****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 | FEBRUARY 13, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Shaw

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

MINUTES:

- January 23, 2023

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3b and 4b ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **Airport Terminal Baggage Claim Restroom Remodel.** (Opened 1/17/2023) Recommend Morgan Contractors, LLC.
2. **W.O. 21-31: Water Reclamation Facility UV Electrical Improvements.** (Opened 1/17/2023) Recommend CEI Electrical Contractors.
3. **W.O. 22-20: Water Treatment Plant High Service Pump Station HVAC Upgrades.** (Opened 1/17/2023) Recommend Morgan Contractors, LLC.
4. **W.O. 23-03: Contract No. 1, City Overlay.** (Opened 12/20/22) Recommend Knife River.
5. **W.O. 23-03: Contract No. 2, City Chip Seal.** (Opened 12/20/22) Recommend Hardrives Construction, Inc.
6. **W.O. 23-03: Contract No. 3, City Digouts.** (Opened 1/17/23) Recommend Wharton Asphalt.

B. **Purchase** D8 bulldozer for Landfill from Tractor & Equipment Co.

C. **Purchase** playground equipment for Highland Park from Northwest Playgrounds.

D. **Agreement** for Public Works utility billing with VertexOne Software, LLC.

E. **Agreement** with US Bank for Depository and Banking Services.

F. **Agreement** with US Bank for Commercial Card (Pcard) Services.

G. **Agreement** with Amend Park Development Council.

H. **Amend Park Development Council** 2023 Proposed Annual Budget and Fee Structure.

I. **Professional Services Contract** for W.O. 23-16: Landfill Scale Addition with HDR Engineering, Inc.

J. **Professional Services Contract** for W.O. 09-12: Inner Belt Loop and W.O. 21-38: Skyline Trail with Sanderson Stewart.

K. **Airport Business Park Building and Ground Lease** with Bureau of Land Management.

L. **Amendment No. 5, Airport Mid-Field Service Road Project;** Morrison-Maierle, Inc.

M. **Amendment No. 6, Airport Commercial Aircraft Ramp - Schedule IV;** Morrison-Maierle, Inc.

N. **Amendment No. 3, W.O. 19-42: West End Water Treatment Plant Project;** Burns & McDonnell Engineering Company, Inc.

O. **Request** to initiate System Modification to add a portion of Grand Avenue from 41st Street West to 62nd Street West and complete system connectivity on 62nd Street West, from Grand Avenue north to Rimrock Road.

P. **Request** to submit FY23-24, Montana State Historic Preservation Office Certified Local Government grant application.

Q. **Acceptance** of Federal Aviation Administration Airport Improvement Program Grants.

R. **Donations** to Billings Public Library from various donors.

S. **Perpetual Right of Way Easement** from Bradley W. Hardt and Tammy Jo Hardt for sanitary sewer.

T. **Traffic Signal and Sidewalk Easements** from Sharon J Quast Trust, Lutheran Church of the Good Shepherd, and Power of Abundant Recovery Ministries for W.O. 22-29: 24th Street West Signal Conduit Upgrades.

U. **Resolution** adopting the Conceptual Design Phase Final Report of the Billings Multi-Generational Recreation Center.

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

1. January 3, 2023
2. January 9, 2023

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** for a street name change from South 46th Street West to Western Sky Drive located at the southeast corner of King Avenue West and South 48th Street West. 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 the Resolution for a street name change from South 46th Street West to Western Sky Drive, as recommended by staff.

3. VISTA WEST:

   a. JOINT PUBLIC HEARING FOR ANNEXATION 21-15 AND ZONE CHANGE 1021:

      i. **RESOLUTION FOR ANNEXATION 21-15:** located south of Central Avenue and west of Shiloh Road. Staff recommends conditional approval. **Quasi-Judicial*

         - Presented by: Monica Plecker, Planning Division Manager

         Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve the Resolution for Annexation 21-15, as recommended by staff.

      ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 1021:** located south of Bell Avenue and north of Rocky Vista Way and the Bannister Drain generally located west of Shiloh Road. Zoning Commission recommends approval and adoption of the 10 criteria. **Quasi-Judicial*

         - Presented by: Nicole Cromwell, Zoning Coordinator

         Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve First Reading Ordinance for Zone Change 1021 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

   b. **ANNEXATION AGREEMENT** with Dorn/Lowe LLC and Dorn Property & Homes LLC. Staff recommends approval.

      - Presented by: Debi Meling, Public Works Director

      Recommended Motion: I move to approve the Annexation Agreement with Dorn/Lowe LLC and Dorn Property & Homes LLC, as recommended by staff.

   c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently annexed property in Annexation 21-15: a parcel located south of Central Avenue and west of Shiloh Road. Staff recommends approval.

      - Presented by: Monica Plecker, Planning Division Manager

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

4. ELYSIAN SCHOOL DISTRICT NO. 23:

   a. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 22-08:** located south of Elysian Road and west of East Lane. Staff recommends conditional approval. **Quasi-Judicial*

      - Presented by: Hunter Kelly, Planner

      Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve Annexation 22-08, as recommended by staff.

b. **ANNEXATION AGREEMENT** with Elysian School District No. 23. Staff recommends approval.

- Presented by: Debi Meling, Public Works Director

Recommended Motion: I move to approve the Annexation Agreement with Elysian School District No. 23, as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward III to include recently annexed property in Annexation 22-08: a parcel located south of Elysian Road and west of East Lane. Staff recommends approval.

- Presented by: Hunter Kelly, Planner

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

5. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Ordinance 22-5819, Zone Change 1018. Staff recommends approval.

- Presented by: Karen Husman, Planner

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the amendment to Ordinance 22-5819, as recommended by staff.

6. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Ward Boundaries. Staff recommends approval.

- Presented by: Wyeth Friday, Planning Director

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the Ordinance amending Ward Boundaries, 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.

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City Council Regular

Date:	02/13/2023
Title:	Airport Terminal Baggage Claim Restroom Remodel Project Award to Low Bidder Morgan Contractors, LLC
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the low bid of $361,707 provided by Morgan Contractors, LLC for the Airport Terminal Baggage Claim Restroom Remodel project.

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

Included in the Airport's Capital Improvement Program and FY 23 budget is the funding to remodel approximately 1,000 square feet of the men and women's restrooms in the baggage claim area. These restrooms were built during the 1991 Terminal expansion of the baggage claim area, are over 30 years old, and need to be rehabilitated and updated. Specifically, we plan to remove and replace everything in the restrooms and install new tile flooring, countertops, urinals, toilets, and partitions, add one new family restroom, add one new nursing room, and install and replace sewer pipe to the boiler room. Additionally, now that the new Concourse A is open this project will refresh and update the public side of the Terminal so that the two spaces blend well together. These restrooms will be closed for 60 days and individuals will be redirected to other restrooms that are nearby. Subsequently, this project will need to begin as soon as possible in order for the restrooms to be reopened prior to Memorial Day and the start of the busy Summer travel season.

This project was advertised in the *Yellowstone County News* on December 23 and 30, 2022 and January 6 and 13, 2023, and posted on the City and Airport's Websites. On January 17, 2023, the following bids were received:

CONTRACTOR	BID
Morgan Contractors, LLC	$361,707
TW Clark & Ridley	$366,900
Sletten Construction	$406,000
Langlas & Associates	$413,047
Bauer Construction	$419,463
Swank Enterprises	$457,611

ALTERNATIVES

City Council may:

- Approve the award of the Airport Terminal Baggage Claim Restroom Remodel Project to Morgan Contractors, LLC for $361,707; or
- Decline to approve the award, reject all bids, and delay this project.

FISCAL EFFECTS

The low bid for this project is $361,707 and funding was budgeted and is available in the Airport's Capital Fund.

Attachments

Baggage Claim Restroom Contract

Section 1.5 Contract

THIS CONTRACT, made as of _____ by and between the City of Billings, hereinafter called the OWNER, and Morgan Contractors, LLC. hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, consisting of:

2023 – Baggage Claim Restroom Remodel

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

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

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

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

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

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

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

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

Three Hundred Sixty-One Thousand Seven Hundred Seven Dollars ($ 361,707.00) based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.

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

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

a. Contract (This Instrument)
b. Performance and Payment Bonds
c. Addenda to Contract Documents (List): Two (2)
d. Legal and Procedural Documents:
    1. Proposal
    2. Proposal Guaranty
    3. Instructions to Bidders
    4. Invitation to Bid
e. Special Provisions
f. Drawings (List Sheet Numbers): 13 Drawings
g. Technical Provisions
h. General Conditions

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

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

J. LABOR PROVISIONS: The labor provisions of Section 1.8 B. 15. Davis Bacon Requirements are hereby made a part of this contract.

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

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

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

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

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

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

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

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

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

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

CITY OF BILLINGS, MONTANA OWNER	Morgan Contractors, LLC CONTRACTOR
By:_____	By:_____
Title:_____	Title:_____
P.O. Box 1178 Business Address	190 Edgar Fromberg Road Business Address
Billings MT 59103 City State Zip	Fromberg, MT 59029 City State Zip

APPROVED AS TO FORM

_____
City Attorney's Office

ATTEST

_____
Billings City Clerk

See attached forms:

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

B. DISCLOSURE OF LOBBYING ACTIVITIES (Requires Disclosure)

C. ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES (Requires Signature)

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

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

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

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

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

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

Signed:_____
Contractor's Authorized Representative

Dated:_____

Attachment "B"

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Attachment "C"
ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

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

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

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

By: _____
(Contractor)

Its: _____
(Title)

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City Council Regular

Date:	02/13/2023
Title:	WO 21-31: Water Reclamation Facility UV Electrical Improvements, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for WO 21-31: Water Reclamation Facility UV Electrical Improvements, to CEI Electrical Contractors in the amount of $246,250.

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

WO 21-31: Water Reclamation Facility UV Electrical Improvements, will provide the Water Reclamation Facility (WRF) with critical electrical improvements to its Ultraviolet (UV) disinfection process. The UV disinfection is the final treatment process to the water leaving the WRF before it enters the Yellowstone River. There is currently one electrical transformer that feeds the UV equipment. This transformer is undersized and is at the end of its useful life. This project will replace the existing single transformer with two new transformers that have been pre-purchased by the City. Each new transformer is sized to handle the plant UV power needs, and provides the UV process with critical redundancy that is currently lacking.

In addition to the upgraded transformers, automatic transfer switches will be installed in order to allow the UV power to switch seamlessly between the two sources of power from the electrical grid and the onsite generator for the UV building in the event of a total power outage.

The project was advertised on December 23, December 30, 2022, January 6, and January 13, 2023, in the Yellowstone County News and on the City's website. Bids were opened on January 17, 2023, and three bids were received. CEI Electrical Contractors submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award WO 21-31: Water Reclamation Facility UV Electrical Improvements, to CEI Electrical Contractors in the amount of $246,250; or
- Not award a contract and reject all bids. If the project is not awarded, the critical electrical equipment for the UV disinfection will not be replaced. If the electrical equipment fails, the Water Reclamation Facility will be out of environmental discharge compliance and may be subject to fines from DEQ.

FISCAL EFFECTS

The following bids were received:

Contractor	Lump Sum Bid
CEI Electrical Contractors	$246,250.00
ACE Electric	$335,600.00
Yellowstone Electric	$277,720.00

The project was budgeted in FY23 using Wastewater funds in the amount of $500,000 and there are sufficient funds available for this project. Remaining funds will be used for additional electrical improvements and any change orders.

City Council Regular

Date:	02/13/2023
Title:	WO 22-20: Water Treatment Plant High Service Pump Station HVAC Upgrades, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a construction contract to Morgan Contractors, LLC for WO 22-20: Water Treatment Plant High Service Pump Station HVAC Upgrades, in the amount of $575,821.

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

During the summer of 2021, the High Service Pump Station (HSPS) at the Water Treatment Plant (WTP) experienced more than 60 consecutive days of inside temperatures exceeding 90 degrees and a few days in excess of 100 degrees. Optimal operation temperature for the equipment in the electrical room is 70 to 80 degrees, so continual long-term operation in these conditions could be very detrimental. The equipment life could be shortened, or worse, the equipment could potentially fail, resulting in the City having great difficulty meeting summer water demands. Equipment in the pump room is a little more tolerant of high temperatures, but WTP Staff decided it would be beneficial to improve the cooling in both rooms. Therefore, two new cooling units (RTUs) were purchased by the City, approved previously by Council, to replace existing units that are undersized and nearing the end of their useful life. The new units are physically smaller and have a higher cooling capacity and efficiency than the existing units. Delivery of the new units is expected in April 2023.

The installation of the new units was originally bid September 6, 2022, but the bids received greatly exceeded the available budget. City staff and AE2S (consulting engineer) developed an alternate design package, including installation of one RTU (for the electrical room) and modifying the duct layout, in an effort to reduce costs and re-bid the project. The scope of work includes replacing the membrane roof on the lower portion of the HSPS roof above the electrical room, making structural improvements to the roof to support the new RTU, and installing a new RTU and associated appurtenances. It has been determined the pump room can operate safely and be cooled by the existing units, so the second new unit will be stored by the City and used in the near future at the West End Water Treatment Plant.

The project was advertised on December 30, 2022, and January 6 and 13, 2023, in the *Yellowstone County News* and on the City's website. Bids were opened on January 17, 2023. One bid was received from Morgan Contractors. One bid alternate was bid to allow schedule flexibility for potential cost savings. The bid alternate resulted in an increase in cost, so staff does not recommend awarding the alternate. The bid amount appears to be appropriate, reasonable, and is below the Engineer's estimate for the scope of work.

ALTERNATIVES

City Council may:

- Award a construction contract to Morgan Contractors, LLC for the Base Bid in the amount of $575,821; or
- Not award a contract and reject the bid. If the bid is not awarded, the cooling of the critical electrical equipment is at risk during summer periods.

FISCAL EFFECTS

The following bid was received:

Bidder (Contractor)	Base Bid Amount	Bid Alternate No. 1 (extend schedule to fall instead of spring work)
Morgan Contractors, LLC	$575,821.00	$57,700.00 (ADD)

The project was budgeted in FY23 using Water funds in the amount of $1,000,000. $393,000 was previously encumbered for engineering and purchase of the units, resulting in a remaining budget of $607,000. Thus, there are

sufficient funds available to award this contract.

City Council Regular

Date:	02/13/2023
Title:	W.O. 23-03: Contract No. 1 City Overlay, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 23-03 Contract No. 1 City Overlay to Knife River in the amount of $1,309,836.20.

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

The Contract 1 City Overlay project is part of the ongoing Street Preventative Maintenance Program in place since 1985. Annually, staff identifies streets proposed for preventative maintenance that includes pavement patching (digouts), chip seal resurfacing, overlay resurfacing, and crack sealing. This year's projects include Contract 1 City Overlay, Contract 2 City Chip Seal, and Contract 3 City Digouts. Contract 1 will mill and overlay approximately 1.7 miles of Hilltop Road (Bazaar Exchange to Bench Boulevard) and Central Ave (BBWA Canal to South 32nd Street West). New striped, separated bike lanes are being added to the Hilltop Road project in conjunction with the overlay, pending Montana Department of Transportation approval at Main Street. The project was bid with an Additive Alternate A (Parkhill Drive) to maximize the budget. However, staff is recommending not awarding the Additive Alternate A so that Contract 2 City Chip Seal Schedule 1 and Contract 3 City Digouts may be awarded, and all three projects will fall within the budget. Parkhill Drive would be completed in the next three years. A work location map is attached.

The contract was advertised on November 25, December 2, 9, and 16, 2022, in The Yellowstone County News and on the City's website. Staff opened bids on December 20, 2022, for W.O. 23-03 Contract No. 1 City Overlay. There were two bids received. Knife River submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 23-03 Contract No. 1 City Overlay to Knife River in the amount of $1,309,836.20; or,
- Do not award a contract and reject all bids. If the contract is not awarded, the streets planned for maintenance will continue to degrade.

FISCAL EFFECTS

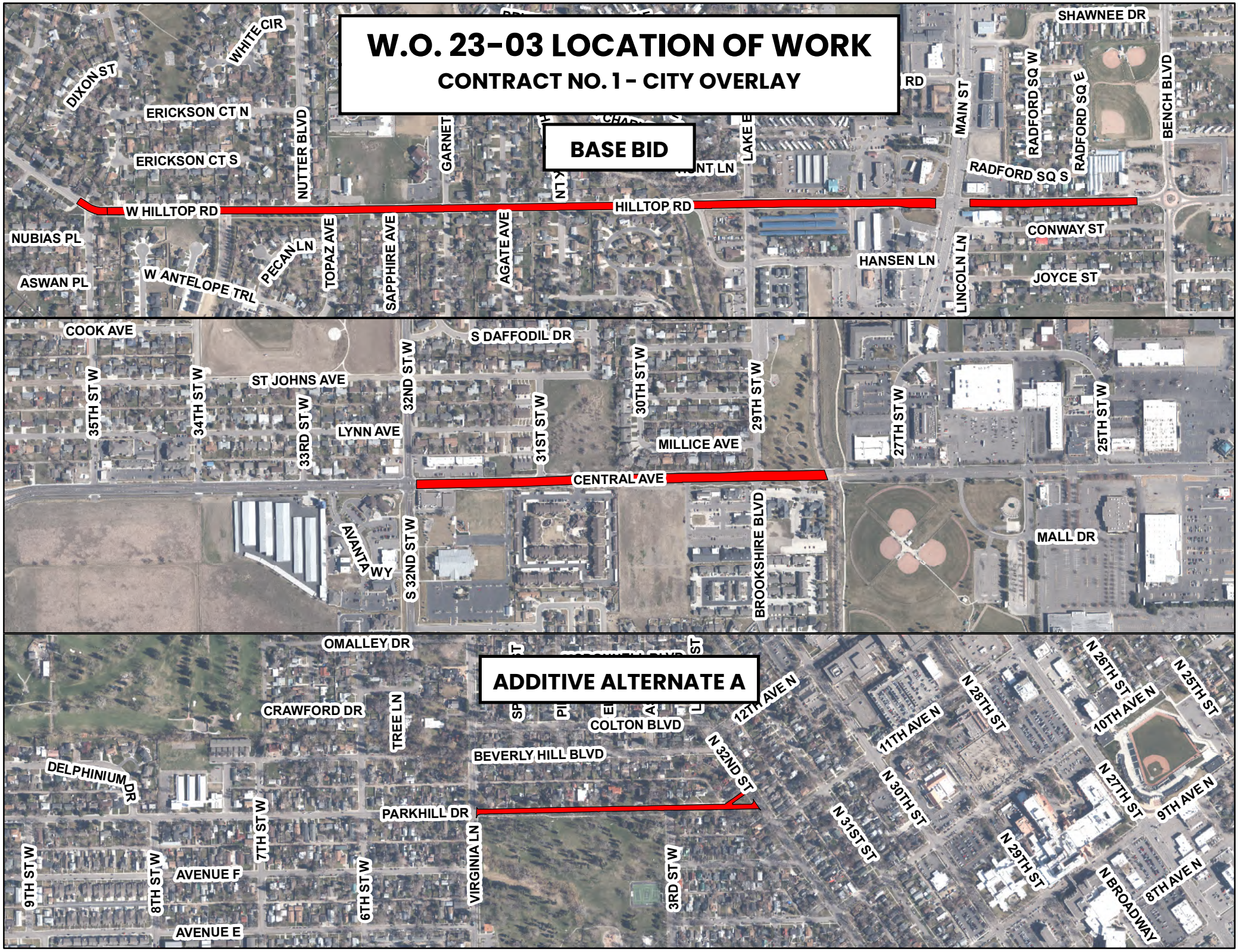
The following bids were received:

Contractor	Base Bid	Additive Alternate A
Knife River	$1,309,836.20	$237,769.80
Askin Construction	$1,389,293.90	$242,397.80

The project was budgeted in FY23 using Gas Tax and Street Maintenance District II funds in the amount of $2,750,000. The remaining funds will be used for Contract 2 City Chip Seal, Contract 3 City Digouts, and the administration portion of the program. There is sufficient budget to award this project.

Attachments

Location of Work


W.O. 23-03 LOCATION OF WORK
CONTRACT NO. 1 - CITY OVERLAY
BASE BID
ADDITIVE ALTERNATE A
WHITE CIR
DIXON ST
ERICKSON CT N
ERICKSON CT S
NUTTER BLVD
GARNET
LAKE E
MAIN ST
RADFORD SQ W
RADFORD SQ E
BENCH BLVD
SHAWNEE DR
RADFORD SQ S
W HILLTOP RD
HILLTOP RD
NUBIAS PL
ASWAN PL
W ANTELOPE TRL
PECAN LN
TOPAZ AVE
SAPPHIRE AVE
AGATE AVE
CONWAY ST
HANSEN LN
LINCOLN LN
JOYCE ST
COOK AVE
S DAFFODIL DR
35TH ST W
34TH ST W
ST JOHNS AVE
33RD ST W
32ND ST W
LYNN AVE
31ST ST W
30TH ST W
MILLICE AVE
29TH ST W
27TH ST W
25TH ST W
CENTRAL AVE
AVANTA WY
S 32ND ST W
BROOKSHIRE BLVD
MALL DR
OMALLEY DR
CRAWFORD DR
TREE LN
COLTON BLVD
12TH AVE N
BEVERLY HILL BLVD
N 32ND ST
11TH AVE N
N 28TH ST
N 26TH ST
10TH AVE N
N 25TH ST
DELPHINIUM DR
PARKHILL DR
7TH ST W
N 30TH ST
N 27TH ST
9TH AVE N
9TH ST W
8TH ST W
AVENUE F
6TH ST W
VIRGINIA LN
N 31ST ST
3RD ST W
N 29TH ST
N BROADWAY
8TH AVE N
AVENUE E

City Council Regular

Date:	02/13/2023
Title:	W.O. 23-03: Contract No. 2 City Chip Seal, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 23-03 Contract 2 City Chip Seal Schedule 1 to Hardrives Construction, Inc. in the amount of $590,700.66.

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

The Contract 2 City Chip Seal project is part of the ongoing Street Preventative Maintenance Program in place since 1985. Annually, staff identifies streets proposed for preventative maintenance that includes pavement patching (digouts), chip/scrub seal resurfacing, overlay resurfacing, and crack sealing. Chip/scrub sealing is an economical surface treatment designed to protect and prolong the life of a pavement. The project was bid with two schedules. Schedule 1 will chip/scrub seal King Avenue East (Parkway Lane to Orchard Lane) and Rehberg Lane (Rimrock Road to Grand Avenue). Schedule 2 will chip seal Hallowell Lane (King Avenue East to State Avenue). Staff is recommending that Council award Schedule 1 and not Schedule 2. Schedule 2 is a South Billings Urban Renewal project and the bid amount is more than two times the budgeted amount. Staff proposes combining the Hallowell Lane chip seal with the larger 2024 City-wide chip seal project that will provide pricing closer to the budgeted amount. The attached map shows the locations of the proposed work.

The contract was advertised on November 25, December 2, 9, and 16, 2022, in *The Yellowstone County News* and on the City's website. Staff opened bids on December 20, 2022, for W.O. 23-03 Contract 2 City Chip Seal. There were two bids received. Hardrives Construction, Inc. submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 22-03 Contract 2 City Chip Seal, to Hardrives Construction, Inc. in the amount of $590,700.66; or,
- Do not award a contract and reject all bids. If the contract is not awarded, the streets planned for maintenance will continue to degrade.

FISCAL EFFECTS

The following bids were received:

Contractor	Schedule 1	Schedule 2
Hardrives Construction, Inc.	$590,700.66	$120,568.75
Knife River	$756,570.40	$209,736.00

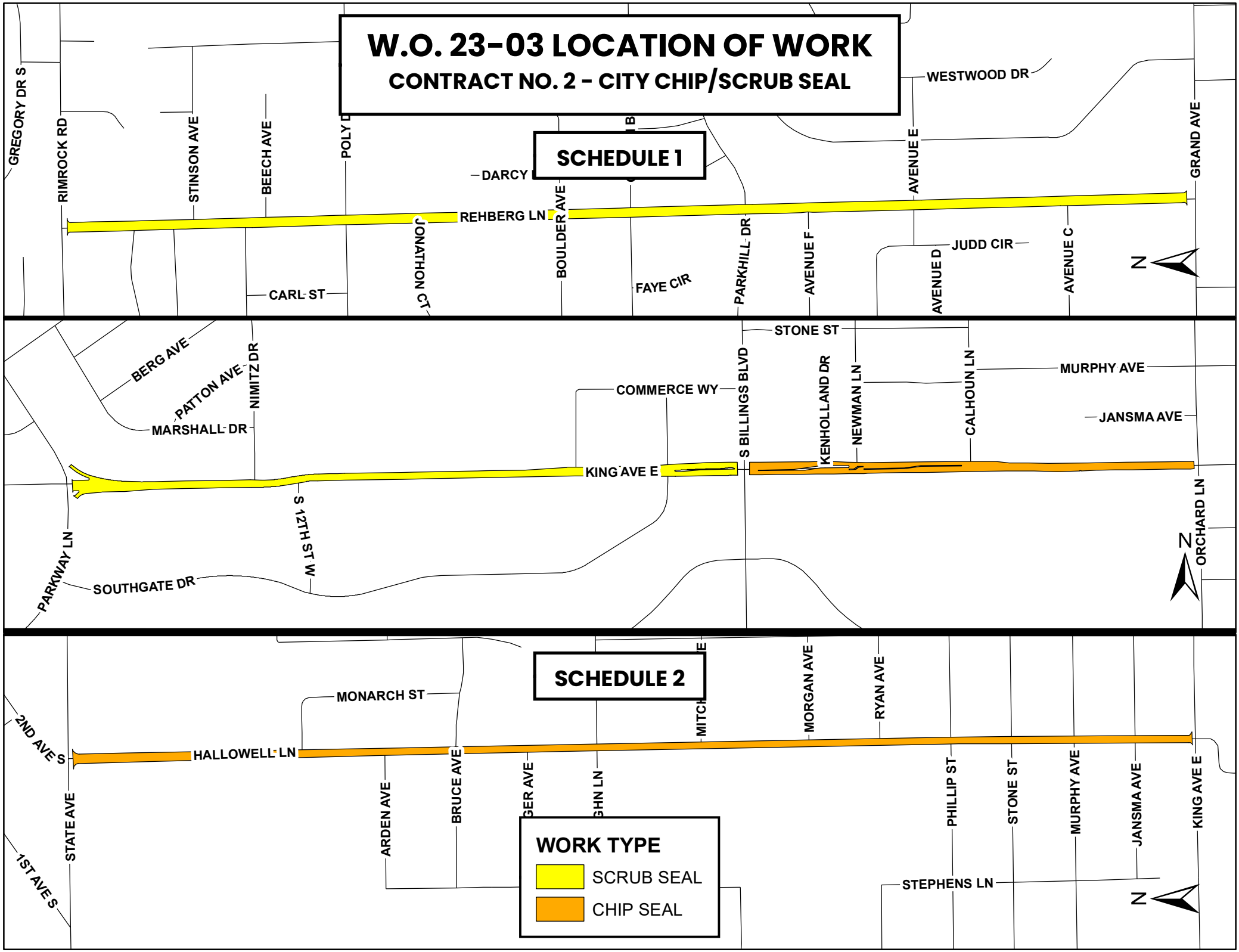
The project was budgeted in FY23 using Street Maintenance District II funds. The amount budgeted for the Public Works PAVER project was $2,750,000.00. Approximately $65,000 was budgeted for Schedule 2. The remaining funds will be used for Contract 1 City Overlay, Contract 3 City Digouts, and the administration portion of the program.

Attachments

Location of Work

W.O. 23-03 LOCATION OF WORK

CONTRACT NO. 2 - CITY CHIP/SCRUB SEAL



City Council Regular

Date:	02/13/2023
Title:	W.O. 23-03 Contract No. 3 City Digouts, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council award a contract for WO 23-03 Contract 3 City Digouts to Wharton Asphalt in the amount of $614,455.

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

WO 23-03 Contract 3 City Digouts is part of the annual street maintenance program. Annually, staff identifies streets proposed for preventative maintenance. Staff typically bids this work in multiple contracts: crack sealing/Mastic, digouts (patching), chip/scrub seal resurfacing, and overlay resurfacing. This contract will provide digout work on approximately 173,100 square feet of City streets in spot locations.

The project was advertised on December 30, 2022, January 6, and 13, 2023 in the *Yellowstone County News* and on the City's website. Bids were opened on January 17, 2023. Four bids were received. Wharton Asphalt submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award WO 23-03 Contract 3 City Digouts to Wharton Asphalt, in the amount of $614,455; or,
- Do not award a contract and reject all bids. If the contract is not awarded, the streets planned for maintenance will continue to degrade.

FISCAL EFFECTS

The following bids were received:

Contractor	Base Bid
Wharton Asphalt	$614,455.00
Askin Construction	$734,910.00
Hardrives Construction	$859,780.00
Knife River-Billings	$893,460.00

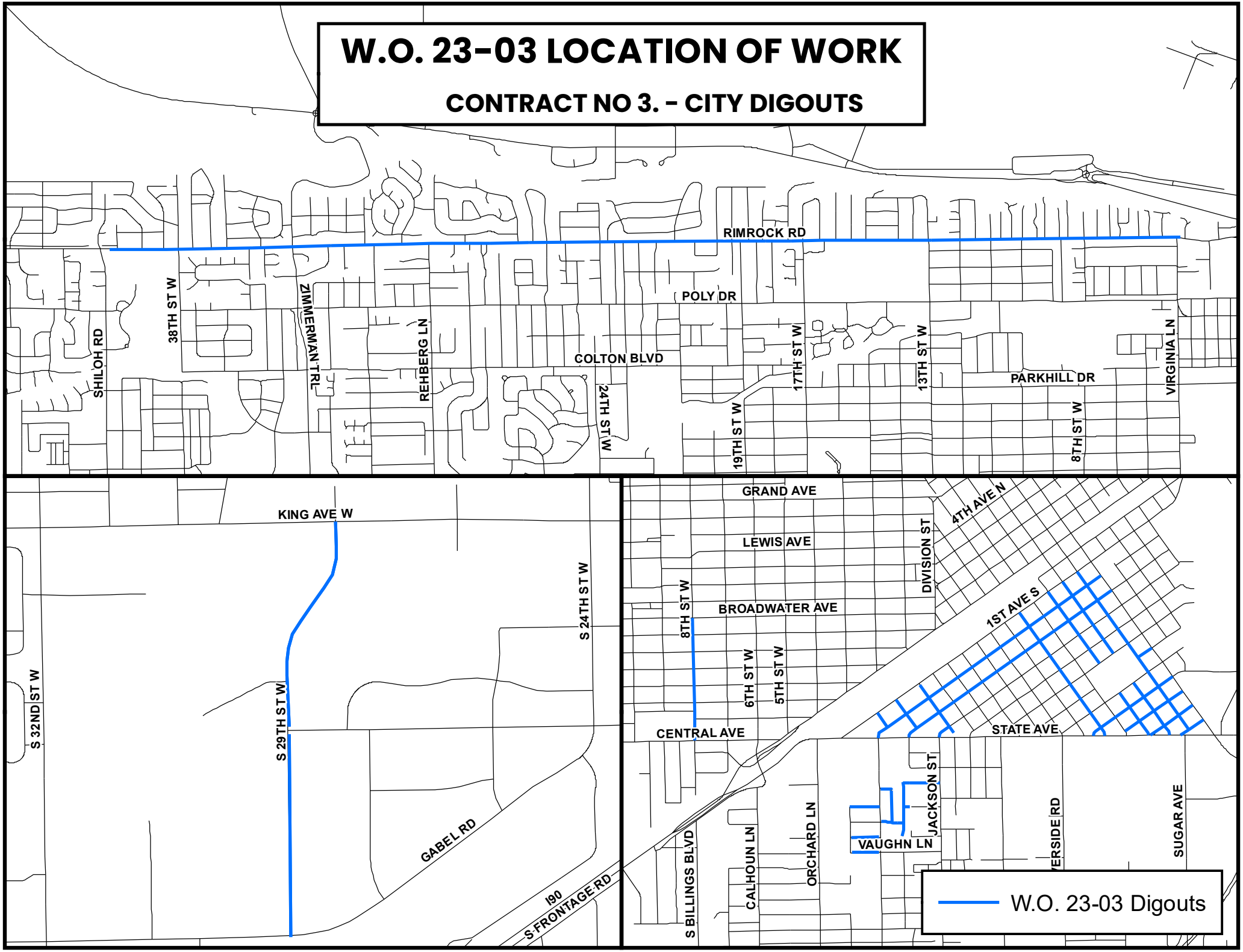
The project was budgeted in FY23 using Street Maintenance District II funds. The amount budgeted for the Public Works PAVER project was $2,750,000.00. The remaining funds will be used for Contract 1 City Overlay, Contract 2 City Chip Seal Schedule 1, and administration portion of the program. There is sufficient budget to award this contract.

Attachments

Location of Work

W.O. 23-03 LOCATION OF WORK

CONTRACT NO 3. - CITY DIGOUTS



City Council Regular

Date:	02/13/2023
Title:	Purchase of Landfill Bulldozer
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the purchase of a D8 bulldozer from Tractor & Equipment Co, in the amount of $1,083,777.80.

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

The landfill operates two working faces on a daily basis six days per week. Both of these working faces require a bulldozer to push the trash into the face for it to be compacted. The landfill currently has two bulldozers, one for Class 2 and one for Class 4. When either of these bulldozers breaks down, it results in operational issues, including delays for customers, lower compaction rates which decreases the life of the landfill, and staff safety concerns. The landfill also has other secondary duties that these bulldozers need to perform, including repairing slope erosion, building and maintaining roads, and building ponds for Fats, Oils, and Grease. This bulldozer will replace a current John Deere 950 as a front line bulldozer. The current bulldozer will be retained as the backup bulldozer. This unit has had numerous problems that have resulted in frequent downtime and increased maintenance costs. This purchase would ensure that all landfill activities that require a bulldozer can be completed in a timely manner without interrupting daily operations and would build redundancy into the system. Staff is recommending procurement of the equipment using the cooperative purchasing agreement (Sourcewell) as the pricing is similar to competitive bid pricing.

ALTERNATIVES

City Council may:

- Approve purchasing the bulldozer fhrough Sourcewell; or,
- Not approve the purchase. If the purchase is not approved, repair costs will continue to increase and rental costs and equipment downtime will be incurred.

FISCAL EFFECTS

The FY23 solid waste budget includes $1.5 million for the replacement of a compactor. The compactor was in good condition and operating well so staff recommended and Council approved the purchase of an extended warranty instead of replacing the compactor at the October 10, 2022 Council meeting. This purchase will utilize some of the savings from deferring the compactor.

City Council Regular

Date:	02/13/2023
Title:	Purchase Playground Equipment for Highland Park
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the purchase of playground equipment for Highland Park from Northwest Playgrounds in the amount of $110,267.38.

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

The playground equipment at Highland Park has reached the end of its useful life and needs to be replaced. Council approved $206,000 for this purpose in FY 23. Staff intends to use the State of Montana Cooperative Purchasing Program to purchase the equipment. The Cooperative Purchasing Program negotiates a discounted price with vendors, enabling municipalities to purchase items directly from approved vendors in lieu of the traditional bidding process.

The department engaged the community and increased public input through a voting contest that was held at nearby Orchard Elementary School. This was done on January 24, 2023. Two overall concept layouts of equipment were developed that contained 2 layouts for the 2 to 5-year-old play area and 2 layouts for the 5 to 12-year-old play area. These concepts were displayed in the lunchroom of the school. Each child received 2 stickers and were asked to vote for their favorite layout in each of the 2 play areas. There were approximately 275 votes cast. The preferred concepts are shown in Attachment A. The voting contest allowed children who would most likely use the equipment to participate directly in the playground selection process and choose the final playground design. The equipment will be purchased from Playworld through Northwest Playgrounds at a cost of $110,267.38. This vendor is a manufacturer of play equipment nationally and internationally meeting all industry and federal standards. Staff is seeking Council approval for the purchase of this equipment. The remaining funding will provide for sub-surface drainage, fall protection, and play equipment installation.

ALTERNATIVES

City Council may:

- Approve purchasing the Northwest Playground equipment for $110,267.38; or,
- Not Approve the purchase and provide guidance to staff.

FISCAL EFFECTS

This project was budgeted in FY23 and is available within Park District 1. Upon approval of this purchase, a Purchase Order will be issued to encumber the funds.

Attachments

Preferred Option Playground Highland Park

HIGHLAND PARK PLAYGROUND

5-12 AREA - OPTION A



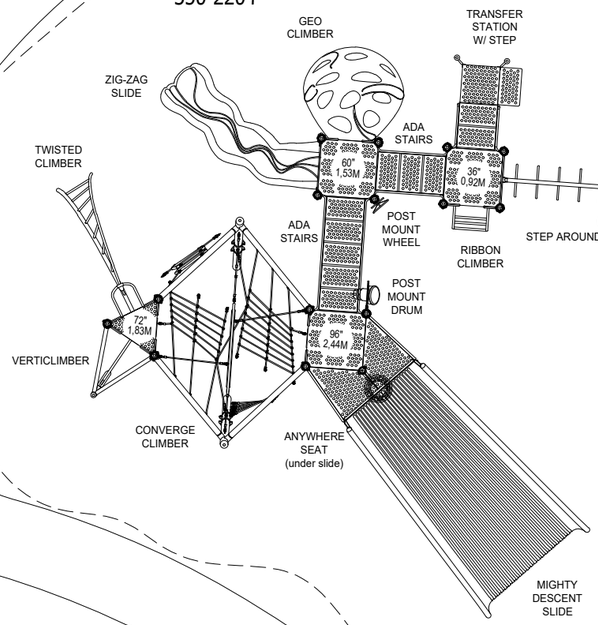
Unity® Large Canopy

ZZXX0187 • AGES: 5-12

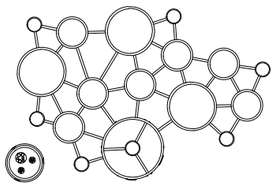
- Inspired by traditional monkey bars
- Designed so children gain a sense of achievement every time they play on it—traditional overhead measured success on crossing entire length
- Climbing cleats help everyone get started
- Non-linear canopy provides options for many different paths



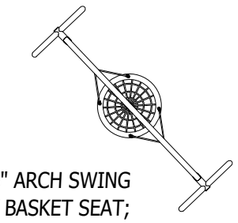
PREDESIGN STRUCTURE:
350-2204



UNITY LARGE CANOPY



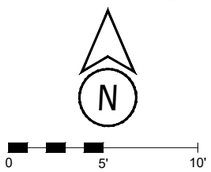
UNITY STEPPERS
MEDIUM QTY: 2
SMALL QTY: 1



3.5" ARCH SWING
W/ BASKET SEAT;
8' TOP RAIL





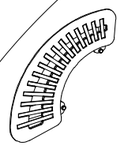


HIGHLAND PARK PLAYGROUND

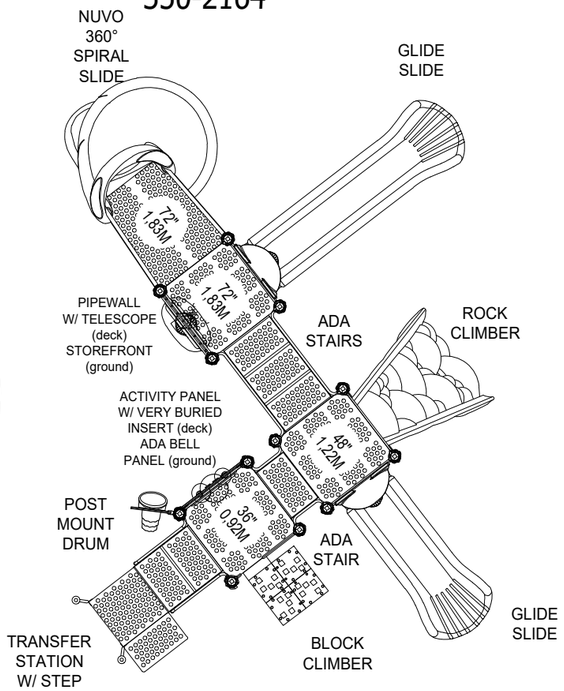
2-5 AREA - OPTION A



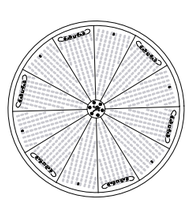
CONCERTO VIBES



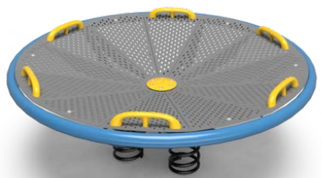
PREDESIGN STRUCTURE:
350-2164



UNITY ROCKR









N

0 5' 10'

City Council Regular

Date:	02/13/2023
Title:	Agreement for Utility Billing Software Solution
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the agreement with VertexOne Software, LLC for the utility billing and field service order solution.

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

The Public Works Department provides water, wastewater, and solid waste collection services to the businesses and approximately 125,000 residents within the City of Billings. For these three services, Public Works has approximately 40,000 customers that collectively generate roughly $62 million of revenue a year. The utility billing system touches more citizens as a two-way transaction on a recurring basis than any City service, making it a critical aspect of customer service/relations. The existing legacy utility billing system lacks support and is unable to meet the City's current and anticipated needs for utility billing and customer support.

This solution will greatly improve the functionality, security, flexibility, reliability, and services the City provides through its utility billing program. It will also greatly enhance Public Work's efficiencies and reduce redundancies. The new solution will have the ability to fully integrate with the City's various financial and business-critical systems including, but not limited to the City's financial system, Geographical Information System (GIS), meter reading software, solid waste route software, and payment processor software. Public Work's current customer portal, formerly known as Watersmart, is now owned by VertexOne, making it fully integrated with the solution. The selected vendor's solution will provide customer service and utility billing for water, sewer, and solid waste services, as well as the ability to add additional services in the future. The solution will be a cloud based platform and support operations and management of Public Works utility services, which includes, but is not limited to, enrolling new customers, generating billing, managing payments, administering customer service transactions, tracking meter reading and consumption, generating service orders, both in office and the field, billing multiple cycles with multiple rates for water, sewer, and solid waste, and enabling access to a variety of customer account information. In addition, the solution will provide the capability to facilitate field service orders for our Meter division which provides an additional efficiency not previously available. Services provided with the software include implementation, data conversion, training, post-implementation support, and ongoing maintenance support.

The Request for Proposals (RFP) for a utility billing software-as-a-service provider was advertised on July 29 and August 5, 2022, in the Yellowstone County News and on the City's website. A committee that included staff from Public Works Administration and Information Technology evaluated 13 proposals. The proposals were evaluated based on experience and key project staff, ability to complete scope of work/functionality, project approach, and cost. The four (4) vendors with the highest scores were selected to provide on site demonstrations. After final scoring, reviewing, and reference checks, the committee elected to move forward with recommending VertexOne Software LLC.

ALTERNATIVES

City Council may:

- Approve the agreement with VertexOne Software LLC for the Utility billing software solution; or,
- Not approve the agreement.

FISCAL EFFECTS

The Agreement with VertexOne Software LLC terminates the Watersmart agreement, saving about $60,000 per year for the customer service portal. The first-year cost for VertexOne Software is $1,081,445 which includes $746,373 of one-time implementation fees, as well as a $335,072 annual fee for platform hosting, support, and maintenance. The annual fee will be approximately $345,124 in year 2 and $355,478 in year 3. The software is included in the FY23 Water, Wastewater, and Solid Waste Funds.

Attachments

Agreement

VertexOne Master Services Agreement

This VertexOne Master Services Agreement is comprised of the VertexOne General Terms set forth below ("**General Terms**"), and all Attachments, Order Form(s), and Statement(s) of Work that are incorporated by reference into the VertexOne Master Agreement (collectively, the "**Agreement**"), and is entered into by VertexOne Software, LLC, a Delaware limited liability company located at 1321 Upland Dr., Suite 8389, Houston, TX 77043 ("**VertexOne**") and The City of Billings, MT, with its principal office address at P.O. Box 1178 Billings, MT 59103 ("**Client**").

The following documents to the extent they are attached and incorporated by reference herein ("**Attachments**") shall be read and construed as part of the Agreement. In the event of ambiguity or contradiction between different parts, precedence shall be given in the order listed: (i) Order Form(s); (ii) General Terms; and (iii) Statement(s) of Work, and (iv) any other Attachment(s).

VertexOne Master Agreement General Terms

1. VertexOne Responsibilities.

1.1 Provision of Services; Access and Use. After the parties complete and execute one or more Order Forms, or Statement of Work, and subject to payment of all applicable fees, VertexOne will provide the Services to Client in accordance with the Agreement and hereby grants Client, during the Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Software and Services solely for Client's internal business purposes within the Territory and in the quantity specified in the applicable Order Form.

1.2 Compliance with Law. Each party will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable. Each Party will remain responsible for its own regulatory compliance. This Agreement is not intended to and shall not be deemed to delegate any regulatory requirement.

1.3 VertexOne shall promptly correct any defect or substitute Services, Software, or products to achieve the functionality and benefits originally specified in the Order Form or Statement of Work. If VertexOne makes such correction or substitution, VertexOne shall have no further liability with respect to said defect(s).

2. Client Obligations.

2.1 Client will perform responsibilities and shall fulfill them with the necessary due care and skill within the timescales specified in this Agreement and any applicable Attachments, or if no timescales are specified, as instructed by VertexOne consistent with this Agreement. Client shall provide: (i) all timely and reasonable assistance to VertexOne as reasonably requested or required by VertexOne in order for VertexOne to be able to provide (and for Client to be able to receive) the Services, and (ii) all Internet and technology requirements required to access, connect to and receive the VertexOne Services.

2.2 Restrictions on Use. Client shall not (directly or indirectly): (a) copy or reproduce the Software except as permitted under this Agreement; (b) modify, reverse engineer or disassemble the Software or decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Software or use the Software for any competitive purpose; (c) interfere with or disrupt the integrity or performance of the Software; (d) attempt to gain unauthorized access to

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the Software or its related systems or networks, or perform unauthorized penetrating testing on the Software.

3. Payment Terms.

3.1 Payment. VertexOne will invoice Client for the applicable fees and Services, as set forth in the Order Form and Statements of Work ("Fees"). Unless otherwise agreed upon in this Agreement, Client will pay VertexOne all invoiced amounts by thirty (30) days after receipt of the invoice (the "Payment Due Date").

3.2 Taxes. Client is responsible for paying all taxes associated with its purchases hereunder. If VertexOne has the legal obligation to pay or collect taxes, VertexOne will invoice Client and Client will pay that amount unless Client provides VertexOne with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Overdue Payments. If Client's payment is overdue, then VertexOne shall be entitled but not obligated to suspend services due to delinquent payments, and any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law.

4. Intellectual Property.

4.1 Intellectual Property Rights. Except as expressly described in the Agreement, Order Form, or Statement of Work, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Client retains all rights and Intellectual Property Rights in Client Data, and VertexOne retains all Intellectual Property Rights in the VertexOne data, Services and Software.

4.2 Client Data. Client hereby grants VertexOne the limited, non-exclusive right to view and use the Client Data solely for the purpose of providing the Services hereunder in the Territory. VertexOne will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client's Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by VertexOne personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with this Agreement, or (c) as Client expressly permits in writing.

4.3 Deliverables and Derivatives. Client acknowledges that as between Client and VertexOne, VertexOne shall retain ownership of all Intellectual Property Rights in and to deliverables hereunder and the derivative works (whether independently or jointly conceived), regardless of whether or not incorporated in any Software, and Client shall acquire no right or interest in the same. Notwithstanding this Section, each Order Form or Statement of Work may specifically identify work for hire as defined under the U.S. Copyright Act.

4.4 Third-Party Materials. The Software and Services may include Third-Party Materials subject to their respective licenses and terms and conditions as indicated in the Attachments, where applicable; and VertexOne shall not be liable to Client for any liabilities arising therefrom.

4.5 Aggregated Data; Feedback. Client hereby gives its permission to VertexOne to (i) use any feedback or suggestions received by VertexOne from Client or Authorized Users, and (ii) to use and disclose, on an anonymous and/or aggregated basis, any data pertaining to Client end customers, including without limitation derivative data and data combined with the data of other

utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section shall survive any termination or expiration of the Agreement.

5. Confidentiality.

5.1 Use and Disclosure of Confidential Information. The recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Personnel and Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's consent; or (c) as strictly necessary to comply with law, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure, unless (i) the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

6. Marketing and Publicity. Client agrees that VertexOne may identify Client as a customer but shall not issue any statements, releases, or information for public dissemination about Client without the prior written consent of the Client..

7. Representations and Warranties.

Each party warrants, represents, and covenants that: it has the full capacity and authority to enter into and to perform this Agreement, this Agreement is executed by a duly authorized representative of that party; and there are no actions, suits, or proceedings or regulatory investigations pending or to that party's knowledge, threatened against or affecting that party before any statutory or regulatory authority which is permitted by statute to issue rules and regulations in the United States (the "Competent Authority") that might affect the ability of that party to meet and carry out its obligations under this Agreement. Except for any warranties specifically identified in this Agreement, both parties agree that the warranties set out in this section are in lieu of and exclude all other terms. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THERE ARE NO OTHER EXPRESS WARRANTIES OR REPRESENTATIONS, AND THERE ARE NO IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification.

8.1 VertexOne Indemnification Obligations. Subject to the Liability Cap in Section 9.1(b) (Limited Liabilities), VertexOne will defend and hold Client and its Affiliates harmless participating under the Agreement ("**Client Indemnified Parties**"), and indemnify them from and against any claims, actions, or demands including but not limited to approved settlements or any finally awarded cost or damages ("**Indemnified Liabilities**") in any formal legal proceeding, claim, demand, action, or investigation initiated by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) (a "**Third-Party Legal Proceeding**") to the extent arising from (a) an allegation that the Client Indemnified Parties' use of VertexOne-provided Software or Services (hereinafter the "**VertexOne Indemnified Materials**") infringes any patent, copyright, or other third party's Intellectual Property Rights, (b) any intentional or grossly negligent act on the part of VertexOne or its agents or employees or subcontractors.

Client Indemnification Obligations. Subject to the Liability Cap in Section 9.1(b) (Limited Liabilities), Client will defend and hold VertexOne and its Affiliates harmless and indemnify them from and against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) an allegation that the VertexOne Indemnified Party's use of any Client Data or any other Client-provided materials (hereinafter the "**Client Indemnified Materials**") infringes the third party's Intellectual Property Rights; and (b) any losses, damages, costs or expenses and other liabilities (including reasonable legal fees) (the "**Losses**") suffered by or claims made against VertexOne as a result of Client's misuse of the Services.

VertexOne shall not indemnify, defend, save and hold the Client harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees arising from wrongful or negligent acts, errors or omission solely of Client occurring during the course of or as a result of the performance of this Agreement.

The Client shall not indemnify, defend, save and hold VertexOne harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees arising from wrongful or negligent acts, errors or omission solely of VertexOne occurring during the course of or as a result of the performance of this Agreement.

8.2 Indemnification Exclusions. Sections 8.1 (VertexOne Indemnification Obligations) and 8.2 (Client Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) the gross negligence or willful misconduct, in each case of the other party or their agents. Moreover, Section 8.1 (VertexOne Indemnification Obligations) will not apply in the event that a claim arises from or relates to: (a) any modification, alteration or conversion of the VertexOne Indemnified Materials not created or approved in writing by VertexOne; (b) any combination or use of the VertexOne Indemnified Materials with any computer, hardware, software, data or service not required by the Documentation or this Agreement; (c) or VertexOne's compliance with specifications, requirements or requests of Client.

8.3 Indemnification Conditions. Sections 8.1 (VertexOne Indemnification Obligations) and 8.2 (Client Indemnification Obligations) are conditioned on the following:

8.4 The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) and cooperate reasonably with the indemnifying party to resolve the allegation(s).

8.5 The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement, will require the indemnified party's prior written consent.

8.6 Remedies.

(a) If VertexOne reasonably believes the Services might infringe a third party's Intellectual Property Rights, then VertexOne will, at its sole option and expense, (i) procure the right for Client to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If VertexOne does not believe the remedies in Section 8.5(a) are commercially reasonable, then VertexOne may disable access to or use of the Services or components of the Services or terminate the impacted Services.

(c) The provisions contained in Section 8.1 and this Subsection 8.5 are the Client's sole and exclusive remedy for any alleged infringement by VertexOne of a third party's Intellectual Property Rights.

9. Liability.

9.1 Limited Liabilities.

(a) SUBJECT TO SECTION 9.2 (UNLIMITED LIABILITIES), NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT FOR ANY

(i) INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; OR

(ii) LOST REVENUES, PROFITS, SAVINGS, DATA, CAPITAL, LOSSES BY REASON OF COST OF CAPITAL, OR GOODWILL,

EVEN IF SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE PRINCIPLE ON WHICH THE CLAIM IS BASED.

10. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees that Client paid under the applicable Services Order, Order Form, or Statement of Work during the 12-month period before the event giving rise to Liability (the "Liability Cap").Unlimited Liabilities. VertexOne's defense and indemnity shall be provided to the extent insurance proceeds are available from the insurance coverages required in this Agreement, VertexOne's defense and indemnity liability is limited to such coverages, except for all losses, damages and liability occasioned by, growing out of, or in any way arising or resulting from any intentional act on the part of VertexOne or its agents or employees. Term and Termination.

10.1 Agreement Term. The Agreement is effective from the date of the last party's signature of the General Terms (the "Effective Date") and shall be for a period of three (3) years from the Effective Date. This Agreement may be extended for two (2), one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination. (the "Term").

10.2 Termination for Breach.

(a) Termination of an Order Form or Statement of Work. Either party may terminate an Order Form, or Statement of Work if the other party is in material breach of the applicable Order Form, or Statement of Work and fails to cure that breach within 30 days after receipt of written notice. Payments following termination by Client for VertexOne's uncured material breach of an Order Form, or Statement of Work will be governed by Section 10.3.2 or the terms of the applicable Order Form, or Statement of Work.

(b) Termination of the Agreement. Either party may terminate this Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, or has submitted a plan for cure of breach accepted in writing by the non-breaching party within such 30 day period (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.

10.3 Effects of Termination.

10.3.1 In the event of expiration or termination of this Agreement for any reason, VertexOne shall cooperate with Client to ensure a smooth and complete transition of services, as set forth in this Agreement being terminated, to Client or to any replacement provider designated by Client, without any interruption or adverse impact on those services or any other services provided by third parties regardless of the nature or timing of termination; any work asked by the Client to be performed by VertexOne for transition of services shall be billable to Client at the then-current Rate Card Fee. VertexOne shall cooperate with Client to ensure that any and all of Client's Data maintained in the software licensed to the Client by VertexOne is provided to the Client in VertexOne's native data format and additionally is extracted in a flat file at no charge. Each party shall also return to the other party (as applicable) any assets, equipment, Software, data , documentation, information and other material of whatever kind and in whatever form belonging to the other party which it has no legal right to retain.

10.3.2 In the event of expiration or termination of this Agreement for any reason, Client shall pay to VertexOne all unpaid Fees and any other sums due under this Agreement in accordance with the payment terms expressed in this Agreement. Such payment shall not prejudice all other rights each party may have against the other.

10.3.3 Expiration or termination of this Agreement for any reason shall not affect the rights and liabilities subsisting at the date of such termination or expiration, or any Order Forms or Statement of Work intended to apply and/or to continue in force after expiration or termination.

11. Miscellaneous. Assignment. Neither party may assign this Agreement or any of its rights and obligations under this Agreement without the prior consent of the other party which consent shall not be unreasonably delayed, withheld or conditioned; provided, however, that either party may assign or delegate its rights and obligations under this Agreement, in whole or in part, without the other party's consent to (i) an Affiliate, or (ii) to an entity that acquires all or substantially all of the assets of such party or which is the successor in a merger or acquisition involving such party.

11.2 Sub-Contractors and Other Personnel

11.2.1 VertexOne shall be entitled to sub contract any part of its rights or obligations under this Agreement without Client's prior consent to any Affiliate or third party provided that it remains liable for the acts and omissions of such Affiliate or third party as if they were its own. Client acknowledges that, and consents to, some of the Services being delivered by VertexOne through other companies in VertexOne.

11.2.2 Client is and shall remain liable for the acts or omissions of Client Personnel in connection with this Agreement as if they were Client's own.

11.3 Force Majeure. Other than obligations to make payments when due, neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war (a "Force Majeure Event"). If there is a Force Majeure Event, then the excused party will promptly provide written notice to the other party and will use commercially reasonable efforts to recommence performance.

11.4 Insurance. VertexOne shall maintain in force for the Term the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement and shall furnish Client with proof of insurance in accordance with this section:

11.4.1 Commercial General Liability Insurance issued on a standard ISO Commercial General Liability policy form (CG 0001) or its equivalent in an amount of at least one million dollars ($1,500,000) per occurrence and two million dollars ($2,000,000) in the, aggregate; and

11.4.2 Professional Liability Insurance including errors, omissions, and cyber liability/data breach coverage covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, extortion and network security in an amount of five million dollars ($5,000,000) ; and

11.4.3 Automobile Liability Insurance including hired and non-owned vehicles in an amount of at least one million dollars ($2,000,000) per accident; and

11.4.4 Worker's compensation insurance in such form, and in such amounts, as may be required by law from time to time.

11.4.5 Umbrella Liability insurance in an amount of at least three million dollars ($3,000,000) per occurrence.

11.4.6 Each policy of insurance required in this Section shall provide for no less than 30 days advance written notice to Client prior to cancellation.

11.4.7 Client shall be listed as additional insured on all policies except for Professional Liability and Workers Compensation policies. In addition, all policies except Liability and Worker's Compensation shall contain a waiver of subrogation against Client.

11.5 No Agency. VertexOne is an independent contractor and shall not be considered an officer, agent, or employee of Client.

11.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

11.7 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

11.8 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

11.9 Dispute Resolution Procedure. The parties will attempt in good faith to resolve within 30 days any dispute or claim arising out of or in relation to this Agreement before filing a formal legal proceeding before a court or government tribunal. Nothing in this Section (Dispute Resolution Procedure) shall prevent either party from instigating immediate legal proceedings to avoid irreparable damage or to preserve the status quo.

11.10 Notice; Governing Law. Notices shall be given to each party at their respective addresses as first stated in the preamble of this Agreement. All Notices will be in writing and will be deemed to have been duly given (a) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or, (b) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. This Agreement shall be governed by the laws of the State of Montana governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of Yellowstone County below with respect to any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

11.11 Entire Agreement. The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms, which are incorporated by reference into the Agreement. Any amendment to this Agreement shall be in writing. Without limiting the foregoing provisions of this Section 11.11, as of the Effective Date, (a) the Agreement supersedes and replaces that certain Master Services Agreement between the Client and WaterSmart Software Inc dated January 28, 2019 (as amended, supplemented or otherwise modified, the "**Prior Agreement**") in all respects, (b) VertexOne (f.k.a WaterSmart Software Inc in the Prior Agreement) will cease performing services for Client, and Client will cease obtaining services from VertexOne, pursuant to the terms and conditions set forth in the Prior Agreement, and (c) VertexOne will commence performing Services for Client, and Client will commence receiving Services from VertexOne, pursuant to the terms and conditions set forth in the Agreement.

11.12 Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

11.13 Affiliates: Notwithstanding any provision of this Master Agreement to the contrary, either Party may enter into an Order Form or Statement of Work using an Affiliate of the named Party to this Agreement, and terms of this MSA shall incorporate automatically by reference.

12. Definitions.

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that entity, and shall include any such entity that meets such test whether before or after the Effective Date. Control means control of greater than 50% of the voting rights or equity interests of a party.

"**Applicable Law**" means any applicable law, statute, regulation, rule, notice, judgment, order, instruction or award of any court or other Competent Authority and any applicable official request or requirement with which either or both of the parties is or are legally required to comply, in each case as amended from time to time.

"**Authorized Users**" means employees, agents, consultants, contractors, or vendors authorized by Client to use the Software, subject to the terms and conditions of this Agreement.

"Client Data" means any data (including any Client Personal Data as defined in any applicable Order Form), contained in documents, text, drawings, diagrams, images, messages (together with any database made up of any of those), embodied in any medium, that are supplied to Vertex by or on behalf of Client, or which Vertex is required to generate, process, store or transmit pursuant to this Agreement, or any data that is initiated or authorized by the Client.

"**Confidential Information**" means any business, technical, or other information that one party or its Affiliates, or the Recipient's employees, Affiliates, agents, or professional advisors (the "Delegates") of such party or its Affiliates ("Disclosing Party") discloses to the other party or its Affiliates, or the Delegates of such party or its Affiliates ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

"**Indemnified Materials**" means the products, information, and materials provided by either the Client or VertexOne under this Agreement.

"**Intellectual Property Right(s)**" means all copyrights and other intellectual property rights, however arising and in any media whether or not registered, including copyright, patents, trademarks, service marks, trade names, registered and unregistered designs, trade secrets, any applications for the protection or registration of those rights, and renewals and extensions of those rights, throughout the world

"**Liability**" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"**Order Form**" means an ordering document specifying the Services to be provided hereunder that is entered into between VertexOne and Client or any of VertexOne's Affiliates, including any addenda, attachments, schedules, and supplements thereto.

"**Personnel**" mean all employees, agents, consultants, or subcontractors of VertexOne or Client, as applicable.

"**Services**" has the meaning described in the applicable Order Forms, Statement of Work, or Attachments.

"**Software**" means any web-based or offline software application that is provided by VeretxOne.

"**Statement(s) of Work**" means an Attachment that contains a description of applicable Software or Services to be provided by VertexOne to Client, as well as any milestones, deliverables, and Client obligations.

"**Territory"** means the United States and Canada, or any other jurisdiction identified in the Order Form.

"**Third-Party Materials**" means any software programs or services that are made available by third parties that are provided to Client under this Agreement.

"**URL**" means a uniform resource locator address to a site on the internet, and includes any general terms arising from a URL mentioned in this Agreement, an Attachment, Order Form, or Statement of Work.

[*Signature page directly follows*.]

IN WITNESS WHEREOF, this Agreement is hereby executed to be effective as of the Effective Date.

VERTEXONE:	**CLIENT:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ORDER FORM

Address Information	
Address Information	City of Billings, MT ("Client") 2251 Belknap Ave. Billings, MT 59101US
Order Form Details	
Effective Date	Final signature date of Agreement
Subscription Start Date	Agreement Effective Date
Subscription End Date	60 months from Effective Date
Subscription Fee Billing Frequency	Annually
All other Billing Frequency	Monthly
Billing Terms	in accordance with the Agreement
VertexOne Software	VXcis VertexOne Digital • VXengage (f.k.a VertexOne Customer Advantage) • VXsmart (f.k.a VertexOne WaterSmart) VXfieldwork These Software components will be implemented and supported per the Services defined in the Agreement. These systems are deployed in a SaaS environment on a private cloud that is fully hosted and managed by VertexOne. Users will utilize a computing device with an internet browser to access the VertexOne-provided services. All licenses are provided to the Client on a subscription basis and charged by metric and/or fixed fees defined below.
Annual Escalation	All fees are subject to annual increases subject to CPI with a minimum increase of 3%
Active Accounts	Number of accounts eligible to receive a bill in VXcis, including final bills that are eligible to receive a bill.
Scheduled Field Techs	Named Technician in VXfieldwork eligible to be scheduled for a job. Dispatch users do not count towards Scheduled Field Techs.

1. Subscription Fees

Starting on the Effective Date, Client shall pay VertexOne the monthly SaaS Fees for according to the Fee schedule below. Client shall pay VertexOne the Monthly Fee for a minimum of 39,000 Active Accounts. If the number of Active Accounts in any month is above the minimum of 39,000 Client will be invoiced monthly based on the Overage Rates defined in the Transactional Fees table in Section 2 for each account over the 39,000 minimum

VXfieldwork is invoiced on the number of Scheduled Field Techs, the VXfieldwork Monthly Minimum Fee detailed below is based on 10 Scheduled Field Tech, if Client wishes to increase the number of Scheduled Field Techs, the Client and VertexOne will follow the Change Management Policy.

The monthly subscription Fees are made up of the following items:

Component	Minimum Annual Fee	Unit of Measurement
VXcis	$273,112	Billable Accounts

VXengage	$25,000	Billable Accounts
VXsmart	$52,836	Billable Accounts
Premium Payment Integration – Invoice Cloud	$5,000	N/A
VXfieldwork	$36,960	Scheduled Field Techs
Contractual Discounts	($57,836)	N/A
Totals Annual SaaS Fee	**$335,072**	

2. Transactional Fees

The table below describes VertexOne's operational Fees & charges for work activities related to the provision of VertexOne's Software and Services for Client. Transactional fees are subject to annual CPI increases

For this Order Form, transactional Fees shall be subject to the following terms:

(1) Transactional Fees are determined by the volume of Services consumed and will be invoiced on the first full business day of the month following the provision of the Service, or the first full business day of the month following the availability of invoices or tracking data required to determine the payment amount.

(2) Except as expressly provided otherwise, transactional Fees are not cancelable and Fees paid are not refundable.

(3) As an express condition of the Client's use of Services, the Client agrees to pay the transactional Fees. Any undisputed amount owing under this section not paid in accordance with its due date shall be a default and subject to the rights and remedies set out in the Agreement.

Price Component	Price	Note	Billing Start Date
VXcis Overage Rate	$0.59	Per Active Account above 39,000	Effective Date
VXengage Overage Rate	$0.06	Per Active Account above 39,000	Effective Date
Ad-hoc Email Notifications Composition and Initiation Fee	$ 0.009	Per ad-hoc email generated by VertexOne Digital	Effective from point of first email generated
Ad-hoc SMS Notifications Composition and Initiation Fee	$0.009	Per ad-hoc SMS generated by VertexOne Digital	Effective from point of first SMS generated
VertexOne SMS Gateway Transactional Fee[1]	*Estimated* $0.032	Per SMS sent	Effective from point of first SMS sent
Print & Call File Generation	$ 0.005	Per document composed within VertexOne Communication Advantage and sent to for print and for	Effective from point when VertexOne Digital is used to send a print and/or

		each item sent to dialer from VertexOne Digital	dialer/call file of first file processed
Electronic Document Archival (up to 24 months)	$ 0.007	One-time charge, per item archived within VertexOne Digital	Effective from point of first document archived

[1] This fee covers VertexOne operating the SMS Gateway for Client through Twilio. Fees are based on Twilio cost to VertexOne plus ten percent (10%) VertexOne management fee. Pricing subject to change based on Twilio pricing.

3. Pass-Through Fees

It is acknowledged by the Parties that VertexOne will incur certain expenses while performing the Services which will be paid and administered by VertexOne, and which will be passed through to Clint at actual cost on VertexOne's invoices.

Additions or deletions to Pass-Through Expenses shall be addressed through the Change Management Policy.

4. Implementation Fees

Client shall pay VertexOne the following Fees and expenses in respect of the implementation Services and activities for defined in the SOW. The Implementation fees are due on the Effective Date of the Agreement. VertexOne will provide the Client a 20% holdback that will not be processed until Go-Live Date of the VertexOne Software.

Component	**Implementation Fee**
VXcis Implementation	$449,579
VXengage Implementation	$50,000
VXfieldwork Implementation	$246,794
Total	**$746,373.00**

5. Expenses

Each party will bear their own expense and costs for the Agreement unless specifically agreed in the Agreement or any SOW. Expenses, travel and accommodation costs incurred by VertexOne in performing the Services under this Agreement shall be handled and paid, if applicable, in accordance with the terms of the Agreement.

6. Rate Card

Additional requested work that falls under Exhibit A (Change Management Policy) will be billed, at the following hourly rate and do not include any requisite travel expenses. Blended rate prices are subject to annual increases based on the terms of the Agreement.

Rate Card	**Price**	**Note**
VertexOne Blended Rate	**$ 220.00**	Per hour for professional services

7. Invoicing

VertexOne is responsible for invoicing Client for Services performed pursuant to the Agreement. Itemized invoices shall include the following information (if applicable): contract number, purchase order number, description of supplies or services, quantities, unit prices, and total charges. Itemized invoices will also be emailed to durayj@ci.billings.mt.us

8. Pricing Assumptions

VXcommunicate - Emails	
1.	Client has the ability to send ad-hoc email notifications. If Client chooses to send ad-hoc email notifications, the ad-hoc communication fees outlined above apply. If the Client chooses not to send ad-hoc communications, no fees apply.
2.	There is no charge for emails related to self-service customer activity confirmation notifications (password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, leak alert, etc.).
3.	The ad-hoc email fees apply for any emails composed by VertexOne resulting from the receipt and processing of a file or transaction originating outside of the self-service application.
VXcommunicate - SMS	
4.	Client has the ability to send ad-hoc SMS (text) notifications. If Client chooses to send ad-hoc SMS notifications, the fees outlined will apply. If the Client chooses not to send ad-hoc SMS, no fees apply. Client will be subject to the Twilio fees will apply for each SMS (text) sent.
5.	System generated SMS (text) messages related to self-service customer activity confirmation notices (password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, etc.) do not count as ad-hoc SMS and do not incur a fee. Client will be subject to the Twilio fees will apply for each SMS (text) sent.
6.	The ad-hoc SMS fees apply for any SMS composed by VertexOne resulting from the receipt and processing of a file or transaction originating outside of the self-service application.
7.	VertexOne will use VertexOne's Twillio account as the SMS gateway for Client and will pass through related fees as defined in section 2
VXcommunicate - Print & Call File Composition	
8.	Client has the ability to send ad-hoc print ready files to Client's document print and mail vendor. If Client chooses to have VertexOne compose and send ad-hoc print ready files to Client's document print and mail vendor, the ad-hoc print & call file fees outlined above will apply. If the Client chooses not to send ad-hoc print ready files no fees apply.
9.	System generated print ready files do not incur the ad-hoc print fee.
10.	Client has the ability to send ad-hoc outbound dialer files to Client's outbound dialer vendor or through VertexOne's Twilio gateway. If Client chooses to send ad-hoc outbound dialer files, the ad-hoc print & call file fees outlined above will apply. If the Client chooses not to send ad-hoc outbound dialer files no fees apply.
VXrepository - Document Archival	
11.	Client has the ability to store documents in VXrepisority. If Client chooses to store documents in VXrepisority, the document archival fees outlined above will apply. The VXrepisority fee is a one-time fee for any items archived in VXrepisority. The fee is incurred at the point an item is archived and covers archival for up to 24 months. If the Client chooses not to store documents in VXrepisority no fees apply.

12.	For performance reasons, a size limit of 20 MB per document applies to documents loaded into VertexOne Document Advantage. Any requested increase in the max file size will be addressed through the Change Management Policy.
13.	Client can extend the VXrepository archive period beyond 24-months through the Change Management Policy.

VERTEXONE STATEMENT OF WORK ("SOW")

1 Project Summary

VertexOne will provide all services typically utilized to implement all Software and Services described within this SOW for the Client. As the single point of accountability, VertexOne will be responsible for implementing and the ongoing support of the VertexOne Software ss part of this SOW between VertexOne and Client.

2 Definitions

Definitions can be found in the Agreement, unless otherwise defined in this document.

3 VertexOne Software Functionality

During the project, if the Client desires to make any changes to the planned functionality to be delivered, that will be subject to the Change Management Policy, defined in Exhibit A of the Agreement.

VertexOne has included the VertexOne response to "Billings Functional Requirement" from the 2022 Utility Billing RFP as Attachment 1 – Client Functional Requirements for illustrative purposes, functionality of the VertexOne Software will be defined in Attachments 2, 3 and 4.

3.1 VertexOne Digital Functionality

VertexOne will deploy a single production instance of the VertexOne Digital platform including all applicable modules required to deliver the functionality defined within this SOW.

VertexOne has provided Attachment 2 – VertexOne Digital Project Requirements ("Attachment 2"). Attachment 2 has been reviewed by both Parties to determine VertexOne Digital functionality. Column H in Attachment 2 will determine the functionality and are defined below:

> **Yes –** functionality will be enabled during the initial VertexOne project.
> **No –** functionality will not be enabled during the initial VertexOne project. Functionality can be enabled following Functionality Sign-Off of the initial VertexOne project. Enablement of these requirements will be handled via the Change Management Process.

VertexOne is providing VertexOne Digital as a SaaS solution. With a SaaS approach, VertexOne Digital system functionality is subject to change in the future.

3.2 VXcis Functionality

VertexOne will deploy a single instance of the VXcis including all applicable modules required to deliver the functionality defined within this SOW.

VertexOne has included as Attachment 3 - VXcis Functionality ("Attachment 3"). Attachment 3 is hereby incorporated herein by reference and made a part hereof as if written word for word. Attachment 3 has been reviewed by both Parties to determine the Project implementation scope for VXcis. Column G in Attachment 3 will determine the Project scope and are defined below:

Yes – functionality will be enabled during the initial VertexOne project.
No – functionality will not be enabled during the initial VertexOne project. Functionality can be enabled following Functionality Sign-Off of the initial VertexOne project. Enablement of these requirements will be handled via the Change Management Process.

VertexOne is providing VXcis as a SaaS solution. With a SaaS approach, VXcis system functionality is subject to change in the future.

3.1 VXfieldwork Functionality

VertexOne will deploy a single production instance of the VXfieldwork platform including all applicable modules required to deliver the functionality defined within this SOW.

VertexOne has provided Attachment 4 – VXfieldwork Functionality ("Attachment 4"). Attachment 4 has been reviewed by both Parties to determine VXfieldwork functionality.

VertexOne is providing VXfieldwork as a SaaS solution. With a SaaS approach, VXfieldwork system functionality is subject to change in the future.

3.2 Functionality Sign-Off

After Final Acceptance for the Implementation Project, including closure and results acceptance of the Solution by the Client, this Statement of Work and Attachments will be formally closed with the Client and VertexOne Sign-Off.

3.3 Functionality Attachments

Attachment 1	Client Technical Requirements
Attachment 2	VertexOne Digital Functionality
Attachment 3	VXcis Functionality
Attachment 4	VXfieldwork Functionality

4 Implementation

The sections below describe the project phases, steps, and responsibilities for the implementation.

4.1 Implementation Schedule

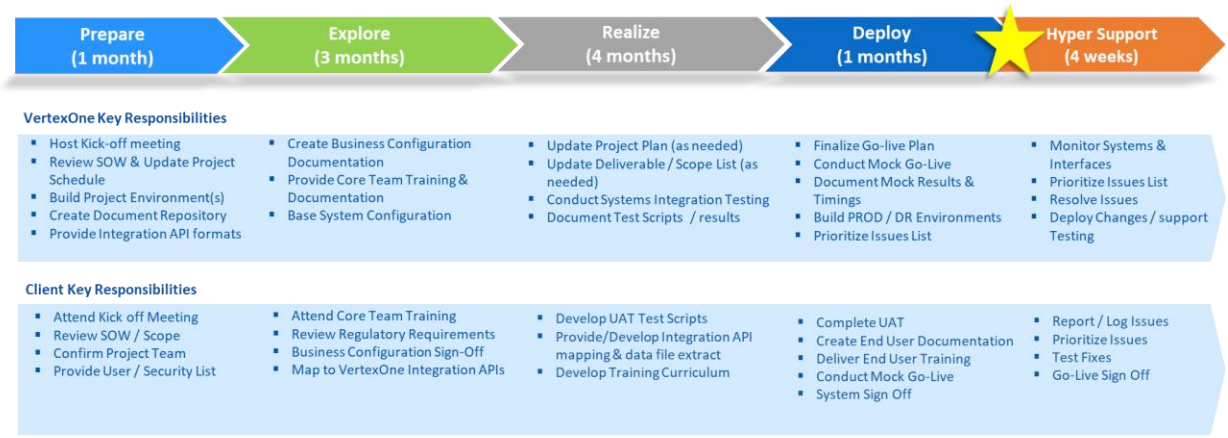
The preliminary implementation schedule below depicts the high-level schedule phases, and associated durations for the initial VertexOne Digital project. A detailed schedule will be developed and updated, as needed, during the Project which will utilize these phases. Any changes to the dates and/or durations, and requisite cost adjustments will be handled by the Change Management Process.



The Client and VertexOne understand the Project timeline and agree to communicate and adhere to that timeline, thus setting proper expectations with the Project team, stakeholders, and management.

4.2 Key Implementation Activities, Deliverables and Responsibilities

The diagram below depicts the high-level key activities, deliverables, and responsibilities for each phase of the initial VertexOne Digital implementation project. A detailed list and descriptions for each item listed below will be developed, delivered, and updated, as needed, during the Project. Any changes to the key activities, deliverables, and responsibilities will be handled by the Change Management Process.



4.3 Implementation Scope

The Client and VertexOne understand the Project scope and agree to communicate and adhere to that scope, thus setting proper expectations with the Project team, stakeholders, and management. Changes to scope will be addressed based on the terms of this Agreement.

Unless agreed upon through the Change Management Process, only items defined in Section 3 as in scope will be within the scope of this implementation Project.

“Final Acceptance” after Go-Live is based on the agreed upon in scope requirements at the end of the explore phase.

4.4 User Training

VertexOne will provide base product training via standard user stories and assist in the development of Client-specific training materials by updating baseline user stories with Client-specific gap information, as well as guidance and support to the Client training coordinator and trainers.

4.5 Change Management Process

VertexOne and the Client will follow the Change Management Process provided as Exhibit A to this Agreement.

4.6 Travel

If the Client and VertexOne determine it is needed to be on-site for activities, expenses will be billed based on actual costs incurred and will comply with VertexOne Policy for travel.

VertexOne has documented success in delivering implementations using a distributed delivery model which requires less onsite presence.

4.7 Implementation Sign-Off

After Final Acceptance for the Implementation Project, including closure and results acceptance of the Solution by the Client, this Statement of Work and Attachments will be formally closed with the Client and VertexOne Sign-Off.

5 Services

5.1 Hosted Services

The Hosted Services provided by VertexOne to Client will consist of the following configured Software components and services, as more particularly described in this SOW, the Order Form, and the Agreement:

- VertexOne Software set forth in the Order Form
- Configuration of the Software as required under Section 3 of this SOW
- Hosting of the Software
- Application management services
- Disaster recovery and business continuity services

Delivery Management is the function of sourcing, managing, and integrating support for the delivery of VertexOne post Go-Live support services set forth in this Agreement.

Delivery Management Responsibility Matrix

#	Function	Client	VertexOne
1	Serving as the central point of contact for all Service delivery related issues		X
2	Serving as the principal point of communications between all parties involved for the Services		X
3	Coordinating individual support activities		X

4	Incorporating Change Management Process and communications management process to effectively manage the Service delivery		X
5	Performing high-level project management functions for key Change Orders		X

The Hosted Services are provided using a Software as a Service ("SaaS") software delivery method that provides access to the Software and its functions remotely as a web-based service. In order for VertexOne to provide the Hosted Services in compliance with the Service Levels, VertexOne will perform the following functions:

Hosted Services Responsibility Matrix

#	Function	Client	VertexOne
	Hosted Services - IT Infrastructure Management		
1	Maintain and administer hardware/server infrastructure, troubleshoot, support, and fix hardware/server infrastructure, manage utilization and capacity of hardware/servers according to reasonable standards following the Change Management Process. Reasonable standards are based on infrastructure management and procedures.		X
2	Maintain and administer server Operating System (OS) configuration, maintain level of OS components (e.g., patches, service packs, upgrades) according to reasonable standards following the Change Management Process, troubleshoot and support server OS.		X
3	Maintain and administer software/application configuration, maintain level of software/application with current, new, and updated components (e.g., patches, service packs, upgrades) according to reasonable standards following the Change Management Process, troubleshoot and support software/application.		X
4	Monitor, manage, and report on the performance of the SaaS environment.		X
	Backup Recovery and Management		
5	Schedule, perform and monitor daily incremental backups and weekly full back-ups. Tested and verified successful backups monthly.		X

6	Perform data restore / data recovery, and application recovery as required. Tested and verified successful annually.		X
7	Manage and support the backup hardware library platforms		X
8	Maintain and support backup subsystem software components on servers (e.g., patches and software upgrades)		X
9	Coordinate off-site storage functions (authorization lists, audits, etc.)		X
10	Maintain and manage a Disaster Recovery Plan		X
	Performance and Capacity Management		
11	Maintain capacity plan based on requirements (e.g., users, new apps. etc.)		X
12	Perform trend analysis as input to capacity forecasting.		X
13	Monitor online performance of all in-scope infrastructure and environments. Cover costs need to manage and take appropriate action to address performance issues.		X
14	Perform SaaS performance tuning.		X
	Database Management		
15	Manage and administer the database environment.		X
16	Maintain and administer the database and object configuration, manage utilization and capacity of the database according to reasonable standards following the Change Management Process, troubleshoot and support the Database.		X
17	Receive and evaluate manufacturer provided database management system (DBMS) patches, updates, upgrades, and prioritize as appropriate for implementation within documented severity time frames following the Change Management Process.		X
18	Perform database object and software tuning		X
	Security Services		
19	Implement security administration requests in accordance with approved processes.		X

20	Perform user moves, adds, changes, and deletions per approved processes	X	
21	Administer VertexOne Software application security (i.e., end user authorization files, database security ids, forms).		X
22	Report security incidents within 4 hours of any validated security breach.		X
23	Maintain and support firewall subsystem software components (e.g., patches and software upgrades).		X
24	Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure. Ensure antivirus software is updated as new releases are issued.		X
25	Ensure compliance with generally accepted PCI standards in order to help protect sensitive customer information, including masking of credit/bank account numbers.		X
	Network Management		
26	Perform 24x7x365 monitoring of the Local Area Network (LAN) for the SaaS environment for satisfactory operation.		X
27	Notification to designated Client representative(s) of service interruption		X
28	Wide Area Network (WAN) Connectivity (if desired) into VertexOne Data Center	X	

5.2 Application Management Services

The system will operate on its own instance of the Hosted Services Solution and VertexOne will manage, monitor, and support Client's instance of the Software.
VertexOne resources will provide application management services remotely. Should onsite services be required, travel will be invoiced according to the Order Form.
The following describes the services provided under application management.

5.2.1 Incident Management

When a Service Error occurs within the Software, a user is required to record an incident. Resolution of Service Errors is included within the Hosted Services. Incident resolution priorities will be allocated in accordance with the Incident Priority Table set forth in this SOW. Client will be responsible for resolving Incidents that arise from issues with Client's data or deficiencies in Client's end-user training.
The following levels of support apply to incident management.

Level 1 Support (Client)

When an end-user has a problem, a designated Client support resource or a subject matter expert from each business area reviews and determines if there is an issue. If an issue is confirmed, a ticket is logged.

Level 2 Support (VertexOne)

Ticket is assigned to appropriate VertexOne resource for investigation and resolution.

The table below details specific tasks and responsibilities associated with incident management.

#	Incident Management	Responsibility	
		Client	**VertexOne**
1	Identify application incident (performance, bug, system generated error message)	X	X
1a	Identify application incident at the functional level	X	
1b	Identify application incident within the back end (e.g., email pushes)		X
2	Log application incident	X	X
2a	Log user identified incident, including assigning initial severity	X	
2b	Log incident identified by support team, including assigning initial severity		X
3	Assign severity to incident		X
4	Categorize incident as repair		X
5	Follow VertexOne Change Control process as described in Exhibit A	X	X
6	Resolve application defects (code and configuration fixes)		X
7	Test and/or validate defect correction and approve for Production Environment	X	X
7a	Test and/or validate defect correction in development environment and approve for move to QA.		X
7b	Test and/or validate defect correction in QA environment and approve for move to production.	X	
8	Resolve technical interface issues	X	X
9	Resolve system performance issue	X	X
10	Resolve data errors[1]	X	X
10a	Client owns the data and is responsible for data corrections.	X	
10b	Resolve data errors caused by programmatic issues within the VertexOne solution.		X
11	Address end user errors	X	

[1] Client owns the data and is responsible for any data correction. VertexOne can assist if a ticket is created, and the Client requests help for mass data correction. If the Client's action caused data error, then VertexOne assistance is billable.

5.2.2 **Change Requests**

Changes to the VertexOne solution requested by Client result in VertexOne creating a Change Request specification and both parties following the Change Management Process as defined in Exhibit A.

5.2.3 **Business Support Functions**

VertexOne will maintain and support functionality of the Software to facilitate effective daily business operations.

Client is responsible for data integrity, working and resolving exceptions and confirming system changes performed by VertexOne before they are moved into the Production Environment.

VertexOne maintains technical currency of the hosted environment and the application. This includes applying periodic infrastructure refreshes and product releases. VertexOne will notify the Client in advance of any infrastructure refreshes and product releases, unless otherwise specifically agreed upon by VertexOne and the Client. The periodic product release involves applying the new product version to client QA environment, performing regression testing, and providing release notes. Client acceptance testing is advised as part of this release.

The table below further defines business support functions responsibilities that are included as Hosted Services.

#	Function	Client	VertexOne
1	Manage, monitor and support VertexOne solution		X
2	Manage, monitor, support and coordinate interfaces to/from the Software and the Hosted Services environment.		X
3	Oversight and management of Client internal systems and 3rd Party systems which interface to the Hosted Services environment	X	
4	Manage, monitor, support Batch Processing		X
5	Update to User Security Role	X	
6	Update to User Security Group Permissions		X
7	Generate and log application, transactional exceptions		X
	Manage and resolve application, transactional exceptions	X	
8	Log user support questions as Service Requests	X	
9	Respond to user support questions		X
10	Follow the VertexOne Change Management Process as described in Exhibit A.	X	X
11	Log Service Requests requesting configuration changes and support tasks for Level 2 Support	X	
12	Complete requested configuration changes and support tasks		X
13	Test and/or validate on configuration changes and approve for Production Environment	X	X
14	Acknowledgement that unit test has been successfully completed, that dependencies with other objects have		X

	been considered and that the change is approved for move to Production Environment.		
15	Acknowledgement that UAT has been successfully completed, that impacted users have been notified or trained if applicable and that the change is approved for move to Production Environment.	X	
16	Acceptance testing of periodic releases	X	
16a	Perform Annual PCI Security Assessment		X
16b	Perform Annual SOC I Type 2 Audit		X
17	Management of VertexOne Digital templates[1]	X	

5.3 Outage and Disaster Recovery Services

An Outage is a Severity 1 level incident and is prioritized and worked in accordance with severity definition in section 6 'Incident Priority Definition'. If it is determined that the issue is the Client's responsibility, i.e., with Client's network connecting to VertexOne's data center, then VertexOne immediately notifies Client through agreed means of communication.

Disaster Recovery (DR) services deal with a Disaster in which catastrophic events have occurred destroying or rendering the primary production servers, or equipment they rely on, inoperable.

VertexOne shall operate a secondary system at a data center facility that is geographically remote from the primary system on which the Software and Hosted Services are hosted. Except for its location and housing facility, the secondary system shall: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have backups of all Client Data capable of a 24 hour recovery point objective stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Agreement during any outage or failure of the primary system**.** VertexOne shall operate, monitor, and maintain such secondary system so that it may be activated within a recovery time objective of 72 hours of any failure of the Hosted Services for which a disaster is declared.

If VertexOne determines that the production system is unrecoverable, and the production system must be switched over to the backup data center, a Disaster Recovery Declaration is declared by VertexOne, and the Client is notified.

VertexOne develops and maintains a Client specific DR Plan and performs an annual Disaster Recovery test to validate the procedures. This DR Plan documents the strategies, personnel, procedures, and resources that will be used to respond to any major outage or long-term business interruption due to a service interruption or declared disaster.

VertexOne is providing the following key performance indicator (KPI) targets related to Outages. These KPIs are intended as the operational targets.

KPI	KPI Definition	KPI Target
Recovery Time Objective (RTO)	Target time for full capacity system recovery of VertexOne hosted solutions.	< 4 hours
Recovery Point Objective (RPO)	Target age of restoration data backup.	< 1 hour

6 Incident Priority Definitions

VertexOne shall provide the Hosted Services in accordance with the following guidelines:

Severity	Impact Definition	Response Objectives	Update Frequency
Severity 1	**Emergency** • Business is not operational with significant performance issues, financial impact, and/or number of customers impacted. • Specifically, critical business function cannot be performed, a key component is unavailable or is materially nonfunctional. There is no immediate work-around. • Goes to top of work queue and is top priority until resolved.	Technician Response Time </ = 1 hour	1 Hour
Severity 2	**Critical** • Business is operational but with degraded performance, major financial impact, and/or customer impact. • Specifically, a critical business function is partially functional, or is functional via a work-around at a limited capacity or has a defect that creates errors or anomalous results to customers and/or financials.	Technician Response Time </= 4 business hours	4 Hours
Severity 3	**Restricted** • Business is operational but with either reduced performance, minor financial impact, and/or customer impact. • Specifically, a business function has a slight restriction of function of a non-critical nature, or a workaround is required to maintain normal operations, or a function has a defect which creates errors or anomalous results.	Technician Response Time < 8 business hours	When work starts and upon completion
Severity 4	**Not Urgent** • The component is fully functional and may only contain a cosmetic flaw, a misspelled or cryptic message, or a documented misinterpretation of functionality.	Target Response Time < 16 hours	When work starts and upon completion
Severity 5	**Request** • Task or Change Request • Request for change of a new service, feature, or hardware	As per Change Management Process	When work starts and upon completion

Response Objectives: Measured as the time from which an incident was assigned to VertexOne in the ticketing system until the incident was assigned and work on incident has commenced, as indicated by status on the incident.

Update Frequency: Frequency with which VertexOne communicates updates to Client contact person.

7 Service Levels

This section describes the Service Levels that VertexOne shall meet during the Term of this Agreement to be provided to Client.

VertexOne shall provide the Hosted Services in accordance with the following Service Levels:

Service Level #	Service Level	Service Level	Metric
1	SaaS/Application Availability	99.5%	This metric measures the availability of the Service. This measurement is calculated as the total uptime of the Service excluding Scheduled Down- time and Disaster scenarios, divided by the total number of minutes in the reporting period, expressed as a percentage.
2	Incident Technician Average Response Time Severity 1 (S1)	Average of S1s </= 1 hour	This metric measures the technician response time to a S1 incident. This measurement is calculated as the average of S1 incidents during the reporting period in which they were responded to within the defined response time.
3	Incident Technician Average Response Time Severity 2 (S2)	Average of S2s </= 4 business hours	This metric measures the technician response time to a S2 incident. This measurement is calculated as the average of S2 incidents during the reporting period in which they were responded to within the defined response time.

8 Assumptions

This statement of work is based on the following assumptions. Any changes to these assumptions may result in changes to the project schedule, timelines, costs, etc. Any such change will be brought to the attention of the steering committee and as applicable, the Change Management process.

#	Assumption
	General
1.	Any required travel and related expenses related to the services specified in this SOW will be passed through to the Client as per agreed upon travel policies. All such travel will be pre-approved by the Client.
2.	The Client will provide a dedicated team and will integrate their activities with our project plan.
3.	The Client will provide subject matter experts available to the project that have knowledge of the Client's internal processes.
4.	Any resource constraints either from the Client or any other 3rd party vendors that result in changes to the Project Timelines will be addressed via the Change Management Process.
5.	The Client is responsible for User Acceptance Testing

6.	Unless otherwise stated in this SOW, the Client is responsible for development of all end user training materials and the delivery of all end user training.
7.	Requests for additional training beyond the initial onsite training is subject to additional costs.
8.	Any changes to 3rd party vendors not stated in this proposal may result in changes to the timeline, project scope and cost. Such changes will be addressed via the Change Management Process.
9.	The Client will manage 3rd party vendor relationships, where the vendor has contracted through the Client.
10.	The Client is responsible for any regulatory requirements, defining and providing to VertexOne. Any system changes as a result of regulatory changes are the responsibility of the Client and managed via the Change Management Process.
11.	Any audit requests by the Client will follow the Change Management Process, and all associated costs with any audits requested by client will be charges following the Change Management Process.
12.	The Client is responsible for providing any network connectivity from the Client to the VertexOne data center.
13.	The Client will provide IT resource to establish network connectivity to the VertexOne solutions.
14.	VertexOne Software is provided as a SaaS and we continually are enhancing the product. As a result, functionality will evolve over time and related functional requirements are subject to change in the future.
15.	Content and design of all materials are subject to change over time, as VertexOne Software incorporates new features.
16.	Changes to VertexOne Software base code will follow the Change Management Process. Request that are approved will be added to the VertexOne Software roadmap.
17.	VertexOne's Implementation relies on utilizing VertexOne Best Practices. Deviation from Best Practices may result in additional project scope which will be managed via the Change Management process.
18.	VertexOne and Client will agree to find workaround solutions that address gaps vs adding additional functionality that increases project scope and cost.
19.	VertexOne assumes Client and/or Client's 3rd Party Vendors will meet VertexOne Software standard APIs for integrations. If Client and/or Client 3rd Party Vendors cannot meet the VertexOne Software standard APIs, VertexOne can assist with the integration to these external systems, via the Change Management Process.
20.	Integration with applications other than those specified in this SOW will be addressed through the Change Management Process
21.	Client agrees to a minimum of one system upgrade per the annual Release calendar
	VertexOne Digital
22.	End User views of interval data is dependent on the intervals the Client can provide VertexOne.
23.	The Client is responsible for providing VertexOne key program inputs for configuration of the VertexOne Digital platform. These include access to meter data as well as configuration options (I.e., logos and contact information).
24.	The Client is responsible for delivery of all functionality dependencies listed in Column G in Attachment 1.
25.	VertexOne will configure 3 forms for the Client that will collect information that will be provided to the Client for manual processing.
26.	VertexOne will configure 3 wizards to collect response information that will call a VXcis API to pass the information to VXcis for automated processing.
27.	VertexOne assumes no user migration from existing the Client customer facing portal. User migration from current customer facing portal will follow the Change Management Process (CMP).

28.	The migration/import of any historical electronic document images will incur a one-time document archival load fee based on the volume of documents to upload, size of the documents and retention period. This fee will be addressed through the Change Management process once the full scope of the historical migration has been defined.
29.	The Client is responsible for any direct interaction with your customers. VertexOne does not communicate directly with the Client's customers.
30.	Variables must be configured in both VertexOne Digital and the VXcis before they can be used in a communication template. Configuration of variables after the implementation project (new or change) will follow the Change Management Process.
31.	VertexOne provides the ability to initiate outbound SMS messaging by submitting the request to Twilio.
32.	VertexOne provides the ability to initiate or automated, outbound dialer calls through Twilio.
33.	The implementation of VertexOne Digital supports the ability to provide print ready documents to the Client's print vendor. VertexOne pricing does not include the cost of printing and postage for documents sent to the Client print vendor by VertexOne Digital.
	VXfieldwork
34.	Complex work order types such as long duration or compound dependencies may require customized configuration and will be addressed through the Change Management process
35.	Configuration of inventory/parts/warehouse functionality and timesheet functionality is out of scope for this SOW and inclusion would be addressed through the Change Management process
36.	VXfieldwork Inventory functionality is currently out of scope
37.	VertexOne assumes VXcis will be the system of record for both VXfieldwork and Client's existing CityWorks solution.
38.	VXfieldwork will be able to consume data from Client's existing CityWorks solution.
39.	VertexOne assumes Client's existing CityWorks solution will integrate with VXcis to pass information from VXfieldwork. If Client desires to have VXfieldwork pass information to Client's existing CityWorks solution, VertexOne and Client will follow the Change Management Process.
	3rd Party Licenses
40.	The Client is responsible for all Google Licenses to provide the VertexOne Digital functionality that is in scope. The following are the Licenses and APIs needed from Google:
a.	Maps Embed API
b.	Maps JavaScripts API
c.	Geocoding API
d.	Translate
41.	The Client is responsible for the license for Geocode.io in order to provide additional mapping functionality provided in VertexOne Digital.

System Functional Requirements	VERTEXONE RESPONSE	NOTES
1. Describe general functionality of solution including items below:		
a. Include a user-friendly, browser-based user interface.	Yes, VXcis offers this functionality as part of the out of the box offering.	
b. Include user defined fields with parameters defined by the user.	Yes, VXcis offers this functionality as part of the out of the box offering.	
c. Use efficiencies to expedite processes such as setting up new accounts, meter changes, creating service orders, delinquencies and penalties, and billing.	Yes, VXcis offers this functionality as part of the out of the box offering.	**VXcis** features "Workflows" which move the user through a fixed series of pages, ending with the Finish Step pages. The guided process takes the guess work out of the process and walks the end-user through the process as defined by the utility. The Finish pages facilitate process completion by enabling the user to do one or more of the following (depending on the pages viewed or updated by the user). • Create a service order • Add a one-time fee • Add a recurring fee • Create a pre-formatted letter from a template • Capture interaction with the customer as a customer task The design is grounded in real-life usability studies of utility customer service representatives as well as thousands of hours of analysis around call types, user behaviors, business processes and best practices. The result is a highly interactive desktop application that is designed to achieve optimum business performance. The Add Customer and/or Account System Guided Process guides a user through searching for an existing customer with options of Creating New Customer/Account or adding a new Account to an existing Customer. A customer may have multiple accounts under a customer number. Utility specific business rules as well as the real-time USPS Address validation ensures accurate and standardized information is captured while creating an account.
d. Provide various levels of security. Access should allow each user group to be granted full access, read only access to limited access, and allow for administration of user access and password administration.	Yes, VXcis offers this functionality as part of the out of the box offering.	Internal Users: **VXcis** provides Role-Based Access Control and security capabilities within the Application. We can integrate to AD using SAML authentication. VertexOne will work with The City, during the implementation, to define and configure User-Id or Password minimum standards. **VXcis** provides for access around business functions and role to determine what user is permitted to do in the system. Based on security setup, a user might not have authority to perform all functions. Menu options, pages, fields or buttons might be "gray" and/or unavailable for users without sufficient authority. External Customers: **VXcis** is fully integrated with **VertexOne Digital**. This integration facilitates secure access to customer information via a customer's log-in credentials and secure integration to the CIS.
e. Provide administration including the ability to change or update field values within the system.	Yes, VXcis offers this functionality as part of the out of the box offering.	
f. Provide technical support for software and hardware between 8:00 and 5:00 Mountain Standard Time Monday through Friday.	Yes, VXcis offers this functionality as part of the out of the box offering.	
g. Interface with cash receipts, general ledger, meter reading software, remittance processing, Routeware, GIS mapping and web application.	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.	
h. Identify if product is address based or parcel based.	VXcis is address based and can tarck parcels as well.	
i. Product should link address and parcel including stacked parcels.	Yes, VXcis offers this functionality as part of the out of the box offering.	
j. Vendor should describe how PCI-DSS compliance is maintained. Vendor should identify and PII data that should be protected.	VertexOne maintains PCI compliance for the collection and processing of payment information. VertexOne does not store PCI data, we collect and pass the data to third party payment processors. We undergo an annual audit to maintain this compliance. VertexOne maintains a PCI compliant zone within our datacenter. This zone is firewalled from the non-PCI zone to adhere to the PCI standards.	
2. Describe how the solution provides customer account and location management including items below:		
a. Ability to enforce business rules on all system transactions so that user errors can be minimized.	Yes, VXcis offers this functionality as part of the out of the box offering.	
b. Allow for documents (photos, letters, etc.) to be attached to an account and viewable by authorized system users.	Yes, VXcis offers this functionality as part of the out of the box offering.	**VXrepository** is included within **VertexOne Digital**. **VXrepository** is fully integrated with our **VXcis** and **VertexOne Digital** to facilitate Customer Care and/or end customer self-service viewing and printing of applicable archived documents. If implemented, VertexOne will retain documents in **VXrepository** in accordance with our agreed upon document retention and/or SLA standards. Reprinting of documents is addressed based on the business scenario driving the reprint. 1.Self-service - archived Statements and Letters can be self-served via the **VertexOne Digital** platform. The customer can select and view the .pdf image of the document and can locally print. 2.Recreated statements (with updated statement messages or adjusted billing) - Statements can be recreated through the **VXcis** In this scenario, a new XML file is sent to for composition print/mail – and would be used when we want current messaging to appear or for adjusted billing. 3.Customer Care reprints – occur directly from the document archival 4.With **VXrepository**, the agents select the archived document and can choose to print. 5.With OnBase, the re-print would work as it currently does.
c. Support an unlimited number of accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	
d. Product should track customer classification and type of services provided.	Yes, VXcis offers this functionality as part of the out of the box offering.	The 'Quick Reference' area along the left panel of the screen displays customer information, as well as context-specific information such as alerts. The information in the quick reference is always displayed, regardless of what task the CSR is performing. Information included in the panel includes: account alerts, recent task and service order history, balance and recent billing information, flags notifying programs initiated, credit rating, the Customer Tree with connected services.
e. Ability to view all customer account activity in one location, including, but not limited to read history, billing history, payment history, notes, etc.	Yes, VXcis offers this functionality as part of the out of the box offering.	
f. Ability to make changes to customer account from customer account information screen.	Yes, VXcis offers this functionality as part of the out of the box offering.	
g. Ability to define, add, change, and delete an unlimited number of account types.	Yes, VXcis offers this functionality as part of the out of the box offering.	
h. Ability to query an account based on various search criteria such as customer name, account number, parcel number, or service address.	Yes, VXcis offers this functionality as part of the out of the box offering.	**VXcis** search allows for single or multiple criteria including name, address components, status, parcel number, meter ID, account, and location attributes and balance ranges. Legacy account ID and other utility specific identifiers can also be configured as search criteria.
i. Provide summary and detail level inquiry of customer accounts, consumption, and amount paid per year.	Yes, VXcis offers this functionality as part of the out of the box offering.	
j. Provide user defined fields to be maintained for each record.	Yes, VXcis offers this functionality as part of the out of the box offering.	
k. Ability for unlimited notes on accounts with ability to assign alert flags where needed.	Yes, VXcis offers this functionality as part of the out of the box offering.	
l. Ability to track frozen meter accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	All accounts and locations will continue to be tracked regardless of meter status.
m. Ability to provide an audit trail for changes to an account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
n. Support unlimited transaction and consumption history.	Yes, VXcis offers this functionality as part of the out of the box offering.	
o. Accommodate new customers at an existing service address through a transfer function.	Yes, VXcis offers this functionality as part of the out of the box offering.	
p. Ability to track property owner as well as tenant.	Yes, VXcis offers this functionality as part of the out of the box offering.	
q. Ability to transfer customer balances and other related information to a new account when a customer transfers to a new service address.	Yes, VXcis offers this functionality as part of the out of the box offering.	**VXcis** supports the transferring of unpaid charges and deposits to the new account but our best practice is to maintain the same account ID and associate it to the new premises. This enables the utility to retain all pending charges as well as all history associated to the account.
r. Provide ability to attach scanned documents to a customer record.	Yes, VXcis offers this functionality as part of the out of the box offering.	
s. Provide ability to mark an account as an "internal" account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
t. Provide a CASS certification process to insure and maintain accurate postal information.	Yes, VXcis offers this functionality as part of the out of the box offering.	**VXcis** has real-time built in USPS validation upon mailing and service address entry. The solution will return the USPS recommended address and will update automatically. **VXcis** can be configured to require validation prior to storing any new address.
u. Ability to track information through the system by customer. Ability to view all accounts a customer has had and current status of accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	
v. Ability to track an unlimited number of user defined events on an account (i.e., late notices, shut offs, sent to collections).	Yes, VXcis offers this functionality as part of the out of the box offering.	
w. Ability to display account information via web application.	Yes, VXcis & VertexOne Digital offer this functionality as part of the out of the box offering.	
x. Ability to track information through the system by contract or property. Ability to see all accounts at a given property and be able to view all accounts associated with a customer.	Yes, VXcis offers this functionality as part of the out of the box offering.	
3. Describe the rates and fee schedules that the solution includes and ability to handle the items below:		
a. Ability to define add, change, and delete an unlimited number of rate code types and amounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	
b. Ability to define an effective date for rate tables and prorate charges based on the effective date.	Yes, VXcis offers this functionality as part of the out of the box offering.	The system maintains a full listing of all current & historical rates by effective date. They are available to review from the Services pages. Any prior period usage adjustment will be applied against the original rate, even if a newer rate exists. **VXcis** records the configurable proration type by rate or charge code. The proration type determines the number of days threshold and if eligible on base charge, rate step or rate amount.

c. Ability to define water and wastewater service rates that are consumption based, fixed, percentage based, tiered or seasonably averaged.	Yes, VXcis offers this functionality as part of the out of the box offering.	
d. Ability to define storm fees that are fixed or based on square footage of impervious area of the parcel.	Yes, VXcis offers this functionality as part of the out of the box offering.	
e. Ability to define solid waste rates that are fixed, based on container size, and frequency.	Yes, VXcis offers this functionality as part of the out of the box offering.	
f. Ability to define distribution of fees to multiple general ledger accounts based on user defined account types, fee category, service type, or reason code.	Yes, VXcis offers this functionality as part of the out of the box offering.	
g. Ability to prorate customer charges for service to date of occupancy.	Yes, VXcis offers this functionality as part of the out of the box offering.	
h. Ability to back date the date of occupancy.	Yes, VXcis offers this functionality as part of the out of the box offering.	
i. Ability to define, add, change and delete an unlimited number of service types.	Yes, VXcis offers this functionality as part of the out of the box offering.	
j. Ability to calculate industrial pretreatment surcharge (BOD/TSS).	Yes, VXcis offers this functionality as part of the out of the box offering.	
k. Ability to assess surcharge for groundwater flow into storm sewer based upon surface area of drainage, amount of rainfall and current rate.	Yes, VXcis offers this functionality as part of the out of the box offering.	
l. Ability to stop and start dates for individual fees on an account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
4. Describe in detail the meter reading functionality of the solution including the items below:		
a. Ability to define and add, change, and delete an unlimited number of meter types.	Yes, VXcis offers this functionality as part of the out of the box offering.	
b. Ability to maintain an unlimited number of meters.	Yes, VXcis offers this functionality as part of the out of the box offering.	
c. Ability to identify a meter by type size, serial number, manufacturer, location, install date and test date.	Yes, VXcis offers this functionality as part of the out of the box offering.	
d. Ability to enter meter reading data through data entry screens from handheld devises or automated meter reading system.	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.	
e. Service consumption automatically calculated upon entry of meter reading with ability to edit readings.	Yes, VXcis offers this functionality as part of the out of the box offering.	VertexOne provides the ability to change meter reads through the Correct Read/Usage function allowing the user to reset reads & usage for multiple months with the system determining the correct billing usage & associated dollar adjustment. The adjustments are then consolidated and can be presented on an immediate off cycle bill or on the next regular cycle bill. A complete reading history is maintained with the original corrected and updated billed read visible to the user.
f. Allow concurrent meter reading data entry of one route while processing billing for another.	Yes, VXcis offers this functionality as part of the out of the box offering.	**VXcis** allows for unlimited meter reading routes and bill cycles as defined on the premises or service and has the ability to bill anything when ready to bill. The meter reading download & upload as well as the bill process is triggered based on the utility configured bill calendar and then run automatically through our job scheduler. The bill calendar can be set to bill at any frequency desired and the job scheduler can run multiple routes at the same time.
g. Ability to maintain a list of "frozen" water accounts and send notice to affected property owners.	Yes, VXcis offers this functionality as part of the out of the box offering.	
h. Ability to list overtime or turn off fees separately on invoice.	Yes, VXcis offers this functionality as part of the out of the box offering.	
i. Maintain meter readings and dates independent of customer or account changes.	Yes, VXcis offers this functionality as part of the out of the box offering.	
j. Provide ability to enter a meter change without interruption of the billing cycle and final billing.	Yes, VXcis offers this functionality as part of the out of the box offering.	
k. Generate work orders based on meter reading exception messages and actions entered along with meter reading.	Yes, VXcis offers this functionality as part of the out of the box offering.	
l. Ability to describe the location of the meter at the service location.	Yes, VXcis offers this functionality as part of the out of the box offering.	
m. Ability to view a history of all meters that have been installed at a service location.	Yes, VXcis offers this functionality as part of the out of the box offering.	
n. Ability to record unlimited notes for a meter.	Yes, VXcis offers this functionality as part of the out of the box offering.	
o. Ability to define meter read types.	Yes, VXcis offers this functionality as part of the out of the box offering.	
p. Ability to estimate meter reads based on user defined history preferences.	Yes, VXcis offers this functionality as part of the out of the box offering.	
q. Ability to estimate reads by route or by cycle, mass estimates.	Yes, VXcis offers this functionality as part of the out of the box offering.	
r. Ability to identify reads that were estimated versus actual.	Yes, VXcis offers this functionality as part of the out of the box offering.	
s. Ability for system to automatically identify roll over readings based on meter setup.	Yes, VXcis offers this functionality as part of the out of the box offering.	
t. Flexible high/low feature that allows the user to set a range of parameters that produce consumption edit.	Yes, VXcis offers this functionality as part of the out of the box offering.	
u. Ability to change out meters at any time. Where meters have been changed out, ability to show separate individual meter readings and consumption and to show total consumption and billing amount on the same bill.	Yes, VXcis offers this functionality as part of the out of the box offering.	
v. Ability to change meter reading sequence without changing customer account number.	Yes, VXcis offers this functionality as part of the out of the box offering.	
w. Ability to graphically display consumption history for an account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
x. Ability to display average consumption by month and day for an account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
y. Ability to view consumption history in numerical and graphical format via web application.	Yes, VXcis & VertexOne Digital offer this functionality as part of the out of the box offering.	
z. Maintains reading instructions, prints instructions on read sheets and provides information in meter reading handheld equipment.	Yes, VXcis offers this functionality as part of the out of the box offering. This is achieved integration between the City's MDM and VertexOne VXcis.	
aa. Allows user to flag individual accounts for which zero consumption is not considered to be an exception.	Yes, VXcis offers this functionality as part of the out of the box offering.	
bb. Prints meter route pages in customer number or route sequence number order.	Yes, VXcis offers this functionality as part of the out of the box offering.	
5. Describe in detail the billing management capabilities of the system including the items below:		
a. Supports single or multi cycle billing system.	Yes, VXcis offers this functionality as part of the out of the box offering.	
b. Provides a complete or exception only billing pre-list for review prior to bill printing.	Yes, VXcis offers this functionality as part of the out of the box offering.	
c. Allows printing of multiple cycles in one billing run.	Yes, VXcis offers this functionality as part of the out of the box offering.	
d. Generates one utility bill covering all services and charges and itemizes charges separately.	Yes, VXcis offers this functionality as part of the out of the box offering.	
e. Maintains a file of comments for inclusion on utility bills, reminder notices or shut off notices.	Yes, VXcis offers this functionality as part of the out of the box offering.	
f. Ability to send automated email or text communications to customers based on city defined parameters (delinquent accounts, late payment notices, readings out of bounds, etc.).	Yes, Vxcis & VertexOne Digital offer this functionality as part of the out of the box offering.	
g. Provides user defined free form message on bills.	Yes, Vxcis & VertexOne Digital offer this functionality as part of the out of the box offering.	
h. Ability to send bills or messages to customer phones or mobile devices.	Yes, VertexOne Digital offer this functionality as part of the out of the box offering.	
i. Capable of including, but not limited to the following information on the bill: billing date, account number, service period, current meter reading, prior meter reading, consumption billed, itemized charges, balance forward, amount due, due date, numerical and graphical prior same period usage and average gallons used per day.	Yes, VXcis offers this functionality as part of the out of the box offering.	
j. Ability to calculate Garbage utility based on garbage can size, number of cans, number of pickups per week, residential versus commercial, garbage and extra pickups separately.	Yes, VXcis offers this functionality as part of the out of the box offering.	
k. Ability to track garbage and recycle routes and their pick up day.	Yes, VXcis offers this functionality as part of the out of the box offering.	
l. Ability to charge add on fees (dumpsters, roll offs, large items).	Yes, VXcis offers this functionality as part of the out of the box offering.	
m. Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.	Yes, VXcis offers this functionality as part of the out of the box offering.	
n. Ability to view and reprint a past bill at any time.	Yes, VXcis offers this functionality as part of the out of the box offering.	
o. Produces final notices.	Yes, VXcis offers this functionality as part of the out of the box offering.	
p. Ability to produce statements for customers with multiple utility accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	
q. Ability to export bills to a file for 3rd party printing.	Yes, VXcis offers this functionality as part of the out of the box offering.	
r. Ability to prorate bills for new and closed accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	
s. Calculates final bills during any cycle based on the internal issuance of a turn off service order or closing a customer account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
t. Supports billing adjustments such as read errors, automatically adjusts billing amount and history.	Yes, VXcis offers this functionality as part of the out of the box offering.	
u. Allows printing of a third party (dual notification) bills during bill run.	Yes, VXcis offers this functionality as part of the out of the box offering.	
v. Ability to not print a paper bill and email the bill to the customer or an option to both print and email.	Yes, VXcis & VertexOne Digital offer this functionality as part of the out of the box offering.	
w. Ability to maintain multiple email accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.	
x. Support budget billing which must also be identified as the amount due when accessing payment amount due.	Yes, VXcis offers this functionality as part of the out of the box offering.	
6. Describe the financial management functionalities of the system including the items below:		
a. Allows positive or negative transaction adjustment with a complete audit trail.	Yes, VXcis offers this functionality as part of the out of the box offering.	
b. System automatically prepares transaction batches in a batch format for posting to general ledger including billing, cash receipts, NSF's, adjustments, etc.	Yes, VXcis offers this functionality as part of the out of the box offering.	
c. Provides automatic allocation of payments to billed service with ability to adjust or override the default distribution.	Yes, VXcis offers this functionality as part of the out of the box offering.	
d. Accepts over payment or credit adjustment with amount maintained as unapplied credit balance or to be applied to the next service bill.	Yes, VXcis offers this functionality as part of the out of the box offering.	
e. Provides complete audit trail of payments processed for reconciliation prior to general ledger cash posting.	Yes, VXcis offers this functionality as part of the out of the box offering.	
f. Ability to import payment records from e-payment and lockbox services vendors.	Yes, VXcis offers this functionality as part of the out of the box offering.	
g. Ability to accept full, over, partial and prepayments.	Yes, VXcis offers this functionality as part of the out of the box offering.	
h. Ability to distribute partial payments based on user defined preference (due date, service type or percentage).	Yes, VXcis offers this functionality as part of the out of the box offering.	
i. Provision for data entry correction of any distribution errors.	Yes, VXcis offers this functionality as part of the out of the box offering.	
j. Provide for auto-pay option for customers to pay from customer's bank account or credit card.	Yes, VXcis & VertexOne Digital offer this functionality as part of the out of the box offering.	
k. Ability to scan payment information directly into the system using bar code or OCR scanner.	Yes, VXcis can integrate with an OCR scanner of the utility's choice.	
l. Ability to support payment arrangements for customers to schedule payments for outstanding balances.	Yes, VXcis offers this functionality as part of the out of the box offering.	
m. Ability to display transaction history including bills, receipt adjustments, credits, and refunds for an account.	Yes, VXcis offers this functionality as part of the out of the box offering.	
n. Ability to display details of transaction and drill down to transaction.	Yes, VXcis offers this functionality as part of the out of the box offering.	

o. Accepts only one deposit per customer account.	Yes, VXcis offers this functionality as part of the out of the box offering.
p. Ability to automatically apply deposits to a final bill or an account that has been in good standing for a user defined period of time.	Yes, VXcis offers this functionality as part of the out of the box offering.
q. Ability to automate the credit/refund process by batch.	Yes, VXcis offers this functionality as part of the out of the box offering.
r. Ability to automatically apply deposits to the correct revenue accounts.	Yes, VXcis offers this functionality as part of the out of the box offering.
s. Ability to display account transaction history via web application.	Yes, VXcis & VertexOne Digital offer this functionality as part of the out of the box offering.
t. Ability to pay outstanding balances or set up automatic payment from credit card or checking account via web application.	Yes, VXcis & VertexOne Digital offer this functionality as part of the out of the box offering.
u. Ability to track deposits and interest on all deposits.	Yes, VXcis offers this functionality as part of the out of the box offering.
v. Provides ability to initiate bankruptcy on account marking previous balance as uncollectable to maintain account history and provide audit trail for uncollectable balance.	Yes, VXcis offers this functionality as part of the out of the box offering.
w. Provide API/Web Services for posting real-time payments from payment processing vendor(s).	Yes, VXcis offers this functionality as part of the out of the box offering.
7. Describe in detail the delinquency management functionalities of the solution including the items below:	
a. Ability to age accounts in 30, 60, 90 and 120 day increments.	Yes, VXcis offers this functionality as part of the out of the box offering.
b. Ability to automatically add late penalties or interest to delinquent accounts according to a flexible rate structure determined by the user.	Yes, VXcis offers this functionality as part of the out of the box offering.
c. Automatic printing of shut off notices and service orders through interface to service order system.	Yes, VXcis offers this functionality as part of the out of the box offering.
d. Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance.	Yes, VXcis offers this functionality as part of the out of the box offering.
e. Automated special payment arrangements allowing customers to pay amount due over time.	Yes, VXcis offers this functionality as part of the out of the box offering.
f. Ability to automatically assess a charge to an account if a shut off is processed.	Yes, VXcis offers this functionality as part of the out of the box offering.
g. Ability to generate a file to transfer unpaid utility balance to property tax records.	Yes, VXcis offers this functionality as part of the out of the box offering.
h. Allows selected account to be flagged as exempt from past due notices for accounts that have made payment arrangements.	Yes, VXcis offers this functionality as part of the out of the box offering.
i. Processes account for write off and collection.	Yes, VXcis offers this functionality as part of the out of the box offering.
j. Maintain a dynamic shut off list that can be automatically or manually updated.	Yes, VXcis offers this functionality as part of the out of the box offering.
k. Ability to populate third party notification system with account holders information so customer can be notified prior to termination of service.	Yes, VXcis offers this functionality as part of the out of the box offering.
8. Describe the service order management functionalities including the items below:	
a. Ability to define, add, change, and delete an unlimited number of service order types.	Yes, VXcis offers this functionality as part of the out of the box offering.
b. Service order system provides automated updates to the utility billing system upon completion of service order.	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.
c. A history of all service orders related to a service address should remain with the service address record. Service orders should provide drill down functionality for detail of actual service order.	Yes, VXcis offers this functionality as part of the out of the box offering.
d. Ability to automatically update customer, location, meter and account information upon completion of service order action.	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.
e. Ability to print or email service orders based upon a user defined selection criteria or defined workflow.	Yes, our optional VXfieldwork solution offers this functionality as part of the out of the box offering.
f. Ability to dispatch or receive completed service orders via email.	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.
g. Ability to track work orders and provide reports for active and completed work orders.	Yes, VXcis offers this functionality as part of the out of the box offering.
h. Ability to automatically generate service orders for certain situations, included, but not limited to meter turn-on for start service request, meter turn-off for stop service request, and meter turn-on for on after non-pay service request.	Yes, VXcis offers this functionality as part of the out of the box offering.
i. Ability to create service orders within the utility billing software and then send to a mobile dispatch solution utilizing one of the following options:	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.
i. Mobile service order system/module included with the utility billing system that provides the following functionality:	Yes, our optional our optional VXfieldwork solutionwork solution offers this functionality as part of the out of the box offering.
1. User-interface with a Dashboard showing status of open/pending service orders which includes a list of available resources for assignment, list of service orders to be assigned, map view of the open service orders.	Yes, our optional our optional VXfieldwork solutionwork solution offers this functionality as part of the out of the box offering.
2. A user-interface that enables Public Works users to easily dispatch/assign service orders to field staff, as well as provide exception management capabilities.	Yes, our optional our optional VXfieldwork solutionwork solution offers this functionality as part of the out of the box offering.
3. Ability to have some Service Orders directly assigned to field staff (i.e., auto-dispatching).	Yes, our optional our optional VXfieldwork solutionwork solution offers this functionality as part of the out of the box offering.
4. Ability to optimize resource schedules via routing capabilities and provide centralized management of all work, resources, and inventory/parts, if applicable.	Yes, our optional our optional VXfieldwork solutionwork solution offers this functionality as part of the out of the box offering.
5. Robust mobile capabilities that can be used on most common mobile devices (i.e., Apple, Android, Google, etc.).	Yes, our optional our optional VXfieldwork solutionwork solution offers this functionality as part of the out of the box offering.
6. Rule-based and have the ability to be configured according to Public Works rules. ii. Two-way web services API interface with the City's existing CityWorks system that can fulfill the above requirements via the interface by sending and receiving the required service order data.	Yes, VXcis & our optional VXfieldwork solution offer this functionality as part of the out of the box offering.
9. Describe the reporting capabilities of the solution including the items below:	
a. Includes standard financial, operational, service work order reports and audit trails.	Yes, VXcis offers this functionality as part of the out of the box offering.
b. Provide a report library list – provide a list and report format or a link where reports can be viewed.	Please refer to **Attachment B - VertexOne VXcis Reports.**
c. Includes end user reporting tool to create reports based on any field combination or partial field within the utility billing system.	Yes, VXcis offers this functionality as part of the out of the box offering.
d. Ability to export reports to Microsoft Excel and Word, PDF, TXT and CSV.	Yes, VXcis offers this functionality as part of the out of the box offering.
e. Ability to generate Ad Hoc reporting.	Yes, VXcis offers this functionality as part of the out of the box offering.
f. Ability to generate a list of accounts, customers or meters based on user defined selection criteria.	Yes, VXcis offers this functionality as part of the out of the box offering.
g. Ability to generate analysis reports with user defined parameters with flexible selection criteria and grouping options.	Yes, VXcis offers this functionality as part of the out of the box offering.
h. Ability to generate yearend financial reports including top ten consumption report and other information required.	Yes, VXcis offers this functionality as part of the out of the box offering.
i. Manager configurable dashboard for key operational statistics.	Yes, VXcis offers this functionality as part of the out of the box offering.
j. Integrated graphics allowing review of data.	Yes, VXcis offers this functionality as part of the out of the box offering.
10. Describe in detail the system's ability to integrate with third-party systems, have open backend APIs with other systems and how it fully integrates with GIS.	
a. Be currently seamlessly integrated with several third-party systems to demonstrate integration capability.	Yes, VXcis is currently seamlessly intgrated with many third-party systems.
b. Have fully open backend APIs to tie into two-way communication with Public Works systems, including but not limited to:	Yes, VXcis offers this functionality as part of the out of the box offering.
i. Harris CitySuite Financials	Yes, the hours required to integrate to this service are included in the VXcis budget proposal.
ii. InvoiceCloud	Yes, the hours required to integrate to this service are included in the VXcis budget proposal.
iii. RouteWare	Yes, the hours required to integrate to this service are included in the VXcis budget proposal.
iv. Neptune 360	Yes, the hours required to integrate to this service are included in the VXcis budget proposal.
v. WaterSmart	Yes, the hours required to integrate to this service are included in the VXcis budget proposal.
vi. CityWorks (optional in lieu of included mobile service order module	Yes, the hours required to integrate to this service are included in the VXcis budget proposal.
c. Be a fully integrated GIS solution.	Yes, VXcis will be fully integrated with GIS system. The hours required to integrate to this service are included in the VXcis budget proposal

Client Specific DCE	Options
CIS Integration	VXcis
Client Staff SSO Capability	No
Payment Vendor Integration	InvoiceCloud
WCAG 2.0	Yes
Client Staff 2 Factor Authentication	No
End User 2 Factor Authentication	No
SMS Integration	Twillio
Email Integration	SendGrid
Dialer Integration	Twillio
Printer & Mail Integration	Other
User Migration	No
VXsmart - Water	No
VXsmart - Gas	No
VXsmart - Electric	No
Outbound Communication Types :	
3rd Party Integrations :	

		Features		Base/Add-on	Description	Dependencies	Included In Scope	Comments
		#	Page/Feature					
Sign In Page	**Customer Sign In Page**	1	Login	VertexOne Digital Base			Yes	This is the section that details features that can be available on the sign-in page of VertexOne Digital.
		2	Forgot User ID	VertexOne Digital Base			Yes	
		3	Forgot Password	VertexOne Digital Base			Yes	
	Guest Features on Sign In Page	4	Sign up/Register Page	VertexOne Digital Base	Ability for end user to create a login profile with a username and password		Yes	
		5	Pay bill as Guest	VertexOne Digital - Premium Integration Package	Ability for un-authenticated users to make a one time payment without having to create an account.	Integration into CIS; Requires functionality in VXcis	Yes	
		6	Start Service	VertexOne Digital - Premium Integration Package	Ability for end user to submit a 'Start Service' request. This link can be a step-by-step wizard that automatically creates a service order in the CIS (if approved by customer service) or it can be a form that is sent to a CSR for processing.	Integration into CIS; Requires functionality in VXcis	Yes	
		7	Install App	VertexOne Digital Base	Ability for end user to install a shortcut for the web self service portal on the mobile home page		Yes	
	Overall Site UI - Pre Login	9	Link to Live Chat /Chatbot	Chat/Chatbot Add - On	Ability for end user to interact with VertexOne chatbot OR a live chat agent. Available only if Chat in enabled. Because the users are un-authenticated, only general, non account specific information is available.		No	
		10	ENG/SPA Language Translations	VertexOne Digital - Premium Integration Package	Ability for end user to select language of portal content between English and Spanish. Spanish language content is required to be provided by the utility		Yes	
		11	Language Preference	Language Add-On	Ability for end user to select language of portal content to anyone of 100 machine translated languages		No	
	Overall Site UI - Post Login	12	Customized Logo by LOB/Brand	VertexOne Digital - Premium Integration Package	Includes: a)Branding of the self-service portal align with the selected account's Line of Business and will reflect the Logo, customer care contact information and applicable links b)Ability to display or link to Client provided FAQ information		Yes	
		13	Link to Live Chat	Chat/Chatbot Add - On	Ability for end user to initiate a live chat session with customer service staff. Available only if Chat in enabled		No	
		15	Language Preference	Language Add-On	Ability for end user to select language of portal content to anyone of 100 machine translated languages	Client must provide Google Translate License	No	
		16	Link to Message Center Inbox	VertexOne Digital Base	Available with Secure Message Center		Yes	
		17	Utility Social Media Links	VertexOne Digital Base	Ability for end user to access links to utility social media sites e.g. Facebook, Instagram, YouTube, etc. The links are configurable.		Yes	
	Account Summary	18	Dropdown Menu to Select Different Accounts for Users with Multiple Accounts	VertexOne Digital - Premium Integration Package	Ability for end user to select account for which they would like to conduct self-service		Yes	
		19	Billing Summary	VertexOne Digital Base	Ability for end user to view last bill, last payment, current balance and make a payment		Yes	
		20	Compare Usage	VertexOne Digital Base	Ability for end user to view current usage and historical usage trends		Yes	
		21	Temperature Overlay	VertexOne Digital Base	Overlay of high/low temperatures on usage graph		Yes	
		22	Quick Links	VertexOne Digital Base	Links to other websites and pages with relevant information for the end user		Yes	
		23	"I want to" widget	VertexOne Digital Base	List of actions and transactions from an end customer's perspective, (e.g. Understand a high bill, Check if I have a leak, Change my payment options, etc.)		Yes	
		24	Home Utility Report	VXsmart Add - On	Ability for end user to view comparison of usage against other households with similar profile		No	
		25	Update Preferences	VertexOne Digital Base	This allows customers to quickly update specific preferences in the system like Paperless billing or primary contact preference.		Yes	
	Billing	26	Billing & Usage History Table	VertexOne Digital Base	Ability for end user to view billing and usage history for the past 24 months (if available)		Yes	
		27	Download Billing & Usage History	VertexOne Digital Base	Ability for end user to download or print billing and usage history for the past 24 months (if available) in a csv file format		Yes	
		28	View Bill Images	VertexOne Digital Base	Ability for end user to view bill images	Integration with Bill Print Vendor;	Yes	
		29	Bill Delivery Options	VertexOne Digital Base	Ability for end user to select bill delivery options to paperless or paper	Integration with Bill Print Vendor;	Yes	
		30	Budget Billing	VertexOne Digital - Premium Integration Package	Ability for end user to enroll into budget billing based on utility business rules	Integration into CIS; Requires functionality in VXcis	No	
		31	Water Budget Management	VertexOne Digital - Premium Integration Package	Ability for end user to estimate water and sewer bill based on tiered water budget rates	Integration into CIS; Requires functionality in VXcis	No	
		32	Electric Vehicle Billing Management	VertexOne Digital - Premium Integration Package	Ability for end user to manage a billing account for EV charging	Integration into CIS; Requires functionality in VXcis,	No	
		33	Compare Bills Menu Option	VertexOne Digital - Premium Integration Package	Ability for end user to view a comparison of billing and usage across multiple periods in tabular and graphical format, and download this information		Yes	
	Usage Insight	34	View Usage in different consumption measurements	VXsmart Add - On	Functionality within VXsmart		Yes	
		35	Water Leak Detection with Recommended Actions	VXsmart Add - On	This is pop up that will alert a end customer that there is a possible leak. From there it will provide step by step recommended actions to find and resolve a possible leak. Functionality available with VXsmart		Yes	
		36	DisAggregated Usage	VXsmart Add - On	*This is a graph they will allow end customers to view their specific usage across a period of time. Functionality within VXsmart.*		Yes	
		37	Interval Usages Graphs	VXsmart Add - On	*This graph will allow customer to view Interval Usage (if interval usage is available from Client) with options to view multiple intervals and have a slider at the bottom of the graph to view specific times. Functionality within VXsmart*		Yes	
		38	Seasonal Usage Graphs	VXsmart Add - On	*Functionality within VXsmart*		Yes	
		39	Usage vs Tiered Rates	VXsmart Add - On	*Functionality within VXsmart*		Yes	
		40	Weather Overlay on Usage Graphs	VXsmart Add - On	*Functionality within VXsmart*		Yes	
		41	Forecast Future Bills	VXsmart Add - On	*This functionality will allow end customers to view a forecast bill based on previous usage compared to the current billing cycle usage. Functionality within VXsmart*		Yes	
		42	Estimated Usage based on Home Profile	VXsmart Add - On	*Customers will have the ability to view estimated usage per billing cycle based on a home profile. The Home Profile will be based aggregated data across the utility and VertexOne data for specific criteria (i.e., zip code, family size, yard size, number of bathrooms, etc.)* *Functionality within VXsmart*		Yes	
		43	Update Home Profile	VXsmart Add - On	*Functionality within VXsmart*		Yes	
	Payments Page	44	Payment Transactions	VertexOne Digital - Premium Integration Package	Ability for end user to view, download or print historical payment transactions		Yes	Payment Options and availability for customers to make payments and specific payment types will be based on Client CIS business rules.
		45	Ledger History	VertexOne Digital - Premium Integration Package	Ability for end user to view, download or print historical ledger information (billing and payment transactions as they occurred)		Yes	
		46	Request Letter of Credit	VertexOne Digital - Premium Integration Package	Ability for end user to request a Letter of Credit to be emailed to them	Integration into CIS; Requires functionality in VXcis	No	
		47	Payment Arrangement	VertexOne Digital - Premium Integration Package	Ability for end user to setup a Payment Arrangement based on utility business rules	Integration into CIS; Requires functionality in VXcis	No	
		48	Payment Extension	VertexOne Digital - Premium Integration Package	Ability for end user to setup a Payment Extension based on utility business rules	Integration into CIS; Requires functionality in VXcis	No	
		49	Set Up AutoPay	VertexOne Digital - Premium Integration Package	Ability for end user to setup automatic payments by ACH or credit card		Yes	
		50	Make a Payment	VertexOne Digital - Premium Integration Package	Ability for end user to view payment options and make a one time payment to either one or multiple accounts		Yes	
		51	Pre-Pay Account Management	VertexOne Digital - Premium Integration Package	Ability for end user to manage a Pre-Pay billing account	Integration into CIS; Requires functionality in VXcis	No	
		52	Manage Payment Methods	VertexOne Digital - Premium Integration Package	Ability for end user to setup and manage payment methods (bank, credit card, etc.)		Yes	
		53	Pending Payments	VertexOne Digital - Premium Integration Package	Ability for end user to view pending payments		Yes	
	Manage my Profile	54	Contact Information	VertexOne Digital Base	Ability for end user to update contact details (mailing address, profile email address, phone numbers, mobile number for SMS, etc.)		Yes	
		55	Preferences	VertexOne Digital Base	Ability for end user to set preferred contact channel (email, text, voice) for all notifications		Yes	
		56	Account Settings	VertexOne Digital Base	Ability for end user to add or remove accounts visible into this profile		Yes	
		57	Password Settings	VertexOne Digital Base	Ability for end user to update password and set preferences for two-factor authentication		Yes	
Register User Logged In	**Service Requests**	58	Customer Inquiry - Consolidated Inbox	VertexOne Digital Base	A customer can send a inquiry about Service Request or a Service Order in progress through Secure Message Center		Yes	Service Request Implementation pricing includes 3 Wizards that can automatically create Service Order in Client CIS via Client provided Web Services, and 3 forms that create a Consolidated Inbox item for the Client Staff to process.
		59	Service Request Wizard 1	VertexOne Digital - Premium Integration Package	VertexOne will work with Client to determine the service request	Integration into CIS; Requires functionality in VXcis	Start Service	
		60	Service Request Wizard 2	VertexOne Digital - Premium Integration Package	VertexOne will work with Client to determine the service request	Integration into CIS; Requires functionality in VXcis	Disconnect Service	
		61	Service Request Wizard 3	VertexOne Digital - Premium Integration Package	VertexOne will work with Client to determine the service request	Integration into CIS; Requires functionality in VXcis	Transfer Service	
		62	Service Request Form 1	VertexOne Digital Base	VertexOne will work with Client to determine the service request		Yes	
		63	Service Request Form 2	VertexOne Digital Base	VertexOne will work with Client to determine the service request		Yes	
		64	Service Request Form 3	VertexOne Digital Base	VertexOne will work with Client to determine the service request		Yes	
		65	Service Request History	VertexOne Digital - Premium Integration Package	A customer can see an overview of Service Requests associated with the selected account, as well as statuses.	Status for Service Request are dependent on Integration with CIS and MWF	Yes	

Logged In		66	Appointment Booking	Add - On	Ability for end user to schedule Service Work within the customer portal.	Integration into MWF; Requires web services provided by MWM provider	No	
		67	Utility Configurable - Online Forms	Add - On	Ability for end user to fill out forms created by the utility. The forms may or may not require digital signatures, as determined by the utility.		No	
	Documents	68	Acquire E-Signature on Document	VertexOne Digital - Premium Integration Package	Ability for end user to view a document and save a signature (drawn, typed, etc.) in the document for it to be captured and saved, along with time and date of signature		Yes	
		69	Customer Upload Documents	VertexOne Digital - Premium Integration Package	Ability for end user to upload documents to save in the Document Management repository. Document types supported include: i. Document types of .PDF, DOC/DOCX, XLS/XLSX, PPT/PPTX, TXT, etc. ii. Image types of PNG, JPG, GIF, TIFF, etc. iii. Video types of MP4, MKV, AVI, MOV, etc. iv. Audio types of MP3, WAV, AU, etc.		Yes	
		70	Customer View Documents	VertexOne Digital Base	Ability for end user to view document associated with their account(s)		Yes	
		71	Upload and Download Documents from utility provided Document Management System	Add - On	Ability for end user to view and upload documents from a utility provided Document Management System (DMS).	This requires integration with utility provided DMS via web services provided by the DMS provider, per VertexOne specifications	No	
		72	Customer Upload Documents with Secure Message Center	VertexOne Digital - Premium Integration Package	Ability for end user to attach documents with a secure message		Yes	
	Secure Message Center	73	View Inbox for Messages	VertexOne Digital Base	Ability for end user to view all messages received through the Secure Message Center		Yes	
		74	View All Sent Messages	VertexOne Digital Base	Ability for end user to view all sent messages from through Secure Message Center		Yes	
		75	Archive Messages	VertexOne Digital Base	Ability for end user to archive any messages that have been sent or received through Secure Message Center		Yes	
		76	Configurable Message Types	VertexOne Digital - Premium Integration Package	Ability for end user to select a message type before sending a message through Secure Message Center. E.g., Request Call Back, General Inquiry		Yes	
		78	Set Message Priority	VertexOne Digital - Premium Integration Package	Ability for end user to set a priority level for the message, based on utility predetermined priority levels.		Yes	
	Products and Add-on Services	79	Internal Catalog	Product Advantage Add-On	Ability for end user to view a catalog of products and features setup by the utility		No	
		80	External Catalog	Product Advantage Add-On	Ability for end user to view a catalog of products and features setup by an external vendor		No	
		81	Shopping Cart	Product Advantage Add-On	Ability for end user to view a shopping cart containing products/services they have selected for purchase		No	
		82	Enroll/Order Products or Services	Product Advantage Add-On	Ability for end user to select products/services from the catalog and add to shopping cart	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
		83	Unenroll/Cancel Products or Services	Product Advantage Add-On	Ability for end user to view currently enrolled products/services and un-enroll from the service if desired	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
		84	Display Account History for all Products and Services	Product Advantage Add-On	Ability for the end user to view all purchases, the type of purchase and the cost of the product and/or offer.	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
		85	Recurring Charge Setup	Product Advantage Add-On	Ability for the end user to sign up for products and offer that have recurring charges. The portal will pass this information back to the CIS.	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
		86	Fulfilment Integration through CIS	Product Advantage Add-On	Ability for end user to have the product or service order fulfilled on the back end through the CIS, and receive a charge for an enrolled service on their utility bill	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
		87	Fulfilment Integration through External Vendor	Product Advantage Add-On	Ability for end user to have the product or service order fulfilled on the back end by the appropriate external provider, and receive a charge for an enrolled service on their utility bill	Integration into CIS & External Vendor; Requires web services provided by External Vendor	No	
	Notifications Preferences	88	Water Leak Alert	VXsmart Add - On	*Ability for the end user to opt in/out to receive a notification about a possible leak, as well as preferred method of contact for leak notification.* *Functionality within VXsmart*		Yes	
		89	High Usage Notification based on Factor of High Usage	VXsmart Add - On	*Ability for the end user to opt in/out to receive a notification about high usage, as well as preferred method of contact for high usage. Notification can be set on specific factors of high usage compared to normal usage.* *Functionality within VXsmart*		Yes	
		90	Bill Forecast Notification	VXsmart Add - On	*Ability for the end user to opt in/out to receive a notification about an update for bill forecast, as well as preferred method of contact for bill forecast notification.* *Functionality within VXsmart*		Yes	
		91	Unplanned Usage Notification	VXsmart Add - On	*Ability for end user will be Abe to set periods of time there will be unplanned usage.* *Ability for the end user to opt in/out to receive a notification about unplanned usage, as well as preferred method of contact for unplanned usage.* *Functionality within VXsmart*		Yes	
		92	Home Utility Reports	VXsmart Add - On	*Ability for the end user to opt in/out to receive a notification about an updated home utility report, as well as preferred method of contact for updated home utility reports.* *Functionality within VXsmart*		Yes	
		93	Print Home Utility Report	VXsmart Add - On	*Ability for the end user to opt in/out to receive a print and mailed letter about an updated home utility report.* *Functionality within VXsmart*		Yes	
		94	Utility Connect Messages	VXsmart Add - On	*Functionality within VXsmart*		Yes	
		95	Urgent Notices and Service Alters	VXsmart Add - On	*Ability for the end user to opt in/out to receive a notification about an urgent notices and service alerts, as well as preferred method of contact for notices and alerts.* *Functionality within VXsmart*		Yes	
		96	Unsubscribe from all notification option	VXsmart Add - On	*Ability for end user to unsubscribe from all forms of notifications.* *Functionality within VXsmart*		Yes	

	Chat/Chatbot	97	Live Chat Sent to CSR	Chat/Chatbot Add - On	Ability for the end user to request a live chat session with utility staff.		No	
		98	VertexOne Chat Virtual Assistant	Chat/Chatbot Add - On	Ability for the end user to receive help from a chat virtual assistant in a question and answer format		No	
		99	Monthly Chatbot Training	Chat/Chatbot Add - On	Ability for the system to receive additional training to the chat virtual assistant on a monthly basis to improve the accuracy and effectiveness of virtual assistant responses.		No	
		100	Quarterly Chatbot Training	Chat/Chatbot Add - On	Ability for the system to receive additional training to the chat virtual assistant on a quarterly basis to improve the accuracy and effectiveness of virtual assistant responses.		No	
	Outage	101	View Live Outage Map	Outage Add-On	Ability for end user to view a map of outages impacting service to their location		No	
		102	Report Outages	Outage Add-On	Ability for end user to report outages to the utility		No	
		103	Set Alerts based on Outages	Outage Add-On	Ability for end user to set up and update preferences related to proactive outage communication from the utility		No	
		105	Progressive Web App	VertexOne Digital Base	Ability for end user to use a mobile responsive customer service web application via the web browser in their smartphone. The progressive web app has the exact same functionality provided on a desktop web application		Yes	
Additional Portals	**Portal 1**	106	Landlord	Add - On	Ability for a landlord to setup a landlord profile that allows them to establish and manage a Continuous Service Agreement for all service locations owned by the landlord	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	VertexOne can provide additional portal for specific types of users that need specific access to Client CIS information. These portal will have base functionality. Each portal will require scoping to meet Client specific needs
	Portal 2	107	Builder (Contractor)	Add - On	This portal is for builders or contractor that need specific service requests and additional information based on their permits.	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
	Portal 3	108	Realtor / Community Access	Add - On	This portal allows realtor and/or specific community group to access aggregated data for specific service location or larger service areas	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
	Portal 4	109	Agency	Add - On	This portal is for agencies that make pledges for specific customer and allows those agencies to view and manage their payments and pledged account selections.	Integration into CIS; Requires web services provided by CIS provider, per VertexOne specifications	No	
	Landlord / CSA (Continuous Service Agreement)	110	Integrated Solution	Add - On	This functionality will allow for the Landlord portal to be integrated with VertexOne Digital so authorized users will not need to log into a separate portal to manage the premises under their CSA, they can utilize the same portal they use to manage their primary, non landlord service location		No	
		111	Stand Alone	Add - On	A standalone portal for landlords' to manage continuous service agreements for properties owned by them		No	
		112	View All Premise on CSA	Add - On	Ability for authorized users to view a list of all premises they manage.		No	
		113	Add/Remove Premise on CSA	Add - On	Ability for authorized users to add and/or remove premises under their CSA.		No	
		114	Per Unit Breakdown for all Properties under CSA	Add - On	Ability for authorized users to view data related to their premises. e.g., consumption, billing, move-in/move-out dates, current balance, responsible party		No	
		115	Update Contact Information	Add - On	Ability for the authorized user to update their contact information specific to the CSA.		No	
		116	Manage Authorized Users	Add - On	Ability for users to add and/or remove additional authorized users that can have access to the portal to assist in management of CSA and premises.		No	
		117	Consumption History Billed to Landlord	Add - On	Ability for authorized users to view consumption billed to landlord by premise and in total across all premises.		No	
	Builder (Contractor)	118	View Available Lots	Add - On	Ability for a builder user to view all current service location that are part of their projects.		No	
		119	Temporary Service Turn On	Add - On	Ability for a builder user to request that temporary meter and lines are put in place to complete project		No	
		120	Temporary Service Turn Off	Add - On	Ability for a builder user to request that temporary shutoffs are put in place to complete project		No	
		121	Install Permanent Meter	Add - On	Ability for a builder user to request that new permanent meters are installed once the project is completed		No	
		122	Transfer to Owner	Add - On	Ability for a builder user to transfer the service location to the new owner		No	
		123	View All Lot History	Add - On	Ability for a builder user to view all service locations of past projects.		No	
	Realtor / Community Access	124	Service Location Search	Add - On	Ability for a realtor user to search for a service location using address or account number		No	
		125	Manage User Profile	Add - On	Ability for a realtor user to setup and manage user profile, including contact information		No	
		126	Retrieve Historical Consumption	Add - On	Ability for a realtor user to view historical consumption for a specific premise		No	
		127	Retrieve Historical Bill Amounts	Add - On	Ability for a realtor user to view historical bill amounts for a specific premise		No	
	Agency	128	Search for Customer Accounts	Add - On	Ability for an Agency user to search for accounts by address or account number		No	
		129	View Customer Account Details/History	Add - On	Ability for an Agency user to view account and/or service location data. e.g., Consumption, balance, payment, payment due-date, collection activity		No	
		130	Establish Pledge for Account	Add - On	Ability for an Agency user to establish a pledge for specific account based on CIS business rules.		No	
		131	Submit Payment for Pledged Account	Add - On	Ability for an Agency user to process payment for pledge(s). Requires Payment Vendor Support		No	
		132	Add Comment to Pledge Accounts	Add - On	Ability for an Agency user to can add comments to pledge accounts.		No	
		133	Update Agency Profile	Add - On	Ability for an Agency user to update their profile		No	
		134	View Total Agency Pledge Balance	Add - On	Ability for an Agency user to view the total agency pledge balance		No	
		135	View Current Pledged Accounts	Add - On	Ability for an Agency user to view the current accounts against which the Agency has pledged payments		No	
		136	View Agency Pledge Ledger History	Add - On	Ability for an Agency user to view a ledger of past pledge credit and debit transactions		No	
		137	View Agency Pledge Payments	Add - On	Ability for an Agency user to view history of payments against various accounts		No	

Client Specific Management (Admin) Portal			Base/Add-On	Description	Dependencies	Included In Scope	Comments
Feature		Page					
Customer Advantage	1	Customer Profile Search Based on Account Attributes	VertexOne Digital Base	Ability for authorized utility staff to search for customers based on specific attributes related to CIS or VertexOne Digital.		Yes	
	2	Customer Activity History	VertexOne Digital Base	Ability for authorized utility staff to view a log of customer profile activity, including details such as IP address, account number, event, date and time, etc.		Yes	
	3	Content Management	VertexOne Digital Base	Ability for authorized utility staff to manage utility content (e.g., customer care phone number, SMS verification message, etc.)		No	
	4	CSR Profile Updates	VertexOne Digital Base	Ability for authorized utility staff to view customer profile information (username, email address, invalid logins, last updated date/time, active/inactive, account numbers, default account, bill delivery option for each account, service address for each account, etc.) and make updates to the profile (e.g., Update Email Address, Reset Password, Reset Invalid Logins, Delete profile, etc.). This activity is tracked and logged.		Yes	
	5	View Live Website Stats	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to view live stats for the portal. (e.g., registered accounts, daily logins, monthly logins, communications sent, etc.)		Yes	
	7	CSR Proxy Login	VertexOne Digital Base	Ability for authorized utility staff to login to a customer's web self service portal profile and perform actions on behalf of the customer.	Integration into CIS; Requires web services provided by VXcis	Yes	
	9	Create Broadcast Messages	VertexOne Digital Base	Ability for authorized utility staff to create targeted broadcast messages to be displayed on the portal after user login based on various user attributes. The messages can be displayed for all end users or specific end users that meet defined criteria. Messages displayed can be categorized as urgent, informational, or important.		Yes	
	10	Promotional Campaign	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to create targeted promotional campaigns displayed to the end user on the portal after login. The campaigns can be displayed for all end users or specific end users that meet defined criteria. Campaign types include modal, banner and paperless. Configurable features of the campaign include start/end date, maximum number of impressions, reminder interval, do-not-disturb interval, etc.		Yes	
	11	Campaign Tracking	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to search campaigns using various criteria (e.g. user,dates,account,email address, category, etc.) and view/download promotional campaign stats (e.g. user impressions, user selections, last impression date, etc.)		Yes	
Communication Advantage	12	Customer Search based on Pre Defined Attributes	VertexOne Digital Base	Ability for authorized utility staff to send communication based on a search of customers that meet defined attributes.		Yes	
	13	Upload Customer Spreadsheet	VertexOne Digital Base	Ability for authorized utility staff to send communication based on an upload of customer spreadsheet.		Yes	
	14	Non-Customer List	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to send communication based on a list of non-customers.		Yes	
	15	Respond to Customer Secure Message Center Communications	VertexOne Digital Base	Ability for authorized utility staff to respond to customer messages within the Secure Message Center.		Yes	
	16	List Creation via CIS Search	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to create a customer list for communication based on a search of the CIS attributes.	Integration into CIS; Requires web services provided by VXcis	Yes	
	17	List Creation via Map Search	VertexOne Digital Base	Ability for authorized utility staff to draw a polygon over a map that will generate a customer list for communication.		Yes	
	18	List Creation via Portal Attributes	VertexOne Digital Base	Ability for authorized utility staff to create a customer list for communication based on a search of the VertexOne Digital attributes.		Yes	
	19	Communication Queue	VertexOne Digital Base	Ability for authorized utility staff to view all current and pending communications.		Yes	
	20	View All External Communication History	VertexOne Digital Base	Ability for authorized utility staff to view all communications for a specific customer or across all customers.		Yes	
	21	Create Multiple Communication Templates based on Communication Method	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to create custom templates that will us defined attributes. These templates can be based on communication method, and grouped together based on overall communication reason.		Yes	
	22	Manage Communication Templates	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to manage custom communication templates		Yes	
	23	Manage Utility Content	VertexOne Digital Base	Ability for authorized utility staff to manage utility specific variables that are user throughout communications		Yes	
	24	View Consolidated Inbox for Secure Message Center	VertexOne Digital Base	Ability for authorized utility staff to view all messages received through the Secure Message Center		Yes	
	25	View Sent Messages from Consolidated Inbox	VertexOne Digital Base	Ability for authorized utility staff to view all sent messages from through Secure Message Center		Yes	

Live Chat	26	Participate in Live Chat	Chat/Chatbot Add-On	Ability for authorized utility staff to receive an alert of an incoming live chat request and respond to a live chat request from an end user.		No	
	27	Chat Knowledgebase	Chat/Chatbot Add-On	Ability for authorized utility staff to respond to a customer message by clicking on a canned message in the chat message repository		No	
Product Advantage - Requires client specific discussions	28	Catalog Source	Product Advantage Add-On	The utility will be able to define where the catalog of products offered will be stored. (VertexOne, Utility CIS, 3rd Party)	Integration into CIS & External Vendor; Requires web services provided by External Vendor	No	
	29	Add Remove Products from Catalog	Product Advantage Add-On	Ability for authorized utility staff to add and/or remove products offered if the catalog is store in VertexOne.		No	
	30	Update Products in Catalog	Product Advantage Add-On	Ability for authorized utility staff to Update attributes for products offered, if the catalog is store in VertexOne. (e.g., Product Code, Product Type, Cost, Product Group, Business Rules for Exceptions, etc.)		No	
	31	Manage Orders	Product Advantage Add-On	Ability for authorized utility staff to view and manage orders if VertexOne is the catalog source and fulfillment vendor.		No	
	32	Create Product Offer	Product Advantage Add-On	Ability for authorized utility staff to create offers of products that the end user can see and purchase. This also defines the accounting based on products and catalog items. VertexOne must be the catalog source.		No	
	33	View All Purchases	Product Advantage Add-On	Ability for authorized utility staff to view all purchases made by end users. Note: VertexOne must be the catalog source and fulfillment vendor.		No	
VertexOne Document Advantage	34	Account Search by Customer Attributes	VertexOne Digital Base	Ability for authorized utility staff to search for documents that can be associated with Accounts, Premise or Unique Document ID.		Yes	
	35	CSR Uploaded Documents	VertexOne Digital Base	Ability for authorized utility staff to upload document that can be associated with accounts, premise or have a unique document ID. Document types supported include: i. Document types of .PDF, DOC/DOCX, XLS/XLSX, PPT/PPTX, TXT, etc. ii. Image types of PNG, JPG, GIF, TIFF, etc. iii. Video types of MP4, MKV, AVI, MOV, etc. iv. Audio types of MP3, WAV, AU, etc.		Yes	
	36	View Customer Uploaded Documents	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to view documents that were uploaded by end users to review and process if needed.		Yes	
	37	Modify Document Attributes	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to manage documents and add notes, reassign or update attributes.		Yes	
	38	Integration with External Document Management System	Add-On	Ability for authorized utility staff to view documents stored in an external DMS	This requires integration with utility provided DMS via web services provided by the DMS.	No	
Promotional Campaign Manager	39	Advanced Style Campaigns	VertexOne Digital - Premium Integration Package	Ability for utility staff to designed campaigns can include images and multiple colors.		Yes	
	40	Campaign Business Rules	VertexOne Digital - Premium Integration Package	Ability for utility staff to set business rules for campaigns to ensure specific end users can see campaigns. Utility can also adjust the reoccurrence that end users see the campaign.		Yes	
	41	Banner Messages	VertexOne Digital Base	Ability for utility staff to display banners on self-service pages targeted banner messages based on customer account attributes configured		Yes	
	42	Rotating Banner	VertexOne Digital - Premium Integration Package	Ability for utility staff to create multiple banner campaigns that can cycle through for end user viewing in specified location.		Yes	
Reporting / Analytics	43	Aggregated Consumption Dashboards & Reports	VXsmart Add-On	Ability for utility staff to view aggregated consumption across multiple accounts or all accounts in a dashboard view, with additional table reports.	Available with VXsmart	Yes	
	44	Leak Detection Dashboards & Reports	VXsmart Add-On	Ability for utility staff to view a dashboard and multiple table reports of leak statistics across the utility base.	Available with VXsmart	Yes	
	45	Tier Consumption Dashboards & Reports	VXsmart Add-On	Ability for utility staff to view a dashboard and multiple reports that break down consumptions and usage across multiple predetermined tiers.	Available with VXsmart	Yes	
	46	Budget Dashboard & Reports	VXsmart Add-On	Ability for utility staff to view reports and dashboards that break down the utility's customers consumption budget statistics.	Available with VXsmart	Yes	
	47	Drought Restrictions Dashboards & Reports	VXsmart Add-On	Ability for utility staff to view dashboards and reports that break down the usage and consumption in areas that are determined to be in drought restrictions.	Available with VXsmart	Yes	
	48	Customer Engagement Dashboards & Reports	VXsmart Add-On	Ability for utility staff to view and breakdown end customer engagement through the portal and external communications through reports and dashboards.	Available with VXsmart	Yes	
	49	Customer Efficiency Dashboards & Reports	VXsmart Add-On	Ability for utility staff to view across their customer base how efficient service location are based on predefined customers, geographic regions or business lines segments	Available with VXsmart	Yes	
	50	Reports based on Customer Attributes	VXsmart Add-On	Ability for utility staff to build reports based on a list of customer meeting specific attributes.	Available with VXsmart	Yes	
	51	Reports based on CIS Fields	VertexOne Digital - Premium Integration Package	Ability for utility staff to create reports based on fields specific to utility CIS.		Yes	
	52	Reports based on Spreadsheet Upload	VXsmart Add-On	Ability for utility staff to upload a spreadsheet of customer and generate a report based on the customers included in the spreadsheet.	Available with VXsmart	Yes	
	53	Reports based on Map Drawing Overlay	VXsmart Add-On	Ability for utility staff to draw a polygon over a map and generate a report based on customers and service locations within the selected area.	Available with VXsmart	Yes	
Admin	54	My Profile Settings	VertexOne Digital Base	Ability for authorized utility staff to update their specific user profile settings		Yes	
	55	Modify User Profile	VertexOne Digital Base	Ability for authorized utility staff to manage authorized utility staff profiles and permissions		Yes	
	56	Add User Profile	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to add profiles for new authorized users		Yes	

	57	Manage Groups	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to manage groups that have specific user permissions on the management portal		Yes	
	58	Add Group	VertexOne Digital - Premium Integration Package	Ability for authorized utility staff to create new groups that have specific user permissions.		Yes	
Outage Mapping	59	Outage Mapping - Manual Map Creation (Add-On)	Add-On	Ability for utility staff to manually draw an Outage Map using a polygon or square for display to end users within the customer self service porta. Ability for the system to utilize the map to pull a list of customers from the CIS, and provide a proactive notification to customers . End users will be able to see the outage map within the portal and sign-up for additional alerts or report additional outages.		No	
	60	Outage Mapping - Automated Map Creation (Add-On)	Add-On	Ability for the system to accept a GIS file containing list of service locations impacted by an outage for proactive communication to the customers, based on customer selected preferences	Integration into GIS & Outage Management Vendor; Requires web services provided by External Vendor	No	
Dynamic Forms	61	Utility Configurage Forms	Add-On	Ability for authorized utility staff to create forms that can be made available to end users in the self service portal for various transactions. These forms can be used for Service Requests, collect information for a business process, conduct a customer survey, etc.		No	

Group	#	Functional Item	Description	Product Level	Dependencies	In-Scope	Comments
Overview	1	Number Service Line	VXcis provides functionality for multiple service lines.	N/A		3	
	2	Primary Service Line	VXcis Core provides functionality for one Service Line	Core		Water	
	3	Secondary Service Line	VXcis Core provides functionality for one Service Line	Core		Wastewater	
	4	Additional Service Lines	VXcis Core provides functionality for one Service Line	Core +		Yes	Solid Waste & Stormwater
Customer/ Account Management	5	Customer/Account Relationship	VXcis distinctly provides a relationship for customer accout to a billing account.	Core		Yes	
	6	Customer/Account Relationship	VXcis allows each customer record to be related to multiple AR accounts.	Core		Yes	
	7	Customer/Account Relationship	VXcis allows each billing account to be related to multiple services and/or locations	Core		Yes	
	8	Multiple Accounts	VXcis allow each service and/or location to be related to one or many meters.	Core		Yes	
		User Defined Fields	VXcis allows user defined fields to be maintained for Customer, Account, Premises, Service records	Core		Yes	
	9	Account Documents	VXcis allows documents (photos, letters, etc.) to be attached to an account and viewable by authorized system users	Core		Yes	
	10	Summary Billing	The ability to provide a consolidated invoice for all accounts associated to a customer	Core +		Yes	
	11	Customer/Account Transaction History	The ability to view a complete transaction history by customer/account.	Core		Yes	
	12	Customer/Account Move-In	Intuitive account set-up and move-in provides a simplified workflow that includes establishing deposits and fees	Core		Yes	
	13	Customer/Account Communications	Consolidated views of communications across channels	Core		Yes	
	14	Additional Users	The ability to send copies of bills and collection notices to Third party associations (spouse, roommate, etc)	Core		Yes	
Business Rules and Permissions	15	Business Rules Workflows	Customizable workflows and business rules reduce training time and ensure data accuracy	Core		Yes	
	16	Bill Inquiries	VXcis provides easily accessed usage, reading and billing history along with guided workflows to address bill inquiries.	Core		Yes	
	17	Quick Reference	VXcis quick reference highlights the last 3 service orders or tasks for each account with full history available with a single click	Core		Yes	
	18	Comments	Comments can be stored indefinitely and linked to customer, account, location, collection event or meter. Prioritized comments can be shown as pop up upon accessing the account.	Core		Yes	
Location/Service Management	19	Location Attributes	Location stores site attributes such as route, area, work zones as well as legal identifiers and other descriptive information.	Core		Yes	
	20	Additional Location Attributes	Additional base location attributes can be configured and stored such as: District, County, Region, Division, Dwelling Units, Tax Districts.	Core		Yes	
	21	Location History	The ability to view a current and historical transactions by location.	Core		Yes	
	22	Location Quick View	Quick views of location and all active and inactive meters, equipment, and services associated	Core		Yes	
	23	Meter Tracking	The ability to track meters and other equipment (i.e. refuse cans) attributes and associated locations	Core		Yes	
	24	Backflow	The ability to view Backflow tracking and provide testing notifications	Core +		Yes	
	25	Meter Information	Automatically update the meter and equipment inventory with changes such as sets, removals, scraps and register change outs.	Core		Yes	
	26	Mass Upload	The ability to mass add for both locations and meters	Core		Yes	
Call Management	27	Call Tracking	The ability to track unlimited call types	Core		Yes	
	28	Call Workflows	The ability to configure workflow that enforce standardization and consistency	Core		Yes	
	29	Call Assignment	Ability to assign task to representative or supervisor for approvals	Core		Yes	
	30	Call Tasks	The ability to view all tasks with filters such as status, call type or assigned to.	Core		Yes	
Service Orders	31	Service Order Workflows	Guided workflows are available to streamline the service order create and dispatch process including: Move-Ins, Move-Outs, Disconnects for non-payment, Transfers, Meter Change Outs, Rate Change, Re-read, meter testing and other service technician orders, Scripted emergency order such as water quality or gas odor	Core		Yes	
	32	Meter Service Orders	Location and meter/equipment details are automatically included on service and work order crews in the field.	Core		Yes	
	33	Service Order Management	A comprehensive service order view for efficient tracking and scheduling of orders	Core		Yes	
	34	Account/Customer Service Order View	Orders are stored and tracked within VXcis for full visibility by customer service and billing representatives.	Core		Yes	
	35	Printing Service Orders	All attributes available within VXcis are eligible to be included on service order print or display	Core		Yes	
	35	Refuse Routes	VXcis allows the tracking of track garbage and recycle routes and their pick up day.	Core +		Yes	
Rates and Billing	36	Base Estimations	Three base estimation routines that can be manually or automatically initiated during meter read process	Core		Yes	
	37	Automated Billing	End-to-end bill process is automated through a combination of job scheduler and bill calendar	Core		Yes	
	38	Off Cycle Billing	Manual off-cycle billing option available from a single click	Core		Yes	
	39	Flat fee customer charges	Flexible and robust rate engine accommodates flat rates without complicated development or scripting	Core		Yes	
		Multiple Rates Types	Flexible and robust rate engine accommodates service rates that are consumption based, fixed, percentage based, tiered, seasonably averaged, square footage, size, and frequency.	Core +		Yes	
		Surcharges	Flexible and robust rate engine accommodates calcuation of industrial surcharges	Core +		Yes	
	40	Cents per unit of measure	Flexible and robust rate engine accommodates cents per unit of measure billing without complicated development or scripting	Core		Yes	
	41	Seasonally adjusted rates	Flexible and robust rate engine accommodates seasonally adjusted rates without complicated development or scripting	Core		Yes	

Meter Reading,	42	Late fee charges	Flexible and robust rate engine accommodates late fees without complicated development or scripting	Core		Yes	
	43	Unlimited Rates	The ability to create unlimited rates in the solution	Core		Yes	
	44	Unlimited Fees	The ability to create unlimited fees in the solution	Core		Yes	
	45	Unlimited Charge Types	The ability to create unlimited charge types in the solution	Core		Yes	
	46	Future Date Fees	Rates, taxes, and fees utilize effective dates allowing rates to be updated with future dates and are automatically applied and prorated when in effect	Core		Yes	
	47	Cancel & Rebill	Cancel and rebill and prior period usage adjustments are available to authorized users	Core		Yes	
	48	Bill Format	The ability to send bill statement files or composed PDF to bill print vendor	Core		Yes	
	49	General Ledger	Flexible accounting structure allows for individual rate components to be directed to specified general ledger codes	Core		Yes	
	50	Exception Management	Exceptions are sent to work queues providing complete visibility and audit of resolution	Core		Yes	
	51	Billing Exceptions	Accounts without exceptions flow through process without manual intervention	Core		Yes	
	52	Custom Exceptions	Infrastructure to create custom exceptions without the need for programming	Core		Yes	
Tax Calculation	53	Service Location	Ability to assign tax rates by service location	Core		Yes	
	54	Multiple Tax Rates	The ability to calculate multiple tax rates for a given location	Core		Yes	
	55	Tax Exclusions	The ability to exclude specified charges from tax calculation	Core		Yes	
	56	Tax Exemption	The abiltity to exempt customer/accounts from single or all tax rates	Core		Yes	
	57	Tax Exemption Management	The ability to store tax exemption documentation along with start and expiration dates	Core		Yes	
Billing & Payment Plans	58	Payment Arrangements	The ability to establish payment arrangements for the end customer.	Core		Yes	
	59	ACH Auto-Draft	The ability to set up automatic ACH auto-drafts from VXcis	Core		Yes	
	60	Deposits Tracking	The ability to tracking deposits and the automatic refunding of deposits	Core		Yes	
	61	Deposits Interest	The ability to provide interest calculation on deposits and automatic refunding of deposits	Core		Yes	
	62	Budget Billing	The ability to establish budget billing plans(equalized payments) for end customers.	Core +		Yes	
	63	Discount Billing	The ability to establish and track discount billing plans (Low Income, Senior Citizen, etc.) for end customers	Core +		No	
	64	Long Term Billing	The ability to establish and track Long Term contract billing and amortization.	Core +		No	
Payments	65	Payment Entry	The abiltiy to support counter entry, batch entry or group remittance cash processing	Core		Yes	
	66	Multiple Payment Methods	The ability to enter multiple payment methods	Core		Yes	
	67	By Customer	The ability to enter payments by Customer	Core		Yes	
	68	By Account	The ability to enter payments by Account	Core		Yes	
	69	Multiple accounts single payment	The ability to enter a single payment to multiple accounts	Core		Yes	
	70	No account	The ability to enter payments by no account (i.e. payment for non-customer for damage)	Core		Yes	
	71	By Invoice	The ability to enter payments by invoice	Core +		Yes	
	72	NSF & Reversals	Ability to process NSF or payment reversals	Core		Yes	
	73	Payment Business Rules	The ability to create custom business rules for each payment type	Core		Yes	
	74	Balancing	Enforced drawer balancing and deposit reconciliation processes	Core		Yes	
Collections	75	Notices	The ability to generate of past due notices based on defined date thresholds	Core		Yes	
	76	Collection Exemptions	The ability to define exceptions to exempt customers from debt management events	Core		Yes	
	77	Disconnection Scheduling	The ability to queue disconnect for non-payment orders to allow utility to prioritize schedule	Core		Yes	
	78	Write Off	The ability to automatically write-off balances that exceed defined parameters	Core		Yes	
	79	Collection Agencies	The ability to export collection balances to third party agency	Core		Yes	
	80	Bankruptcy tracking	Event-based debt management options available for Bankruptcy	Core +		No	
	81	Lien Management	Event-based debt management options available for Lien Management	Core +		No	
	82	Sheriff sales	Event-based debt management options available for Sheriff Sales	Core +		No	
Accounting & General Ledger	83	GL Output	The ability to provide summarized and detail GL output file	Core		Yes	
	84	GL Assignment	Ability to assign GL accounts to charge, A/R, cash and liability events	Core		Yes	
	85	GL Refunds	The ability to refund deposits and credit balances	Core		Yes	
	86	Refund Checks	Sending a file to the Accounts Payable solution for check generation	Core		Yes	
	87	Rate Association	Flexible accounting structure allows for individual rate components to be directed to specified general ledger codes	Core		Yes	
Reporting	88	Base Reports	The ability to provide configurable reporting portal for automatic storage of base and custom reports	Core		Yes	
	89	Billing Reports	Standard billing reports	Core		Yes	
	90	Financial Reports	Standard financial reports	Core		Yes	
	91	Cash and Payments Reports	Standard cash and payments reports	Core		Yes	
	92	Collections Reports	Standard collections reports	Core		Yes	
	93	Meter Reading Reports	Standard meter reading reports	Core		Yes	
	94	Statistic Reports	Standard statistic reports	Core		Yes	
	95	System Reports	Standard system reports	Core		Yes	
	96	Custom Reports	A report writer for use in building custom and Ad Hoc reports	Core		Yes	
	97	Dashboards	The ability to view dashboards of common reporting data attributes that can be filtered for specific requirements	Core		Yes	
	98	Financial (General Ledger and Accounts Payable)	VXcis has standard file-based export to general ledger/account payable.	Core		Yes	Harris CitySuite Financials

Integrations	99	Meter Reading upload and download	VXcis has standard APIs and file-based export and import of reading information.	Core		Yes	Neptune 360
	100	Payment Remittance	VXcis has standard APIs and file-based import of payment information.	Core		Yes	InvoiceCloud
	101	Bill Print (PDF or data stream)	VXcis has standard file-based export to bill print providers.	Core		Yes	TBD
	102	ACH	VXcis can pass a PDF of the bills or a data stream to the Bill Print Vendor.	Core		Yes	InvoiceCloud
	103	IVR/Customer Portal	VXcis has standard file-based export in standard NACHA Format	Core		Yes	VertexOne Digital
	104	Collection Agency	VXcis has standard APIs and file-based import and export of IVR/Customer Portal information.	Core +		Yes	N/A
	105	Workforce management	VXcis has standard file-based export to collection agency for bad debt accounts.	Core +		Yes	VXfieldwork
	106	GIS	VXcis has standard APIs and file-based export and import from workforce management system to send work orders and receive updates back.	Core +		Yes	TBD
	107	Tax Assessor	VXcis has standard file-based import from GIS.	Core +		No	N/A
	108	Solid Waste Routing	VXcis has standard file-based import from Tax Assessor or other government agency.	Core +		Yes	RouteWare

Attachment 4
VXfieldwork Functionality

VertexOne will enable, for Client, capability leveraging the following modules:

- VXfieldwork Mobile Application for Field Technicians
- VXfieldwork Dispatcher Dashboard
- VXfieldwork Optimization Engine

These modules will be integrated with VertexOne Software and Client's existing CityWorks system. VXfieldwork will have the ability to integrate to the Client's GIS system via the change control process.

VertexOne's implementation will deploy VXfieldwork™ including core functionalities and configuration for:

- Work order creation via user interface.
- Manual and automated order scheduling and dispatch with routing and drive time calculations.
- Work order progression with event reporting and order completion data collection.
- Work order type configuration including duration, required skills, priority.
- Definition and configurations of zones and centers to support organization structure and scheduling goals.
- Resource configuration including resource types, skills and calendars.
- Mobile field functionality for technicians including communicating with the customer regarding status of the service work.

Following is an overview of the core functionality that will be enabled during the activation of the VXfieldwork Mobile Application for Field Technicians. Some of the below functionality leverages the capability of the Field Technicians mobile device and therefore may only be applicable through the downloadable mobile application:

1. Ability to run application most common mobile devices.
2. Ability for app to work both on and offline via store and forward design.
3. Work status reporting
4. Integration with mobile device navigation applications
5. Voice activation and audio notifications
6. Ability to configure and send notifications to customers based on triggering events (tech enroute)
7. Structured work item forms for information and note capture in the field (including signatures)
8. Integration with mobile device's camera, code reader & calendar
9. Ability to collaborate with customers, peers and managers through the app
10. Supervisor capability to manage the adjust workforce schedules and work assignments
11. Ability to receive and display dispatch-initiated alerts
12. Real-time updates from the VXfieldwork dispatch and scheduling modules

Following is an overview of the core functionality that will be enabled through the activation of the VXfieldwork dispatch dashboard:

1. User friendly browser-based user interface with support for all major browsers
2. Ability to view work schedules and assignments for crews/assets
3. Ability to configure resources and their region, schedules, skills, constraints, etc. for use in assigning work
4. Ability to view pending/unassigned work
5. Ability to view crews/assets and work requests overlaid on Google Maps display
6. Ability to toggle on/off map layers
7. Ability to drag/drop to assign work to crews
8. Validation and warning/exceptions for work constraints with ability to override as applicable

9. Ability to establish priorities, alerts and queues for work that is unassigned, priority, in jeopardy, etc.
10. Ability to configure ‘tiles’ for configurable reporting
11. Ability to configure motivation alerts and notification text for messages to customers (i.e. enroute notification)
12. Ability to manually initiate auto scheduling of unassigned work
13. Ability to re-assign/optimize scheduled work
14. Ability to search/view completed work history
15. Ability to dispatch/receive completed orders via email

Following is an overview of the core functionality that will be enabled through the activation of the Optimization Engine:

1. Configurable, iterative algorithm with rules-based activation for use in generating an optimum work schedule considering:
    a. Work constraints – such as required time window, working time, start-to-end, etc.
    b. Resource constraints – such as availability and capacity
    c. Work & resource constraints – such as proximity, required skills, crew requirements (size, aggregate skills, equipment) and required resources
    d. Objective – such as assignment of urgent & filler work, minimize travel time, maximize resource suitability, maximize workload balance, maximize coverage of locations, minimize risk of missing time limit, assign higher priorities early in route, etc.
2. Calculation and assignment of work by evaluating open work against the configured constraints and objectives
3. Ability to run scheduled work assignment/optimization processes

ATTACHMENT C
CHANGE MANAGEMENT POLICY

The definitions set out in this policy shall apply to all Statements of Work, Attachments, and Order Forms unless context requires otherwise.

"Change" and "Changes" means a change/changes to a Statements of Work, Attachment, or Order Form

1. **PURPOSE**

1.1 Where either Party sees the need for a Change, Client may at any time request, and VertexOne may at any time recommend, such Change in accordance with the Change Management Process as set out in this Change Management Policy. Either Party may request further information or reasonable changes to a change proposed by the other Party.

2. **CHANGE MANAGEMENT PROCESS**

2.1 **Client Change Requests**

2.1.1 Client shall submit a request for a Change in writing using VertexOne's ticketing system.

2.2 Where a request for a Change is received from Client, if VertexOne approves of the Change submitted by the Client, VertexOne shall submit a category estimate to Client as soon as reasonably possible taking into account the nature and scope of the request, but in no event longer than ten (10) business days. Client will review the category estimate to ensure Client's requirements are stated correctly and then the Parties will execute a Change Request to approve the estimate prior to VertexOne's delivery plan for the Change Request. VertexOne will inform Client as soon as possible if additional information is required or if an estimate will take longer than 15 days to submit.

2.3 **VertexOne Recommendations to Change** A recommendation for a Change by VertexOne shall be submitted to Client in writing for Client's review and consideration. Change documentation from VertexOne to the Client shall contain the cost, information about the change, any known impacts, risks, constraints, a date, and a change request number.

2.4 **General**

2.4.1 Any request not approved or rejected directly by the Party receiving the request for Change Amendment within twenty (20) business days after receipt, shall automatically be deemed rejected.

2.4.2 Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request.

3. **COSTS**

The costs incurred to prepare and to review a proposed Change shall be borne by the Party preparing and/or reviewing it. Such costs will not be paid by or reimbursed by the other Party.

City Council Regular
Date: 02/13/2023
Title: Depository and Banking Services Contract with US Bank
Presented by: Liz Kampa
Department: Finance
Presentation: No
Legal Review Yes

RECOMMENDATION
Staff recommends that the City Council approve, and the Mayor sign, the contract with US Bank for three years, with seven allowable renewal terms, for up to ten years.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
US Bank has managed the City's depository and banking services since 2002. The current contract with US Bank expires February 28, 2023.

The State of Montana competed and executed a contract with US Bank for a wide range of banking services in 2021 and has made it available to municipalities through a Cooperative Purchasing Agreement. Pursuant to MCA 18-4-402 and the City's Purchasing Procedures, local government agencies are permitted to take advantage of the cost savings realized by the State's purchasing volume and other Cooperative Purchasing programs. Cooperative purchasers benefit by purchasing through State term contracts through time and cost savings, expedited order processing, as well as insuring all procurement is completed via proper procurement rules governed by the State and City.

Staff recommends the contract term of 10 years due to all the technology involved with banking services and the amount of time, effort, and costs necessary to switch to another vendor. This would include: the costs of changing checks, grant, and electronic banking transactions; utilizing both banking companies for a transition period; and, any integration costs associated with a new vendor and any third parties necessary.

The recommended contract term with US Bank is a 3-year contract, with 7 one-year allowable renewals, beginning on March 1, 2023, and expiring on February 28, 2033.

ALTERNATIVES
City Council may:

- Approve the contract with US Bank for Depository and Banking services; or,
- Not Approve the contract with US Bank for Depository and Banking services, and provide further guidance to staff.

FISCAL EFFECTS
US Bank will provide the City with an Earnings Credit Rate (ECR) based on the target monthly Federal Funds effective rate on 100% of collected daily balances. The above-market ECR will allow the City to use balances to assist in the offset or reduction of banking services fees. Essentially, the banking service charges will be paid for with interest on the balance of the City's bank accounts. The bank fees would be substantially higher if we didn't utilize the cooperative purchasing contract. The earning credits (or interest rate) are equal to 100% of Federal Funds, currently at a rate of 4.5%. This rate is offered to the City because of the State's volume. This also allows the City to retain and reinvest more funds than in previous contract years.

SUMMARY
Staff recommends that the City Council approve, and the Mayor sign, the contract with US Bank for three years, with seven allowable renewal terms, for up to ten years.

Attachments

MT General Banking Services Contract
Banking Services Pricing
State Participating Addendum

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GENERAL BANKING SERVICES
DOA-SFSD-2020-0117JT

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, State Financial Services Division, (State), whose address and phone number are 125 N. Roberts, Room 270, Mitchell Building, PO Box 200102, Helena, MT 59620-0102, (406) 444-7334 and US Bank NA, (Contractor), whose address and phone number are 302 N. Last Chance Gulch, Helena, MT 59601and (406) 447-5251.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is effective July 1, 2021, through June 30, 2024, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in (one-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of ten years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the Contract's initial term and if State agrees to a renewal, the parties may negotiate cost adjustments at the time of Contract renewal.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State general banking services including, but not limited to:

- multiple accounts to be used for depository and payment purposes
- issuing, processing, and reporting payments
- deposit related transactions
- reporting and data transmission services
- banking services by agency

All general banking services as more fully described in Contractor's response to DOA-SFSD-RFP-2020-0117JT.

4. WARRANTIES

4.2 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this Contract. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

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These warranties are State's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the services to be provided, State shall pay Contractor according to the following schedule: monthly.

5.2 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 5% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

6. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units subject to such public procurement units' completion of bidder/offeror's standard banking documentation and account-opening procedures. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

7. NON-EXCLUSIVE CONTRACT

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

8. ACCESS AND RETENTION OF RECORDS

8.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to policies, standards, and practices with respect to the Services provided under this Contract, to the extent reasonably necessary to verify Contractor compliance with the terms of this Contract. State may terminate this Contract under section 19, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

8.2 Retention Period. Contractor shall create and retain all records supporting the general banking services rendered for a period of not more than seven years after the date of the transaction processed under this Contract in accordance to its records retention schedule and applicable law.

9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Except for assignments arising under operation of law due to a merger or acquisition, Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA)

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Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract. The term subcontractor does not include vendors of the Contractor who do not provide a service directly to the State and are not hired by Contractor specifically for performance under the Contract.

10. HOLD HARMLESS/INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss to the extent resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors.

11. LIMITATION OF LIABILITY

Contractor's liability for Contract damages is limited to direct damages and further to no more than twice the Contract amount. Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount or type of damages.

12. REQUIRED INSURANCE

12.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by negligent acts or omissions.

12.2 Primary Insurance. Contractor's Commercial General Liability insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers. Any General Liability insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's Commercial General Liability insurance and shall not contribute with it.

12.3 Specific Requirements for Commercial General Liability. Contractor shall maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor products, and completed operations, and the premises owned, leased, occupied, or used.

12.4 Requirements for Professional Liability. Contractor shall maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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12.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. If any deductible or self-insured retention is not approved by the State, then at the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) if substantial proof of financial viability to support such deductibles or self-insured retentions cannot be provided to the State upon request, then at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State within a reasonable timeframe of any material negative change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. During the term of this Contract and any extensions, Contractor shall - upon the State's request - provide updated certificates of insurance to State

12.7 Specific Requirements for Cyber/Data Information Security Insurance. The Contractor shall maintain cyber/information security insurance coverage with combined single limits of $2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

13. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

14. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all federal, state, or local laws, rules, regulations, and executive orders applicable to Contractor 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.I. 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

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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 Contract.

15. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/EO_DECLARATION%20FORM_04102019.pdf?ver=2019-04-25-124741-453.

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at: http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/dark_Money_Disclosure_Template.xlsm.

All disclosures must be submitted to (insert agency contact information), for reporting on https://transparency.mt.gov/. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

16. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

17. CONTRACT OVERSIGHT

17.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.

17.2 Right to Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

17.3 Stop Work Order. State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this Contract shall be amended in writing accordingly.

17.5 System Security. Contractor shall ensure systems delivered under this Agreement are adequately secure. For purposes of this Agreement, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information technology or permit unauthorized access to the State's data or information

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technology. The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. Contractor shall provide its most recent independent auditor's report (e.g. SSAE 18. SOC 2, and etc.) or its equivalent to the State within fifteen (15) days of the State's written request for such report. Annual assurance statements shall be delivered to the Contract Liaison.

18. CONTRACT TERMINATION

18.1 Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

18.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination by State.

18.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

18.4 Noncompliance with Department of Administration Requirements. The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this Contract must be mutually agreed to by the parties.

19. EVENT OF BREACH – REMEDIES

19.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 25.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

19.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

19.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

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- Terminate this Contract under Section 19.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

20. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. If the notice is not provided within the reasonable time period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

21. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

22. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

23. LIAISONS AND SERVICE OF NOTICES

23.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Kyndra Cozzie is State's liaison
Address: 125 N Roberts
City, State, Zip: Helena, MT 59620
Telephone: (406) 444-2624
E-mail: kcozzie@mt.gov

Kim Spiroff is Contractor's liaison
(Address): 302 N Last Chance Gulch
(City, State, ZIP): Helena, MT 59601
Telephone: (406) 447-5251
E-mail: Kimberly.spiroff@usbank.com

23.2 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

24. MEETINGS

24.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no

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additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

24.2 Progress Meetings. During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

24.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

24.4 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

25. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time (not to exceed one year) after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

26. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

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27. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.I. 111-148, 124 Stat. 119].

28. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

29. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

30. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

31.1 Contract. This Contract consists of 10 (ten) numbered pages, any Attachments as required, Solicitation **# DOA-SFSD-RFP-2020-0117JT**, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

31.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

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33. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
State Financial Services Division
125 N. Roberts
Helena, MT 59620

BY: John Lewis John Lewis
(Name/Title)

DocuSigned by:
John Lewis
EEF1735150E541A...
(Signature)

DATE: 12/31/2020

US BANK
302 North Last Chance Gulch
Helena, MT 59601
FEDERAL ID # 31-0841368

BY: Kim Sprio Senior Vice President
(Name/Title)

Kim Sprio
(Signature)

DATE: 12-29-2020

Approved as to Legal Content:

DocuSigned by:
Mike Manion 12/18/2020
8E2DE9B61B4E4EF...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
John Thomas 12/16/2020
49E3FEF749664B6...
Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

DocuSigned by:
Tim Bottenfield 12/21/2020
5018EC5F091042A...
Chief Information Officer (Date)
Department of Administration

SECTION 5: COST PROPOSAL

Price Sheets. Offerors ***must*** use the RFP Price Sheet provided below. This price sheet serves as the primary representation of offeror's cost/price. Offeror should include additional information as necessary to explain the offeror's cost/price. For purposes of evaluation, the price sheet below includes volumes from the State's main account and does not represent the total anticipated cost of the contract.

		Estimated Annual Volume	Price Per Unit	Total Annual Cost
Account Reconcilement Services				
1.	Duplicate Reports	12	$15.000	$180.00
2.	Transmission - per Item	73,370	$0.010	$733.70
3.	Transmission Output	230	$5.000	$1,150.00
4.	Daily Paid List Items	73,100	$0.025	$1,827.50
5.	Daily Paid List Maintenance	12	$30.000	$360.00
6.	Warrants Returned	1,180	$2.500	$2,950.00
7.	Warrant/Positive Pay Confirmation-per File	1,200	$0.065	$78.00
8.	Warrant/Positive Pay Upload - per File	75	$8.000	$600.00
	First 5 Files at $10.00 - Each Additional File at $0.00			
9.	Issue/Cancel Input	430	$0.065	$27.95
10.	Positive Pay Only - per Item	666,000	$0.020	$13,320.00
11.	Positive Pay Exceptions	1,600	$0.350	$560.00
12.	Positive Pay Only Maintenance	30	$10.000	$300.00
13.	Transmission Input	960	$5.000	$4,800.00
ACH Services				
14.	ACH Block Monthly Maintenance-per Acct	24	$0.000	$0.00
15.	ACH Cash Concentration Item	3,650	$0.100	$365.00
16.	ACH Data Capture Monthly Maintenance	100	$0.000	$0.00
17.	ACH File Confirmation Email	4,100	$1.000	$4,100.00
18.	ACH File Confirmation Transmit	250	$1.000	$250.00
19.	ACH Item Adjustment Request	240	$17.000	$4,080.00
20.	ACH Letter of Indemnity	110	$35.000	$3,850.00
21.	ACH Live Data Capture Item	721,630	$0.055	$39,689.65
22.	ACH Monthly Maintenance	150	$2.500	$375.00
23.	ACH Notification of Change	5,470	$1.500	$8,205.00
24.	ACH Originated Transit Item	2,268,700	$0.015	$34,030.50
25.	ACH Originated Addenda Item	527,015	$0.010	$5,270.15
26.	ACH Originated On-US Item	331,900	$0.015	$4,978.50
27.	ACH Outgoing Transmission	1,680	$5.000	$8,400.00
28.	ACH Process Run	2,320	$5.000	$11,600.00
29.	ACH Received Addenda Item	760,600	$0.010	$7,606.00
30.	ACH Received Item	42,500	$0.015	$637.50
31.	ACH Remittance Monthly Maintenance	12	$10.000	$120.00
32.	ACH Return/NOC Transmit Items	8,260	$1.000	$8,260.00
33.	ACH Return-per Item	6,510	$1.500	$9,765.00
34.	International ACH Item	615	$1.500	$922.50
35.	Pre-authorized Debit Monthly Maintenance	12	$55.000	$660.00
36.	ACH NOC Item	70	$1.500	$105.00
37.	ACH On-US Item	9,200	$0.015	$138.00
38.	ACH Process Run	425	$5.000	$2,125.00
39.	ACH Return Item	120	$1.500	$180.00

		Estimated Annual Volume	Price Per Unit	Total Annual Cost
40.	ACH Transit Item	93,230	$0.015	$1,398.45
41.	Unauthorized ACH Return - per Item	120	$6.000	$720.00
Branch Coin/Currency Services				
42.	Branch Deposit Processing Fee	5,125	$1.250	$6,406.25
43.	Cash Deposited-per $100	13,850	$0.060	$831.00
44.	Coin Rolls Ordered-per Roll	440	$0.150	$66.00
45.	Currency Ordered-per Strap	165	$0.700	$115.50
46.	Loose Currency Ordered/$100	810	$0.160	$129.60
47.	Night Deposit Processing-per Deposit	450	$1.000	$450.00
48.	Standard Change Order-per Order	240	$6.000	$1,440.00
Cash Concentration				
49.	Cash Concentration Monthly Maintenance	12	$10.000	$120.00
50.	Deposit Report Fields	4,380	$0.100	$438.00
51.	Deposit Report Web	300	$1.500	$450.00
52.	Cash Concentration - Corporate Entry	2,275	$1.500	$3,412.50
53.	Cash Concentration - Corporate Entry - Added	2,275	$1.500	$3,412.50
54.	Inactive Locations	270	$2.000	$540.00
55.	Telephone Input First Field	1,000	$0.100	$100.00
Controlled Disbursement				
56.	Controlled Disbursement - Fixed	12	$100.000	$1,200.00
57.	Controlled Disbursement - per Item	636,600	$0.060	$38,196.00
58.	Controlled Disbursement Transaction Output	250	$5.000	$1,250.00
59.	Controlled Disbursement Transaction - per Item	636,160	$0.020	$12,723.20
Depository Services				
60.	Account Inquiry	20	$6.000	$120.00
61.	Account Maintenance	100	$2.000	$200.00
62.	Warrant Filter Monthly Maintenance	60	$0.000	$0.00
63.	Warrant/Deposit Ticket Order	400	$0.000	$0.00
64.	Deposit Coverage Maintenance (FDIC, etc.)*	237,500	$0.129	$30,637.50
65.	Deposited Item	251,350	$0.070	$17,594.50
66.	Electronic Credits	6,500	$0.050	$325.00
67.	Electronic Debits	300	$0.050	$15.00
68.	Paper Credits	10,275	$0.100	$1,027.50
69.	Paper Debits	81,370	$0.060	$4,882.20
70.	Redeposited Returned Item	700	$0.500	$350.00
71.	Reject Warrants Paid	24,200	$0.480	$11,616.00
72.	Returned Deposited Items	790	$1.000	$790.00
73.	Returned Item Manual Process	700	$1.000	$700.00
74.	Statement with Deposit Ticket Images	24	$0.000	$0.00
75.	Statement-Number of Images	3,200	$0.000	$0.00
Electronic Deposit Services				
76.	Custom Requests	600	$0.000	$0.00
77.	Deposit Credit	19,830	$0.100	$1,983.00
78.	Monthly Maintenance - per Account	100	$7.000	$700.00
	First Account at $56.00 - Each Additional Account at $0.00			
79.	File Setup - Custom	1	$0.000	$0.00
80.	Image Cash Letter Monthly Maintenance	12	$100.000	$1,200.00
81.	Image Cash Letter Deposit Fee	400	$0.750	$300.00
82.	Image Cash Letter Item - On-Us	23,400	$0.050	$1,170.00

		Estimated Annual Volume	Price Per Unit	Total Annual Cost
83.	Image Cash Letter Item-Transit	424,470	$0.050	$21,223.50
84.	Image Cash Letter Transmission	12	$185.000	$2,220.00
85.	Image Warrant - per Item	346,880	$0.040	$13,875.20
86.	Image Warrant Item - On-Us	18,900	$0.060	$1,134.00
87.	Image Warrant Item - Transit	320,380	$0.060	$19,222.80
88.	Image Quality Screening	950	$0.000	$0.00
89.	Image Retrieval - per Item	6,680	$0.250	$1,670.00
90.	Remittance Item	79,260	$0.100	$7,926.00
91.	Translation - per Payment	60,950	$0.080	$4,876.00
92.	Transmission	220	$5.000	$1,100.00
93.	Web Monthly Maintenance - per Workstation	950	$10.000	$9,500.00
Image Services				
94.	Image Access Images Retrieved	4,900	$0.250	$1,225.00
95.	Image Archive Monthly Maintenance	12	$10.000	$120.00
96.	Image Archive per Warrant Image	79,540	$0.015	$1,193.10
97.	Warrant Image Storage per Image Stored	716,140	$0.020	$14,322.80
98.	Short Term Images Retrieved	40	$0.250	$10.00
International Banking				
99.	Un-Encode CAD/USD Item	570	$2.500	$1,425.00
Information Reporting System				
100.	Account Analysis Report PDF	144	$0.417	$60.05
	First Account at $5.00 - Each Additional Account at $0.00			
101.	ACH Received Item Report	12	$10.000	$120.00
102.	ACH Return and NOC Report	48	$0.000	$0.00
103.	Cash Concentration Report	12	$10.000	$120.00
104.	Current Day Transmit Monthly Maintenance	12	$10.000	$120.00
105.	Current Day Transmit-per Item	684,130	$0.015	$10,261.95
106.	Current Day Transmit-per Transmit	750	$15.000	$11,250.00
107.	EDI Remittance Report	12	$0.000	$0.00
108.	Monthly DDA Statement PDF	190	$0.000	$0.00
109.	Previous Day Transmit-per Transmit	250	$5.000	$1,250.00
110.	Previous Day Transmit Monthly Maintenance	12	$10.000	$120.00
111.	Previous Day Transmit-per Item	87,850	$0.015	$1,317.75
112.	ACH Adjustment Monthly Maintenance	12	$10.000	$120.00
113.	ACH Origination Monthly Maintenance	130	$4.550	$591.50
	First Account at $50.00 - Each Additional Account at $0.00			
114.	ACH Positive Pay Monthly Maintenance	12	$10.000	$120.00
115.	Book Transfer Monthly Maintenance	340	$0.350	$119.00
	First Account at $10.00 - Each Additional Account at $0.00			
116.	Book Transfer-per Transfer	820	$0.050	$41.00
117.	Current Day Reporting Per Account	130	$15.000	$1,950.00
118.	Current Day Reporting Per Item	236,820	$0.015	$3,552.30
119.	External Message Monthly Maintenance	300	$0.000	$0.00
120.	External User Task Sent	420	$0.000	$0.00
121.	Image Access Monthly Maintenance	24	$10.000	$240.00
122.	Positive Pay Issue Maintenance - Monthly Maintenance	60	$2.000	$120.00
	First Account at $10.00 - Each Additional Account at $0.00			
123.	Previous Day Reporting Per Account	220	$15.000	$3,300.00
124.	Previous Day Reporting Per Item	336,360	$0.015	$5,045.40

		Estimated Annual Volume	Price Per Unit	Total Annual Cost
125.	Stop Payments Monthly Maintenance	72	$1.670	$120.24
	First Account at $10.00 - Each Additional Account at $0.00			
126.	Stop Payments-per Stop	1,220	$5.000	$6,100.00
127.	Token Monthly Maintenance	790	$0.000	$0.00
128.	Wires Monthly Maintenance	72	$1.670	$120.24
	First Account at $10.00 - Each Additional Account at $0.00			
Wire Transfers				
129.	Incoming Fedwire	440	$5.000	$2,200.00
130.	Incoming Fedwire - Customer Transfer Plus Format	620	$5.000	$3,100.00
131.	Incoming International Wire	60	$13.000	$780.00
132.	Internal Wire Credit	230	$5.000	$1,150.00
133.	Fedwire Non-Repetitive	130	$5.000	$650.00
134.	Fedwire Repetitive	925	$5.000	$4,625.00
135.	Internal	65	$5.000	$325.00
136.	International USD Non-Repetitive	200	$13.000	$2,600.00
137.	International USD Repetitive	12	$13.000	$156.00
138.	Wire Historical Monthly Maintenance	10	$50.000	$500.00
Zero Balance Accounts				
139.	ZBA Lead	12	$10.000	$120.00
140.	ZBA Subsidiary	12	$5.000	$60.00

TOTAL	**$ 493,078.48**

* Deposit Coverage is a pass-thru and subject to change.

Services Provided Not Included Above				
	Rejected Pre-encoded Deposit items		$0.450	$0.00
	Returned Items Special Instructions		$5.000	$0.00
	Returned Item Image Viewed		$0.250	$0.00
	Overdraft Paid Fee		$37.000	$0.00
	Related Account Transfer by Phone		$7.000	$0.00
	Copy of Check or Deposit Ticket		$0.050	$0.00
	Deposit Recap Maintenance		$5.000	$0.00
	File Level Encryption Monthly		$35.000	$0.00
	Stale Date Maintenance		$2.500	$0.00
	SinglePoint Stop Payments per Revoke		$10.000	$0.00
	SinglePoint ACH Positive Pay Authorization		$1.000	$0.00
	SinglePoint ACH Positive Pay per Item Paid		$0.080	$0.00
	SinglePoint Investment Reporting Monthly Maintenance		$5.000	$0.00
	Internal Wire Debit		$5.000	$0.00
	Drawdown Wire Request Inbound		$5.000	$0.00
	Image Archive CD-Rom		$10.000	$0.00
	Voice Input Additional Fields		$0.100	$0.00
	Touch Tone Input First Field		$0.100	$0.00
	Telephone Input Additional Fields		$0.100	$0.00
	Web Input First Field		$0.100	$0.00
	Web Input Additional Field		$0.100	$0.00
	Web Deposit Inquiry/Corrections with Trace		$5.000	$0.00
	Wholesale Lockbox Monthly Maintenance		$75.000	$0.00

		Estimated Annual Volume	Price Per Unit	Total Annual Cost
	Wholesale Lockbox Deposit		$0.750	$0.00
	Wholesale Lockbox per Item		$0.280	$0.00
	Wholesale Lockbox OCR Item		$0.180	$0.00
	Wholesale Lockbox Exception/Return		$0.240	$0.00
	Wholesale Lockbox MICR Capture		$0.020	$0.00
	Wholesale Lockbox Data Keystroke		$0.016	$0.00
	Wholesale Lockbox Payees 8 to 15		$0.000	$0.00
	Wholesale Lockbox Cash Processing		$4.000	$0.00
	Wholesale Lockbox Multi Payment		$0.080	$0.00
	Wholesale Lockbox Document Matching		$0.050	$0.00
	Wholesale Lockbox Manual Mail		$10.000	$0.00
	Wholesale Lockbox Transmission		$220.000	$0.00
	Wholesale Lockbox Monthly Return Item Transmission		$50.000	$0.00
	Wholesale Lockbox Image Check/Coupon		$0.020	$0.00
	Wholesale Lockbox Image Document		$0.080	$0.00
	Wholesale Lockbox Image Report		$50.000	$0.00
	Wholesale Lockbox Image Transmission Check/Coupon		$0.040	$0.00
	Wholesale Lockbox Image Monthly Maintenance		$105.000	$0.00
	Wholesale Lockbox 7 to 10 year Archive		$0.055	$0.00
	Wholesale Lockbox Image Document Storage		$100.000	$0.00
	Wholesale Lockbox Package Prep		$20.000	$0.00
	Wholesale Lockbox Web Decisioning		$75.000	$0.00
	Wholesale Lockbox Web Decisioning per Item		$0.450	$0.00
	Wholesale Lockbox Account Changes		$15.000	$0.00
	Lockbox Deposited Item		$0.025	$0.00
	Lockbox Annual Rental (at cost)			$0.00
	Check Payables Monthly Maintenance per Account		$45.000	$0.00
	Check Payables Check Payment		$0.250	$0.00
	Check Payables Additional Page		$0.050	$0.00
	Check Payables Envelopes		$0.020	$0.00
	Check Payables Postage (at cost)		$0.432	$0.00
	Check Payables Transmission		$5.000	$0.00
	SinglePoint Check Payables Per Check			$0.00
	1 to 100 Checks		$0.870	$0.00
	101 to 500 Checks		$0.760	$0.00
	501 to 1,000 Checks		$0.660	$0.00
	Over 1,000 Checks		$0.250	$0.00
	International ACH Received Item		$0.500	$0.00
	Same Day ACH Originated Transit		$0.500	$0.00
	ACH Batch Adjustment Request		$30.000	$0.00
	ACH File Adjustment Request		$30.000	$0.00
	SinglePoint Same Day Transit Item Originated		$0.500	$0.00
	ACH Receivable File Translate Payment		$0.010	$0.00
	Loose Mixed Coin Deposit per Bag		$10.000	$0.00
	Loose Coin Ordered per Bag		$5.250	$0.00
	Electronic Deposit Admin Return/Rejected Item		$2.500	$0.00
	Panini I Deal Single Scanner		$225.000	$0.00
	Epson CaptureOne 30 dpm Scanner		$525.000	$0.00

		Estimated Annual Volume	Price Per Unit	Total Annual Cost
	Epson CaptureOne 90 dpm Scanner		$850.000	$0.00
	Foreign Currency Check Deposited		$5.000	$0.00
	Miscellaneous Service Charges (at cost)		$1.000	$0.00
Optional Services				
	Payee Positive Pay Maintenance		$20.000	$0.00
	Payee Positive Pay Per Item		$0.020	$0.00
	SinglePoint Payee Positive Pay Exceptions		$0.350	$0.00
	SinglePoint Same Day Positive Pay per Item		$0.020	$0.00
	SinglePoint Same Day Positive Pay Exception		$0.350	$0.00
	Focal Point Plus Account Maintenance		$5.000	$0.00
	Balance Aggregation Fee - For First Account		$50.000	$0.00
	Balance Aggregation Fee - For Next 49 Accounts		$2.000	$0.00
	UPIC Monthly Maintenance - per ID		$15.000	$0.00
	ACH Filter - per Account		$10.000	$0.00
	Payee Choice Monthly Maintenance		$500.000	$0.00
	Payee Choice - Items		$0.350	$0.00
	Payee Choice - Setup		$3,000.000	$0.00
	Disbursement via Zelle - Standard Payment		$0.750	$0.00
	Disbursement via Zelle - Instant Payment		$1.500	$0.00
	Real Time Payments Origination		$1.000	$0.00
	Real Time Payments Remittance Advice		$0.300	$0.00
	Real Time Payments Request for Payment		$0.500	$0.00
	Real Time Payments Request for Information		$0.250	$0.00
	Real Time Payments Remittance Advice Receipt		$0.150	$0.00
	Real Time Payments Monthly Maintenance		$20.000	$0.00
	Real Time Payments Request for Return of Funds		$1.000	$0.00
	Real Time Payments Request for Payment Receipt		$0.250	$0.00
	Account Validation through early warning Minimum		$325.000	$0.00
	Web Account Stat		$0.400	$0.00
	Web Account Own		$0.400	$0.00
	Web User Monthly		$35.000	$0.00
	Web Token - Annual fee		$80.000	$0.00
	Web Onboarding		$1,250.000	$0.00
	Focal Point Plus Setup		$250.000	$0.00

STATE OF MONTANA
GENERAL BANKING SERVICES AGREEMENT
CONTRACT NO. DOA-SFSD-2020-0117JT

PURCHASING ENTITY ADDENDUM

This Purchasing Entity Addendum ("**Addendum**") is entered into by The City of Billings, Montana, organized under the laws of the State of Montana ("**Participant**") and U.S. Bank. This Addendum shall become effective upon signing by both Parties.

RECITALS

The State of Montana (the "**State**") and U.S. Bank have entered into an Agreement, as amended, supplemented or otherwise modified (the "**Agreement**") for the purpose of providing General Banking Services (the "Program").

Participant desires to participate as a "Purchasing Entity" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

U.S. Bank has agreed to allow **Participant** to be bound under the Agreement and participate in the Program as a "Purchasing Entity".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **Participant** and U.S. Bank agree as follows:

1. **DEFINITIONS**. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.

2. **DESIGNATION. Participant** is hereby designated as a "Purchasing Entity" under the Agreement and **Participant** shall be deemed a "Purchasing Entity" thereunder until **Participant** so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such **Participant** in the issuing of Accounts (or the suspension of Accounts issued at **Participant's** direction).

3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS. Participant**
   - **3.1.** Represents and warrants that it has received a copy of the Agreement;
   - **3.2.** Represents that it is a valid political subdivision of the State of Montana;
   - **3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by the **State** in the Agreement to U.S. Bank can be made by **Participant** without breach on the date hereof;
   - **3.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about **Participant** is true and correct;
   - **3.5** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether **Participant** has received notice of such amendment;
   - **3.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if **Participant** signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the **State** or any other **Participant**s; and,
   - **3.7** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

4. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS. Participant** agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. The **State** shall have no liability for any obligations incurred under the Program by **Participant** and any Account holder designated by such **Participant**.

5. **NOTICES.** The notice address for **Participant** is:

Participant:
City of Billings
Finance Department
P.O. Box 1178
Billings, MT 59103-1178
Attn: Purchasing Agent

6. **CHANGE OF CONTROL. Participant** shall immediately notify U.S. Bank in writing of the occurrence of any event concerning **Participant** that (i) would prevent **Participant** from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such **Participant**. **Participant** shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of **Participant** to be designated a "**Participant**" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

7. **BINDING AGREEMENT.** The representations, warranties and covenants of **Participant** in this Addendum constitute valid, binding and enforceable Agreements of **Participant**. The execution of this Addendum and the performance of the obligations hereunder are within the power of **Participant**, have been authorized by all necessary action and do not constitute a breach of any Agreement to which **Participant** is a party or is bound. **Participant** represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for **Participant** to be duly bound by this Addendum. Any breach of the terms of this Addendum by the **Participant** shall also be a default under the Agreement by the **Participant** giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by **Participant** shall give rise to the right of U.S. Bank to terminate this Addendum and remove **Participant** from the Program.

8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT**. **Participant** acknowledges that U.S. Bank and the **State** may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, **Participant** and **Participant** shall be bound by the terms contained in any such amendments. Any failure to inform **Participant** of any amendment shall not provide a defense to **Participant** against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against **Participant**.

9. **AUTHORIZATION AND EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	**U.S. BANK**
DATE:	DATE:
City of Billings, Montana	U.S. Bank National Association
Legal Name of **Participant** (Political Subdivision/Participating Entity)	
(Signature of Authorized Individual)	
William A. Cole	
(Printed Name of Authorized Individual)	
Mayor	Vice President
(Printed Title of Authorized Individual)	

City Council Regular

Date:	02/13/2023
Title:	Commercial Card (Pcard) Services Contract with US Bank
Presented by:	Liz Kampa
Department:	Finance
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve, and the Mayor sign, the Commercial Card (Pcard) Services contract with US Bank for three years, with seven allowable renewal terms, for up to ten years.

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

US Bank has managed the City's Commercial Card (Pcard) program since 2002. The current contract with US Bank expires February 28, 2023.

The State of Montana is a participating agency in the NASPO ValuePoint Cooperative Purchasing Master Agreement No. 00719/0089. Pursuant to MCA 18-4-402 and the City's Purchasing Procedures, local government agencies are permitted to take advantage of the cost savings realized by the State's purchasing volume and other Cooperative Purchasing programs. Cooperative purchasers benefit by purchasing through term contracts through cost savings, expedited order processing, as well as insuring all procurement is completed via proper procurement rules governed by the State and City.

Staff recommends the contract term of 10 years is reasonable due to the emerging technology involved with these services and the amount of time, effort, and cost it would take to switch to another vendor. Integration to the City's financial system is established and the staff that manages this program is trained and familiar with the processes. The contract with US Bank is recommended to be for a 3-year contract, with 7 one-year allowable renewals, beginning on March 1, 2023, and expiring on February 28, 2033.

STAKEHOLDERS

Nearly 300 City staff currently have US Bank Pcards.

ALTERNATIVES

City Council may:
Approve the contract with US Bank for Commercial Card (Pcard) services; or,
Not Approve the contract with US Bank for Commercial Card (Pcard) services, and provide further guidance to staff.

FISCAL EFFECTS

The City's Purchasing Card Program allows for and significantly reduced administrative costs for time in processing small payments and invoices. Additionally, rebate opportunities exist within the contract. Most recently, the City is on-track to receive approximately $31,000 in rebate for last year. Utilizing the power and volume of the NASPO ValuePoint Cooperative Purchasing Agreement substantially increases the likelihood of an even larger rebate in future years.

Attachments

NASPO Master Pcard Agreement
Purchasing Entity Addendum
Montana and NASPO Brochure

AMENDED AND RESTATED

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00719

COMMERCIAL CARD SERVICES

For Use by Eligible Participating States

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

U.S. BANK NATIONAL ASSOCIATION

Dated: July 9, 2020

AMENDED AND RESTATED

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00719

COMMERCIAL CARD SERVICES

This Amended and Restated Cooperative Purchasing Master Agreement ("Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and U.S. Bank National Association, a Delaware corporation ("Contractor or U.S. Bank") and is dated as of July 9, 2021.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is led by state procurement officers from member states. NASPO ValuePoint does not award contracts, rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting Master Agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that Master Agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating state'), no agency or other eligible organization (a 'purchasing entity') may utilize the products and services offered pursuant to the cooperative purchasing Master Agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor,

however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as a part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00719/00819, dated June 4, 2019, regarding Commercial Card Services. Eleven (11) states indicated an intent to utilize the resulting cooperative purchasing Master Agreement.

F. Enterprise Services and a stakeholder team consisting of representatives from Washington, Oregon, California, Colorado, and Minnesota evaluated all responses to the Competitive Procurement and identified Contractor as the Apparent Successful Bidder (ASB) for Category 1 - Commercial Card Services.

G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Master Agreement is to enable Participating States and Purchasing Entities to utilize Commercial Card Services as set forth herein.

I. Enterprise Services and U.S. Bank entered into an agreement for the products and services listed herein dated July 9, 2020 (the "Prior Agreement"), and now the parties desire to amend and restate the Prior Agreement in its entirety to add additional terms and conditions for the purpose of providing the applicable products and services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Master Agreement begins July 9, 2020 and ends on December 31, 2025. The Commercial Card services provided pursuant to this Master Agreement start January 1, 2021 and end on December 31, 2025; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2024, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Rebate: Contractor provides timely and accurate rebates as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Commercial Card Services to begin on January 1, 2021, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no rebate calculations as set forth in *Exhibit B – Rebate/Incentive Share* shall be made under this Agreement prior to January 1, 2020.

2. PARTICIPANTS. Use of this Master Agreement may be authorized by Participating States for use by Purchasing Entities as set forth herein.

2.1. PARTICIPATING STATES. For the purpose of this Master Agreement, a Participating State shall mean: any state, or U.S. territory (e.g., District of Columbia, Puerto Rico, etc.) ("State") that executes a Participating Addendum with the Contractor, such Participating Addendum will authorize Purchasing Entities for such Participating State. Such Participating Addendum must be executed by the chief procurement officer for the applicable state; *provided however*, that some States, with state authority to do so and permission from such state chief procurement officer, may authorize local governments, political subdivisions, and other entities to execute a Participating Addendum. Contractor may not provide Commercial Card Services under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed.

2.2. PURCHASING ENTITIES. For the purpose of this Master Agreement, a Purchasing Entity is any eligible entity authorized by a Participating State and approved by Contractor in accordance with the approval procedures set forth in *Exhibit D – Establishing a Card User Agreement* to participate in the Master Agreement (i.e. to purchase from the Master Agreement) pursuant to a Participating Addendum. Purchasing Entities will be required to execute a Card User Agreement (CUA) as outlined in this Master Agreement and shall be financially committed to the card account.

2.3. PARTICIPATING ADDENDUM. For the purpose of this Master Agreement, a Participating Addendum is the document executed between a Participating State and Contractor that enables eligible Purchasing Entities to utilize the Master Agreement. The terms and conditions set forth in the Master Agreement are applicable to any Purchasing Entity except to the extent altered, modified, supplemented, or amended by a Participating Addendum as required by a Participating State's laws, regulations or procedures. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum with the consent of the Participating State and Contractor. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

2.4. PARTICIPATING ADDENDUM CHANGES. Participating Addenda shall not be construed to amend the Master Agreement provisions pertaining to NASPO ValuePoint program requirements.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. SCOPE. Pursuant to this Master Agreement, Contractor is authorized to provide only those goods and/or services set forth in E*xhibit A – Commercial Card Products* and *Exhibit G - Commercial Card Requirements* and provide the Rebate/Incentive Share as set forth in *Exhibit B – Rebate/Incentive Share.* Contractor shall not represent to any Participating State or Purchasing Entity under this Master Agreement that Contractor has contractual authority to provide any goods and/or services beyond those set forth in *Exhibit A – Commercial Card Products* and *Exhibit G - Commercial Card Requirements*.

3.2. LEAD STATE'S ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement.

3.3. INCENTIVE SHARE ADJUSTMENT. Incentive share and fees shall remain firm and fixed for the term of the Agreement; provided that in the event of a decrease or increase in the Interchange Rates by five percent (5%) or more, U.S. Bank will have the right (but not obligation) to replace the current Rebate/Incentive Share with a new Rebate/Incentive Share proportionate to the change of the revised Interchange Rates. Contractor will provide written justification to the Contract Administrator with validation of the adjustment to the Interchange Rate table; Enterprise Services reserves the right to negotiate a greater incentive share at any time during the life of the Agreement. A greater incentive share must be mutually agreed between the Parties. A Participating State may negotiate the specifics of the Incentive Share Component, but shall not exceed the total basis points offered by the Contractor.

3.4. PRICE CEILING. Except as provided in Section 3.3 above, Contractor's Basis Points as set forth in this Master Agreement shall be fixed. Contractor's fees (e.g. overnight card delivery and international transactions) set forth in this Agreement shall be the maximum fees Contractor may charge during the term of the Master Agreement. *See Exhibit E – Supplemental Services.*

3.5. MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to the eligible Participating Entities.

4. REPRESENTATIONS AND WARRANTIES.

4.1. CONTRACTOR REPRESENTATION AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any Card User Agreement (CUA) is placed pursuant to this Master Agreement and Participating Addendum. If, at the time of any such agreement, Contractor cannot make such representations and warranties, the Contractor shall not process any additional CUA and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

(a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is a validly existing national bank that is authorized and qualified to do business in the State of Washington and all other states of the United States (each, a "U.S. State"), that it possesses documentation that reflects this authorization from the office of the Comptroller of the Currency, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that it will do the equivalent for any U.S. State for which it executes a Participating Addendum.

(b) SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

(c) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

(d) PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any Participating Addendum entered into pursuant to the Master Agreement.

(e) EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractors bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

(f) QUALITY OF GOODS AND SERVICES. Contractor represents and warrants that any goods and/or services provided pursuant to this Master Agreement, shall conform to this Master Agreement and Cardholder User Agreement, and shall be provided in full compliance with applicable law. In addition, Contractor agrees that it will use commercially reasonable efforts to deliver such goods and services in a manner consistent with the portion of Contractor's response to the Competition Solicitation attached as *Exhibit G – Commercial Card Requirements*; provided that in the event Contractor fails to do so, Enterprise Services' sole remedy shall be to terminate this Agreement after providing Contractor with notice and a reasonable opportunity to cure.

(g) NO EFFECT OF ADDITIONAL TERMS AND CONDITIONS. Contractor represents and warrants that any Authorized Users agreement to "click through" or other terms and conditions shall not be binding and shall have no force or effect as to the Services of this Master Agreement or Participating Addendum, except that each Purchasing Entity's access and use of U.S. Bank's Access Online web-based application may be subject to the terms and conditions of the applicable "click-through" agreement, as in effect as of February 26, 2020, except that Purchasing Entity shall not be bound by any terms and

conditions that provide for (i) the amendment of such agreement without written consent of both parties, (ii) the indemnification of any party; (iii) the governing law or venue requirements, (iv) the waiver of any applicable statute of limitations period, (v) that incorporate any terms or conditions by reference, or (vi) any term or condition that conflicts with the terms and conditions of this Agreement.

(h) PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees. Contractor further represents and warrants that it will do the equivalent for any Participating State for which it executes a Participating Addendum.

(i) WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Agreement, Contractor shall maintain an accurate profile in WEBS.

(j) STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

(k) MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.

(l) MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of nine (9) months to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and all other Participating Entities.

4.1. PURCHASING ENTITY AND CONTRACTOR MUTUAL REPRESENTATIONS AND WARRANTIES. U.S. Bank and Purchasing Entity respectively represent and warrant, at all times during the applicable Participating Addendum or Card User Agreement, that:

(a) The applicable Participating Addendum or Card Used Agreement constitutes a valid, binding, and enforceable agreement of such party;

(b) The execution of the Participating Addendum or Card User Agreement and the performance of its obligations under the applicable Participating Addendum or Card User Agreement are within its authorized powers; has been authorized by all

necessary action; and does not constitute a breach of any agreement between itself and any other party;

(c) It shall comply with all requirements of the applicable Participating Addendum or Card User Agreement;

(d) It complies with all applicable state, territorial and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities (collectively, "Governmental Regulations") related to the Participating Addendum and its execution and performance of the Participating Addendum will not contravene any Governmental Regulations applicable to it; and

(e) It possesses the financial capacity to enter into and perform all of its obligations under the Participating Addendum or Card User Agreement.

4.2. PURCHASING ENTITY REPRESENTATIONS AND WARRANTIES. Purchasing Entity represents and warrants, at all times during their Participating Addendum or Card User Agreement, that:

(a) Purchasing Entity shall use Commercial Cards, and shall instruct its Cardholders to use Commercial Cards, solely for Participating State's or Participant's business purposes;

(b) Purchasing Entity has received any and all necessary consents from Cardholders prior to providing U.S. Bank with any Cardholder Identification Information;

(c) The material information provided by Purchasing Entity to U.S. Bank is true, complete, and accurate; and

(d) No third-party consent or approval, including, without limitation, a lender, is required with respect to the execution of the Participating Addendum, or if any such third-party consent or approval is required, Purchasing Entity has obtained any and all such consents or approvals.

Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Participating State or to any other person or third party, with respect to the Commercial Card program provided by U.S. Bank or its representatives, or with respect to U.S. Bank's Commercial Card management software made available by U.S. Bank to Purchasing Entity or any other person for its use, in connection with this Master Agreement, Participating Addendum or Card User Agreement and any services thereunder.

5. USING THE MASTER AGREEMENT – ESTABLISHING A CARD USER AGREEMENT.

5.1. ESTABLISHING A CARD USER AGREEMENT (CUA). Purchasing Entities shall establish a Card User Agreement as described in *Exhibit D – Establishing a Card User Agreement* or as modified by the Participating State's Participating Addendum in order to receive cards, establish access to the online system, and leverage any other goods and/or services from this Master Agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Agreement, the Participating Addendum or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor.

5.3. ON SITE REQUIREMENTS. Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, or other security requirements required by any Participating State or Eligible Purchaser while on their premises.

6. STATEMENTS & PAYMENT.

6.1. CONTRACTOR STATEMENT. Contractor shall submit to Purchasing Entity's designated statement contact properly itemized managing account statements. Such statements shall, upon request by the applicable entity and subject to character space limitations, itemize the following:

(a) Master Agreement No. 00719

(b) Participating Addendum No.

(c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative); and

(d) Statement amount.

Statements will not be processed for payment until receipt of a complete statement as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within the earlier of forty-five (45) days of statement or the date required in the applicable Participating State's prompt pay act or similar legislation. If Purchaser fails to make timely payment(s), Contractor may invoice in the amount of up to one percent (1%) per month on the amount overdue or a minimum of $2, or as otherwise agreed in the applicable Participating Addendum.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur promptly upon discovery by Contractor or within thirty (30) days of written notice to Contractor; *Provided*, however, that so long as Purchaser is not in monetary default at such time, Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.5. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement.

6.6. BILLING DISPUTES; SUSPENSION AND FOREIGN TRANSACTIONS. Any Purchasing Entity shall communicate all disputes regarding Charges or billing for the Commercial Card program within sixty (60) days of the Statement date to Contractor in accordance with the Network operating rules and regulations, identifying the specific items and the basis for such dispute. If the amount owing under a Commercial Card account (other than amounts subject to a bone fide dispute) has not been paid in full when due, the Commercial Card is delinquent. Contractor may suspend any Commercial Card that is delinquent. Contractor may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a Commercial Card. If a Commercial Card is used for Charges in a currency other than the

billing currency, due to fluctuations in foreign exchange rates, a credit may not be the same amount as the original Charge.

7. MASTER AGREEMENT MANAGEMENT.

7.1. MASTER AGREEMENT ADMINISTRATION. The parties hereby designate the following administrators as the respective single points of contact for purposes of this Master Agreement. Enterprise Services' contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth in Section 7.4 below.

Enterprise Services
Attn: Team Cypress, Contract 00719
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: DESTeamCypress@des.wa.gov
Tel: (360) 407-2218

Contractor
Attn: CPS Contracts Manager
901 Marquette Ave S
Minneapolis, MN 55402
EP-MN-A175
Tel: (310) 363-5850

7.2. CONTRACTOR RELATIONSHIP MANAGER. In each Participating Addendum, Contractor shall designate a Relationship Manager who shall be responsible for addressing Purchaser issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Relationship Manager duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Agreement.

7.3. ACCOUNT COORDINATOR. In each Participating Addendum, Contractor shall designate one or more Account Coordinators who shall be responsible for addressing Purchaser issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Account Coordinator duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Agreement.

7.4. NOTICES. Any notices required to be delivered under this Agreement shall be in writing and delivered by electronic mail, or by U.S. certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Contractor
Attn: Law Division – Corporate Payment Systems
U.S. Bank National Association
800 Nicollet Mall, Suite 2100
Minneapolis, MN 55402

Notices shall be deemed effective two (2) days after the date of mailing, if sent by U.S. certified mail, or upon acknowledgment from the recipient, if sent by electronic mail.

8. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

8.1. NASPO VALUEPOINT ADMINISTRATIVE FEE. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter (1/4 or 25%) of one basis point (0.0025% or 0.000025) of the National Annual Volume no later than seventy-five (75) days following the end of the calendar year; provided that NASPO ValuePoint, or its assignee, has provided the necessary payment instructions and signed any associated forms that Contractor reasonably determines is necessary to effectuate such payment. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

8.2. PARTICIPATING STATE ADMINISTRATIVE FEE. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the sum of Standard Volume and Non-Standard Volume.

9. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS. In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.

9.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero (0) sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) days following the end of the calendar quarter (as specified in the reporting tool).

9.2. DETAILED SALES DATA. Contractor also shall report to Enterprise Services and to NASPO ValuePoint, detailed sales data by: (1) Participating State, (2) Entity/Customer Type, coded as State Government, Local Government, Higher Education, K12, Non-Profit; (3) total number of transactions; (4) total dollar value of transactions. Reports are due on a quarterly basis and must be received by Enterprise Services and NASPO ValuePoint no later than sixty (60) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

9.3. NATIONAL ANNUAL SALES INCENTIVE REPORT. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator and Enterprise Services Contract Administrator with a National Annual Sales Volume Incentive Report reflecting each State's total annual spend, and National Annual Volume Rebate earned no later than sixty (60) days after the end of the calendar year.

9.4. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide NASPO ValuePoint an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

9.5. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy and otherwise use reports, data and information provided under this section.

9.6. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as transaction data relating to Orders under this Master Agreement that identify the entity/customer, transaction dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Except as required by law, Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of purchase transactions under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

10. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW.

10.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

10.2. LOGOS. NASPO ValuePoint logos may not be used by the Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

10.3. ANNUAL CONTRACT REVIEW. Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Card User Agreements (CUA) entered into by Participating or Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity

against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly issued the Purchasing Entity the applicable rebate/incentive share. Accordingly, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or agreements entered into by Participating and/or Purchasing Entities under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any account under this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. UNDERPAYMENT OF REBATE/INCENTIVE SHARE. Without limiting any other remedy available to any Participating or Purchasing Entity, in the event of a material underpayment of the Rebate/Incentive Share, in addition to compensating such Participating or Purchasing Entity for the deficiency, Contractor shall reimburse such Participating or Purchasing Entity for its reasonable out-of-pocket expenses incurred to discover and calculate the amount of such deficiency, or twenty-five (25%) of the amount of the deficiency, whichever is less.

12. INSURANCE.

12.1. REQUIRED INSURANCE. During the term of this Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers' compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance and annually thereafter, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentation evidence acceptable to the Lead State that (1) names the participating States identified in the Competitive Solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. CLAIMS

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Agreement, even if not attributable to negligence by Contractor or its agents.

14.2. THIRD-PARTY CLAIMS; INDEMNITY. Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all third-party claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any negligent or wrongful act or omission of Contractor or its successors, agents, and subcontractors under this Master Agreement, except to the extent such claims are caused by Enterprise Services or any Purchasers' negligence or wrongful act or omission. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. THIRD- PARTY CLAIMS; INDEMNITY - INTELLECTUAL PROPERTY. Contractor shall defend, indemnify and hold harmless Enterprise Services and any Purchaser, along with their officers and employees, from and against claims, damages or causes of action including reasonable attorney fees and related costs arising out of the claim that Contractor's operations/products or their use, infringes Intellectual Property rights of any person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) Specified by the Contractor to work with the Product; or

(c) Reasonably required, in order to use the product in its intended manner, and in the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system, or method.

(2) The indemnified party shall notify the Contractor within a reasonable time after receiving notice of an intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any intellectual property claim, it shall have no control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14.4. THIRD-PARTY CLAIMS; INDEMNITY: NASPO. Contractor's indemnity obligations set forth above shall extend to an obligation to defend, indemnify, and hold harmless, NASPO and NASPO ValuePoint) to the same extent as Enterprise Services and any Purchaser.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. DEFAULTS AND REMEDIES.

16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Agreement, until such obligations have been fulfilled.

16.2. CONTRACTOR DEFAULT. Each of the following events shall constitute default of this Master Agreement and Participating Addendum by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3. PURCHASING ENTITY DEFAULT. Any Purchasing Entity will be in default of the applicable Participating Addendum or Card User Agreement upon the occurrence of any of the following events (each, a "Purchasing Entity Default"):

(a) any material violation of its obligations set forth in or the applicable security, confidentiality, or intellectual property sections as set forth in the Master Agreement;

(b) any failure to make a payment on any Commercial Cards as set forth in the applicable billing and payment sections;

(c) any material default of any other agreement between U.S. Bank and Purchasing Entity that has not been cured in the time specified in the applicable agreement;

(d) any representations or warranties that fail to be true and correct at any time during the term;

(e) any material violation of any other covenants, conditions, or provisions set forth in the Master Agreement or applicable Participating Addendum or Card User Agreement;

(f) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Purchasing Entity or any guarantor of Purchasing Entity's obligations hereunder (a "Guarantor");

(g) Purchasing Entity's or Guarantor's merger or amalgamation where it is not the surviving entity;

(h) Purchasing Entity's or Guarantor's sale, or transfer of all or substantially all of its assets; or

(i) a Guarantor, if any, revokes its guaranty of Purchasing Entity's Obligations.

16.4. PURCHASING ENTITY CURE PROCESS. Purchasing Entity shall cure any Purchasing Entity Default arising under Section 16.3. (a) within five (5) days after notice of a Purchasing Entity Default. Purchasing Entity shall cure any Purchasing Entity Default arising under Section 16.3. (b), (c), (d) and (e) within thirty (30) days notice of a Purchasing Entity Default. Notwithstanding the foregoing, a Purchasing Entity Default of Section 6.1 of this Exhibit H or a Purchasing Entity Default arising under Sections 16.3(f), (g), (h) or (i) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate this Participating Addendum as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under Section 16.2(a) or (b) within thirty (30) days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under Section 16.2(c).

16.5. CONTRACTOR REMEDIES FOR PURCHASING ENTITY DEFAULT. Upon the occurrence of a Purchasing Entity Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate the Purchasing Entity's Participating Addendum or Card User Agreement, or suspend or cancel any Commercial Cards issued thereunder; (ii) retain and will not be required to pay Purchasing Entity any amounts then due pursuant to the Participating Addendum or Card User Agreement (other than a return of prefunded amounts not applied to outstanding obligations) until such default is cured by Purchasing Entity; and (iii) demand and recover payment of any damage amount directly or indirectly related to any Purchasing Entity Default, including any fees or losses sustained by U.S. Bank, and any reasonable court and legal costs incurred by U.S. Bank to exercise its rights or remedies under this Section 5. If Purchasing Entity violates its obligations under Section 7 of *Exhibit G - Commercial Card Requirements* to the Master Agreement (Security; Confidentiality and Intellectual Property), in the addition to the foregoing, U.S. Bank is entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank's remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Participating State's obligations as set forth in Section 7 of *Exhibit G - Commercial Card Requirements* to the Master Agreement (Security; Confidentiality and Intellectual Property) and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Purchasing Entity Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Purchasing Entity Default or prevent U.S. Bank from taking action on such Purchasing Entity Default or any other Purchasing Entity Default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in *Exhibit D – Establishing a Card User Agreement* to the Master Agreement (including requiring prefunding) are independent rights and are not dependent upon the existence of a Purchasing Entity Default.

16.6. ENTERPRISE SERVICES REMEDIES FOR CONTRACTOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law subject to Section 16.4 of this Master Agreement.

16.7. PURCHASING ENTITY REMEDIES FOR CONTRACTOR DEFAULT. Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Purchasing Entity may: (i) immediately terminate their Participating Addendum or Card User Agreement, as applicable; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. If U.S. Bank violates its obligations under Section 7 of *Exhibit G - Commercial Card Requirements* to the Master Agreement (Security; Confidentiality and Intellectual Property), in the addition to the foregoing, Purchasing Entity is entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because Purchasing Entity's remedies at law may be inadequate

to protect Purchasing Entity against immediate and irreparable harm caused by any actual breach of U.S. Bank's obligations as set forth in Section 7 of *Exhibit G - Commercial Card Requirements* to the Master Agreement (Security; Confidentiality and Intellectual Property), and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of Purchasing Entity to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Purchasing Entity, shall not constitute a waiver of such U.S. Bank Default or prevent Purchasing Entity from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future. For the avoidance of doubt, only the Participating State shall have the ability to terminate the Participating Addendum as set forth under this Section.

16.8. CUMULATIVE REMEDIES. Except as expressly provided elsewhere in the Master Agreement and Participating Addendum, each party's rights and remedies under the Master Agreement and Participating Addendum are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for consequential, special, indirect, exemplary or punitive damages (including lost profits, even if such party had been notified of the potential for such damages).

16.10. ENTERPRISE SERVICES GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchasing Entity or Purchasing Entity from payment for purchases on account as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchasing Entity or Purchasing Entity shall have any obligation or liability to Contractor.

(b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Agreement; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchasing Entity or Purchasing Entity from payment for purchases on account as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchasing Entity or Purchasing Entity shall have any obligation or liability to Contractor.

16.11. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or

termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.12. AGREEMENT TERM. During the term, neither U.S. Bank nor Purchasing Entity may terminate the applicable Participating Addendum or Card User Agreement, except by mutual consent or as otherwise provided in the Master Agreement or applicable Participating Addendum.

16.13. PARTICIPATING ADDENDUM OR CARD USER AGREEMENT TERMINATION BY CONTRACTOR. In addition to any rights arising under this Master Agreement, U.S. Bank may terminate the applicable Participating Addendum or Card User Agreement (i) upon thirty (30) days' prior written notice to Purchasing Entity, if there has been no material activity on Commercial Cards for any twelve (12) consecutive month period; or (ii) at any time upon one-hundred and twenty (120) days' prior written notice.

16.14. PARTICIPATING ADDENDUM OR CARD USER AGREEMENT TERMINATION BY PURCHASING ENTITY. In addition to any rights arising under this Master Agreement, Purchasing Entity may terminate the applicable Participating Addendum or Card User Agreement (i) at any time upon sixty (60) days' prior written notice; provided, however, that Purchasing Entity remains liable for any Obligations incurred prior to the effective date of termination; or (ii) upon thirty (30) days' prior written notice in the event Purchasing Entity fails to appropriate or allocate sufficient funds to perform under the Agreement; provided, however, that Purchasing Entity remains liable for all Obligations incurred prior to the effective date of termination. For the avoidance of doubt, only the Participating State shall have the ability to terminate the applicable Participating Addendum as set forth in this Section.

16.15. REGULATORY SUSPENSION AND TERMINATION BY CONTRACTOR. U.S. Bank may immediately, (i) suspend or cancel any Commercial Card if U.S. Bank is unable to verify the identity of the Cardholder or owner of the Commercial Card based on the Identification Information submitted to U.S. Bank, or if U.S. Bank is unable to verify that providing services to a Cardholder or Purchasing Entity does not pose a risk to U.S. Bank of violating any applicable law, statute, or regulation; and (ii) terminate the applicable Participating Addendum or Card User Agreement if U.S. Bank, in its sole discretion, determines the provision of any of the services under the applicable Participating Addendum or Card User Agreement is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

16.16. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. GENERAL PROVISIONS.

17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Agreement.

17.2. FORCE MAJEURE.

(a) Except for any duty arising under their Participating Addendum or Card User Agreement to make payments, neither Purchasing Entity or Contractor is responsible for delays or failures in performance resulting from acts of God, acts of civil or military

authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event will (i) implement its applicable disaster recovery plan to the extent appropriate and practicable; (ii) give the other party written notice within three (3) business days to the other specifying such force majeure event and their detailed plan to resume normal operations of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance, until performance has re-commenced in accordance with this Participating Addendum.

(b) Either party may terminate the Participating Addendum, upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations, as a direct result of a force majeure event, for more than thirty (30) consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.

17.3. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under the Participating Addendum, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada and U.S. Bank's policies related thereto. U.S. Bank may require Identification Information for Purchasing Entity, and any authorized signers, beneficial owners, Cardholders or directors of Purchasing Entity. Purchasing Entity shall promptly provide any such required Identification Information to U.S. Bank.

Purchasing Entity shall comply with, and shall cause its Cardholders to comply with the following regulations and terms and conditions to the extent applicable to the Commercial Card program or the products and services provided pursuant to the Participating Addendum:

(a) CLEARING HOUSE OPERATING REGULATIONS. Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules, Guidelines of the Canadian Payments Association (Payments Canada) operating rules and guidelines, or any related or successor operating rules;

(b) NETWORK OPERATING REGULATIONS. Network operating rules and regulations; and

(c) END USER AGREEMENTS. Each Cardholder may receive and must agree to any and all applicable Cardholder Agreement, Cardholder Agreement, Privacy Agreement, or End User License Agreement that governs the use of a Commercial Card (collectively, the "End User Agreements"). U.S. Bank may amend the End User Agreements from time to time without notice to the Cardholder. U.S. Bank will provide Cardholders with notice of any material change to the End User Agreements.

17.4. INTEGRATED AGREEMENT. This Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement or any Participating Addendum may not be amended or modified except in writing and signed by a duly authorized representative of each party.

17.6. AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it. The relationship between the parties is that of independent contractors. Nothing contained in the Master Agreement or Participating Addendum creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

17.8. ASSIGNMENT. Contractor may not assign its rights under this Master Agreement or any Participating Addendum without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Agreement, Participating Addendum, or any Card User Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Agreement notwithstanding any prior assignment of its rights. For the purposes of this Section, the following shall not be considered an assignment, transfer or delegation and, in no event, require Enterprise Services' or a Purchasing Entity's approval or notice: (a) U.S. Bank's going from a publicly held corporation to a privately held corporation; (b) any public offering of U.S. Bank's stock; or (c) any change in ownership of U.S. Bank's stock.

Purchasing Entity shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Participating Addendum without U.S. Bank's prior written approval at its sole discretion. For the purposes of this provision, "transfer" refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Purchasing Entity. To the fullest extent not prohibited by applicable law, Participating State will notify U.S. Bank in advance of any material change (and if prohibited, within fifteen (15)days after such change) to any information provided to U.S. Bank at any time concerning Purchasing Entity's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Participating State shall promptly provide any information requested by U.S. Bank associated with the request for approval.

17.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or

cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Purchasing Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Purchasing Entity's state.

17.11. SEVERABILITY. If any provision of this Master Agreement or any Participating Addendum is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of the Master Agreement or Participating Addendum, and to this end, the provisions of the Master Agreement or Participating Addendum are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement or the Participating Addendum.

17.12. WAIVER. Failure of U.S. Bank, a Participating State, or a Purchasing Entity to insist upon the strict performance of any of the terms and conditions of the Master Agreement and Participating Addendum , or failure to exercise any rights or remedies provided therein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement or any Participating Addendum, nor shall any purported oral modification or rescission of this Master Agreement or any Participating Addendum by either U.S. Bank, a Participating State, or a Purchasing Entity operate as a waiver of any of the terms hereof. No waiver by U.S. Bank, a Participating State, or a Purchasing Entity of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement and any Participating Addendum and Card User Agreement, and any other terms that expressly or by implication are intended to survive the termination of the Master Agreement or Participating Addendum, shall survive and remain in effect following the expiration or termination, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Purchasing Entity or Purchasing Entity's State.

17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or

action concerning this Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

17.16. SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum, or any act of the lead State, a Purchasing Entity, or Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extend Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Agreement and the Participating ADDENDUM shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party and its counsel has reviewed and revised this Master Agreement and Participating Addendum and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Agreement and Participating Addendum. Each term and provision of this Master Agreement and Participating Addendum to be performed by either party shall be construed to be both a covenant and a condition.

17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.

17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.

17.21. CAPTIONS & HEADINGS. The captions and headings in this Master Agreement and Participating Addendum are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement or Participating Addendum nor the meaning of any provisions hereof.

17.22. NO THIRD-PARTY BENEFICIARIES OR CLAIMS. Except as stated in the Master Agreement or any Participating Addendum, with reference to any successors or assigns, any services provided pursuant to the Participating Addendum are for the sole and exclusive benefit of Participating State. No provision of the Participating Addendum is intended to be a third-party beneficiary contract or to create or vest any third-party beneficiary rights, interests, or privileges in favor of any entity other than U.S. Bank and its affiliates and Participating State.

17.23. SET-OFF. U.S. Bank may set-off any amounts Purchasing Entity owes to U.S. Bank, pursuant to the applicable Participating Addendum or Card User Agreement, against any amounts due to Purchasing Entity by U.S. Bank (not to include any fraud or valid disputed transactions) pursuant to the applicable Participating Addendum or Card User Agreement.

17.24. DELEGATION. To the extent necessary to provide the Commercial Card program, U.S. Bank may delegate its duties herein to one or more third parties without Purchasing Entity's consent or approval, so long as U.S. Bank remains responsible and liable for the conduct of and payment to any such third parties.

17.25. WAIVER OF JURY TRIAL. Participating State and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Participating Addendum.

17.26. ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.

17.27. COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: E-SIGNED by Corinna Cooper on 2020-11-12 22:22:57 GMT

Name: Corinna Cooper

Its: Statewide Enterprise Procurement Manager

U.S. BANK NATIONAL ASSOCIATION,
A DELAWARE CORPORATION

By: E-SIGNED by Brad Hoffelt on 2020-11-12 15:29:56 GMT

Name: Brad Hoffelt

Its: Senior Vice President

EXHIBIT A

COMMERCIAL CARD PRODUCTS

This Exhibit outlines the Commercial Card products available under the Master Agreement.

CARD TYPES - VISA		
Payment Solution	**Liability Offered**	**Billing Option**
Declining Balance Card/ Managed Spend Card	Commercial Liability	Corporate Bill/Corporate Pay Central Billed Accounts (CBA)
Emergency Card	Commercial Liability	Corporate Bill/Corporate Pay
One Card/Integrated Cards	Commercial Liability	Corporate Bill/Corporate Pay Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay Central Billed Accounts (CBA)
Purchase Card	Commercial Liability	Corporate Bill/Corporate Pay Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay Central Billed Accounts (CBA)
Travel Card	Commercial Liability	Corporate Bill/Corporate Pay Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay Central Billed Accounts (CBA)
Travel Card	Individual Liability Joint & Several Liability	Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay
Electronic Payable/Single Use Accounts/Virtual Card	Commercial Liability	Corporate Bill/Corporate Pay
SUPPLEMENTAL SOLUTIONS		
Payment Solution	**Liability Offered**	**Billing Option**
Ghost Cards (Available on all card types)	Commercial Liability	Corporate Bill/Corporate Pay
Event Planner Card	Commercial Liability	Corporate Bill/Corporate Pay Central Billed Accounts (CBA)
Travel Virtual Pay	Commercial Liability	Corporate Bill/Corporate Pay

1. **DECLINING BALANCE CARD/MANAGED SPEND CARD.** The U.S. Bank Declining Balance Card/Managed Spend Card is an efficient way to manage outlying expenses. The U.S. Bank managed spend card is a flexible payment tool that can support a variety of budgetary requirements. Similar to traditional purchasing or travel card programs, managers can customize controls (i.e., cash guidelines and merchant category code blocking) while setting firm credit limits and/or fund expiration dates.

2. **EMERGENCY CARD.** U.S. Bank's Emergency Card offer seamless integration so the Participating State or Purchasing Entity can focus attention on maintaining operations and pursuing the restoration of services. This program is designed to assist employees in facilitating their recovery efforts during hurricanes, floods, fires, power outages and other crises. Spending limits and controls are pre-set to

match policies for the Participating States and Purchasing Entities, as well as the individual payment needs of employees. We recognize that in most cases emergency response cards may remain inactive for a long period. As an added feature, U.S. Bank emergency response cards will not purge from the system because of inactivity to ensure Participating States and Purchasing Entities have access when an emergency arises.

3. **ONE CARD/INTEGRATED CARDS.** The U.S. Bank One Card program unites the power of the U.S. Bank Purchasing Card and U.S. Bank Corporate Travel Card. Increase efficiencies, improve controls and provide employees with the convenience they are looking for. The One Card/Integrated Card program allows participants to manage travel and procurement transactions with one process, one staff, and one bill. Additional features include:

    - Current accounting system integration
    - Automatic travel insurance and emergency Travel services
    - Definable individual credit limits
    - Enhanced data capabilities

4. **PURCHASE CARD.** The U.S. Bank Purchasing Card streamlines the purchasing process and empowers individual supply chain management strategies. By using U.S. Bank purchase cards to place orders, the costs associated with processing requisitions, purchase orders and check requests are dramatically reduced. The program simplifies and enhances all aspects of the purchasing process, including policy compliance, vendor negotiations, transaction monitoring, security, reporting and payment. Additional features include:

    - Worldwide acceptance
    - Comprehensive spend reporting
    - Financial systems integration
    - Transaction and spend limits
    - Enhanced data capabilities
    - Tax and compliance management tools

5. **CORPORATE TRAVEL CARD.** The U.S. Bank Corporate Travel Card is a comprehensive, simplified way to monitor and control corporate travel and entertainment (T&E) expenses. Because the program is flexible and widely accepted, it can be easily tailored to meet the specific needs of the organization. The corporate travel card offers extensive reporting functions that can yield valuable information to help monitor T&E spending as well as aid with vendor negotiations. U.S. Bank corporate travel card also includes:

    - Comprehensive travel benefits
    - Flexible billing and CTS capability
    - Worldwide acceptance and access to global cash advance systems
    - Electronic expense reporting integration
    - 24/7/365 customer service support
    - Effective VAT reclaim solutions

    The corporate travel card comes with the following liability options listed below. It should be noted, in U.S. Bank's current agreement with the State, Individual Liability is referred to as Joint and Several Liability and Contingent Liability.

    - **Commercial Liability—**The Participating State or Purchasing Entity is solely liable to U.S. Bank for payment of all charges.
    - **Individual Liability**—The Cardholder is solely liable for payment of all charges on their account. The Participating State or Purchasing Entity agrees to reimburse the Cardholder or to pay U.S. Bank directly for legitimate business expenses charged to the account.
    - **Joint & Several Liability**— The Participating State or Purchasing Entity and

individual Cardholders are responsible for payment of all charges incurred on their accounts. However, if a Cardholder does not pay according to the payment terms, the Participating State or Purchasing Entity is responsible for payment of all charges.

6. **ELECTRONIC PAYABLE/SINGLE USE ACCOUNTS/VIRTUAL CARD.** The U.S. Bank Virtual Pay (Electronic Payable/Single-Use Accounts/Virtual Card) functionality is a natural progression of Purchase Card/One Card/Travel Card solutions. By replacing checks and paper- based processes with virtual accounts, Virtual Pay streamlines payments to provide cost-saving solutions. At no cost to NASPO participants, Virtual Pay provides tools, resources, flexibility and a dedicated Supplier Enrollment team to help Participating States and Purchasing Entities reduce payment costs, increase efficiencies and generate rebate revenue. Virtual Pay cardless account numbers can be set to a specific supplier, date range and payment amount. Payments are processed only after the Participating State or Purchasing Entity approves them, providing complete control over the accounts payable process. Virtual Pay is also offered for T&E programs and provides several payment options, including:

    - **Pre-Authorized Limits**—Under this option, we dynamically raise credit limits on supplier-dedicated accounts from zero to the approved amount.
    - **Single-Use Accounts**—This option assigns unique account numbers (Single-Use Accounts) to each approved payment transaction. In addition, Single-Use Accounts simplify reconciliation through the one-to-one relationship of the account number to the posted transaction.
    - **Precise Pay**—The Precise Pay functionality within U.S. Bank Virtual Pay drives greater control and auto reconciliation by controlling the payment amount that may be authorized from suppliers on Single-Use Accounts down to the penny.
    - **Mobile On-Demand Single-Use Accounts**—U.S. Bank was the first bank with virtual cards rendered in a mobile app. Users can request single-use virtual card accounts and have them delivered to their mobile devices to make payments.
    - **Straight-Through Processing**—The payment is automatically processed for the supplier with the payment being deposited into their merchant account.

7. **GHOST CARD.** The Ghost Card is an extension of the U.S. Bank Purchase Card, One Card and Corporate Travel Card solutions. Program Administrators may establish cardless accounts within any payment solution category for the purpose of strategic purchasing. Examples include department cards, supplier cards, AP cards, event planning, emergency cards, etc.

8. **EVENT PLANNER CARD.** The U.S. Bank Event Planner Card allows select individuals the authority to make high limit and non- traditional purchases. This account, created in response to client demand, allows event planning staff the purchasing flexibility they need without forfeiting the convenience, reporting benefits and rebate potential associated with the commercial card program.

9. **TRAVEL VIRTUAL PAY.** Travel Virtual Pay integrates virtual payment technology with the travel booking process, applying a unique virtual account number to every booking to facilitate automated matching of booking data with associated financial transactions. Travel Virtual Pay single-use account numbers can be set to specific criteria to match the booking authorization, enhancing control over travel expenses.

Exhibit B

REBATE/INCENTIVE SHARE

This Exhibit outlines the Rebate/Incentive Share components under the Master Agreement.

INCENTIVE SHARE COMPONENTS/PAYMENTS

1. **REBATE/INCENTIVE SHARE #1 – STANDARD VOLUME INCENTIVE.** Each Purchasing Entity will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

   (Quarterly Total Volume – Quarterly Non-Standard Volume) x basis points = Quarterly Standard Volume Incentive.

   Basis Points: 135

2. **REBATE/INCENTIVE SHARE #2 – NON-STANDARD VOLUME INCENTIVE.** Each Purchasing Entity will receive a basis point (percentage) of their quarterly non-standard sales volume. Non-Standard sales volume includes Large Ticket (LT) and Merchant Negotiated Interchange (MNI) Transactions. The formula for calculating the Non-Standard Volume Incentive is:

   (Large Ticket Quarterly Volume x Large Ticket basis points) + (Merchant Negotiated Interchange Quarterly Volume x Merchant Negotiated Interchange basis points) = Quarterly Non-Standard Volume Incentive.

   Large Ticket Purchases Basis Points: 135
   Merchant Negotiated Interchange Basis Points: 135

3. **REBATE/INCENTIVE SHARE #3 – PROMPT PAYMENT INCENTIVE**. Each Purchasing Entity will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

   Quarterly Total Volume x Basis Points for Entity Average Client-held Days = Quarterly Prompt Payment Incentive.

   U.S. Bank will calculate the "average Client-held Days" by dividing the sum of daily balances during each Quarter by the Quarterly Total Volume (plus cash-advances), subtracting 15 from the result, and rounding up to the next whole number.

   Note: The payment terms for the Master Agreement is forty-five (45) days.

Basis Points Offered:

Avg Client-held Days	Basis Points	Avg Client-held Days	Basis Points	Avg Client-held Days	Basis Points
1	44.0	16	29.0	31	14.0
2	43.0	17	28.0	32	13.0
3	42.0	18	27.0	33	12.0
4	41.0	19	26.0	34	11.0
5	40.0	20	25.0	35	10.0
6	39.0	21	24.0	36	9.0
7	38.0	22	23.0	37	8.0
8	37.0	23	22.0	38	7.0
9	36.0	24	21.0	39	6.0
10	35.0	25	20.0	40	5.0
11	34.0	26	19.0	41	4.0
12	33.0	27	18.0	42	3.0
13	32.0	28	17.0	43	2.0
14	31.0	29	16.0	44	1.0
15	30.0	30	15.0	45	0.0

4. **INCENTIVE SHARE #4 – NATIONAL ANNUAL VOLUME INCENTIVE.** Each Participating State will receive an incentive based on their contribution to the National Annual Volume (total annual sales for all Participating States/Purchasing Entities). The Basis Point rate is determined by the National Annual Volume (total annual sales for all Participating States/Purchasing Entities). The formula for calculating the National Annual Volume Incentive is:

   Annual Volume X basis points = National Annual Volume Incentive.

   Basis Points Offered:

National Annual Volume	Basis Points
$500,000,000 – $2,000,000,000	34.75
$2,000,000,001– $3,000,000,000	34.75
$3,000,000,001– $4,000,000,000	34.75
$4,000,000,001– $5,000,000,000	34.75
$5,000,000,001+	34.75

5. **CONDITIONS.** To be eligible for and to retain a Rebate/Incentive Share, the Participating State and applicable Purchasing Entity must (i) have a Participating Addendum or Card User Agreement in effect at the end of the quarter in which a Rebate/Incentive Share is earned, and (ii) neither the Participating State nor the Purchasing Entity (if applicable) shall be subject to an uncured default at the time the Rebate/Incentive Share payment is due for such quarter. If the Participating State or Purchasing Entity fails to satisfy the conditions of this section at the time of the scheduled Rebate/Incentive Share payment, U.S. Bank will not be required to pay the Participating State or Purchasing Entity a Rebate/Incentive Share payment for such quarter. If the Purchasing Entity's final Rebate/Incentive Share is a negative amount, the Purchasing Entity shall reimburse U.S. Bank up to the amount of Rebate/Incentive Share U.S. Bank has previously paid to the Purchasing Entity.

6. **REBATE/INCENTIVE SHARE PAYMENT.** U.S. Bank will pay each Purchasing Entity's Rebate/Incentive Share payments within sixty (60) days after the completion of the applicable quarter, except in the case of the National Annual Volume Incentive, which shall be paid within sixty (60) days after the completion of the calendar year. The final Rebate/Incentive Share payment to a Purchasing Entity will be made after the Purchasing Entity satisfies all Obligations and provides written instructions to U.S. Bank to close all Commercial Card accounts. U.S. Bank may retain and will not be required to pay a Rebate/Incentive Share payment to a Purchasing Entity if such payment is less than $75.00. U.S. Bank will not carry forward any Rebate/Incentive Share payments less than $75.00.

   Payment can be made via account credit, mailed check, ACH or EFT payment (via standard or non-standard format) as determined in the applicable Participating Addendum.

7. **PRIOR PARTICIPATING ADDENDUM.** If a Participating State has executed a Participating Addendum to the Commercial Card Solution, Washington State Contract #00612 Category 1 (as amended, supplemented or otherwise modified from time to time, the "**Prior NASPO Bankcard Agreement**"), any Purchasing Entities participating under the Prior NASPO Bankcard Agreement will continue to have an opportunity to earn a rebate pursuant to the terms and conditions of the Prior NASPO Bankcard Agreement for the Quarter preceding the first Quarter under an applicable Participating Addendum, and the Prior NASPO Bankcard Agreement will terminate on the first day of the first Quarter under a Participating Addendum.

Exhibit C

INSURANCE REQUIREMENTS

1. INSURANCE OBLIGATION. During the Term of this Master Agreement, Contractor shall maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Agreement.

b. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) included coverage for all owned, hired, and non-owned vehicles. The combined limit per occurrence shall not be less than $1,000,000.

c. WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP). Contractor shall comply with applicable Workers' Compensation or Industrial Accident Insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of $1,000,000 per accident.

d. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional Liability insurance in the amount of not less than $4,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of negligent acts, errors, and omissions related to this Master Agreement.

e. CRIME INSURANCE/EMPLOYEE DISHONESTY. Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverage for State of Washington and/or purchaser owned property in the care, custody, and control of Contractor, including computer fraud. Coverage limits shall not be less than $2,000,000.

f. CYBER RISK LIABILITY INSURANCE. Cyber Risk Insurance limits are $4,000,000 annual aggregate.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability policies required by this Master Agreement.

2. INSURANCE CARRIER RATING. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. The Commercial General Liability insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All certificates of insurance shall include the Master Agreement number stated on the cover of this Master Agreement.

5. **PRIMARY COVERAGE**. Contractor's General Liability and Automobile Liability insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. The General Liability and Automobile Liability insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the General Liability and Automobile Liability insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation of General liability, Automobile Liability or Workers Compensation insurance coverage, without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Agreement number stated on the cover of this Master Agreement.

Exhibit D

ESTABLISHING A CARD USER AGREEMENT

This Exhibit explains the process and documentation for establishing an account for an individual Purchasing Entity. Participating States may edit this process via the Participating Addendum.

1. **NEW ACCOUNT SETUP.** U.S. Bank has a designated sales team that processes all NASPO ValuePoint applications, ensuring knowledgeable support during the contracts and credit qualification process. U.S. Bank's sales team is available from 8:00 a.m. to 5:00 p.m., local time, to respond to questions about the program features, benefits, systems, processes, and can even assist them in filling out the application and required documentation if questions arise.

   Any new Participating State or Purchasing Entity joining the program would go through U.S. Bank's tailored implementation approach. We will host an initial kick off meeting with the State or Purchasing Entity to further understand the program as well as discuss goals, objectives and needs. U.S. Bank will deliver a detailed project plan and initial timeline and regular project meetings will be established. Throughout the process, the Implementation Team provides guidance regarding the available features and functionality for the Participating State or Purchasing Entity's program. Testing will be conducted to validate program requirements, connectivity and files prior to going live. After successful testing and a go-live decision, cards will be issued and files will move into production. When the implementation project closes, the State's Relationship Manager will schedule regular account review meetings to discuss program performance, additional training opportunities, spend and rebate statistics, trend analyses, potential for program growth and measurement of any additional program goals. Additionally, a designated Account Coordinator is available for daily servicing and support.

   Existing Participating States or Purchasing Entities who desire to add a new product or program (such as Virtual Pay) will follow the same implementation strategy defined above. Program Administrators who simply want to add a new Managing Account to their existing program can reach out to their designated Account Coordinator for assistance.

2. **CREDIT CHECKS FOR NEW PARTICIPATING STATE OR PURCHASING ENTITY.** For an existing Participating State (Washington, California, Oregon, etc.) U.S. Bank does not perform credit checks on State Agency Purchasing Entities prior to adding accounts for this program, because the overall Participating State is already credit qualified. If a Local Government Purchasing Entity were to join within an existing Participating State, they will go through U.S. Bank's standard credit qualification process.

   For new Participating States who might join in 2021 or later (Colorado, South Dakota, etc.), the Participating State would go through U.S. Bank's standard credit qualification process. U.S. Bank would require three (3) years of audited financial statements on or before one hundred eighty (180) days after the end of the fiscal year. If satisfactory financial information can be found on the website of the entity, U.S. Bank will not require this information be provided. Upon execution of the contract, and upon completion of the credit review, and All Contingencies Satisfied (ACS) status would be issued. If a Local Government Purchasing Entity were to join within an existing Participating State, they will also go through U.S. Bank's standard credit qualification process. It should be noted; U.S. Bank will obtain a credit score on Individual Liability Cardholders after their first use date. These credit

scores are obtained with a soft credit check, and do not affect any scoring models. The only time we would not setup an account is if the Cardholder had a previous charge-off with U.S. Bank Corporate Payment Systems with a current balance. A Purchasing Entity must provide Identification Information for any Cardholder with Individual Liability. Prior to providing Identification Information of any Cardholder with Individual Liability, Purchasing Entity shall obtain consent from the applicable Cardholder to release that Cardholder's Identification Information to U.S. Bank for the purpose of obtaining a credit report.

Existing Purchasing Entities shall provide its fiscal year-end financial statements as soon as available, but not later than one hundred eighty (180) days following the end of Purchasing Entity's fiscal year if such fiscal year-end financial statements are otherwise publicly unavailable. Any Purchasing Entity shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Purchasing Entity, including reviews or audits of fiscal year-end financials performed by certified public accountants and Purchasing Entity prepared quarterly financial statements.

U.S. Bank, at its sole discretion and without prior notice, may revise any credit limits or controls associated with the Commercial Card program. U.S. Bank will endeavor to provide notice to Purchasing Entity of any decrease in a credit limit. In the event a Purchasing Entity's credit limit is decreased, Purchasing Entity shall make a payment to U.S. Bank, within forty-five (45) days of such notice, sufficient to reduce the Obligations to an amount equal to or less than the revised credit limit.

3. CREDIT CHECKS FOR CARD TYPES

- Declining Balance Card/Managed Spend Card – No credit check required
- Emergency Card – No credit check required
- One Card/Integrated Cards – No credit check required
- Purchase Card – No credit check required
- Travel Card – Credit check required on individual liability accounts
- Electronic Payable/Single Use Accounts/Virtual Card – No credit check required
- Ghost Card – No credit check required
- Event Planner – No credit check required
- Travel Virtual Pay – No credit check required

4. ADDING CARDS TO EXISTING ACCOUNT. For existing Participating States and Purchasing Entities, U.S. Bank offers a number of options for adding cards to an existing account. Many of these options can be accomplished through U.S. Bank's electronic application, Access Online.

5. ACCOUNT SETUP WORKFLOW. Program Administrators can set up and maintain new Cardholder accounts using Access Online. The setup procedure requires Program Administrators to enter data about the Cardholder, including:

- Demographics
- Account information
- Authorization limits
- Merchant Category Code (MCC) blocking
- Velocity limits

As an optional feature, the final review function allows a designated Program Administrator to review and approve the completed setup before submitting it to U.S. Bank for processing. Participating States and Purchasing Entities can also modify the information after the Cardholder account is established.

6. **CARDHOLDER-INITIATED ACCOUNT SETUP**. Participating States and Purchasing Entities may choose to use the Cardholder-initiated account setup process. Cardholders are sent an email that takes them to Access Online to populate their demographic information into the application. The Participating State or Purchasing Entity can choose to have the application then routed to the Cardholder's manager for approval, after which it will be routed to the Program Administrator to complete the setup (e.g., placing the Cardholder in the appropriate hierarchy and assigning limits). Stakeholders are notified of steps taken throughout the process.

   As an optional functionality, the State or Purchasing Entity can choose to utilize an approval process where one designated Program Administrator starts the online application process and another designated approving Program Administrators processes the final review.

7. **BULK ACCOUNT SETUP.** The bulk account setup function via Access Online provides the ability to upload account setup requests for processing through a batch file. Program Administrators can establish a secure connection via Managed File Services (MFS) and upload a batch file request for multiple accounts.
   - Automated file validation is completed before processing the request
   - Automated processing validation error/success notification is sent to the State
   - Reporting is provided via email to communicate the status of account creation and any issues processing files

   The bulk account setup function is available with a secure connection via Managed File Services. The Participating State or Purchasing Entity will follow the batch file format specification requirement document (provided during the MFS setup process), which requires the submission in a CSV file format.

8. **VALUE ADD ENHANCEMENT – HR INTEGRATION.** The Contractor offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on their internal systems, reducing the time and effort required to manually update Cardholders within U.S. Bank tools. Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs, and customer card program management systems.

   The functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover. Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid values), credit limits and MCC changes.

9. **ADDITIONAL OPTIONS.** In addition to the options above, Program Administrators can submit an application via fax or email to their Account Coordinator team or upload account setup requests in Access Online for processing through a batch file.

10. ENHANCEMENTS. As a part of U.S. Bank's goal to continue evolving and helping customers maximize their commercial card programs, we have offered specific enhancements within Access Online to allow organizations in this program to improve their processes. For example, a State client was looking for the ability to attach internal documents for approval of the Cardholder as a way of improving their transaction management process. We worked with the State and were able to supply this functionality.

Exhibit E

SUPPLEMENTAL SERVICES AND FEES

This exhibit describes supplemental services to accompany the Commercial Card Products covered by the Master Agreement. Except with respect to the Foreign Transaction Fee, (i) services and/or fees can be excluded from a Participating Addendum at the Participating State's sole discretion; and (ii) at no point will acceptance or implementation of the supplemental services be a condition of executing a Participating Addendum.

SUPPLEMENTAL SERVICES

1. **Service Title:** Cash Advances

   Service Description: U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. Each Purchasing Entity will decide if they want to use Cash Advance functionality.

   Cards Supported: Travel Card, One Card

   Associated Fee: 2.00% (Minimum $2.00)

2. **Service Title:** Annual Card Fee

   Service Description: Annual service fee applied to individual card account

   Cards Supported: Purchase Card, Travel Card, One Card

   Associated Fee: $0.00

3. **Service Title:** Logo Embossing Fee

   Service Description: The Purchasing Entity can elect to hot stamp their logo onto a standard U.S. Bank card Plastic.

   Cards Supported: Purchase Card, Travel Card, One Card

   Associated Fee: $0.00 (two-week delay may occur with Card Issuance and Implementation)

4. **Service Title:** Travel Accident Insurance

   Service Description: Up to $500,000 coverage for accidental injury that is the sole cause of loss of life, limb, sight, speech, or hearing while riding as a passenger in, entering or exiting any common carrier.

   Cards Supported: Travel Card, Purchase Card, One Card, Central Billed Accounts, Virtual Pay

   Associated Fee: $0.00

5. **Service Title:** Auto Rental Insurance

Service Description: Auto Rental Collision Damage Waiver covers theft and damage up to the actual cash value of the vehicle. Coverage is primary.

Cards Supported: Travel Card, One Card

Associated Fee: $0.00

6. **Service Title:** Visa Liability Insurance

   Service Description: Up to $100,000/cardholder coverage against eligible losses that might be incurred through card misuse by a client's terminated eligible cardholder. In the event that an eligible cardholder misuses their commercial card privileges, Visa Liability waives eligible charges.

   Cards Supported: Purchase Card, Travel Card, One Card

   Associated Fee: $0.00

7. **Service Title:** Lost Luggage Insurance

   Service Description: Up to $1,250 reimbursement for lost or damaged luggage, checked or carried, if the common carrier's payment for the loss or damage is less than the traveler's claim. The passenger's claim must be submitted and paid by the common carrier before this coverage applies.

   Cards Supported: Travel Card, One Card

   Associated Fee: $0.00

8. **Service Title:** Overnight Delivery Fee

   Service Description: Delivery of cards overnight when requested by the Purchasing Entity.

   Cards Supported: Travel Card, Purchase Card, One Card

   Associated Fee: $0.00

9. **Service Title:** Foreign Transaction Fee

   Service Description: A charge applied to purchase made in foreign countries (outside the United States).

   Cards Supported: Travel Card, Purchase Card, One Card, Central Billed Accounts, Virtual Pay

   Associated Fee: 1.00%

Exhibit F

DEFINITIONS

This exhibit provides definitions of terms used throughout this Master Agreement, exhibits, and Participating Addendums.

Account Coordinator: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Annual Volume: Total Standard Volume and Non-Standard Volume of all Purchasing Entities within a Participating State for all Commercial Card Products in a calendar year.

ASC X12: Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange (EDI) standards. Also known as ANSI ASC X12.

Associations: Group of card-issuing banks or organizations that set common transaction terms for merchants, issuers, and acquirers. Some major associations are Visa, MasterCard American Express and Discover. Also referred to as Network.

Authorized User/User: Representative of Purchasing Entity that leverages a Commercial Card, manages Commercial Cards, and/or accesses the online system

Automated Clearing House (ACH): Central distribution point for transferring funds electronically for participating depository financial institutions. Transactions are accumulated and sorted by destination for transmission during a predetermined period. It includes small dollar payments in large transaction volume.

Bank Overrides: A transaction that has been pushed through by the Contractor.

Basis Points: Unit of measure for incentive share/rebate rates. One basis point is equal to 1/100th of 1% or 0.01% or 0.0001.

Billing Cycle: A specific recurring time period between the time statements of account/invoices are processed.

Card Issuer: Financial institution issuing a Commercial Card or account. Also referred to as a card issuer, card provider or bank.

Card User Agreement: Agreement between the Purchasing Entity and awarded Contractor verifying credit availability, account information, and agreeing to the terms and conditions of the Master Agreement and Participating Addendum.

Cardholder: An employee, contractor, or representative of a Purchasing Entity to whom a Commercial Card is issued for making designated business purchases/payments on behalf of his or her organization.

Card-less Accounts/Ghost Cards: Accounts that have no plastic card issued, only an account number to which the acquisition of goods and services are charged.

Centrally Billed Account: Card accounts are billed to the Purchasing Entity or program within a Purchasing Entity. CBA accounts are paid directly by the Purchasing Entity.

Charge: Any Transaction posted to a Commercial Card account that has a debit value.

Client-held Days: Number of days from the billing cycle date to the date payment is received.

Commercial Card: Generic term for any card product issued under this Master Agreement used by organizations for making payments for various goods, services and business expenses.

Commercial Card Products: Commercial Cards issued under this Master Agreement.

Contractor: The entity/entities awarded a Master Agreement and/or Participating Addendum(s) as a result of the evaluation of the bids received in response to a solicitation.

Corporate Liability: Purchasing Entity is liable for all card transactions and fees.

Declined Transaction: Transaction where authorization has been refused by the card issuer's transaction authorization system.

Duplicate Transaction: a transaction that has been processed twice for the same purchase.

Department: Functional business unit of an organization such as purchasing, accounting, human resources, etc.

Department Card: Card issued to a department rather than a specific cardholder.

Declining Balance/Managed Spend Card: Specialized Purchase Card with a pre-set spend limit and expiration date that is typically non-replenishing. Also referred to as a Controlled Value Card.

Electronic Payables: A form of electronic payment, utilizing the card infrastructure, managed centrally within an organization, typically by accounts payable. Also known as electronic accounts payable (EAP), automated payables, e-payables, Virtual Payment Cards, push payments, straight through payments 9STP), buyer-initiated payments (BIP), supplier/vendor card, single-use accounts and electronic invoice presentment and payment (EIPP). Each provider has a proprietary name for its solution; functionality and processes vary for each.

Eligible Purchaser: A Purchasing Entity authorized pursuant to the execution of a Participating Addendum.

Emergency Card: A type of Commercial Card that is always open, active and ready for use. Usually equipped with high or no credit limits and are used in emergency response situations.

Entity Program Administrator(s): A common role responsible for various administrative tasks (i.e., ongoing operations) in a typical Commercial Card program, including card issuance, account maintenance, card cancellation and reporting.

File Turn: Number of days from the date a transaction is posted to an account to the date payment is received.

Foreign Transaction Fee: A charge applied to purchases made in foreign countries (outside the United States). Purchases made online from **Purchasing Entity's** home country where the vendor is foreign and processes the transaction in its local currency.

Fraud: Unauthorized use of a card, resulting in an acquisition whereby the Purchasing Entity does not benefit.

Identification Information: Legal names, physical street addresses, taxpayer identification or business numbers, dates of birth, or other information or documentation required by U.S. Bank to confirm the identity of any entity or person.

Implementation: Process of putting all card program functions and activities into place.

Individual Liability: Cardholder is liable for all card transactions and fees. The Participating State or Purchasing Entity agrees to reimburse the Cardholder or to pay U.S. Bank directly for legitimate business expenses charged to the account.

Individually Billed Accounts (IBA): Card account is billed directly to the cardholder. IBA accounts are typically paid directly by the Cardholder.

Intellectual Property: Any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. May also be referred to as Intellectual Property Rights.

Interchange Rate: A rate, set by the Network (i.e., Visa, MasterCard, Discover, American Express), collected by the card issuer to cover the cost of processing the transaction.

Joint & Several Liability: Cardholder is liable for all transactions initiated on the card account and the Purchasing Entity is liable for all transactions and fees on such accounts that are closed for any reason or are ninety-one (91) days past due.

Large Ticket Transaction: High dollar transaction that, per the Association's guidelines, constitutes the purchase is completed with a lower than standard interchange rate.

Large Ticket Quarterly Volume: Total quarterly large ticket volume spend by a Purchasing Entity for all Commercial Card Products in a Quarter, less credits, and net of Write-Off Adjustments.

Lead State: State responsible for soliciting for and managing the awarded Master Agreement

Level 1 Data: Standard commercial transaction data that includes, subject to changes made by the applicable Associations, the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date transaction/credit was processed by the Contractor, Contractor processing/transaction reference number for each transaction/credit, and other data elements as defined by the Associations or similar entity.

Level 2 Data: In addition to Level 1 data, includes, subject to changes made by the applicable Associations, sales tax amount, company information, and other data elements as defined by the Associations or similar entity.

Level 3 Data: In addition to the Level 2 data includes, subject to changes made by the applicable Associations, cost, quantiles, unit of measure, product codes, product descriptions, and ship to/from zip codes, freight amount, duty amount, order date, discount amount, order number and other data elements as defined by the Associations or similar entity.

Master Agreement: Underlying agreement executed by and between the Lead State and the Contractor, as now or hereafter amended. May also be referred to as contract or Master Contract.

Master Agreement Administrator: Employee of the Lead State responsible for soliciting for and managing the awarded Master Agreement

Merchant Category Codes (MCC): A system of four-digit codes, maintained by networks, used to identify a merchant's principle trade, profession or line of business; a MCC is assigned to a merchant by the merchant or merchant acquirer.

Merchant Negotiated Transaction: Transaction completed with a merchant that has an agreement with the Association to complete theirs at a lower than standard interchange rate.

Merchant Negotiated Interchange Quarterly Volume: Total quarterly merchant negotiated volume spend by a Purchasing Entity for all Commercial Card products in a Quarter, less credits and net of Write-Off Adjustments.

Merchant Overrides: A transaction that has been pushed through by a merchant location.

National Annual Volume: Total Standard Volume and Non-Standard Volume of all Participating States/Purchasing Entitles for all Commercial Card Products a calendar year.

National Annual Volume Incentive: Rebate or Incentive Share earned by a Participating State based on their contribution to the National Annual Volume.

Network: Entity that facilities the movement of transactional data between the issuer and acquirer and sets merchant rules for card acceptance. Organizations in this role include Visa, MasterCard, American Express and Discover. Also referred to as Association.

Non-Standard Volume: Transactions that are processed using Reduced Interchange Rate as determined through an agreement between the merchant and the Association, less credits and net of Write-Off Adjustments.

Obligations: All Charges, fees posted less disputed transactions to a Commercial Card account.

One Card/Integrated Card: A type of hybrid card in which a single card is issued to an employee for more than one category of expenses (e.g., goods/services and travel expenses), eliminating the need to carry two separate cards.

Participating Addendum: An agreement signed by the Contractor and a Participating State that incorporates the Master Agreement and any other additional Participating State specific terms and conditions.

Participating Addendum Administrator: Employee of the Participating State responsible for the management and administration of the Participating Addendum.

Participating Addendum Authorized Representative: Employee of the Participating State authorized to sign the Participating Addendum.

Participating State: Any State, territory or entity (authorized by a state's chief procurement officer) that chooses to execute a Participating Addendum under the awarded Master Agreement. May also be referred to as Purchasing Entity.

Participating State Annual Volume: Total annual volume spent by a Participating State for all Commercial Card Products in a calendar year.

Program Administrator(s): Refers to both Entity and Statewide Program Administrators.

Program Administrator Overrides: A transaction that has been pushed through by a Program Administrator.

Prompt Payment Incentive: Rebate or Incentive earned by a Purchasing Entity based on their average speed of pay/file turn days.

Purchase Card (P-Card): Charge card (payment method) used for business purchases of goods and services.

Purchasing Entity: Any eligible organization as allowed by a Participating Addendum under the Master Agreement. A Purchasing Entity may include a Participating State.

Quarter: Three (3) month period based on the yearly calendar as follows:

Quarter 1(Q1) – January, February & March
Quarter 2 (Q2) – April, May & June
Quarter 3 (Q3) - July, August, September
Quarter 4(Q4) – October, November & December.

Quarterly Non-Standard Volume: Non-Standard Volume of a Purchasing Entity for a Quarter.

Quarterly Non-Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Non-Standard Volume sales for a Quarter.

Quarterly Standard Volume: Standard Volume of a Purchasing Entity for a Quarter.

Quarterly Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Quarterly Standard Volume.

Quarterly Total Volume: The sum of Quarterly Standard Volume and Quarterly Non-Standard Volume of all Purchasing Entities for all Commercial Card Products in a Quarter.

Relationship Manager: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Reduced Interchange Rate: A lower interchange rate for processing Commercial Card transactions.

Standard Volume: All transactions for Commercial Card Products, less credits, Non-Standard Volume, fees, cash advances, convenience checks, Fraud, chargebacks and net of Write-Off Adjustments.

State Agency: Any department, division, board, bureau or other subset of a Participating State that is funded by the Participating State and authorized by the Participating State for participation in the Commercial Card program. For purposes of this Master Agreement, a State Agency may also be considered a "Purchasing Entity".

Statement/Invoice: Document reflecting account details for the billing period including debits, credits, transaction detail and balance due.

Statewide Program Administrator: Employee of the Participating State who administers the State's Commercial Card Program.

Transaction: Exchange between cardholder and merchant, payment for goods and/or services.

Travel Card: Card used by organizations and their employees for travel expenses. Also referred to as a Corporate Card.

Virtual Cards/Single Use Card: One time use account numbers.

Write-Off: A cancelled account with an unpaid balance determined to be uncollectible by the Contractor. Accounts are considered uncollectible once delinquent for one-hundred-eighty (180) days after billing cycle close date or after bankruptcy. At the Contractor's discretion, collection action may continue on these accounts.

Write-Off Adjustments: the difference between Write-Offs and one-half of Write-Off Recoveries.

Write-Off Recovery: an amount equal to any monetary recovery related to a Write-Off.

Exhibit G

COMMERCIAL CARD REQUIREMENTS

This exhibit details Fleet Card service requirements and Contractor responses to how these requirements will be met as submitted with their bid.

1. RESERVED - Identifies card products available in *Exhibit A – Commercial Card Products*.

2. ADMINISTRATION OF ACCOUNTS

2.1 System will allow for Program Administrator to setup new accounts online – including ordering and registering cards, establishing User ID and password.

2.2 System will allow for Program Administrator to add, edit, or remove single or multiple Merchant Category Codes (MCC) from multiple card accounts at once.

2.3 System will allow for Program Administrator to initiate one-time overrides per transaction.

2.4 System will allow for Program Administrator to establish roles, access, and authority levels for all user types (i.e. managers, approvers, cardholders) within the Purchasing Entity.

2.5 System will allow for Program Administrator to unlock system access, reset User ID and reset password for any User within the Purchasing Entity.

2.6 System will allow for Program Administrator to see changes made to an account profile and who made those changes.

2.7 System will allow for Program Administrator to view cancelled, deactivated and suspended cards within the Entity.

2.8 System will allow for Program Administrator to order and issue replacement cards (singular or multiple simultaneously) online.

2.9 System will allow for Program Administrators and Cardholders to access statements online.

2.10 System will allow for Program Administrators and Cardholders to mark accounts for paper or paperless statement delivery.

2.11 System will notify Program Administrators and Cardholders of statement availability.

2.12 System will allow for Program Administrator and Cardholder to check status of cards and view account information including but not limited to:

- balances
- limits
- charges
- declined transactions
- spend history
- default accounting codes
- demographics

2.13 System will allow for the Program Administrator to choose the billing cycle close date for the Entity. The billing cycle date will be established at account implementation and will be set for the Purchasing Entities' agreement period.

2.14 System will have the ability to roll-up billing to managing account level or bill at department level as determined by the Purchasing Entity.

2.15 System will display all transactions in US Dollars.

2.16 Reserved – Applies to Category Two ONLY.

2.17 System will allow for Program Administrator to edit User ID, role and authority level online.

Access Online offers a feature-rich platform that is easily configured to meet the unique needs of clients, including editing the User ID, role and authority level online. Access Online offers effective and efficient management controls, allowing multiple users within each organization to efficiently manage accounts, effectively manage transactions and establish workflow. For new participants, U.S. Bank will assist Program Administrators with choosing the features and functionalities that best support entity's card programs and enhance business processes. For existing participants, U.S. Bank will confirm the choices and features of the existing functionality with the designated Program Administrator to ensure all existing options are meeting the entity's needs.

The Program Administrator controls employee access to program information and Access Online functionality, including editing User IDs. Each Access Online user ID is assigned to one or more hierarchy levels that dictate which accounts a user can access and which tasks a user can perform within Access Online. The system allows access exclusively to the data and functionality allowed by the profile associated with that user ID. This structure allows Participating States and Purchasing Entities to permit each employee access only to the information and functionality necessary to perform his or her job duties. U.S. Bank's system will allow for organizations to create and assign functional entitlements at a very detailed level. In some cases, this can be as detailed as a specific field.

System User Groups

Access Online provides the flexibility to assign user roles and permissions to each user, including Program Administrator, Cardholder, Approver, Fiscal staff, Auditors, Department Level Administrator, Reconciler and more. With more than 300 functional entitlement groups to choose from, Participating States and Purchasing Entities may ensure that each user has access to only the functions required to perform their job.

Access Online functionality can differ between user groups; examples can include:

Program Administrators Can:

- Set up and maintain Cardholder accounts
- Manage system access and user entitlements
- Establish policies, procedures and workflow
- Maintain cost allocation coding, lists and rules
- Generate management reports
- Schedule financial extracts
- Integrate information into financial systems

Managers/Approvers Can:

- Review and approve Cardholder maintenance requests
- Review and approve Cardholder transactions
- View Cardholder activity
- Generate management reports

Cardholders (or Administrators for one or multiple Cardholders) Can:

- View online statements
- Review and dispute transactions
- Ability to upload supporting documentation for transactions
- Add comments and user line-items
- Reallocate transactions
- Pay individual bills online (for travel cards only)
- Manage account details and update demographic information
- Set language preference
- Update Account Address

Billing Contacts Can:

- Review Cardholder transactions
- View Cardholder activity and/or Managing Account statements
- Generate management reports

2.18 System will have a minimum of seven (7) program hierarchies.

(1) Identifying Accounts

U.S. Bank will have two hierarchy options available for the purpose of identifying accounts.

Processing Hierarchy

The Processing Hierarchy controls may be used within the Access Online system for the purpose of identifying accounts and for account-based reporting. The hierarchy includes bank, agent, company, division and department. Not all organizations use all levels of the processing hierarchy. For example, an organization may choose to use only the bank, agent and company levels, the division and department levels are available but also optional.

The Processing Hierarchy contains the following data:

- Bank number, four-digit number assigned by U.S. Bank.
- Agent number, four-digit number assigned by U.S. Bank. The agent number is the top level of a relationship where the basic templates for cards and statements are determined.
- Company number, five-digit number assigned by U.S. Bank. The company number houses client- type specifics where the account information is set, such as billing type and cycle date.
- Division number, five-digit number assigned by the Participating State or Purchasing Entity to assist with breaking down the billing invoice.
- Department number, four-digit number assigned by the Participating State or Purchasing Entity to assist with further breaking down the billing invoice.

An example of the Processing Hierarchy is included below:

- Bank (1425): Represents the program, “Purchase Card”
- Agent (0202): Represents the Purchasing Entity, such as “Department of Transportation”
- Company (12356): Represents the billing level, such as “Unit 256ABC”
- Division (45698): Represents additional break down within a single company, sometimes used for reporting or approval levels. This is the code that will be assigned to the Approver’s user profile.
- Department (1001): Defines additional break down needed within division code, for more decentralized organizations with multiple levels of approval or reporting

Reporting Hierarchy

Reporting Hierarchy is a seven-level hierarchy that can be customized for reporting account-based data. U.S. Bank can work with any State or Purchasing Entity to establish a Reporting Hierarchy upon request. A State or Purchasing Entity may use the Reporting Hierarchy to define their own unique reporting needs for account and transaction-based reporting. The Bank number is defined by U.S. Bank, however, levels 1-7 are defined by the State or Purchasing Entity.

(2) Reporting Rebate Earnings

The relationship level is managed with a unique DUNS number assigned to each Participating State and Purchasing Entity (State Agency, City, County, School District, etc.). Rebates are calculated, paid and reported at this relationship (DUNS) level. U.S. Bank has also developed a custom allocation report for the program participants specifically, which demonstrates rebate performance at a Company number level. This report can be generated upon request, representing an allocation at the various billing levels within a Purchasing Entity.

(3) Reporting Transaction Data

The Processing Hierarchy and Processing Hierarchy described above are also available for the purpose of reporting transaction data. The Processing Hierarchy controls how transactions are processed for billing, reporting and accounting purposes and includes bank, agent, company, division and department.

Reporting Hierarchy is a seven-level hierarchy that may be customized for reporting transaction data. The Bank number is defined by U.S. Bank, however, levels 1-7 are defined by the State or Purchasing Entity.

Access Online reporting capabilities include the ability to run transaction reports based on Processing or Reporting Hierarchy levels as defined by the user's access and permissions. Access Online allows users to run predefined standard or tailored reports using multiple selection, sorting and output functions.

Featuring a comprehensive set of reporting options—from simple to complex—reports are parameter- driven, offer a high degree of flexibility and are fully exportable and/or viewable online.

Naming Hierarchy

In addition to the features above, Access Online allows for the naming of Processing or Reporting Hierarchies within the system, helping with organizational structure. This feature allows for Program Administrators to view hierarchies by defined name rather than numeric values.

2.19 System will allow for a Statewide Program Administrator account with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement.

U.S. Bank will allow for Statewide Program Administrator Role. Participating State's may design an authorized Statewide Program Administrator who may access reports for the purpose of managing the overall program. Statewide Program Administrators may have access to full account based and transaction-based reporting within Access Online for Purchasing Entities that fall within the Participating State relationship (State Agencies or Departments).

Reports relevant to the management of the statewide program that would include Local Government Purchasing Entitles (Cities, Counties, etc.) may be delivered to a Statewide Program Administrator's Data Exchange box in Access Online. U.S. Bank also has the ability to create a

custom report including all Purchasing Entities under the State.

2.20 System will allow for Program Administrator to simultaneously activate, deactivate, suspend, and terminate cards online.

U.S. Bank will allow Program Administrators the ability to simultaneously activate, deactivate, suspend and terminate cards online. Program Administrators can use the Access Online user interface to make common Cardholder account changes across multiple accounts via either Processing Hierarchy (agent, company, division and department) or a specified list of accounts. Program Administrators can activate or deactivate accounts by updating the Account Status using one of the following statuses:

- Open (Activate)
- Temporary Closed (Suspend/Deactivate)
- Terminated Closed (Terminate)

Simultaneous Multi-Card Activation Process
Program Administrators can simultaneously activate multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select "Maintain Multiple Card Accounts". Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, which in this case, would be open/activate.
- The action is applied to each of the selected hierarchies or accounts.

Simultaneous Multi-Card Suspend/Deactivate Process
Program Administrators can simultaneously suspend/deactivate multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select "Maintain Multiple Card Accounts". Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, which in this case, would be temporary close (suspend/deactivate).
- The action is applied to each of the selected hierarchies or accounts.

Simultaneous Multi-Card Termination Process
Program Administrators can simultaneously terminate multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select "Maintain Multiple Card Accounts". Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, which in this case, would be terminated closed (terminate)
- The action is applied to each of the selected hierarchies or accounts.

Simultaneously Multi-Card Activations
For exception situations where there is a desire to activate a bulk shipment of cards, the Program Administrator can work with their designated Relationship Manager. U.S. Bank would confirm that the cards are in the possession of the Program Administrator and can then process a batch card activation.

Value Add Enhancement

HR Integration

U.S. Bank offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on internal systems, reducing the time and effort required to manually update Cardholders within U.S. Bank tools.

Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs and customer card program management systems.

The Access Online functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover.

Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid values), credit limits and MCC changes.

2.21 System will allow for Program Administrator to update all cardholder information online, unless barred by Federal Regulation.

U.S. Bank will allow Program Administrators to update all card information online, unless barred by Federal Regulation. Within Access Online, Program Administrators can update all Cardholder information (except Cardholder name) online in real-time, such as:

- Demographic information
- Transaction controls and limits
- Reporting Hierarchy assignments
- Access rights
- Default Accounting Codes
- Merchant Category Code (MCC) group changes

As a federally regulated financial institution, U.S. Bank will demonstrate that U.S. Bank knows our customers. This is a direct result of requirements under the USA Patriot Act and the expectations established by the Treasury's Office of Foreign Assets Control (OFAC). The Cardholder account name is a critical component of OFAC obligation. In the event that a Cardholder's name has changed, Program Administrators can call or email their designated Account Coordinator(s) to process the name change.

2.22 Purchasing Entities will be able to cancel a card (or a group of cards).

U.S. Bank will allow Purchasing Entities to cancel a card. Cardholders and Program Administrators can terminate card accounts in real-time within Access Online by going to Account Administration on the left-hand tool bar. Users can either cancel a single card, or cancel multiple cards by hierarchy (agent, company, division and department) or a specified list of accounts.

Cancel a Card Process

Program Administrators can cancel a card (or a group of cards) using Access Online by following the steps below:

- Select Account Administration and then click the Maintain Cardholder Account link.
- Search and select the account and then open the Account Overview section.
- Click the Edit icon.
- To close an account, select Terminated for a permanent closing or Voluntarily Closed for a temporary closing.

Program Administrators can simultaneously close multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select "Maintain Multiple Card Accounts". Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, such as Voluntary Close or Terminated.
- The action is applied to each of the selected hierarchies or accounts.

Timeline for Transaction Posting

When an account is closed in real time through Access Online, the system will not allow any future authorizations to be approved. Merchants can only process/post a transaction if they obtained authorization to do so prior to the account closure. If a transaction is authorized prior to the account being closed, the merchant will already have the authorization number and will be allowed to post the transaction when they batch out their terminal with their merchant bank.

Value Add Enhancement

HR Integration

U.S. Bank offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on internal systems, reducing the time and effort required to manually update Cardholders within our tools.

Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs and customer card program management systems.

The Access Online functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover.

Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid values), credit limits and MCC changes.

2.23 When a card (or group of cards) is closed, a credit may be due to the card based on an overpayment, transaction credit, or something similar.

If a Purchasing Entity were to overpay a corporate billed Managing Account, the Program Administrator may call the U.S. Bank designated Account Coordinator to request a credit balance refund check. The Account Coordinator will submit a request to U.S. Bank's payments department and issue the check to the address designated by the Program Administrator. Credit balance refund checks are processed in 2-5 business days and send via USPS regular mail.

In a circumstance where a transaction credit occurs (returned merchandise, cancelled order, etc.), the merchant would first process the credit. It would then post to the account and be viewable on Access Online within 24-48 hours. If the account is corporate billed, the credit will roll up to the Managing Account/Corporate Account Summary and the total due would be less the credit received. In the case of an individual billed account, the Purchasing Entity/Cardholder may request a credit balance refund.

Please note, this would be based on the client defined credit balance refund policy.

The time it takes for a merchant to process a credit/transaction varies, however, the standard

timeline is completed in two to three days. If the credit occurs on a weekend or holiday, it will be processed when the merchant batches their transactions. This follows the same posting process as a debit transaction. It should be noted, Merchants may still post a credit to closed accounts at any time, as long as the account has not purged for 22 months of inactivity.

2.24 Foreign Transaction Fee

A foreign transaction fee is assessed for any transaction occurring outside of the currency in which a card is issued. Transactions made in foreign currency will be converted into the card's billing currency and U.S. Bank will convert the charges into U.S. dollars at U.S. Bank's exchange rate. U.S. Bank will show the exchange rate for each transaction on the statement.

U.S. Bank's online reporting displays transaction amount, source currency amount and source currency country code. This information can then be used to determine the fee amount, or if desired, custom reports can be delivered to a Program Administrator through Access Online Data Exchange reflecting the fee amount.

The fee is embedded in the exchange rate and will not appear as a separate line item on the statement.

2.25 System will be able to route transactions through approval/workflow path as established by the Program Administrator.

Approval/Workflow Process
Access Online is extremely user-friendly and the steps required to view and approve transactions are minimal, as outlined below:

Select the Transaction Management high-level task on the Left-Column Navigation Bar. The Transaction Management screen displays.

Select the Manager Approval Queue link. The Transaction Management: Manager Approval Queue screen displays. This screen lists the transactions that Cardholders have forwarded to the Approver for approval.

If desired, the Approver may filter the transactions that Cardholders and previous Approval Managers have forwarded to them for approval. The Approver can also filter for transactions with a Pending or Pulled Back status.

When the review is complete, click the Approve button. The Transaction Management: Approve Transaction(s) screen displays. The Approver may also reject a transaction back to the Cardholder or previous Approver with an explanation or comment.

To approve the transaction:

- If the transaction has reached the final Approval Manager, select the "No further approval needed for these transactions" radio button, or
- If multiple levels of approval are required, select an approver (the system may also be configured to apply a default approver for users)

Click the Submit button. Based on the selection, the system either records the approved transaction as final or forwards the transaction to the specified Approval Manager. The system also removes it from the list of transactions on the Transaction Management: Manager Approval Queue screen.

Multiple Approver Levels
The Access Online transaction approval process is flexible with no limit to the number of

Approvers a Participating State or Purchasing Entity can have. Program Administrators can determine how many levels of approvals are required, including specifying a limit to the transaction amount an approver is able to approve without sending the transaction on for additional approvals. If desired, U.S. Bank also offers the availability for dollar threshold approvals, which can be assigned to the Approval Manager's roles.

Located within Access Online, the Transaction Management module provides an intuitive and easy to use process, simplifying the approval process and expanding the focus beyond hierarchy management. The essential steps in the process are:

- Select preferred approval criteria in Access Online
- Based on the criteria, the first level approver (typically the Cardholder or proxy user) is able to approve
- transactions that have posted to the Cardholder's account, which initiates the approval workflow
- The second level Approval Manager (usually a cost center manager) then receives, reviews and approves the transactions forwarded by the Cardholder
- Because this is a forward based approval process, additional levels of approval are available. The final approver would mark the transaction as "final approved"

The Program Administrator can set the user's default approver at the time of user ID creation or during maintenance and can restrict the approver that a Cardholder is allowed to select from the list of Approvers based on hierarchy alignment. During the implementation of the online allocation system, U.S. Bank will support the Program Administrator in establishing a Processing Hierarchy (Division/Departments) that can be used to tie the Cardholders to their designated Approvers in Access Online.

Alternate Approvers/Substitution Roles

Through Access Online, each Approval Manager can designate a specific Designated Backup Approver/Substitute for a specific time frame. During that time frame, the designated backup approver's queue will receive transactions requiring approval in the approver's absence to complete necessary approval action. Cardholders can only forward transactions to Approver Managers or designated backup Approvers that have authorization over their hierarchy. The Approver Managers hierarchy is managed by the Program Administrator to ensure separation of duty.

Designated Backup Process

Once an Approver (Approver A) has chosen a Designated Backup Approver/Substitute (Approver B), Approver A can designate Approver B to that backup role by adjusting the effective dates in Approver A's "My Personal Information" Section. Approver B would then have the ability to approve transactions over the effective dates set by Approver A. It should be noted; Approver B will be associated to the same hierarchy as Approver A in order to be selected as a Designated Backup Approver/Substitute.

2.26 System will allow for Program Administrator to add, edit or remove security features (temporary or permanent) in real time at the card account level including, but not limited to:

- dollar per transaction limit
- maximum daily/weekly/monthly spend
- transactions per day/week/month limit
- Merchant Category Code (MCC) blocks

U.S. Bank's commercial card programs allow Participating States and Purchasing Entities to

predetermine spending and transaction limits on each card, eliminating the need for requisition and purchase order approvals while enhancing security. All controls can be set down to the individual Cardholder level and can be modified on an ongoing basis. Specific to the controls outlined in this question, U.S. Bank offers the following features:

- Dollar Per Transaction Limit—Referred to as "Single Purchase Limits", this limit restricts the amount of a single purchase made by the Cardholder. Generally, a single purchase can be comprised of a single item or of multiple items purchased at one time at a particular location. For example, if a Cardholder's single-transaction limit is set at $500 and a Cardholder attempts to purchase several items for a total of $550, the transaction request is declined. Single purchase limits can also be assigned to specific MCCs.
- Maximum Daily/Weekly/Monthly Spend—Referred to as Velocity Monitoring, this feature allows a Program Administrator to limit the dollar limits per day, month, cycle, quarter, year or a custom velocity limit/refresh date. U.S. Bank can also set the monthly limit authorized for a Cardholder within a 30-day billing cycle. Spending limits are replenished automatically the day following the chosen cycle date.
- Transactions per Day/Week/Month Limit—Velocity Monitoring also allows a Program Administrator to limit the number of transactions per day, month, cycle, quarter, year or a custom velocity limit/refresh date.
- Merchant Category Code (MCC) Blocks—To prevent purchases of specific commodities and services, U.S. Bank will block the MCCs that represent these items. U.S. Bank can establish universal MCC blocking for uniformity across all cards, or set unique limits at the Cardholder level. U.S. Bank can also set up MCC Group blocking consisting of a cluster of MCCs.

In addition to the controls above, U.S. Bank will offer some of the following standard controls:

- ATM (Cash) Blocking—Cash advance capability may be blocked or limited universally, or at the Cardholder level.
- Pre-Determined Expiration Dates—Program Administrators may set predetermined expiration dates on cards used for specific projects. Additionally, Program Administrators may cancel any card account at any time using Access Online, or by calling the customer service department or Account Coordinator Team.
- Account Maintenance Effective Dating (temporary and future adjustments)—The Effective Dating functionality within Access Online allows a Program Administrator to schedule temporary or permanent changes for the controls listed above. As a part of this functionality, temporary changes can be scheduled to revert back to the original values. Both temporary and permanent changes are tracked in Access Online and available for reporting/auditing purposes.

Program Administrators can request live changes to any of the above controls at any time using Access Online or by contacting customer service. These changes can be processed through Access Online across multiple accounts via either Processing Hierarchy (agent, company, division and department) or a specified list of accounts. Changes affecting a large number of Cardholders can also be processed efficiently by requesting the changes through the Account Coordinator team.

Value Add Enhancement

Payment Analytics

As an added feature to the controls mentioned above, our Payment Analytics solution offers customizable rule templates to automatically review all card transactions and flag suspected card misuse and out-of-policy spending. By automatically running policy rules on all transactions, Payment Analytics makes Cardholder transaction monitoring dramatically more targeted, efficient and effective. Program Administrators can receive email notifications of possible non-compliance and spend violations so they can safeguard against commercial card misuse and improve purchasing practices. Payment Analytics allows for rules to be set up by multiple cards and hierarchies.

Simultaneous Multi-Card Controls

Using the Mass Maintenance functionality within Access Online, a Program Administrator can apply the controls mentioned above to multiple cards simultaneously. This includes mass credit limit adjustments.

2.27 System will allow for Program Administrator to create an approval path of setting specific card limits higher than Entity established limits.

2.28 System will allow for Program Administrator and/or Cardholder to mark transactions sent to accounting for payment.

2.29 System will be able to send notifications of pending approval(s) based on established approval path.

2.30 System will allow for Program Administrator to lock transaction accounting code data from editing.

2.31 System will allow for Program Administrator to create templates for card/account set up (i.e. same billing address, TIN, workflow, etc.).

Entitled users are able to setup and maintain Cardholder account setup templates that are used to improve the efficiency in how Program Administrators setup new accounts. Templates are defined at a Process Hierarchy level and allow for both single and multiple templates per hierarchy node (i.e. Company). Program Administrators can use these templates to default common pieces of information for new accounts. Defaulted information can include Organization Name, addresses, custom fields, Default Accounting Codes, authorization limits and MCC blocking templates. For example, this allows for different purchasing templates to be created based on types of purchases to be approved/declined with varying credit limits that may authorized based on need. Once a template is applied to an account setup application, the Program Administrator still has the ability to make further adjustments to the application as needed prior to submission.

Create and Use Card/Account Setup Templates in Access Online

Program Administrators can create a template in Access Online through the following steps:

- Select the Account Administration task
- Click the Create a New Template link
- Specify a processing hierarchy for the template
- Designate a template name and description
- Open the Account Owner's Information section and designate template defaults
- Open the Default Accounting Code section and designate template defaults
- Open the Authorization Limits section and designate defaults
- Click the Create New button to create another template

To use an existing template, Program Administrators would follow the steps below:

- Select the template from the drop-down list
- Click the Apply Template button
- Note which fields the template has populated (e.g., street address)
- Follow the steps in Create a New Cardholder Account

2.32 System will allow for Users, with multiple roles within a program, (i.e., Cardholder & Program Administrator) to opt to have one login to be able to access all aspects of their accounts (dual role). Details are provided on how that functionality works/is implemented.

U.S. Bank can create a single user ID for users with multiple roles. For example, Program Administrators that are also a Cardholder can use one login to access both roles. Additionally, Approvers who also perform as a Cardholder can go to their My Personal Information screen and choose "Add Account". They would then register their own personal card adding it to their Approver user profile, opting for a single sign-on for their dual role.

Add Account

Below are the basic steps for adding an account to an administrator or approver user ID. After adding the account, users will have access to the account for Access Online tasks, such as transaction management and statements.

- Select the My Personal Information high-level task.
- Click the Add Accounts link.
- Type the account number in the Account Number field.
- Select the account's expiration date month.
- Select the account's expiration date year.
- Type the account's ZIP code.
- Click the Add Account button.

Value Add Enhancement

U.S. Bank is currently in development of single sign-on capabilities that will allow NASPO ValuePoint customers to integrate their internal portals with Access Online for a seamless user experience as they navigate between systems. In order for NASPO ValuePoint customers to integrate single sign-on with U.S. Bank Access Online the following conditions will be adhered to:

- The NASPO ValuePoint customer will support Federation with signed SAML 2.0 assertions
- The NASPO ValuePoint customer will support user provisioning and provide integration for U.S. Bank
- The NASPO ValuePoint customer will provide and comply with the U.S. Bank enhanced authentication and authorization system security requirements
- The NASPO ValuePoint customer will use the U.S. Bank Access Online entitlement functionality to control what functions a user can perform in the system and will not have a separate entitlement management functionality

3. DATA COLLECTION AND MANAGEMENT

Participating States and Purchasing Entities will have the ability to capture and display transaction data as made available from the merchant; as well as overall Purchase Card program information. Below are the transaction data and card acceptance requirements.

3.1 System will capture and display transaction data at the following minimum levels:

- Cardholder
- Approving official
- Entity office or unit
- Account/billing (available at different levels)
- Entity Program Administrator or alternates (available at different levels)
- Participating State (all state entity transactional data, statewide administrative level and compliance review group)

3.2 System will have the ability to view transaction authorization/declines in real time.

3.3 System will post transactions within twenty-four (24) to forty-eight (48) hours of receipt from merchant.

3.4 System will have the ability to capture and display Level 1, Level 2, and Level 3 transaction data as made available from the merchant.

3.5 System will allow for Users to add notes, comments, and additional descriptions to a transaction in a separate field. This field must:

- Allow for alpha, numeric, and special characters.
- Be searchable
- Be reportable
- Be accessible to all hierarchies within the system

3.6 System will be able to capture and display merchant Tax Identification Number (TIN).

3.7 System will allow for user to input a minimum of 150 character of Entity defined accounting code structure/segments at the transaction level.

3.8 System will allow for the Purchasing Entity to set requirements for accounting code segments (i.e. mandatory, non-mandatory, etc.)

3.9 System will allow for Purchasing Entity to define, edit, maintain, and upload valid value tables for each accounting code segment.

3.10 System will actively validate accounting segment data against valid value table data as determined by the Purchasing Entity.

3.11 System will allow for Program Administrator to assign, edit, and delete "default" accounting codes for all program hierarchies within the Purchasing Entity.

3.12 System will allow for User to save and edit frequently used accounting codes.

3.13 System will allow for a minimum of 99 accounting code splits per transaction.

3.14 System will allow for User to manually enter tax detail at the transaction level.

3.15 System will allow Program Administrator to download the entire Purchase Card number for use in other systems.

3.16 Participating States and Purchasing Entities have a need to access past transaction detail data in real time for a minimum of thirty-six (36) months throughout the life of the Master Agreement and Participating Addendum.

U.S. Bank currently provides Participating States and Purchasing Entities full transaction data online for 43 months and in each subsequent month that passes, U.S. Bank adds to the data retained in Access Online. In a 2018 enhancement, U.S. Bank increased Access Online's

capabilities to provide full transaction data online from 24 months to 72 months, as well as offline from seven years to 15 years.

- Access Online Reporting: Starting in January 2018, U.S. Bank began to expand retention to 72 months, by adding subsequent months to existing data retained.
- Archived Reporting Offline: Starting in January 2018, U.S. Bank began to expand retention to 15 years, by adding subsequent months to existing data retained.

U.S. Bank will be able to provide the Participating States and Purchasing Entities 60 months of transaction data online in real-time. By 2022, Participating States and Purchasing Entities would have access to 72 months of online rolling transaction data.

3.17 System will allow for Program Administrators to establish accounting templates and defaults.

Most organizations have accounting code structures to map transaction data into general ledger systems. Access Online Accounting Code Structures can accommodate accounting codes up to 150 characters in length and any number of client defined segments up to that limit. Using Accounting Code Structures, U.S. Bank can build a chart of accounts to mirror and feed into the Participating State or Purchasing Entity's financial system.

Default Accounting Codes
Program Administrators can assign a Default Accounting Code to a card account profile. U.S. Bank can support default coding so that when a transaction posts to an account, it assumes the Default Accounting Code as the initial line of allocation. The Participating State or Purchasing Entity's Cardholders can then reallocate transactions as needed in our Transaction Management platform if required by the agency's defined process.

Additionally, the Participating State or Purchasing Entity can use Merchant Allocation Rules or the Allocation Rules Engine to further allocate the transactions based on the rules defined to take action for a defined attribute.

Merchant Allocation Rule
After the framework for the accounting information has been built (Account Code Structure) and the MCC information has been identified for the transactions to be targeted (Create Custom Merchant Groups), the Participating State or Purchasing Entity can determine the specific accounting code segments that will change. In the Merchant Allocation Rules section of Access Online, Program Administrators will enter the new accounting values for the segment(s) that should be changed. An option for splitting the transaction to multiple segments is an option, if the allocation of the purchase should be directed to more than one accounting string.

Allocation Rules Engine
The Access Online Allocation Rules Engine is a sophisticated transaction allocation tool that helps accurately account for purchases. The Allocation Rules Engine allocates transactions to appropriate cost centers, projects and expense types through client-defined rule sets, ensuring minimal work is required to manage transactions. By building the Allocation Rules Engine within Access Online, the system provides a complete end-to-end solution that automates transaction allocation, reconciliation and general ledger integration.

3.18 System will allow for User to upload and attach supporting documentation to the transaction in the following formats (at a minimum): pdf, jpg, png.

U.S. Bank will allow for a user to upload and attach supporting documentation to a transaction. Access Online supports the need to retain purchase documentation by allowing users to attach multiple PDF, JPG or PNG files to a transaction. File uploads can be as large as 5MB per transaction.

Currently, the two options for uploading support documentation are either uploading through Access Online, or by using mobile receipt attachment through the Access Online Mobile App.

Access Online Uploads
Users can upload receipts through Access Online by following the steps below:

- User selects the transaction in Access Online and attaches the document (PDF, JPG or PNG)
- User can add or replace purchase document until the transaction is "locked" (up to 5MB per transaction)
- User may view, print or manage attachments through Transaction Management for up to 12 months, plus the current open account cycle
- Participating State or Purchasing Entity can request electronic copies of the files at any time for the following eight years

Mobile Receipt Attachment
Cardholders have the ability to capture receipt images and attach them to transactions through U.S. Bank's mobile app. Within the app, the Cardholder would select "View Transaction List", select the transaction and choose the "attachment" icon. When selecting this icon, the Cardholder will be prompted to take a photo of the receipt. After taking the photo, the Cardholder will select to save the receipt and it will attach to the transaction.

Value Add Enhancement
Bulk Download
U.S. Bank recognizes that Auditors may have a need to access the transaction receipts in an efficient and timely way. Program Administrators may grant Auditors access to the system, or bulk downloads are available. Access Online allows for bulk receipt download in which Participating States and Purchasing Entities can request transaction documents on multiple transactions and accounts. Users can submit up to five requests within 24 hours, however, it should be noted, the system prevents duplicate requests within 48 hours. The file size on downloads is limited to 4GB, or approximately 800 images. If there are more than 800 images, the user would submit multiple requests.

When the user has a bulk download request for either an account or hierarchy, the maximum Processing/Reporting Hierarchy per request is 10 and the maximum number of unique Account ID's per request is 50. If the selected transactions do not have any attachments, the user will receive an error message.

When the bulk download is available for download, the user will receive an email notification. The file name organization is as follows: OSN_YYYY_MM.zip -> Account Unique ID -> Post Date-> Transaction Reference Number -> Attachment Name.

3.19 Participating States and Purchasing Entities have the need to capture their state's specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information.

U.S. Bank can support the need to capture Participating State or Purchasing Entity's specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information in Access Online. Please note, this capability is dependent on information supplied to U.S. Bank by the State or Purchasing Entity.

Enhanced Supplier Information
U.S. Bank's Enhanced Supplier Information (ESI) functionality allows Participating States and

Purchasing Entities to enhance supplier information passed by Visa. The ESI function will allow users to enhance Visa-provided merchant information, upload and view client supplier information (CSI) and match information with the Visa-supplied information. ESI allows for one central repository for supplier/merchant information and will provide Participating States and Purchasing Entities with the most up-to-date and complete merchant information, which will, in turn, provide improved reporting, especially for 1099, 1057 and merchant spend analysis.

ESI originates with Visa's merchant database and is organized into records; one record per merchant ID. Users can also view the information they supply to U.S. Bank as the CSI records. CSI records are also referred to as client supplier information in Access Online. U.S. Bank will work with the Participating State or Purchasing Entity to prepare and upload a file containing their CSI records. Once U.S. Bank uploads the CSI data file into Access Online to create the CSI records, user can only view—not modify—the CSI records. If they wish to change the CSI information, the Participating State or Purchasing Entity may prepare and resend a data file to U.S. Bank for upload. If users want to make a change to a single record, they can modify and add information to the ESI record.

Once the ESI records and CSI records are in the system, the system automatically tries to match ESI records to the CSI records by matching the merchant processing system ID to the tax ID, so that users have linked data on each merchant. This auto-match process results in the matching of most of the merchants (the ESI records matched to the CSI records). The ones that do not match are then treated as exceptions.

4. SYSTEM UPGRADES

4.1 Participating States/Purchasing Entities understand that as technology and regulations change, system changes will have to occur. Participating States/Purchasing Entities also assume that as a good partner, U.S. Bank will actively and continuously improve the systems capabilities, functionality and usability including platform transition. Changes/upgrades will be made at no additional cost to the Participating States/Purchasing Entities.

When changes are made, U.S. Bank will, at a minimum, notify the Master Agreement Administrator (Lead State) and Statewide Program Administrator (Participating States), prior to changes being put in place. Master Agreement Administrator and Statewide Program Administrator will provide approval of any notification communication prior to distribution to Users.

4.2 U.S. Bank actively seeks feedback from clients on a regular basis to identify ways to increase the productivity, efficiency and usability of U.S. Bank's online transaction management system, Access Online. Participating States and Purchasing Entities are encouraged to provide enhancement requests to their Relationship Manager. Change requests are also submitted by Access Online Level 3 support through the Technical Help Desk.

Requests are reviewed and prioritized by diverse team of representatives from each functional group within U.S. Bank Corporate Payment Systems, such as Product Management, Relationship Management, Development Department, Technology an Operation Services, Vendor Relations, Finance, Implementation, Client Services (Account Coordinator Management), Risk Management, Project Management, Payments Department, Card Setup and Maintenance Department and the Fraud Department.

Review meetings are held bi-weekly to approve and prioritize changes and enhancements to the system. Relationship Managers will be responsible for keeping Participating States and Purchasing

Entities informed of the status of a change request. If changes are then scheduled for enhancement release, there will not be any cost to the Participating States/Purchasing Entities.

Major system functionality releases of Access Online typically occur quarterly. Upgrades are completed during non-peak hours (late evening or weekend hours) and are scheduled in advance. If a release requires a system outage, Program Administrator will receive notification at least one week prior to the release.

Client Feedback Sessions
U.S. Bank will propose a new concept for client engagement involving regular feedback calls. On these calls, Participating States can provide enhancement feedback on U.S. Bank current solutions. The frequency of these calls would align with the Access Online development schedule (typically quarterly). Additionally, U.S. Bank would include developers to introduce current enhancement projects in an attempt to collect customer feedback as enhancements are developed.

U.S. Bank will make two options available to Program Administrators. Heavy users of the system can add their name to a list of resources available to Access Online developers for one-on-one feedback sessions. The developers will collaborate with the State's designated Relationship Manager to engaged Program Administrators to schedule. Additionally, U.S. Bank lead Product Manager will collaborate with the Relationship Managers who support the various State's within the NASPO ValuePoint program to coordinate pre-release calls, to discuss future enhancements, Access online Roadmap and to gather client feedback at that time. If a Participating State is interested in this option, they should contact their designated Relationship Manager.

Pre-release Testing and Upgrade Management
Major system upgrades are thoroughly tested—by internal and external users—before they are released into production across U.S. Bank's customer portfolio. U.S. Bank will frequently request client participation during various parts of the development cycle and before functionality is rolled out across our customer base. U.S. Bank values client input and interaction through requirements validation meetings, usability tests and collaborative client feedback opportunities. U.S. Bank encourages Participating States/Purchasing Entities to reach out to their designated Relationship Manager if they would like to be part of pre-release testing process.

4.3 Upgrades are completed during non-peak hours (late evening or weekend hours) and are scheduled in advance. If a release requires a system outage, Program Administrators will receive notification between one and two weeks prior to the release. Additionally, the Access Online marketing team sends out communications on periodic updates and changes. The release communication includes the outage period, as well as a few key enhancements, which are part of a particular release. The communication would also include an overview document as a link or attachment in the email. This release overview document lists all enhancements or changes with important information for each enhancement and usually contains visuals to assist in understanding the impact of the change.

Splash Page Communications
U.S. Bank will also provide communications regarding system upgrades and changes on the Access Online splash page. Under the standard category of changes, splash page communications would be used to communicate the outage window. This communication pops up as soon as a user logs into the system as a way of grabbing their attention regarding the outage period. This ensures adequate warning to the user, so they can plan their activities accordingly around the outage window.

4.4 How Participating States/Purchasing Entities Are Informed

Upgrades are completed during non-peak hours (late evening or weekend hours) and are scheduled in advance. If a release requires a system outage, Program Administrators will receive notification between one and two weeks prior to the release. For larger more impactful changes to the system (typically those that change user access requirements) notification windows range from 30-90 days prior to the change. Whenever possible, these notifications are scheduled to provide as much advanced notice of the change as possible once the impact is identified.

When changes are required, U.S. Bank provides both online communications with overview documents explaining the changes and timing of the outage, as well as splash page notifications that pop up when the user logs in, ensuring they are aware of changes.

Customer/User Outreach and Input

U.S. Bank values current relationship and would also propose a new concept for client engagement involving product feedback calls. On these calls, Participating States can provide enhancement feedback on current solutions. Additionally, U.S. Bank would include developers to introduce current enhancement projects in an attempt to collect customer feedback. If a Participating State is interested in this option, they should contact their designated Relationship Manager.

Major system upgrades are thoroughly tested—by internal and external users—before they are released into production across U.S. Bank's customer portfolio. U.S. Bank frequently requests client participation during various parts of the development cycle and before functionality is rolled out across the customer base. U.S. Bank values client input and interaction through requirements validation meetings, usability tests and collaborative client feedback opportunities. U.S. Bank encourages Participating States/Purchasing Entities to reach out to their designated Relationship Manager if they would like to be part of our pre-release testing process.

Communication Approach

The release communication includes the outage period, as well as a few key enhancements, which are part of a particular release. The communication would also include an overview document as a link or attachment in the email. This release overview document lists all enhancements or changes with important information for each enhancement and usually contains visuals to assist in understanding the impact of the change.

U.S. Bank will also provide communications regarding system upgrades and changes on the Access Online splash page. Under the standard category of changes, splash page communications would be used to communicate the outage window. This communication pops up as soon as a user logs into the system as a way of grabbing their attention regarding the outage period. This ensures adequate warning to the user, so they can plan their activities accordingly around the outage window.

4.5 U.S. Bank executes a number of proactive steps to communicate system changes to existing customers. If a release affects the way data is accessed, reported, formatted, or viewed, Program Administrators will receive notification between one and two weeks prior to the release from the Access Online marketing team. These Access Online release emails contain a link to a release overview document providing greater details of the enhancements included in a release and how new functionality can be enabled as well as how it impacts the users of the system.

U.S. Bank will also provide communications regarding system upgrades and changes on the Access Online splash page. Under the standard category of changes, splash page communications would

be used to communicate the outage window. This communication pops up as soon as a user logs into the system as a way of grabbing their attention regarding the outage period. This ensures adequate warning to the user, so they can plan their activities accordingly around the outage window. The emails, overview documents and splash page messages are the primary source of communication for system changes.

Program Status Calls
U.S. Bank currently holds regular program status conference calls with a number of customers. These calls provide a forum to discuss upcoming changes, the look and feel, as well as the potential impact of those changes. If a Participating State is interested in these types of calls, U.S. Bank encourage them to reach out to their designated Relationship Manager.

User Group Meetings
U.S. Bank will hold scheduled user group meetings and roundtables for a number of customers. Not only do these provide similar benefits to that of program status conference calls, they also offer an excellent opportunity for in-person training for Program Administrators and managers. If a Participating State is interested in a user group meeting, U.S. Bank encourage them to reach out to their designated Relationship Manager.

Relationship Manager Communications
Relationship Managers will ensure that Participating States are informed of any new processes/procedures that could benefit the program and will also work on their behalf as an advocate for any transition issues that may arise. U.S. Bank will frequently request client participation during various parts of the development cycle and before functionality is rolled out across U.S. Bank customer base. U.S. Bank will value client input and interaction through requirements validation meetings, usability tests and collaborative client feedback opportunities. U.S. Bank encourages Participating States/Purchasing Entities to reach out to their designated Relationship Manager if they would like to be part of our pre-release testing process.

In addition to communication with designated Relationship Managers, the Access Online Client Home Page provides notification of any technology updates or scheduled downtime. Other program changes that affect individual Cardholders, such as updates to the Cardholder contract or benefits, will be communicated via statement inserts.

4.6 U.S. Bank will create new training content (user guides, quick reference guides, lessons, etc.) when launching a new tool and updates training content when U.S. Bank will add functionality to an existing tool. These changes are communicated in the “Announcements” section of the Web-Based Training site. Users can find the “Announcements” section in the bottom right hand corner of the landing page.

As an added benefit, Relationship Managers, upon request, offer one-on-one Program Administrator training, as well as training for user groups. These user group meetings offer an excellent opportunity for in-person training when system changes are made, for Program Administrators and managers. If a Participating State is interested in a user group meeting, U.S. Bank encourage them to reach out to their designated Relationship Manager.

U.S. Bank is also currently designing a program offering meetings on a monthly or quarterly basis to discuss system upgrades with clients. This is planned to go into effect in 2021 and will be promoted to Participating States and Purchasing Entities.

4.7 Participating States will not accept forced/pushed 'top-down' process changes unless required by federal law. An example of a forced/pushed 'top-down' process change would be automatic shut off of cards on weekends, block purchases on specific days of the week.

U.S. Bank will rarely execute a process change that will affect the use of card accounts and understand the importance of all card accounts being available for use 24/7/365. The only recent examples include U.S. Bank requirement to obtain a legal name, and sometimes birthday or residential address, for Cardholders. These changes were required by federal regulations, so the bank can meet the requirement established by the USA Patriot Act and Office of Foreign Assets Control (OFAC). U.S. Bank now requires the full legal name of every Cardholder. U.S. Bank will use this legal name to confirm that U.S. Bank is not conducting business with any of those persons listed on the OFAC Specially Designated Nationals List (SDN). In the event that a name match does occur, U.S. Bank may request a birthday or residential address (sometimes partial is accepted).

If a process change could somehow affect the card account, U.S. Bank will notify Participating State and Purchasing Entity Program Administrators in advance. These notifications will include an explanation of the change, a detailed description of the potential impact and a timeline for the execution of the new process. U.S. Bank will encourage Program Administrators to take this opportunity to collaborate with their Relationship Manager if the impact causes any concern. Relationship Managers will act as the liaison between Participating States or Purchasing Entities and the Project Manger to resolve the concerns prior to execution of the new process.

5. REPORTING

Participating States and Purchasing Entities must have the ability to generate reports including detailed transaction data. A system with robust reporting capabilities is required.

5.1 System will time-stamp authorizations and reports according to the time zone of the authorization location or report request.

5.2 System will allow Program Administrator or Cardholder to run a transaction detail report which includes all User-inputted data.

5.3 System will allow for reports to be accessible as defined by roles and access levels.

5.4 System will have the ability for reports to be available in multiple formats (e.g. PDF, text, Excel, HTML, browser).

5.5 System will have the ability to provide program and transaction data reports at various frequencies to meet each Participating State/Purchasing Entity's requirements including but not limited to:

- Daily
- Weekly
- Monthly (billing cycle and calendar)
- Quarterly
- Annually (fiscal and calendar)

5.6 System will have the ability to extract/download data at any given time so that a report can be generated. The data can be downloaded by the following areas:

- Purchasing Entity Name
- Department/program Name
- Cardholder name (if applicable)
- Last 4-6 digits of Credit Card number

- Merchant Name
- Merchant Category Code
- Merchant Spend
- Merchant transaction number
- Date transaction occurred
- Date transaction processed
- Charge amount
- Transaction reference number
- City in which the transaction occurred
- State in which the transaction occurred
- Accounting string (Fund, Organization, Account, Program, Activity, etc.)

5.7 System will have the ability to provide "exception reports" including, but not limited to:

- Merchant Overrides
- Bank Overrides
- Program Administrator Overrides
- Back-to-back transactions
- Decline report
- Miscellaneous transactions
- Split Transactions
- Duplicate Transactions

5.8 U.S. Bank will provide quarterly rebate report no later than sixty (60) days after the end of the quarter to the Statewide Program Administrator or other representative designated by the Participating State. This report, at a minimum will include:

- Participating State
- Purchasing Entity legal name
- Purchasing Entity type (Agency, City, etc. as defined by the Participating State)
- Gross spend for the rebate period
- Any credits for the rebate period
- Any write-offs for the rebate period
- Net spend for the rebate period
- Net spend for each rebate type
- Incentive Share/Rebate Rate per rebate type
- Rebate amount by rebate type
- Total rebate paid to the Purchasing Entity and/or Participating State.

5.9 U.S. Bank will be able to provide a rebate report that reflects the type of rebate applied to each transaction no later than sixty (60) days after the end of the quarter. This report, at a minimum, will include:

- Purchasing Entity legal name
- Purchasing Entity type (Agency, City, etc. as defined by the Participating State)
- Transaction date
- Merchant name
- Merchant TIN
- Transaction amount
- Applicable rebate type
- Applicable rebate BPS
- Rebate amount earned

5.10 Participating States and Purchasing Entities may have additional transaction data and rebate reporting requirements, detailed in each Participating Addendum.

5.11 U.S. Bank will provide an annual report to the Lead State reflecting total spend and National Annual Volume Incentive earned by Participating States for the calendar year.

5.12 System will have the ability to schedule on-demand and Ad Hoc reports.

To request a custom/Ad Hoc report, Program Administrators can call or e-mail their designated Account Coordinator. Once the U.S. Bank representative understands the needs of the Purchasing Entity, they will submit a request to the Management Information Systems reporting department. The Program Administrator can also provide a file specifications document or sample report if available. Custom reports are typically created within 10-14 business days, depending on the complexity of the request, and can be delivered directly to the Program Administrator's data exchange box in Access Online.

Additionally, Access Online allows users to run tailored reports through the use of multiple selection, sorting and output functions. Access Online allows users to run predefined standard or tailored reports using multiple selection, sorting and output functions. Featuring a comprehensive set of reporting options—from simple to complex—reports are parameter-driven, offer a high degree of flexibility and are fully exportable and/or viewable online. Access Online also offers the following ad hoc reporting and scheduling options.

Standard Reporting Categories
Access Online offers 76 standard reports, most of which can be scheduled on demand, split out over six reporting categories. These reports range from program management and financial management, to tax reports and supplier information. Standard reporting categories available through Access Online include:

- Program Management Reports—Supports general program management activities and allows Program Administrators to monitor compliance with organization policy. Program performance indicators highlight important trends that can be used to proactively manage accounts. Program Administrators gain access to information on every type of account activity.
- Financial Management Reports—Allows Program Administrators to access transaction management activity information; can be used to determine if Cardholders are properly managing their accounts and ensure that expenses are assigned to the proper cost centers.
- Supplier Management Reports—Allows Program Administrators to manage supplier relationships, support supplier negotiations and manage spending by category. Used to analyze the overall effectiveness of supplier strategies and identify overall performance issues and opportunities. The Participating State or Purchasing Entity is armed with actual program performance information that can be leveraged to drive supplier behavior and positively impact supplier negotiations.
- Tax and Compliance Management Reports—Assist Program Administrators with monitoring expenditures, tracking variances and Managing Account allocations; can be used to ensure programs are operating in accordance with U.S. Federal Government standards and requirements.
- Administration Reports—Provides Program Administrators easy access to basic program configuration information and helps them determine the impact the program structure may have on performance and utilization, including accounting code and user management.

Flex Data Reporting

This Access Online feature puts the control in the user's hands, so they can define what they want to see in a report. By setting the report context—date ranges, processing or reporting hierarchies and more— users can choose the amount of data. By defining report content (fields to include or calculate) users ensure only the information they need is in the report. Users can define a logical grouping of data and at what level it should be subtotaled.

Creating a report in Flex Data Reporting is simple and efficient. Users can create a report in three major steps:

- Step One: Select the report's primary template and/or additional data template—Users have basic report templates to select from that let the User select which data elements to include in the report. These templates also include default report settings (e.g., which data elements to include, which to filter by). Users can also select to include an additional data template to supplement the primary template data.
- Step Two: Specify report parameters—Specify the parameters of the custom report on a series of four tabs:
  - Select Report Data tab—On this tab, specify which data elements (columns) to include, which data elements to filter by and which data elements to total (for PDF output).
  - Filter for Content tab—On this tab, specify the filtering parameters for the data elements selected to include on the Select Report Data tab. For example, if the User selected to include transaction amount, then specify a transaction amount range (e.g., include only transactions over $500).
  - Sort by Criteria tab—On this tab, select up to four sorting orders for the data in the report (e.g., first sort by accounting number ascending and then sort by transaction date descending).
  - Set Report Layout tab—On this tab, Users can change the default column order for the report by selecting a column and moving the column up or down (left or right) in the final report display.
- Step Three: Preview, save, run and schedule the report—Users can preview the report display and then select to save the report. After the report is saved, the User can modify the report and/or run the report any time. Users can modify an existing report and save the modified version as the same report or as a new report (thus using an existing report as a template). Additionally, Users can schedule the report to run automatically in the future.

Report Scheduler

This Access Online feature allows Program Administrators to schedule reports to run once or on a recurring basis. Additional features include:

- Reports can be delivered to multiple recipients via a secure mailbox
- Recipients can be notified via email when the report is available
- Access to functionality is controlled by Report Scheduler entitlement

Custom reports can also be requested and scheduled by contacting the Account Coordinator team. After the report is generated, it can be delivered directly to the Program Administrator's data exchange box.

5.13 When a transaction is processed by a merchant, the processing system will show the transaction was sent for authorization (pre-posting). This information will be immediately available to

Program Administrators in Access Online within the Account Authorizations screen. Authorizations are viewable in Access Online for approximately five (5)days.

A transaction will post in the processing system within 24 to 48 hours of the merchant submitting the transaction to its merchant bank. If a transaction falls on a weekend or holiday, it will be posted on the following business day. Once posted, the transaction will be viewable in Access Online within the Transaction Management screens and will also be reportable.

For instances such as audits or investigations in which data is being requested that is older than the data stored in Access Online, Program Administrators can reach out to their designated Account Coordinator to request archived data through a custom report request. Once the U.S. Bank representative understands the needs of the Purchasing Entity, they will submit a request to the Management Information Systems reporting department. The Program Administrator can also provide a file specifications document or sample report if available. Custom reports are typically created within 10-14 business days, depending on the complexity of the request, and can be delivered directly to the Program Administrator's data exchange box in Access Online. If archived statements are desired, Program Administrators can request through their Account Coordinator. Archived statements can be delivered via fax, secure mail, orin some cases loaded to a Program Administrators Data Exchange. Archived statement request can take between 2-7 days to process depending on the number of statements requested.

5.14 Access Online includes a comprehensive set of reporting options ranging from basic to sophisticated. The Participating State or Purchasing Entity has the ability to run reports based on products and user access and all reports are parameter-driven with a high degree of flexibility and variety of output formats. Regarding availability of reports, Cardholders will have the ability to see basic reports. Anyone within an administrative functional entitled group, including Program Administrators, Managers, Approvers or Auditors will have access to the full set of reports based on the products and authority the Program Administrator assigns to them. U.S. Bank will work with the Participating State or Purchasing Entity to define who has the authority to run reports as needed.

Standard Report Overview

The following tables list and describe standard reporting options.

Program Management Reports

Program management reports provide Program Administrators easy access to basic program parameter data. This data can be combined with other program performance indicators to signal important trends to help proactively manage accounts. Made up of reports for Administration, Allocation Rules Management, Delinquency Management and Spend, this category includes the following standard reports:

Account List—Shows all account holders and basic account information by hierarchy (e.g., open date, credit limit, etc.).	Account Maintenance Effective Dating Activity—Provides a detailed history of effective dated account maintenance activity.	Account Status Change—Lists accounts that have a change status of lost/stolen, closed or opened.
Order File History—Provides information regarding the status of the order data file after it is loaded for order match processing.	Payment Request Approval Status Report—Shows summary and detail information for the approval status of payment requests.	Request Status Queue—Provides information on multiple Request Status Queue items.

Merchant Allocation Rules Set— Provides summary and drill-down detail of merchant allocation rules set.	Account Suspension—Details open accounts that are past due and suspended or pending suspension.	Charge-Off—Provides a listing of accounts charged-off, based on the population of the charge-off status field.
Account Spend Analysis—Lists Cardholder account spending at a summary level, excluding supplier detail.	Cash Advance—Details account cash advances including transaction amount, date and reference number.	Declining Balance/Managed Spend—Displays summary and detail information of declining balance accounts for relocation card programs by name and account number.
Declined Transaction Authorizations Report—Supplies details of declining transaction authorizations information along with related account and merchant information.	Automated Allocation Rules—Provides a summary of allocation rules engines and detail of their respective allocation rules.	Past Due—Creates a list of accounts with past due balances and number of times past due.

Financial Management Reports

Financial management reports provide Program Administrators access to transaction management activity information. Used to determine if Cardholders are properly managing their individual accounts and ensure that expenses are assigned to the proper cost centers, this category provides reports for Order Management, Payment Instructions, Payment Requests and Transaction Management.

Billed Transaction Analysis with Order Detail—Offers detailed and summary billed transaction information regarding the results of order and transaction matching.	Order Detail—Provides detailed order data, including line item detail, if desired.	Order Receipt—Shows detailed and summary receipt information as recorded against the order or order line items.
Full Transaction and Order Detail—Fully details expenditures, including transaction, line item, order, account allocation and tax estimation information.	Billed Transaction Analysis with Payment Instruction Detail—Provides detailed and summary billed transaction information about the results of payment request and payment transaction matching.	Payment Instruction Analysis—Summary and detail payment instruction information regarding the results of payment instruction and transaction matching.
Order Analysis—Provides detailed and summary order information, regarding the results of order and transaction matching.	Payment Instruction Detail—Detailed Payment Instruction information. Supports the use of Virtual Pay functionality.	Account Allocation—Displays all transaction detail for a specific account for a specific date range, allowing Program Administrators and Cardholders to view account allocation and reallocation detail by accounting code.

Payment Request Analysis—Provides summary and detail payment request information regarding the results of payment request and transaction matching.	Payment Request Detail—Provides detailed payment request information. Supports the use of Virtual Pay functionality.	Transaction Summary and Detail
Extract Reconciliation—Summarizes transactions by account that have been extracted versus statement.	Managing Account Approval Status—Provides a history of Managing Account and Cardholder account statement approvals and certifications.	

Supplier Management Reports

Supplier management reports are used to analyze the overall effectiveness of supplier strategies and identify overall performance issues and opportunities. Made up of reports for Administration, Business Expenses, Spend and Travel Expenses, this category includes the following standard reports:

Level II Quality by Merchant—Gives clients the ability to report on the quality of Level II data on financial records by supplier.	Enabled Merchant List—Provides merchant demographic information including Client Supplier Information.	Merchant List—Lists suppliers' demographic information based on those suppliers who had transaction activity within the requested period.
Temporary Services Spending—Generates both summary and detail information for temporary services spending by agency.	Merchant Spend Analysis—Provides an overall view of total supplier base activity or total commodity type.	Merchant Spend Analysis by Line Item—Provides summary and detail information.
Top Merchant Spend Analysis—Provides a list of top merchants by merchant category group or by MCC, based either on spend or number of transactions.		

Tax and Compliance Management Reports

Tax and compliance management reports are used to ensure programs are operating in accordance with U.S. Federal government standards and requirements. Made up of Compliance Management Reports and Tax Management Reports, standard reports in this category include:

Unmatched Transaction Analysis for Form 1099—Lists transactions where a supplier profile was unavailable at the time of reporting for the specified date range and additional supplier information research for 1099 reporting.	Vendor Summary by Socioeconomic Indicator—Provides a summary and detail of expenditures that have occurred with suppliers classified as minority supplier types (e.g., minority, women-owned, veterans and small business).	Sales and Use Tax by State with Tax Management Detail—Includes the summarized transaction and tax paid amounts as well as calculated tax percentages on a state-by-state basis.
Vendor Summary for Form 1099- MISC—Provides a summary and detail of expenditures that have occurred with suppliers classified as minority supplier types (e.g., minority, women-owned, veterans and small business).	Sales and Use Tax by State—Summarizes transaction and tax paid amounts within a specified date range, as well as calculated percentages on a state-by-state basis.	Tax Accrual Model with Tax Management Detail— Supports the use of the Best Practice Tax Model (for sales and use tax estimation), in conjunction with Access Online tax estimation functionality by Accounting Code.
Tax Accrual Model by Accounting Code with Tax Management Detail— Supports the use of the Best Practice Tax Model (for sales and use tax estimation), in conjunction with Access Online tax estimation functionality.	Tax Accrual Model—Supports clients' use of Best Practice Tax Model. Compares actual sales and use tax accrual process against best practice to identify areas of potential improvement.	

Administration Reports

Administration reports provide Program Administrators easy access to basic program configuration information and help determine the impact the program structure may have on performance and utilization. This category provides reports for Account Management, Accounting Code Management, Online Registration Management and User Management. Standard reports include:

Alternate Accounting Codes Report—Provides detailed information about the alternate accounting codes built in Access Online.	Default Accounting Codes—Provides detailed information about the default accounting codes associated to Cardholder and Managing Accounts.	System User List Summary—Provides summary information about Access Online user IDs for one, many or all organizations.
Accounting Code Structure—Lists information on current configuration of Accounting Code Structures, Valid Value Lists and Accounting Validation Controls.	Locked Accounts—Displays accounts locked at the time the report is generated.	System User List with Account Details—Provides an overview of users and accounts within an organization.
Accounting Validation Control—Provides information on accounting validation controls to support effective management of the accounting code reallocation feature.	Online Registration—Provides the results of online registration activity for Cardholder accounts.	System User List—Provides information about user IDs and associated user profile information, including a list of the hierarchy access and functional entitlements.

Reporting Hierarchy

Reports can be grouped by either Reporting Hierarchy or Processing Hierarchy. The Reporting Hierarchy is a seven-level hierarchy customized for organization reporting purposes only. U.S. Bank will work with the Participating State or Purchasing Entity to establish the reporting hierarchy. The Reporting Hierarchy allows Program Administrators to break down data solely for reporting purposes. The Processing Hierarchy controls how transactions are processed for billing and accounting purposes and includes bank, agent, company, division and department. Not all organizations use all levels of the Processing Hierarchy. For example, an organization may choose to use only the bank, agent and company levels.

The Processing Hierarchy contains the following data:

- Bank number, four-digit number assigned by U.S. Bank.
- Agent number, four-digit number assigned by U.S. Bank. The agent number is the top level of a relationship where the basic templates for cards and statements are determined.
- Company number, five-digit number assigned by U.S. Bank. The company number houses client- type specifics where the account information is set, such as billing type and cycle date.
- Division number, five-digit number assigned by the Participating State or Purchasing Entity to assist with breaking down the billing invoice.
- Department number, four-digit number assigned by the Participating State or Purchasing Entity to assist with further breaking down the billing invoice.
- Search Capabilities
- Access Online means immediate access to transaction data, allowing Participating

States and Purchasing Entities to run reports whenever needed. The highly intuitive user interface makes it easy for users to access vital program data. Users simply select from a list of reports, define specific selection and sort options and choose an output type. Search capabilities include but are not limited to date range, user output, hierarchy and account number.

5.15 System will capture and report sales by Merchant Category Code (MCC).

Merchant Spend Analysis Reporting

Within Access Online's Supplier Management Reporting category, the Merchant Spend Analysis Report provides an overall view of total supplier base activity or total commodity type. Participating States and Purchasing Entities can use this information to support service-level and pricing requests with suppliers. This report provides detailed and summary spending information arranged by MCC group or MCC and merchant name.

The Transaction Detail Report, located in the Financial Management Reporting category, offers full expenditure detail, including Level III data, for complete analysis of orders and transactions. With this report, Participating States and Purchasing Entities can see full expenditure detail, including transaction, line item, order, account allocation and tax estimation information. This report can be run based on MCC group and MCC, as well as a specific merchant name beginning with or containing specified characters.

Access Online standard and transaction- based reports can be filtered by Merchant Category Code (MCC).

Value Add Enhancement

Dashboard Reporting

Access Online Dashboard reporting provides an intuitive, on-demand view of information that allows the Participating State or Purchasing Entity to step back from the details and see the key trends and relationships that drive their commercial card program's success.

Dashboard reporting offers several benefits, including:

- Distills extensive data into a single page that graphically represents the areas of performance the users care most about, such as spending, transaction and purchasing indicators
- Compares different time periods and key points of data to each other to understand current and historical trends
- Customizes reporting by hierarchy level to highlight overall or measure individual department performance

Transform Data into Action

The Merchant Spend Dashboard is built in a way that allows each user to customize what and how information is displayed, so they see the appropriate level of detail necessary to evaluate progress toward achieving program goals. The Dashboard ensures Program Administrators are not overloaded by too much detail, while also ensuring organizations are not limited by a lack of information—users have the flexibility to view summary snapshots and drill into the details behind the data.

Through the Merchant Spend Dashboard, Users can see the trending of data over time, which allows management to make decisions and react to issues before they become problems. For instance, to meet supplier negotiated discounts or revenue share goals, a User can quickly and easily view merchant and overall spending activity and pinpoint areas of opportunity and

improvement.

Program Administrators can easily monitor card programs with at-a-glance graphical displays that integrate, organize and present snapshots of key information, helping answer critical questions, such as:

- What is my total spend year-to-date?
- How does my total spend compare to last year at this time?
- Which is my top merchant for each spend category?

Customize Key Information
Program Administrators can set up, maintain and save different Merchant Spend Dashboard views by modifying various parameters:

- Select up to 10 hierarchy positions in any combination of Bank, Bank/Agent and Bank/Agent/Company
- Determine period (e.g., monthly, quarterly, annually or year-to-date)
- Choose between Column, Column/Area or Line Charts for trending analysis
- Save, print or download as PDF or Excel

5.16 U.S. Bank will be able to provide comparative rebate reporting comparing the previous quarterly and annual rebates to the then current quarter/year.

U.S. Bank will provide comparative rebate reporting, which would compare the previous quarterly and annual rebates. This reporting has been tailored and adjusted to support evolving program needs.

Additionally, Relationship Managers would generally provide this information during business review meetings as desired by the Participating State. If a Participating State is interested in receiving this type of report, they should reach out to their designated Relationship Manager.

5.17 System will provide sales by merchant type (i.e. small business, minority owned, etc.) including Federal Diversity information.

U.S. Bank will acknowledge that many of the Participating States and Purchasing Entities are not using this functionality today, but as participants consider a reset of their current programs, U.S. Bank encourages Program Administrators to consider Enhanced Supplier Management Function (ESI) in Access Online. U.S. Bank is capable of providing sales information by merchant type, including Federal Diversity information. U.S. Bank is capable of storing and providing reporting on this information. This information will be provided to U.S. Bank by the merchant in the transaction data, however, through Enhanced Supplier Management Function (ESI), the Participating State or Purchasing Entity has the ability to provide their own details, which can be stored reported.

By using ESI management, Participating States and Purchasing Entities can benefit their program by ensuring that they have current, accurate and complete information for reports and program management. In addition, Program Administrators can accurately track and support purchasing programs (e.g. minority-owned, veteran-owned, or woman-owned businesses) for maximum tax benefits. Reporting of this information would fall under custom reporting. It can be requested through a designated Account Coordinator and delivered via Data Exchange.

Additional Reporting Solutions
With the passing of IRC section 6050W, responsibility for 1099-MISC reporting now resides with the merchant processor for reportable payments made with a payment card. Should a Participating State or Purchasing Entity choose to utilize 1099-MISC reports for internal and/or auditing purposes, the following reporting solutions are available on Access Online:

- Supplier Summary for Form 1099-MISC—Provides a summary of expenditures and supplier profile information for "Form 1099-MISC" reporting to the Internal Revenue Service (IRS). The report compiles the key data elements required for 1099 reporting.
- Unmatched Transaction Analysis for Form 1099-MISC—Compiles transactions for merchants where a profile was unavailable at the time of reporting. This report identifies merchants where additional research is required for 1099 reporting.
- Supplier Summary by Socioeconomic Indicator—Summarizes expenditures that have occurred with suppliers where there is socioeconomic data about the suppliers' locations (e.g., woman-owned, minority-owned, veteran-owned and Small Business Administration-designated enterprise indicators).
- 1099/Socioeconomic Electronic Data File—Annual or quarterly data file providing 1099 summary information electronically to the organization via a variety of delivery methods (CD, Access Online, etc.). It includes both supplier 1099 information and socioeconomic information and is ideal for clients with larger volumes of data or those who prefer scheduled delivery of the information.

6. DATA TRANSFER/INTEROPERABILITY

6.1 System will be accessible in accordance with Section 508 (Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998) - accessibility.

6.2 System will be supported (at a minimum) by Internet Explorer, Edge, Firefox, Safari and Chrome.

6.3 System will allow for downloads, data transmissions, and integration in support of non-standard/standalone financial management systems, including legacy systems.

6.4 System will be able to provide Purchase Card information and transaction detail in a format compatible with all Enterprise Resource Planning (ERP) or e-procurement systems utilized by any Participating State/Purchasing Entity that is part of this Master Agreement. Those systems include, but are not limited to any SAP, Banner, Oracle, Periscope, or PeopleSoft systems.

U.S. Bank will work with the Participating State or Purchasing Entity to integrate their commercial payment program information with their financial systems. From accounts payable to electronic expense reporting and eProcurement, U.S. Bank will have successfully integrated solutions with all major financial ERP systems, including SAP, Banner, Oracle, Periscope, PeopleSoft and more. U.S. Bank currently integrates with over 50 systems and have been successful interfacing with new systems U.S. Bank are not familiar with. If a system is unable to accept standard file options, U.S. Bank will have the ability to create custom financial extracts to meet the need.

Effective financial extracts contribute to increased processing efficiencies and cost savings. Access Online allows Participating States and Purchasing Entities to extract the data they need in the most efficient, convenient format, providing a wide variety of financial extract options to meet specific integration requirements. Options for financial extracts include:

- Standard Financial Extracts—Appropriate for clients desiring a quick to implement, low maintenance, automated extract solution. If a standard financial extract is appropriate, the Participating State or Purchasing Entity will receive a basic financial extract at the end of each cycle in a format that is compatible with their systems.
- General Ledger Extracts—Directly integrate with the Participating State or Purchasing Entity's general ledger system. Participating States and Purchasing Entities control where transactions are allocated, how extracts are structured and when data is

delivered, which provides more control over transaction data. If the organization receives a daily general ledger extract, they can customize the daily file by choosing a specific number of previous days to include in the file. Participating States and Purchasing Entities can receive general ledger extracts daily or at the end of each cycle.

Output Format

The State can choose the output format that best suits the Participating State or Purchasing Entity's needs. The output file format indicates the unique positioning and layout of data within an extract file. U.S. Bank offer four primary output file types:

- Statement Billing File 2.0/2.5 (SBF 2.0/2.5)—U.S. Bank standard statement file that contains transaction data with allocation information; primarily used to populate the Participating State or Purchasing Entity's general ledger with transaction information.
- VCF 4.0 (UVCF 4.0, USBC1.0)—Standard file format that contains transaction, account, hierarchy and Level II and Level III data for both corporate and purchasing card programs. This file type also supports the inclusion of allocation data from Access Online.
- U.S. Bank Commercial 2.0 (USBC2)—Accommodates U.S. Bank Virtual Pay and Order Management programs. USBC2 is based on USBC1 with the addition of user line items, Virtual Pay or Order Management data.
- Reconciliation (RCON) Standard Extract—This file type accommodates U.S. Bank Virtual Pay programs and contains basic transaction detail data and the matching payment instruction (PI) and payment request (PR) data.

If U.S. Bank is not able to meet the needs of the Participating State or Purchasing Entity with the outputs above, U.S. Bank will have the ability to design custom financial extracts based around the required parameters.

Member List Reporting

U.S. Bank has the ability to deliver a member list (account list) to ERP and expense reporting systems. U.S. Bank often work with Purchasing Entities to interface the account number and profile information into these systems to eliminate the data entry process for the Program Administrators. With a daily member list transmission Program Administrators, no longer need to maintain the account number within internal financial systems as accounts close and reissue due to lost/stolen or fraud. Program Administrators can still keep track of reissues if they desire, by pulling an Account Status Change report from Access Online.

Reporting and Financial Extracts by State

U.S. Bank currently supports standard financial extracts through Access Online (such as the SBF, VCF, USBC2 and RCON) and custom reports developed by our Management Information Systems (MIS) reporting department. In total, we have conducted 262 standard financial extracts and 350 MIS custom reports and standard reports.

Strategic Partnerships

U.S. Bank has maintained partnerships with SAP Concur and Chrome River to help support commercial card and virtual payment programs for clients. Details of these relationships are presented below:

- SAP Concur—With more than 1,000 mutual clients, U.S. Bank and SAP Concur have enjoyed a long relationship that results in a smooth implementation and maximized data integration for mutual clients. SAP Concur is also data-certified to receive U.S.

Bank's global consolidated data feed to support international reporting needs.

- Chrome River—By working with Chrome River, U.S. Bank can collaborate closely to support mutual clients, whether that involves simple sharing of a data feed or coordination to support unique client requirements. Strategic agreements will allow organizations to fully integrate business travel payment and data-reporting tools with Chrome River's expense management solution. Cardholders can track expenses including out of pocket, make payments and reconcile expenses all in one place, using one password.

6.5 U.S. Bank shall be able to provide, at no cost, the entire banking information flat file at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP). At a minimum, file outputs will include CSV (comma delimited) format and XLS.

U.S. Bank can provide, at no cost, the entire banking information flat file at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP).

Financial Extracts
The industry standard financial extracts support the frequency offerings of daily or cycle based extraction and can be delivered via Access Online Data Exchange for manual retrieval or via FTP transmissions of Native FTP, Secure FTP, AS2, HTTPS or Connect: Direct via VPN and can be partnered with PGP Encryption for automation.

File Output
File outputs vary based on industry file outputs including ASCII- character fixed length Text, Variable length tab delimited and Excel (XLS). Additional options are available based on client designed custom financial extracts that include but are not limited to .DAT, CSV, XML and Text (TXT).

Reporting Output
Standard reporting output options include PDF, XLS and HTML, while active reports can also be exported with CSV and XML. The ad hoc reporting tool Flex Data, supports PDF, CSV and XLS.

6.6 System will have the ability to create custom extract files/mappers at no charge to the customer for automatic feed into their financial systems (i.e. SAP, Oracle, SMFA, SQL, PeopleSoft, Excel, etc.). This custom file will be created in such a manner that it can be imported into the Purchasing Entity's financial system with no interaction, special programming, or manual entry of transaction data.

U.S. Bank custom financial extracts/mappers are designed and developed by U.S. Bank's Extract, Transform and Load (ETL) Development group at no cost to the Purchasing Entity. ETL's primary purpose is to develop and support custom financial extracts/mappers, as well as industry standard financial extracts for clientele with output file counts exceeding 3,000 a day.

Request Process and Roles & Responsibilities
To request a custom financial extract/mapper, the Purchasing Entity may request support from their respective Relationship Manager, who in turn will request support from the U.S. Bank Technical Integration team for an assigned Technology Consultant.

A U.S. Bank Technology Consultant will work with the Purchasing Entity's technical resource(s) to understand the custom financial extract/mapper requirements. Based on the file specifications provided and by asking additional clarifying questions, including file type, standard financial

extract or general ledger extract, file layout, timing options, event triggers, distribution and notifications, the U.S. Bank Technology Consultant will work with the U.S. Bank ETL Development group to validate the design and business requirements based on the Participating State or Purchasing Entity's needs.

The U.S. Bank ETL Development group will use these specifications to develop the file requirements. Upon successful coding, U.S. Bank ETL Development group will provide test files for the Purchasing Entity's technical resource(s) to test and confirm that the code is successful. After receiving the Purchasing Entity's approval, the code will be moved to production.

Transmission Delivery
Regarding transmission delivery, U.S. Bank can provide a data transmissions with PGP Encryption via Secure FTP, Native FTP, VPN, Connect: Direct with VPN or AS2.

A U.S. Bank Technology Consultant will work with the Purchasing Entity's technical resource(s) to review the transmission protocol options and submit the request for the U.S. Bank Managed File Services team to engage in setup and connectivity testing with the defined technical resources. Testing is completed on both UAT and Prod transmission lines to validate connectivity with the passing of test files. Upon success of receipt and validation by the Purchasing Entity's technical resource(s), the transmission line will be moved to production.

Custom Reports
To request a custom report, Program Administrators can call or e-mail Service Point, or their designated Account Coordinator or Relationship Manager. Once the U.S. Bank representative understands the needs of the Purchasing Entity, they will submit a request to the MIS reporting department. The Program Administrator can also provide a file specifications document or sample report if available. Custom reports are typically created within three to five business days, depending on the complexity of the request, and can be delivered directly to the Program Administrator's data exchange box. Additionally, Access Online allows users to run standard and Flex Data ad hoc reports through the use of multiple selection, sorting and output functions.

Custom Financial Extracts by State
U.S. Bank has worked to integrate solutions with each individual Participating State's specific needs.

7. SECURITY; CONFIDENTIALITY & INTELLECTUAL PROPERTY

7.1 System will be PCI DSS compliant throughout the term of the contract.

7.2 System Electronic Data Interchange (EDI) standards will be compliant with ANSI ASC.

7.3 U.S. Bank and any Purchasing Entity may have access to, and each party may provide to another party, information that the owner of such information regards as confidential or proprietary. "**Confidential Information**" includes information of a commercial, proprietary, or technical nature whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information that a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information; (iv) the business, financial or technical information of each party and its respective affiliates; (v) each party's objectives, materials, financial results, technological developments and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies and other documents,

whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information.

Exceptions
Confidential Information does not include information that (i) is already rightfully known to the receiving party at the time it obtains Confidential Information from the disclosing party; (ii) becomes generally available to the public other than as a result of disclosure in breach of this Master Agreement, applicable Participating Addendum, or any other confidentiality obligations between the parties; (iii) is received on a non-confidential basis from a third-party reasonably believed to be authorized to disclose such information without restriction and without breach of this Master Agreement or an applicable Participating Addendum; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by a party without the use of any proprietary, non-public information provided by the other party.

U.S. Bank may (i) use and disclose a Purchasing Entity's Confidential Information to the extent necessary to maintain compliance with Network operating rules and regulations; (ii) use and disclose a Purchasing Entity's Confidential Information to the extent reasonably required to maintain compliance with and/or achieve the purposes of the Master Agreement or applicable Participating Addendum; or (iii) use and disclose a Purchasing Entity's Confidential Information to any entity or third-party to the extent that such data is aggregated or summarized, or presented in a manner that does not directly or indirectly identify such data as attributable to a Purchasing Entity or Cardholders for the purpose of data analytics and program optimization.

Portions of a Purchasing Entity's Commercial Card and transaction data are captured by third parties during the course of any transaction, including, any third party providers supporting the flow of the transaction, the Network, merchants, and merchant processors during the course of normal business operations. All such third parties shall not be considered an agent of U.S. Bank for purposes of this section.

Restriction and Care
Each party shall hold Confidential Information in confidence and disclose Confidential Information only to those employees or agents whose duties reasonably require access to such Confidential Information. Each party must protect Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but in no event, less than a reasonable degree of care to prevent unauthorized disclosure or duplication (except as required for backup systems) of such Confidential Information. Each party shall cause its agents and employees, to hold and maintain Confidential Information in confidence, and shall only use and disclose such Confidential Information for the purpose of performing its obligations, exercising its rights, or enforcing its rights under the Master Agreement or an applicable Participating Addendum, or as otherwise expressly permitted by the Master Agreement or an applicable Participating Addendum.

Disposition of Confidential Information
Upon termination of the Master Agreement or an applicable Participating Addendum, each party shall immediately, upon election by the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that is the sole property of the disclosing party; provided, that U.S. Bank may retain particular transaction data with respect to the Commercial Cards as is necessary to perform its billing functions and to maintain compliance with the Network operating rules and regulations. Upon written request, the recipient will provide the disclosing party written certification of destruction of any Confidential Information. U.S. Bank and

Purchasing Entity may retain one copy of Confidential Information for archival purposes in accordance with applicable law, rule, or regulation. The receiving party shall return any Confidential Information maintained in an electronic format to the disclosing party in an industry standard format or, at the option of the owner, deleted and removed from all computers, electronic databases, and any other media.

Compelled Disclosure
Each party shall promptly provide, to the disclosing party, notice of any order by a court or governmental agency to disclose any Confidential Information, so the disclosing party may seek an appropriate protective order. U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information, and under such circumstances, U.S. Bank is excused from notifying the Purchasing Entity of any disclosure of Confidential Information thereunder. Each party shall disclose Confidential Information only to the extent required by applicable law.

Non-Publicity
Any Purchasing Entity shall not make any "case study," testimonial, press release, or other public announcement regarding the Master Agreement or an applicable Participating Addendum or any activities performed hereunder or thereunder, unless required to do so by applicable law. Any Purchasing Entity shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Purchasing Entity seeks to release that contains U.S. Bank's identity. The Purchasing Entity shall provide U.S. Bank with at least 15 business days to review and respond to any such request for approval.

Open Records
Nothing in this section shall be construed to limit or prevent a Purchasing Entity from disclosing information to the extent required under the open records laws or regulations applicable to such Purchasing Entity.

7.4 Appropriate reporting procedures are identified by Information Protection Services (IPS) on an as needed basis and approved by the Information Security Steering Committee (ISSC) to ensure information security events and weaknesses associated with information systems are communicated allowing timely corrective action to be taken. Responsibilities and procedures are in place to handle information security events and weaknesses effectively once they have been reported. A process of continual improvement is applied to the response activities and overall management of information security incidents. As necessary, evidence is collected for root cause analysis and extent of damage, to provide a determination of culpability or to comply with regulatory requirements. Throughout this process the integrity of the evidence is maintained to meet forensic requirements. U.S. Bank periodically exercises its Computer Security Incident Response Plan in accordance with regulatory requirements and to ensure procedures are adequate to manage U.S. Bank 's response to a security incident.

The Global Monitoring and Detection team and Computer Security Incident Response Team (CSIRT) partner with a Global Security Services Provider to provide 24x7x365 security monitoring and incident response services. The Global Security Operations Center ("GSOC") is staffed around the clock with qualified information security experts. Internally, U.S. Bank maintains a staff of intrusion detection and Security Information and Event Management ("SIEM") experts who are on call 24x7x365 to investigate any incidents reported by the Instruction Detection Systems (IDS) or escalated by the GSOC provider.

U.S. Bank utilizes several different products to identify intrusion attempts. Standard operating procedures exist to monitor suspicious activity and identify use cases for alerting. IPS has multiple controls in place including, but not limited to, Distributed Denial-of-Service ("DDoS") monitoring, web log monitoring, IDS and malware content controls and file integrity monitoring for high risk systems.

Logs from various security technologies are ingested by the SIEM monitoring tool to alert on anomalies and misuse cases. After an alert is triggered in the SIEM, it is investigated and automatically routed into the security case management tool. A security analyst is assigned to investigate the issue to determine which incident response procedure is applicable, per CSIRT guidelines.

U.S. Bank has a team of trained incident response experts and teams dedicated to responding to cybersecurity incidents and events including the following:

- Global Threat Detection and Event Management: U.S. Bank 's 24x7x365 monitoring by security professionals providing first line of support.
- Global Security Monitoring and Detection: IPS team of security professionals in charge of system deployment, support, configuration and analysis for security systems and events.
- Computer Security Incident Response Team: IPS team of cyber security professionals track down, investigate and mitigate threats.
- Cyber Intelligence: A variety of external information sources, including:
- Security Tools: A variety of software tools used to protect, detect, mitigate, block and analyze threats.
- External DDoS Services: U.S. Bank uses specialized protection services from internet service providers for large-scale attack detection and mitigation strategies.

7.5 U.S. Bank shall provide prompt notice to Participating States and Purchasing Entities in the event that U.S. Bank becomes aware that Personal Data of the Participating State and or Purchasing Entity's has been compromised as a result of a breach of security at U.S. Bank, its Affiliates or its Agents. Notifications to impacted customers will be based on applicable federal or state notice requirements and notice to corporate clients will be delivered by the relevant business line under the terms of the applicable client agreement.

7.6 U.S. Bank publishes and maintains enterprise-wide information security policies establishing requirements to protect information assets. U.S. Bank performs vulnerability scans (external and internal), incident and threat monitoring using applicable security advisories and security baseline management of systems platforms.

U.S. Bank provides solutions and services that encompass efficient and effective business processes, security monitoring, detection, prevention, incident response and centralized reporting and trending. These solutions and services manage risk to support secure and sustainable information technology services to meet the needs of U.S. Bank's internal and external customers.

7.7 U.S. Bank will provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

Enterprise information assets are protected from disclosure, modification, deletion or loss in accordance with the sensitivity of the information and the risks associated with its disclosure to

unauthorized individuals. U.S. Bank has established handling procedures and access controls commensurate with the data for each information classification. Handling practices related to storage provide reasonable protection of information, regardless of form, against unauthorized disclosure.

U.S. Bank's Information Security policies, along with the Clean Work Area Guidance ("Guidance"), provide the framework for personnel to protect information while handling it at their desks and in their work areas. The Guidance describes what personnel will do to maintain a clean work area while handling confidential information and helps personnel understand how to handle non-public information based on the classification, location and volume of information.

Protection may include hardware, software or other mechanisms to appropriately control access to U.S. Bank Confidential or U.S. Bank Personal information. Information classified as Personal is not to be used or requested in business processes that do not strictly require it. U.S. Bank personnel are not allowed to divulge, use or attempt to access customer information except in a manner consistent with stated services to the customer and for authorized business purposes. Non- Disclosure Agreements will reflect this intent. Personal information will not be copied from secure locations. This includes dedicated application databases or other locations where access is limited by role and is transferred to locations not managed with the same access controls. However, if the storage is temporary to support a business need, the file is removed or deleted immediately after the business need is fulfilled.

7.8 Enterprise information assets are protected from disclosure, modification, deletion or loss in accordance with the sensitivity of the information and the risks associated with its disclosure to unauthorized individuals. U.S. Bank has established handling procedures and access controls commensurate with the data for each information classification. Handling practices related to storage provide reasonable protection of information, regardless of form, against unauthorized disclosure.

U.S. Bank's Information Protection Program has policies with requirements for prevention of unauthorized physical access, damage and/or interference to enterprise premises and information, including those related to the areas where critical or sensitive information is processed and handled.

Equipment and information systems are protected from physical and environmental threats. Protection of equipment (including equipment used off-site and the removal of property) is necessary to reduce the risk of unauthorized access to information and to protect against loss or damage, including storage and disposal. Special controls are designed as needed and required to protect against physical threat, such as the appropriate electrical supplies and cabling infrastructures.

The Data Loss Prevention ("DLP") program identifies and protects sensitive data from being shared with unauthorized parties. The DLP program also includes the implementation and application of security policies, procedures and technical solutions to significantly lower the risk of data leakage.

7.9 U.S. Bank's Enterprise Preparedness Program establishes and supports U.S. Bank organization's Business Continuity and Contingency Planning Program. The program is designed to evaluate the impact of significant events that may adversely affect customers, assets or employees. This

program helps ensure that U.S. Bank and its applicable affiliates can recover mission-critical functions and applications, thereby meeting fiduciary responsibility to stakeholders and complying with the requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Financial Industry Regulatory Authority (FINRA) and the Office of the Superintendent of Financial Institutions (OSFI). In addition, U.S. Bank will have met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bank Board of Directors approves the U.S. Bank Enterprise Preparedness Policy annually and key issues and status are reported to the Board and senior executives on a periodic basis.

Crisis Management (CM) manages and coordinates the enterprise response to adverse events that threaten to harm organization, stakeholders, employees, assets or reputation. The enterprise response focuses on the safety of all employees, customers and assets of U.S. Bank; minimizing disruption of service and/or inconvenience to customers; returning to a business-as-usual state as quickly as possible; and limiting any potential liability of the organization.

Additionally, CM maintains situational awareness and facilitates CM planning, conducts training, tests, exercises and maintains the emergency notification system. Crisis Management oversees the information flow between our lines of business, tiered response teams and executive management. The tiered incident response teams consist of the following:

- Executive Crisis Management Team
- First Response Executive Team
- International Response Team
- Emergency Response Team

The U.S. Bank Pandemic Preparation and Response Plan was developed in partnership with senior leaders and other critical support departments to prepare for the possibility of pandemic flu in the same way that U.S. Bank prepare for other events that could affect employees, customers and communities. The plan was prepared in communication with public officials, pandemic planning experts, various state and local organizations and other financial institutions and businesses. The plan augments procedures already in place as part of the existing Enterprise Preparedness Program and outlines strategies to mitigate the impact of a pandemic upon company, employees and customers.

U.S. Bank has resources dedicated to the Enterprise Preparedness Program and detailed Business Continuity Plans and Disaster Recovery Plans for the restoration of critical processes, applications, infrastructure and operations. Key features of planning process include:

- Employee safety strategies and communications/notifications
- Systems and telecommunications accessibility
- Alternate physical site location and preparedness
- Emergency notification processes and systems
- System and data backup and recovery
- Pandemic and high employee absenteeism

The Enterprise Readiness Services department coordinates strategy, planning, testing, reporting and monitoring of the U.S. Bank Enterprise Preparedness Program across the organization. The

Enterprise Preparedness group has set forth guidelines which incorporate industry best practices for recovery of critical business units, recovery of technology and emergency and crisis management response and integrates the program into the overall risk management framework.

- Criticality assessments—The Criticality assessments are used in the determinations of business process and application recovery time objectives, which addresses impacts based on financial, operational, reputational and regulatory risk factors.
- Business impact analysis (BIA)—The BIA measures the effects of resource loss and escalating losses over time in order to provide management with reliable data upon which to base risk mitigation and continuity planning. BIA is reviewed biennially in conjunction with plan.
- Threat vulnerability—U.S. Bank's Enterprise Preparedness Program utilizes a Threat Vulnerability Analysis (TVA) process, biennially, to assess the risk of major natural hazard events and the impacts of those events on U.S. Bank corporate locations and the mission critical processes/technologies executed at those locations. This analysis drives strategic recovery planning for continuity of operations for these processes and technologies at the selected locations. The planning process assists in mitigating the potential concentration risk exposure of a single natural hazard or man-made event to any particular location or process.

7.10 U.S. Bank (the Company) risk Management Organization and Framework is derived from established regulatory guidance as well as proven risk management practices and principles that have evolved over time. Executive management is responsible for developing strategic and financial plans that align with the Company's risk appetite and for effective execution of the Company's various Risk Management Processes. Consistent application of the Company's Risk Management Framework across risk types as well as Business Lines (BLs) support functions, Risk Management and Compliance (RM&C) and Corporate Audit Services supports a comprehensive and systematic approach to managing the Company's risk-taking activities.

Risk Governance and Oversight

The Company's risk governance and oversight approach ensures clear lines of risk management accountability and a structured escalation process of key risk information. The Board of Directors of U.S. Bank, principally through its Risk Management Committee (RMC) and its Audit Committee, performs the highest level of oversight. Management oversight of risk management activities is directed by the Executive Risk Committee (ERC), which is chaired by the Company's Chief Risk Officer (CRO). The ERC is further supported by Senior Operating Committees, each responsible for a specified risk category.

Risk Management—Three Lines of Defense

The Company's risk governance and oversight structures are supported by a risk organization that employs a Three Lines of Defense model for establishing a system of checks and balances. The Company's approach is consistent with sound risk management principles and industry best practices.

The design of the Company's Three Lines of Defense model, including reporting lines, talent and performance management activities and compensation programs helps establish line of defense functions with expertise and stature necessary to deliver critical insight and assessment, as well as sustain credible challenge.

Many of the Company's activities require coordination across BLs, RM&C and support functions. Accordingly, the First Line of Defense and Second Line of Defense work together to establish maintain and demonstrate effective end-to end processes and controls.

First Line of Defense

The First Line of Defense is responsible for identifying, assessing and managing risks associated with its activities in compliance with established boundaries such as risk appetite, risk limits and policies. For critical processes, especially those that impact the customer, the First Line of Defense will establish controls and other appropriate risk responses designed to "do things right the first time." Further, the First Line of Defense will establish mechanisms (that is, Quality Control and Quality Assurance) to self-detect and correct any errors in a timely manner.

The First Line of Defense role aligns with the Company's revenue-generating BLs; their activities warrant robust independent oversight to ensure risks are managed within established parameters. The Business Line Chief Risk Officer (BL CRO) is the senior-most risk position within each of the Company's BLs and support functions. BL CROs report directly to a Vice Chair or Managing Committee member and indirectly to the Company's CRO. The BL CRO is responsible for operating a BL or support function risk management program that supports compliance with the Company's Risk Management Framework and Risk Appetite Statement requirements. BL CROs also serve as key liaisons to Second Line of Defense Functions.

Second Line of Defense

The Second Line of Defense is primarily comprised of the Company's independent risk management organization, RM&C, which reports directly to the Company's CRO. Additionally, Support Function processes may fulfill Second Line of Defense responsibilities for certain risk-taking or risk management activities.

The Second Line of Defense helps translate risk appetite and strategy into actionable risk limits and policies, which are set by designated Operating Committees within the Company's Risk Governance and Oversight Committee Structure. The Second Line of Defense shares responsibility with the First Line of Defense for implementing limits and policies and monitors the First Line of Defense for conformity with those items. Furthermore, the Second Line of Defense provides reporting and escalation of emerging risks and other concerns to senior management, designated Operating Committees, the ERC as well as the RMC.

To satisfy the underlying separation-of-duties principle for Support Functions, RM&C provides both independent risk management and independent oversight and assessment, as appropriate. All Support Function and Business Line activities are subject to Risk and Control Self-Assessment requirements and independent risk management by Operational Risk Management.

Operational Risk Management

Operational Risk Management (ORM) provides oversight of the Company's Operational Risk Policy and Framework. The ORM function promotes risk identification, assessment, measurement and control of material risks tied to people, process, systems or external events. ORM sets operational risk appetite limits; deploys risk assessment measurement tools; establishes central standards to ensure consistent business use and compliance with Framework components; and monitors remediation activities, including conducting bank-wide root cause analysis.

The ORM Framework is designed to protect the Company from financial loss associated with operational risk events, protect the Company's reputation, customers, employees and ensure compliance with regulatory requirements and supervisory expectations. Consistent with the Three Lines of Defense model, ORM supports and oversees effective First Line of Defense implementation of operational risk limits, policies and other requirements.

Third Party Risk Management (TPRM)
The Company's TPRM process is designed to ensure that the Company's third parties comply with Company standards and regulatory requirements. TPRM monitors current third parties, facilitates risk assessments and provides oversight of First Line of Defense compliance with the Company's TPRM policy and processes. Overview of the U.S. Bank TPRM Program is available upon request.

Corporate Compliance
The Corporate Compliance Program features seven key elements: Compliance Governance and Oversight, Culture of Compliance, Identify and Assess Compliance Risks, Control and Mitigate Compliance Risks, Test and Monitor Compliance Risks, Take Corrective Action on Compliance Issues and Executive Reporting. The Company relies on compliance risk assessments to assess and report its risk of legal or regulatory sanctions, financial loss or loss to reputation due to a failure to comply with laws, rules and regulations. Compliance risk is broader than the risk of violating a particular compliance requirement, as it includes risk of harm to customers and risk to the Company's reputation that could result from sanctions and related negative publicity.

Assessing compliance risk is a joint responsibility of Corporate Compliance, BL management and First Line of Defense employees. The collaborative risk identification and measurement process helps ensure the BLs manage compliance risk (that is, apply focus and resources) and informs all other compliance activities. The goal is a comprehensive view of compliance risk that is current, credible and reportable by business, product and Compliance Requirement.

BLs have primary responsibility for control activities and establish and maintain controls appropriate to ensure adherence with Compliance Requirements. Therefore, each BL will understand and document its key business processes, the compliance risks associated with those business processes and the key compliance controls designed to mitigate or manage those risks. Corporate Compliance provides regulatory compliance expertise through the Compliance Risk Management Specialist role to BLs in designing and documenting effective compliance controls, as well as establishing BL control effectiveness criteria.

Third Line of Defense
Corporate Audit Services is responsible for providing the Audit Committee and senior management with risk-based, independent assurance services designed to evaluate and improve the effectiveness of risk management, control and governance processes of the Company, affiliates, wholly owned subsidiaries and entities where the Company owns a majority (controlling) interest. This auditing framework results in an affirmative statement across the First and Second Lines of Defense regarding the state of controls as well as the state of risk management.

7.11 Security. "Secured Information" means information regarding Commercial Cards, passwords, personal identification numbers, and other sensitive information or Confidential Information of either party.

Any Purchasing Entity will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Purchasing Entity's own proprietary information and shall endeavor to install and maintain reasonable cybersecurity defenses to protect against unauthorized use or access of Secured Information or Access Online.

7.12 Intellectual Property.

U.S. Bank Intellectual Property. U.S. Bank, or its affiliates, is the owner or licensee of any and all Intellectual Property or other proprietary right associated with U.S. Bank products and services, including, but not limited to, the Commercial Card program, related materials, and derivatives. Except as expressly stated in the Master Agreement or applicable Participating Addendum, Purchasing Entity shall not use, copy, redistribute, publish, or retransmit any portion of U.S. Bank products or Intellectual Property without the express written consent of U.S. Bank. Purchasing Entity shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through U.S. Bank. Nothing in this Section, the Master Agreement, or applicable Participating Addendum grants any ownership right to Purchasing Entity. U.S. Bank remains the sole owner of any and all its Intellectual Property.

Purchasing entity Intellectual Property. Purchasing Entity is the owner or licensee of any and all Intellectual Property or other proprietary right associated with Purchasing Entity's name, trademarks and service marks. U.S. Bank shall not use, copy, redistribute, publish, or retransmit any portion of Purchasing Entity's Intellectual Property without the express written consent of Purchasing Entity. U.S. Bank shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through Purchasing Entity. Purchasing Entity remains the sole owner of any and all its Intellectual Property.

Software License.
Subject to a Purchasing Entity's compliance with this Section, U.S. Bank grants each Purchasing Entity a non-exclusive, non-transferrable license to use and access Commercial Cards on U.S. Bank's or U.S. Bank's third-party licensor's software.

U.S. Bank, or its third-party licensors, retains all rights, title, and ownership of the Commercial Cards (but not the Commercial Card data) and software, any documentation provided with the Commercial Card or software, and any works derived from the software or U.S. Bank or its third-party licensors' Intellectual Property. U.S. Bank asserts that the software is protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any property rights not granted in this Section are reserved by U.S. Bank or its third-party licensors.

U. S. Bank or its third-party licensors may, from time to time, provide updates of the software. Such updates replace the software initially licensed to a Purchasing Entity and do not constitute an additional license to use the software.

Any Purchasing Entity may not (i) reverse engineer, decompile, or disassemble the software, or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access except as provided by U.S. Bank; (iv) disclose part or all of the software to any third parties except as explicitly authorized by U.S. Bank; (v) use all or part of the software to advise, consult, or otherwise assist any third parties except as explicitly

authorized by U.S. Bank; and (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank's business.

Any Purchasing Entity shall permit U.S. Bank reasonable access to any records, systems or operations to ensure that such Purchasing Entity is in compliance with the license granted in this section.

8. CUSTOMER SERVICE

Customer service and support are key to the successful operation of any card program.

8.1 U.S. Bank will provide at least one (1) designated Relationship Manager assigned to each Participating State. Relationship Manager may provide service to multiple states as long as service level meets each of the Participating State's requirements.

8.2 Relationship Manager will be familiar with all aspects of Category 1 – Purchase Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

8.3 Relationship Manager will be available to Program Administrators and Master Agreement Administrators Monday through Friday during the Participating State's regular business hours.

8.4 Relationship Manager will provide managing account support to Program Administrators and contract support to Master Agreement Administrators in each state.

8.5 U.S. Bank will provide at least one (1) designated Account Coordinator assigned to each Participating State to support all Purchasing Entities within that state. Account Coordinator may provide service to multiple states as long as services level meets each Participating State's needs.

8.6 Account Coordinator will be familiar with all aspects of Category 1 – Purchase Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

8.7 Account Coordinator will be available to Program Administrators Monday through Friday during the Participating State's/Entity's regular business hours.

8.8 Account Coordinator will provide day-to-day account management support to Program Administrators and Cardholders.

8.9 U.S. Bank will provide a domestic and international toll-free numbers available to cardholders 24/7/365.

8.10 U.S. Bank has deployed a number of Relationship Managers specifically engaged in the NASPO ValuePoint program. These Relationship Managers have worked with the program throughout its entirety and have built meaningful, collaborative relationships. U.S. Bank is providing at least one (1) designated Relationship Manager assigned to each Participating State. In some States, up to three (3) designated Relationship Managers support the Purchasing Entities depending on the size and scope.

The current Relationship Managers are familiar with all aspects of the Category 1 Purchase Card agreement and services. The Relationship Managers supporting the Participating State's today have an average of 14 years managing these States and are assigned exclusively to Public Sector. Relationship Managers are geographically dispersed to better serve our clients across the United States and are strategically located in regions near their Participating States or are at least located in a comparable time zone. They are available Monday through Friday during the Participating State's regular business hours and will provide Managing Account support to Program

Administrators and contract support to Master Agreement Administrators.

U.S. Bank's Relationship Managers are dedicated to providing ongoing consultation for program growth and best practices. Relationship Managers are available to hold account reviews and will discuss program performance, benchmarking, statistics and opportunities for growth. Coupled with industry expertise, Relationship Managers are provided with the tools necessary to assist in developing and maintaining a winning commercial card program. Participating States and Purchasing Entities will have access to U.S. Bank and industry statistics, comparative practice studies and case studies, as well as performance and assessment tools. Relationship Managers will use these tools to assist in identifying opportunities for program growth and moving spend to a more efficient program and away from traditional check payments. U.S. Bank will provide the Participating States and Purchasing Entities with a wealth of information and support that will encourage program growth and adherence to industry best practices.

If additional States choose to join the program, U.S. Bank has the depth of resources available to help the growth of the program.

In addition to the designated Relationship Managers, U.S. Bank has designed two Account Managers to assist in supporting the various Purchasing Entities who spend $2,000,000 in annual charge volume or less. These Account Managers function in the same capacity as a Relationship Manager for the Purchasing Entities but rely on the Participating State Relationship Manager designed above for overall program support and guidance.

8.11 U.S. Bank will provide at least one (1) designated Account Coordinator assigned to each Participating State, and to support the largest Purchasing Entities participating under the respective State. Additionally, U.S. Bank will provide a designated team of Account Coordinators to support all Purchasing Entities within that State, providing day-to-day account management support. These Account Coordinators will be trained on all aspects of Category 1 – Purchase Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

In addition to the standard Account Coordinator training that all new employees receive, the Account Coordinators who support Participating States and Purchasing Entities go through a Public Sector/Higher Education Certification Training program. This training program includes a review of processes, policies, nuances, exceptions, program structure and Relationship Management mentorship. This additional training ensures that Account Coordinators assigned to program members are fully prepared to support this diverse program.

The Account Coordinator team is available Monday through Friday in the U.S. from 5 a.m. to 5 p.m. PST to support clients, including Program Administrators, with day-to-day questions and concerns, including the following requests:

- Account inquiry
- Manual authorization request
- Access Online reporting
- Company billing address change
- Fee inquiry
- Association Liability Insurance inquiry
- Statement discrepancy
- Cardholder name change or Social Security Number (SSN) correction
- Rush card delivery (fees may apply)
- Missing or misapplied payment

- Credit balance refund
- Program benefits and enhancements
- Past due account unblocking or reinstatement
- Standard Industrial Classification (SIC)/Merchant Category Code (MCC) blocking change

8.12 U.S. Bank will provide a designated customer service team familiar with all aspects of Category 1 of the Commercial Cards Solutions Master Agreement and the Participating State's Participating Addendum in order to provide consistent, relevant, and effective front-line customer service via phone or on-line, 24/7/365. The designated customer service team may provide service to multiple states as long as customer service level meets each Participating States' requirements.

The Customer Service managers, supervisors and trainers are all seasoned and familiar with the NASPO ValuePoint card program and incorporate their knowledge through their training protocol of new team members (such as identifying that an account belongs to a Participating State or Purchasing Entity, verifying a Program Administrator, responding to natural disasters and other emergencies, etc.).

Additionally, Client Services and Relationship Management collaborate with Customer Service management through the life of the contract to keep them up to date on any changes that occur to the various NASPO ValuePoint program agreements, especially items pertinent to Customer Service support.

U.S. Bank's in-house, 24/7/365 Customer Service Center is available toll-free and is fully dedicated to Cardholders. Cardholder customer services achieved a 91 percent top box score in overall Cardholder satisfaction and a 92.3 percent First Call Resolution in 2018.

U.S. Bank's two U.S.-based call centers are in Fargo, North Dakota and Coeur d'Alene, Idaho, while the Fraud Call Center is in Overland Park, Kansas.

Customer Service Representatives can assist with:

- Lost or stolen card reports
- Cardholder Transaction Information
- General Account Information
- Reporting Fraud
- Account balance and status
- Card replacement
- Card Delivery inquires
- Manual authorization
- Resetting passwords for Access Online
- Card activation support
- Address changes
- Account closures
- Cardholder Transaction Information
- Decline Transaction Inquiries
- Spending limit availability
- Payment due dates and mailing addresses
- Sales draft and dispute requests and inquires
- Statement transaction inquires
- General Cardholder navigation for Access Online
- Making a payment

Emergency Protocol

U.S. Bank has designed an Emergency Response Protocol that is specific to the NASPO ValuePoint programs. In the case of an emergency, customers should contact the Customer Service Center for assistance. A Customer Service Manager with the necessary authority will be available to address their needs.

8.13 U.S. Bank Customer Service is available 24/7/365, providing after-hour, holiday and weekend coverage for Cardholders. Customer service centers, located in Fargo, North Dakota and Coeur

d'Alene, Idaho, are fully staffed by U.S. Bank employees every day of the year. U.S. Bank will not utilize a 3rd party for Customer Service.

8.14 The level of communication is determined by the severity of the issue and who is affected. If a major issue occurs, a client communication is produced by U.S. Bank and sent to Program Administrators by the Account Coordinator, Relationship Manager, or U.S. Bank's communications team. These communications will acknowledge and describe the issue that has occurred, the status of fix or timeline and express the planned resolution.

For smaller scale issues, U.S. Bank would reach out on a case by case basis based on client impact. Under these circumstances, a Relationship Manager or Account Coordinator would reach out to the Program Administrator to communicate the issue. Additionally, there are circumstances in which the Relationship Manager would meet with the clients on a regular basis to review the minor defects or issues.

Ongoing Technical Support
The Technical Help Desk is staffed 24/7/365 for Program Administrators at 877.452.8083. or via email at accessonlinesupport@usbank.com. Program Administrators would contact the Technical Help Desk with all Access Online system related questions.

Cardholders may utilize the Customer Support Area for general navigation and password resets; all other card program or system-related concerns should be directed to the Cardholder's Program Administrator.

Upon receiving a call from a client, the Help Desk classifies the call into two general groups:

- System Issues—If the caller indicates a connectivity issue or system error, the Help Desk will immediately validate the concern and report it to the Client Services Group (CSG), U.S. Bank's corporate response team for application, system or technical infrastructure problems. The CSG prioritizes and resolves issues according to client impact, with Severity 1 issues resolved within four hours, Severity 2 issues resolved within eight hours and Severity 3 issues resolved within three business days.
- Access Online Support—After determining that the call is not a system issue, the Help Desk identifies and logs the call into Connex, U.S. Bank's enterprise solution for issue tracking and resolution. Concerns, questions or issues that the Help Desk Representative cannot immediately answer are researched. If not resolved within two hours, the concern, question or issue is directed to Business Functional Analysts.

Issues and requests falling to Business Functional Analysts are generally caused by data anomalies or are very technical in nature, requiring in depth research and analysis and, quite likely, system development for resolution. Because Business Functional Analysts are directly responsible for managing Access Online system defects and change requests, they are perfectly aligned to address these types of requests.

8.15 Participating States and Purchasing Entities will need the support of a secure and knowledgeable team at all hierarchical levels of the Program.

U.S. Bank has supported the public sector state and local governments for more than 25 years. The NASPO ValuePoint program is considered a strategic partnership for U.S. Bank and a critical component of new hire and refresher training programs.

Relationship Managers are the focal point of U.S. Bank hierarchal level and the ones responsible for ensuring everyone below, above and lateral to them is aware of the requirements of the Master Agreement and Participating Addendums. These Relationship Managers responsible to

ensure that everyone throughout the organization understands the importance of these programs, nuances, exceptions, sensitivities and changes to client expectations.

Relationship Managers ensure that all areas of the organization are knowledgeable on the various NAPSO card programs. They regularly engage and consult with various functional groups within U.S. Bank Corporate Payment Systems, such as Customer Service, Technical Help Desk and Client Services (Account Coordinators and their management). All levels of the organization are kept informed from Administrators, Supervisors, Managers and Senior Management.

Relationship Managers will also engage and inform various subject matter experts and leaders throughout the bank, for example U.S. Bank Implementation, the Card Setup and Maintenance Department, our Management Information Systems department, the Business Functional Analysts, our Product/Technology and Development Departments, Credit/Risk Management, Wholesale Banking, Treasury Management and more.

U.S. Bank will have Relationship Managers who are designated for each State program. In addition, the Vice President Relationship Manager oversees training and communication for the entire NASPO ValuePoint program.

In addition to public sector certification training, U.S. Bank will communicate with management, managing directors and executive level leaders, providing regular updates on the status of these NASPO ValuePoint relationships, both through reporting and executive calls. The Relationship Manager is also responsible for being a liaison between the customer and customer service, ensuring customer service is familiar with the nature of relationship, expectations of the client and special needs, such as emergency response protocol designed specifically for NASPO ValuePoint States.

8.16 U.S. Bank will benchmark customer service.

U.S. Bank's internal customer service benchmarks are set around basic assistance and telephone service. For basic assistance, U.S. Bank's performance benchmark is set at being available 24/7/365 to respond to account inquiries and problems. Regarding telephone service, U.S. Bank's benchmarks include answering at least 84 percent of all incoming calls within 30 seconds, as well as allowing no more than 4 percent of incoming calls to be abandoned from the queue. These benchmarks are defined based off customer feedback and internal analysis of service structure. U.S. Bank will meet these service benchmarks more than 99 percent of the time.

Monitoring and Adjusting Benchmarks
Through U.S. Bank's Command Center, designated supervisors and managers in Customer Service monitor performance metrics of customer service teams around the clock. Adjustments are made to staff as needed. In addition, daily reports of performance are being distributed and reviewed by a broader management team, including Client Services Management, to ensure U.S. Bank is meeting the performance standards for customers.

U.S. Bank will review a number of variables including timing and volume. This information assists in determining when system, process or staff changes are needed and how to act on the change.

8.17 U.S. Bank will have an established escalation process.

The U.S. Bank issue resolution protocol is structured to empower U.S. Bank's service representatives, supervisors and managers to resolve a broad range of problems appropriate to their position within Cardholder Service, Relationship Management and U.S. Bank Corporate Payment Systems as a whole.

An overall escalation process follows the structure outlined below. To ensure that service is not subject to repeating issues, client issues are tracked and reported to senior management:

- Customer Service / Technical Help Desk / Client Services / Relationship Management—
  - The majority of program issues are resolved within first line of support.
- Escalation Team / Manager / Supervisor—U.S. Bank standard protocol is to escalate to the first management level. If the issue is not resolved at this level, the item is reported to the General Manager for tracking and resolution.
- Senior Manager—The last stop for escalations, given that they have full control over the business line.

Cardholder Issue Resolution

If a Cardholder experiences difficulties with their card, they should not hesitate to contact U.S. Bank Customer Service using the toll-free number on the back of the card. Cardholders will receive immediate assistance on matters such as billing, lost or stolen card procedures, declined transactions, disputes and a variety of other issues.

Should the Cardholder feel the Customer Service Representative is not resolving the issue to their satisfaction, U.S. Bank will encourage the Cardholder to request to speak with a supervisor. The call will then be escalated until the matter is successfully resolved.

If a Program Administrator is informed that a Cardholder's experience was not satisfactory, U.S. Bank will encourage them to escalate the issue to their Account Coordinator and copy the designated Relationship Manager on the outreach. The Account Coordinator will address any immediate needs and the Client Service Management team will then work with Customer Service leaders to address the issue.

Technical Help Desk Overview

The Technical Help Desk is staffed 24/7/365 for Program Administrators at 877.452.8083. or via email at accessonlinesupport@usbank.com and via online Chat. Program Administrators would contact the Technical Help Desk with all Access Online system related questions.

Cardholders may utilize the Customer Support Area for general navigation and password resets; all other card program or system-related concerns should be directed to the Cardholder's Program Administrator.

Upon receiving a call from a client, the Help Desk classifies the call into two general groups:

- System Issues—If the caller indicates a connectivity issue or system error, the Help Desk will immediately validate the concern and, if required, will escalate to Business Production Support (BPS), U.S. Bank's corporate response team for application, system or technical infrastructure problems. BPS prioritizes and resolves issues according to client impact, with Severity 1 issues resolved within four hours, Severity 2 issues resolved within eight hours and Severity 3 issues resolved within three business days.
- Access Online Support—After determining that the call is not a system issue, the Help Desk identifies and logs the call into Connex, U.S. Bank's enterprise solution for issue tracking and resolution. Concerns, questions or issues that the Help Desk Representative cannot immediately answer are researched. If not resolved within two hours, the concern, question or issue is directed to Business Functional Analysts.

Issues and requests falling to Business Functional Analysts are generally caused by data anomalies or are very technical in nature, requiring in depth research and analysis and, quite likely, system

development for resolution. Because Business Functional Analysts are directly responsible for managing Access Online system defects and change requests, they are perfectly aligned to address these types of requests.

8.18 To support U.S. Bank's commitment to Participating State and Purchasing Entity program success and to maximize the benefits of the commercial card program, U.S. Bank will provide a consultative client engagement process called AP Optimizer (formerly known as Program Optimization Analysis). U.S. Bank employs a team dedicated to assist U.S. Bank Relationship Managers with the benchmarking and best practice analysis of their clients' programs. AP Optimizer is available to Program Administrators, Managers, Directors and Executives for NASPO ValuePoint's Participating States and Purchasing Entities. If interested in this service, the Participating State or Purchasing Entity may contact their designated Relationship Manager.

U.S. Bank's process covers a best practice diagnostic, accounts payable analysis and access to industry benchmark data, a unique process that differentiates U.S. Bank from competitors by offering:

- Benchmarks of Participating State or Purchasing Entity performance against leading-industry measures
- Scorecard metrics in comparison to peer industries across the U.S. Bank portfolio
- Best-practice recommendations for process improvement and program expansion
- Targeted supplier opportunity reports used to capture and enable suppliers that are currently paid by more than one payment method
- Actionable business cases that demonstrate the financial value and recommendations for implementation
- Tracking of efforts through progress reporting used to track alignment to optimization goals
- On-going analysis of A/P operations to identify best practice opportunities

Payment Solutions Consultant

To further serve the Participating States and Purchasing Entities, as well as provide valuable resources to Program Administrators, Managers, Directors and Executives throughout NASPO participants, U.S. Bank recently announced the addition of a payment solutions consultant to the Corporate Payments Systems team.

Supplier Enablement

U.S. Bank has a robust and unique supplier enablement program that provides many tools at participant's disposal for gaining the maximum virtual card adoption. Through collaboration with U.S. Bank's subsidiary— Elavon Merchant Services (Elavon)—as well as other innovative approaches, U.S. Bank have access to exclusive merchant acceptance. Supplier Enablement is a service offered for any new or existing clients using Virtual Pay solution. In consultation with a Participating State or Purchasing Entity's Program Administrators, Managers and Directors, a dedicated U.S. Bank Supplier Enablement Manager develops a custom program that targets both accepting and non-accepting merchants through a broad solution set, described below:

- Elavon Merchant Acquiring Business—U.S. Bank is one of only two financial institutions that owns its own payment acquiring business. U.S. Bank has trained a specific subset of sales team to be versed in supplier enablement and business-to-business solutions; specifically, with calling suppliers that do not currently accept credit cards.
- Merchant Online Self-Enrollment Portal—During supplier enablement campaigns, U.S. Bank offers the option to send suppliers a simple online link to enroll in the

program. This often serves as an effective "phase one", quickly and efficiently enrolling those suppliers who are already educated on the benefits of card acceptance.

- Supplier Proxy Pay—U.S. Bank recognize that some strategic suppliers will only accept card payments via receivables websites, IVRs and call centers. As a result, U.S. Bank will offer Proxy Pay as a complimentary service in which the Participating State or Purchasing Entity provides authorization for U.S. Bank to process payments and U.S. Bank's supplier enablement team will take care of the rest.

Supplier Support

U.S. Bank understand that resources are often limited. One of the benefits of our Virtual Pay program is our Supplier Support help desk, available Monday through Friday from 7 a.m. to 6 p.m. CT. This team will assist Program Administrators and suppliers with daily payment related questions or concerns, should they arise. The toll-free number and email address for the helpdesk is located on the payment notifications suppliers receive.

Supplier Support Team assistance includes:

- Program walk through for suppliers
- Card details for suppliers (CVV, expiration date, card number, name, etc.)
- Transaction decline questions, concerns and validations when suppliers have processing issues
- Provide assistance with how to correct and identify what is needed for suppliers for link locked, system issues, browser versions outdated, etc.
- Supplier contact information updates (names, email addresses, phone numbers, etc.)
- Reconciliation assistance for Participating States and Purchasing Entities (manual matching, allocation and transaction details)
- Assisting Participating States and Purchasing Entities with reports in Access Online
- Reissuing of payments at the Participating State or Purchasing Entity's request
- Resending of payments at Participating State or Purchasing Entity's request
- Precise Pay removal at Participating State or Purchasing Entity's request
- Payment Instruction File upload troubleshooting for Participating States and Purchasing Entities

Technical Help Desk

The Technical Help Desk is staffed 24/7/365 for Program Administrators and Approvers (877.452.8083), Cardholders (877.887.9260), or email at accessonlinesupport@usbank.com and via online Chat. Users would contact the Technical Help Desk with all Access Online system related questions.

U.S. Bank Payment Analytics

Payment Analytics is a web-based solution that enhances auditing practices by looking beyond the traditional card controls to provide 100 percent commercial card transaction monitoring. Using customizable rule templates, Program Administrators and Auditors can automatically review all card transactions and flag suspected card misuse and out-of-policy spending. By automatically running policy rules on all transactions, Payment Analytics makes Cardholder transaction monitoring dramatically more targeted, efficient and effective. Program Administrators can receive email notifications of possible non- compliance and spend violations so they can safeguard against commercial card misuse and improve purchasing practices. Payment Analytics is available 24/7/365 and does not require new hardware or software.

Client Feedback Sessions

On these calls, Participating States can provide enhancement feedback on U.S. Bank's current solutions. The frequency of these calls would align with Access Online development schedule (typically quarterly). Additionally, U.S. Bank would include developers to introduce current enhancement projects in an attempt to collect customer feedback as U.S. Bank are developing these enhancements.

U.S. Bank will make two options available to Program Administrators. Heavy users of the system can add their name to a list of resources available to Access Online developers for one-on-one feedback sessions. The developers will collaborate with the State's designated Relationship Manager to engaged Program Administrators to schedule. U.S. Bank's Lead Product Manager will collaborate with the Relationship Managers who support the various State's within the NASPO ValuePoint program to coordinate pre-release calls, to discuss future enhancements, Access online Roadmap and to gather client feedback at that time. If a Participating State is interested in this option, they should contact their designated Relationship Manager.

Additional U.S. Bank Employee Support

In addition to designated Relationship Managers and Account Coordinators, U.S. Bank offers various resources throughout the bank to assist with maximizing program efficiencies for Participating States and Purchasing Entities.

- Technical Consultant—Provides ongoing pre- and post-sales support for Access Online, Electronic Data Interchange (EDI) and mapper development, as well as consultation regarding eCommerce, eProcurement, eCatalog and related initiatives.
- Solutions Engineer—Works with the Participating State or Purchasing Entity to review current system and make suggestions on specific technical needs to ensure maximum system performance.
- Fraud Specialists—Available to provide support and education on the fraud process and best practices for avoiding fraud.

Visa Support

Building on the services listed above, U.S. Bank's partnership with Visa provides additional benefits available to all card members. Travel and Emergency Assistance Services

- Global Customer Support
- Auto Rental Collision Damage Waiver
- Roadside Dispatch
- Liability Waiver Program

8.19 U.S. Bank will provide an issue tracking system.

Client Services Resolution

When contacting the designated Account Coordinator with issues, any system issue that is not resolved during the call has an incident ticket opened via U.S. Bank's internal system, Connex. These tickets have a unique number for tracking purposes and possess the ability to have files attached to them (screen shots, for example) and comments added to them.

When a ticket is created, issues are routed to a Subject Matter Expert, who investigates the issue. Once a resolution is determined, the Subject Matter Expert communications that resolution to the Creator, who then passes the update/resolution on to the client.

As an added layer of communication, U.S. Bank will offer service alerts and process updates and notifications. These communications help to keep the customer community at large informed on issue resolutions.

Customer Service Resolution

From a customer service perspective, U.S. Bank's customer service team uses a processing platform called TSYS to document issues. These recorded notes offer details for the customer service employee currently working on the issue. If the customer service member is unable to resolve the issue, they will escalate that issue to a supervisor. The supervisor will track the issue using TSYS and get back to the Cardholder regarding that issue. If necessary, the supervisor can also reach out to the designated Account Coordinator to help resolve the problem.

Customer Complaint Process

When an issue cannot be resolved through the solution above and a complaint is filed, complaints are tracked through U.S. Bank's system, Atlas. U.S. Bank will have a designated Project Manager who records and tracks each of these complaints, monitoring the issue from the beginning through its resolution. The Project Manager is also tasked with ensuring the resolution is communicated to the customer filing the complaint. All complaints are benchmarked for a target resolution within 15 business days.

8.20 Client Services Team

Each of U.S. Bank's Participating State's has one designated Account Coordinator, and additionally the Purchasing Entities have access to a designated Account Coordinator Team. Within U.S. Bank's Account Coordinator team, clients have experienced a number of benefits through the shared service team model. Not only do they receive swift responses from inquiries, but clients also get to work with a designated team of Account Coordinators who are knowledgeable about card programs and form frequent familiar relationships.

Led by a Team Lead, who is responsible for managing the workflow, there are multiple individual Account Coordinators who own taking care of client requests. When emails are received / sent to the team shared email box, the Team Lead monitors the box closely throughout the day to ensure requests are routed and responded to. Once of the Account Coordinators picks up the message and responds to it, they include their three-character initials in the subject line. Doing this allows for the next response to be appropriately routed. If a second response comes in, the Team Lead can easily view the three- character initials and route the item appropriately.

In addition to the distribution process, U.S. Bank will put specific checks in place to ensure customer satisfaction. Email responses are monitored for communication strengths such as being consultative, spelling and or grammatical perfection and providing the right answer. Additionally, coaching and feedback are provided to the Account Coordinator to improve on performance and service.

Customer Service Team

U.S. Bank's customer service team uses TSYS notes to document issues. These recorded notes offer details about the issue for the customer service employee currently working on it. If the customer service member is unable to resolve the issue, they would escalate that issue to a supervisor. The supervisor would track the issue using TSYS and get back to the Cardholder regarding that issue. If necessary, the supervisor can also reach out to the designated Account Coordinator to help resolve the problem.

9. IMPLEMENTATION/TRANSITION

The timeline and assigned resources of the multi-state implementation/transition to a new program are critical. U.S. Bank will be responsible to fully cooperate with the current Contractor and any State

executing a Participating Addendum under the new Master Agreement during all phases of the implementation/transition.

9.1 Implementation/Transition activities will occur at no cost to the Participating States or Purchasing Entities.

9.2 Upon award of the Master Agreement and each Participating State's Participating Addendum, but prior to the service effective date of January 1, 2021, many Entities will transition from the current NASPO ValuePoint contract and other individual state contracts to the new agreement*. U.S. Bank will have a pre-established account set-up process that may be customized based on the needs of each Participating State.
Note: Each state's implementation shall not exceed nine (9) months.

*If the new agreement is awarded to the currently awarded Contractor, current Participating States may choose to 'reset' (i.e. re-organize under one statewide hierarchy/short name) their State's program requiring new account set ups/transition for all current Purchasing Entities.

U.S. Bank will work with Participating State to meet implementation requirements.

Existing Participating State or Purchasing Entity – Reset Implementation Process.

For the current NASPO ValuePoint participants, no implementation efforts will be needed in moving to the new agreement, if that is the State's choice. U.S. Bank can continue to support existing participants using their current accounts and system configurations. U.S. Bank acknowledges that Participating States on the existing contract are not precluded from requiring U.S. Bank to re-implement their entire card program and solutions. U.S. Bank is prepared to support that effort if desired. Acknowledging that there is a potential for a Participating State to choose to reset their program, U.S. Bank would take the same approach to setting up a new State relationship per the requirements above and as outlined below.

U.S. Bank will assign an Implementation Project Manager, who will collaborate with the Participating State's Program Administrator and the U.S. Bank Relationship Manager to follow the Discovery through Review phase of the implementation process. The implementation would be tailored to the requirements and desired outcome of the Participating State.

U.S. Bank will actively work with existing NASPO ValuePoint members on virtual programs and optimization projects to grow their programs.

New Participating State or Purchasing Entity – Implementation Process
Any new Participating States or Purchasing Entities joining the program will go through U.S. Bank's tailored implementation approach following the attached project plan and associated timing. Our proven multi- phase Program Management Approach facilitates a smooth and seamless implementation.

Led by the Implementation Project Manager, an Implementation Team is engaged to transfer knowledge developed throughout the sales process. These discussions provide the groundwork to ensure the entire team has the same level of knowledge about the State.

During the Discovery Phase, U.S. Bank will host an initial kick off meeting with the State to further understand the State's program as well as discuss goals, objectives and needs. As a result, U.S. Bank will recommend the best overall strategy and timeframe for the full program implementation.

In the Define Phase, U.S. Bank will identify key stakeholders along with their roles and

responsibilities. Program scope will be confirmed and high-level requirements will be documented. Following these discussions, U.S. Bank will deliver a draft project plan and initial timeline and regular project meetings will be established.

The Design Phase is the most critical and collaborative phase of the implementation. During this phase, the Implementation Team provides guidance regarding the available features and functionality for the State's program. A detailed project plan will be customized to meet that organization's specific requirements based on discussions in four main requirements categories including:

- Program Structure:
  - Hierarchy
  - Account Enrollment
  - Authorization & spending controls
- Policy, Procedures & Compliance:
  - Audit Requirements
  - Policy & procedure review
- Technology:
  - Access Online configuration
  - User enrollment
  - Reporting & file integration
- Training& Communication
  - Training strategy
  - Communication strategy

During the Deliver Phase, the Implementation Project Manager will confer with the State to review progress against the project plan and discuss any remaining tasks. Testing will be conducted to validate program requirements, connectivity and files prior to going live. After successful testing and a go-live decision, cards will be issued and files will move into production.

Once the State's program is live, the U.S, Bank implementation team remains engaged for at least one full billing cycle to monitor for successful account usage, payment processing and system integration. The Review Phase ends with a final review meeting conducted to validate that all tasks have been completed and meet requirements. When the implementation project closes, the State's Relationship Manager will schedule regular account review meetings to discuss program performance, spend and rebate statistics, trend analyses, potential for program growth and measurement of any additional program goals and the designated Account Coordinator is available for daily servicing and support.

Roles & Responsibilities of the Participating State or Purchasing Entity

U.S. Bank will work with the Participating State or Purchasing Entity to define the roles and responsibilities of each resource within the participating agency. The recommendation is to designate a program champion or "Program Manager" early on the in the process who will be responsible for managing the overall project and identifying the necessary resources throughout the organization. This Program Manager would also be responsible for sharing status updates to senior management, providing strategic direction and partnering with key stakeholders to establish compliance requirements. A Program Administrator should also be designated to maintain day-to-day administrative support, collaborate with the U.S. Bank team during status calls, provide account and system information to support the setup of the program, etc. The Program Manager and Program Administrator may be two separate roles or could be supported by the same person. Resources may also be necessary from the Participating States Accounts

Payable department, Finance and Accounting, Purchasing/Procurement, Supply Chain and/or Shared Services and Information Technology. Additional definitions of these roles and their potential responsibility during implementation is expanded on within the attachments.

Roles & Responsibilities of U.S. Bank

U.S. Bank will assign a dedicated Implementation Project Manager (IPM) to each implementation. The Implementation Project Manager designs a detailed implementation project plan, conducts interviews with personnel to refine program needs from the outset and monitors the progress of the program's implementation and works with the State to resolve any issues that may arise. The U.S. Bank team will also consist of the Sales Representative who helps determine program needs and identify opportunities for use, a designated Relationship Manager who acts as single high-level point of contact for the State's entire program, a designed Account Coordinator who assists with all aspects of day-to-day administration and various subject matter experts as needed to meet the requirements of the Participating State's tailored implementation (such as Technical Solutions Engineers, Technical Consultants, Supplier Enablement Managers, etc.).

Implementation Timeline

U.S. Bank will work with the Participating State or Purchasing Entity to ensure timelines are met. Typical card implementations can range from 45 to 90 days depending on program complexity, while virtual programs tend to range from 90 to 120 days.

9.3 U.S. Bank will provide an Implementation/Transition Communication Plan.

Staff Resources

The Participating State or Purchasing Entity will be assigned the following staff resources to assist with implementation and ongoing technical support.

- Relationship Manager
- Implementation Project Manager
- Technical Resources
- Account Coordinator Team
- Relevant Subject Matter Experts

During implementation, the Participating State or Purchasing Entity will be provided with tools that include a sample policy and procedures document, implementation guidebook, Cardholder communications and necessary forms at no cost. U.S. Bank also provide a customized Program Administrator guide to aide in management of the program that lists all pertinent phone numbers, websites, etc. for assistance. The Participating State or Purchasing Entity will also receive training tools directly from their assigned Relationship Manager.

Method and Timing of Communication

During the implementation process, The Implementation Project Manager will design a detailed implementation project plan customized to the specific Purchasing Entity, as well as conduct interviews with Purchasing Entity personnel to refine program needs from the outset. Additionally, U.S. Bank will create a communication plan including one-hour, weekly status calls to discuss the implementation and ensure the project remains on schedule for completion. U.S. Bank's implementation communication plan is as follows:

- Minimum of weekly project status meetings followed up by detailed meeting minutes capturing key deadlines and deliverables
- Project schedule updated each week to detail progress made as well as any remaining steps to complete the project (Status of milestones achieved such as relationship build in Access Online, managing/billing account set up, Cardholder enrollment and

card issuance, user profile creation, financial extracts and interfacing, etc.)

- Status calls will be conducted via video conferencing with the follow up documentation provided via email.
- The implementation project manager will act as the project lead and will manage weekly communications between the Entity and U.S. Bank.

U.S. Bank will work with the Participating State or Purchasing Entity to customize the communication template based on each specific client's business process, including a customized plan based on each Participating State and Purchasing Entity.

The designated Relationship Manager will help design communications that will go out to Cardholders, Billing Contacts and Approvers. Using the email center within Access Online, organizations have the ability to search for individual accounts or hierarchies and create a list of accounts with which to communicate. The user can then either export the email addresses to an excel spreadsheet or have Access Online open their default email tool and populate the email addresses into the BCC area of an email. Users can also pull email information from an Access Online user list report and then utilize that listing for the creation of internal broadcast emails.

9.4 U.S. Bank will provide qualified personnel during the implementation/transition process.

U.S. Bank will assign a dedicated Implementation Project Manager (IPM) to each implementation. The Implementation Project Manager designs a detailed implementation project plan, conducts interviews with personnel to refine program needs from the outset and monitors the progress of the program's implementation and works with the Participating State or Purchasing Entity to resolve any issues that may arise. This includes leading initial discussions with the Participating State or Purchasing Entity to transfer knowledge developed throughout the sales process. These discussions provide the groundwork to ensure the entire team has the same level of knowledge about the program. After overseeing the implementation of the Participating State or Purchasing Entity's program, the IPM will manage the transition to the designated Relationship Manager as the program is launched. This includes conferring with the Participating State or Purchasing Entity's Program Administrator to review progress against the implementation checklist and discuss any remaining tasks.

Expertise

U.S. Bank's Implementation Team is highly experienced and led by a team manager with more than 25 years of service experience for Corporate Payment Systems. individual team members have an average tenure of 5 years. Each Implementation Project Manager (IPM) goes through annual project management training lead by industry experts. IPM's are knowledgeable on U.S. Bank's product offerings and those products that are offered through the NASPO ValuePoint Master Agreement and individual Participating States. The IPM team supporting this contract have an average of 8 years of experience and are dedicated to implementing Public Sector programs. Within the implementation group, several IPM's are Project Management Professional (PMP) certified. The PMP certification is a highly regarded project management certification that is well respected industry wide. In order to receive this certification, the applicant will have 3-5 years of project management experience, depending on their level of education and 35 hours of project management education. They will then apply for the certification and pass an examination.

In addition to the IPM, U.S. Bank will assign the following resources to support the Participating State or Purchasing Entity during an implementation and for the life of the program.

Sales Representative

- Builds the initial relationship with the Participating State or Purchasing Entity
- Helps determine program needs and identify opportunities for use
- Introduces the implementation process
- Public Sector Sales Representatives have an average of 13 years of experience

Relationship Manager

- Acts as single high-level point of contact for the State's entire program
- Provides direction during program implementation
- Develops and monitors mutually determined account performance goals
- Delivers account performance reviews, program updates and product enhancements
- Public Sector Relationship Managers have an average of 14 years of experience

Account Coordinator

- Assists with all aspects of day-to-day program management
- Trains the State's personnel on U.S. Bank program tools and best practices
- Provides a mastery of commercial card programs, enabling superior service and ongoing support
- Public Sector Account Coordinators have an average of 5 years of experience

Solutions Engineer

- Makes recommendations on technical needs during the Discovery Phase of the implementation
- Hands off to Technology Consultant during the Define Phase of the implementation
- Solution Engineers have an average of 13 years of experience

Technical Consultant

- Owns technical portion of the relationship once the sales cycle is complete
- Consults on technical program setup
- Prepares for and leads technical discussions during meetings with the Participating State or Purchasing Entity
- Coordinates the connectivity of U.S. Bank Virtual Pay, our e-Payables solution
- Technical Consultants have an average of 5 years of experience

Supplier Enablement Manager

- Manages the transition of the current supplier payment program to the U.S. Bank platform
- Develops strategies to target optimal opportunity in virtual card spend
- Oversees the onboarding of new suppliers throughout the life of the program
- Supplier Enablement Managers have an average of 7 years of experience

On-Site Training—Implementation

In addition to the team above, during implementation, U.S. Bank can provide on-site training concerning implementation procedures and commercial card regulations.

Training Team

The U.S. Bank training team actively partners with the U.S. Bank implementation team to understand what unique needs the client may have required as part of their Access Online platform set up. With that information, the U.S. Bank training team can better tailor in-depth core

curriculum to meet specific needs.

The U.S. Bank training team is comprised of over 10 highly skilled trainers, instructional designers, technical writers and project managers. The team members have an average of 20 years of training experience in the learning and development industry, 15 of which are with U.S. Bank.

Opening Implementation Consultation
One of the earliest phases of U.S. Bank's implementation process involves a U.S. Bank Relationship Manager meeting with representatives of participating entities to review their procure-to-pay process. This is an optional service but is strongly recommended by U.S. Bank Relationship Management to guarantee the success of new programs. During this review, participants will be asked to provide information from their Accounts Payable data pertaining to their organization's spending behaviors, including amounts and types of expenditures and vendors. The Relationship Manager will then analyze the data and produce reports highlighting ways in which participants can improve work efficiencies and reduce operating expenses. U.S. Bank will help Purchasing Entities establish financial cost reduction and efficiency goals attributed to their new card program.

The following tasks will be accomplished during the initial meeting:

- Discuss program goals and objectives
- Identify Program Administrator and key stakeholders
- Discuss program roles and responsibilities
- Confirm implementation details (e.g., payment terms, logo options, etc.)
- Review implementation task list
- Establish timeframe for implementation, with key milestones

Once the participant's goals and objectives are defined, the U.S. Bank Relationship Manager and Implementation Project Manager meet with Purchasing Entity representatives either in person or via conference call to begin implementation planning. The Relationship Manager and Implementation Project Manager are also available during these meetings.

After this initial meeting, the U.S. Bank team will conduct a detailed implementation meeting with the Program Administrator and other client contacts as needed. While it is the Implementation Project Manager's role to lead these meetings and tasks, the Relationship Managers are also committed to ensuring the implementation process is a smooth one and the best practices regarding program management is communicated.

Once an Implementation Project Manager receives an implementation assignment, they will reach out to the participant to schedule a kickoff call. After the kickoff call is conducted, weekly meetings will be led by the Implementation Project Manager to keep members of each team on target to meet program implementation timelines.

9.5 U.S. Bank will provide Implementation Training Plan for all Purchasing Entities.

U.S. Bank will provide an Implementation Training Plan that is unique to each State or Purchasing Entity, to meet the needs of their program specifically. U.S. Bank will take the lead to determine the nuances of the program, tailoring our execution to that individual implementation.

Roles & Responsibilities of the Participating State or Purchasing Entity
The Program Administrator for the Participating State or Purchasing Entity will be the primary contact and responsible for collaborating with their designated Relationship Manager to define an implementation training plan that will meet their needs. This will include expressing the desired functions, content and delivery of the training that will best serve themselves and their

users.

The Program Administrator is also responsible for creating the materials and training relevant to their internal policy and processes. The Program Administrator is welcome to include the U.S. Bank Relationship Manager in the creation of these materials, to provide guidance and content. U.S. Bank can support the Program Administrator with materials that highlight the use of the Access Online system and general user guides relevant to card use, billing and interacting with U.S. Bank Customer Service.

Training Provided

An example of the Program Administrator training curriculum will include (but is not limited to) the following modules:

- What does the system offer and how do I get started?
- What training is offered?
- How do I set up and maintain user profiles?
- How do I set up and maintain card accounts?
- How do I manage transactions?
- How do I manage accounting codes?
- How do I run and schedule reports?

Each of the above modules can be delivered face to face or online-virtually. The above curriculum is only a sample. U.S. Bank Relationship Manager and the U.S. Bank Client Training Manager could meet with the Participating State or Purchasing Entity at the appropriate Design phase to determine the exact training curriculum to meet specific needs. The Participating State's Relationship Manager can also assist in the training and creation of a Roles and Responsibilities document for the various resources within a Program.

Example Implementation Training Timeline

- *Week One:* Meet with the Participating State Master Agreement Administrator to discuss transition and training plan.
- *Month One:* Develop communication and training plan for Participating State Program Administrators and Purchasing Entities (if applicable), inclusive of overview of Master Service Agreement; schedule of commencement conferences and training opportunities, etc.
- *Months One and Two:* Send out initial communication to the Purchasing Entity Primary Contacts, Billing Contacts, Approvers and Cardholders via e-mail.
- *Month One:* Identify locations and schedule commencement meetings throughout different regions, if requested by the Participating State.
- *Months One and Two:* Develop and schedule training classes on-site or online, if requested by the Participating State.
- *Months One and Two:* Post all pertinent information to State's website, if desired and within compliance.
- *All Months:* Meet with individual Participating State or Purchasing Entities as deemed necessary to discuss the transition to the new contract.
- *All Months:* Coordinate account set up with U. S. Bank implementation unit and quality assurance unit to ensure error-free set-up.
- *Months Three through Six and Ongoing:* Inform all participants of Access Online system, web-based training site and other custom training opportunities.

The type, extent and duration of the training will be determined by the Participating State and the U.S. Bank Relationship Manager. U.S. Bank offer multiple options for customized plans,

including:

- Customized and Trackable Learning Plans—Each user can customize a learning plan and create a library of saved documents. Provides the ability for Program Administrators to track learning progress by running reports on Cardholder certification activity.
- Customizable Presentation Template—A fully customizable PowerPoint file with short demos and speaker notes that Users can use to modify and deliver Cardholder training. This option offers the ability to incorporate unique policies and procedures within the template. Participating States and Purchasing Entities can make use of the final file as a handout, either for training presentations or as a self-paced resource housed in the Learning Management System.

9.6 U.S. Bank will provide access to online test-environment for Participating State and Purchasing Entity testing during all phases of the account setup process. The system will look, act, and demonstrate all aspects of the "live" system.

U.S. Bank is currently developing a robust test region which will look, act and demonstrate all aspects of the “live” system. The new test environment will be released prior to the execution of this 2021 Master Agreement.

Traditionally, U.S. Bank has provided clients with access to the live Access Online system prior to their going live during the account set up phase of implementation. During that same timeline, U.S. Bank will provide training to ensure that Program Administrators are familiar with the system prior to full rollout of the card program. Since testing is conducted in production, access to this “testing” site is only provided in a controlled environment. Essentially, the process involves adding Participating States and Purchasing Entities to the system early on in U.S. Bank’s implementation process, which allows the Participating State or Purchasing Entity to create pilot accounts and investigate the system’s capabilities.

9.7 U.S. Bank will agree that at the end of any applicable Master Agreement or Participating Addendum, should any Participating State conduct another procurement and award a new contract, U.S. Bank will work with Participating State to ensure that an efficient and effective transition takes place within nine (9) months.

Should any Participating State choose to move their program to a new provider, U.S. Bank can assist the State with the transition and U.S. Bank will ensure that an efficient and effective transition takes place within nine (9) months.

U.S. Bank Staffing for Termination

U.S. Bank maintains a comprehensive Relationship Closure policy, which each Relationship Manager and Account Coordinator is trained to execute in the event of a transition. Three primary departments are involved with the Relationship Closure process, each performing specific roles:

- Relationship Manager—Responsible for communicating the closure date to the AC team and verifying any contract requirement.
- Account Coordinator—Responsible for completing the appropriate steps in the Closure Checklist and coordinating documentation and communication with supporting teams. The Account Coordinator is also responsible for documenting the completion of activities performed by supporting teams.
- Card Setup and Maintenance, Management Information Systems, Business Functional Analysts—Responsible for processing submitting Service Request(s) and Ticket(s) within SLA.

Lines of Communication and Card Deactivation and Closure Processes

A step-by-step summary of the Relationship Closure procedure is as follows:

- As the Participating State or Purchasing Entity's contract expiration approaches, the Relationship Manager will work with them to determine the account closure date and timeline. The Relationship Manager will collaborate with the Participating State or Purchasing Entity to design a transition plan and timeline that meets their requirements.
- The Relationship Manager will engage the designated Account Coordinator or Account Coordinator Team to review the transition plan and timeline, closure date, etc.
- Within the designated timeline, the Account Coordinator Team submits Service Request(s) to various supporting team(s) to close accounts and user ids, discontinue, as appropriate, financial extracts within a mutually agreeable timeline, etc.
- Account Coordinator Team completes the first section of the checklist with the appropriate information. Tasks during this step include:
  - Service request to Credit to process the Relationship Exit
  - Service request to Card Production to discontinue cards
  - Service request to Card Setup and Maintenance department to process the Relationship Exit
  - Create request to Card Setup and Maintenance department to close all managing and Cardholder accounts under the relationship
- Account Coordinator Team completes the activities as described in the remaining sections of the checklist and indicates the completion of each activity. These tasks include:
  - Ensuring all credit balance refunds are issued or written off per the direction of the Purchasing Entity
  - Monitor credit balance refund requests until accounts are at a zero balance
  - Submit requests to turn off reports and financial extracts
  - Turn off all related User IDs

Value Add Enhancement

The Relationship Manager and Account Coordinator will communicate with the Participating State or Purchasing Entity through every step listed above, to ensure that action is not taken without a mutually agreeable timeline and execution date. No action will be taken on an account, user ID, report, extract, etc. without permission from the Participating State or Purchasing Entity.

Timeline for termination and maximum time allowed

The timeline for termination and maximum time allowed will be based on the needs of the Participating State. U.S. Bank will dynamically support the timeline that meets the Participating State's needs. If the Participating State experiences any delays in going live with the new provider, U.S. Bank will continue to fully support the program until a new closure date is set. U.S. Bank will not deactivate or close any cards without the Participating State's permission.

Reconciliation Process and Final Payment

U.S. Bank will continue to send financial extracts and statements until all authorized trailing transactions have cleared and have been reimbursed. U.S. Bank will not discontinue statement or file delivery without permission from the Participating State or Purchasing Entity. If variances are discovered U.S. Bank Reconciliation Department and Relationship Management will work with

the Participating State or Purchasing Entity to identify the cause and collaborate on resolution.

10. PROGRAM GROWTH

New Purchasing Entities and new cards within existing Purchasing Entities will need to be added throughout the life of the Master Agreement.

10.1 As the marketplace changes and technology advances, card products and service may also expand. U.S. Bank proposes an additional product or service, that request will be submitted to the Lead State for review and approval. Request will include:

- Full description of product/service;
- Full implementation plan, including level of effort and timeline;
- Full communication plan; and
- Full training plan.

New card products and services will not impact the rebate/incentive share or have any additional cost to the Participating States or Purchasing Entities. Addition of any card product or service to the Master Agreement is at the sole discretion of the Lead State. Participating States will have the option to allow or exclude new card products or services in the Participating Addendum.

10.2 While the goal is for a majority of Purchasing Entities to enroll in the program prior to the program effective date, it is understood that some Purchasing Entities will need to be integrated after the program effective date and additional Purchasing Entities will join throughout the program term.

U.S. Bank will bring the same approach to each individual Purchasing Entity implementation, regardless of when they choose to join the program. Whether during the beginning of the contract, or anytime during the contract, the implementation approach is the same. U.S. Bank's implementation methodology follows a rigorous standard developed over 30 years of implementing commercial card programs and U.S. Bank will tailor our execution to each individual implementation. For each Purchasing Entity joining the program, U.S. Bank will take the lead to determine the nuances of their current program, develop a complete understanding of the needs and bring the Purchasing Entity to full capability with U.S. Bank.

Each year, the U.S. Bank implementation team on-boards more than 100 new Purchasing Entities within the current Participating States. The implementations are designed to meet needs of the Purchasing Entity's program requirements, as is described in our implementation plan in Section 9.2 of this document.

Streamlined Application Process

In addition to implementation support, U.S. Bank has designed a streamlined application process for new Participating Entitles joining an existing Participating State. U.S. Bank will have a designated sales team that processes all NASPO ValuePoint State applications, ensuring knowledgeable support to Purchasing Entities during the contracts and credit qualification process. U.S. Bank's sales team is available to respond to interested Participating Entities' questions about the program features, benefits, systems and processes and can even assist them in filling out the application and required documentation if questions arise.

10.3 U.S. Bank offers several solutions for adding new cards. Program Administrators can set up and maintain new Cardholder accounts using Access Online. The setup procedure requires Program Administrators to enter data about the Cardholder, including:

- Demographics

- Account information
- Authorization limits
- Merchant Category Code (MCC) blocking
- Velocity limits

As an optional feature, the final review function allows a designated Program Administrator to review and approve the completed setup before submitting it to U.S. Bank for processing. Program Administrators can also modify the information after the Cardholder account is established.

Cardholder-initiated Account Setup
Participating States and Purchasing Entities may choose to use the Cardholder-initiated account setup process. Cardholders are sent an email that takes them to Access Online to populate their demographic information into the application. Program Administrators can choose to have the application then routed to the Cardholder's manager for approval, after which it will be routed to the Program Administrator to complete the setup (e.g., placing the Cardholder in the appropriate hierarchy and assigning limits). Stakeholders are notified of steps taken throughout the process.

As an optional functionality, the State or Purchasing Entity can choose to utilize an approval process where one designated Program Administrator starts the online application process and another designated approving Program Administrators processes the final review.

Bulk Account Setup
The bulk account setup function via Access Online provides Participating States and Purchasing Entities with the ability to upload account setup requests for processing through a batch file. Program Administrators can establish a secure connection via Managed File Services (MFS) and upload a batch file request for multiple accounts.

- Automated file validation is completed before processing the request
- Automated processing validation error/success notification is sent to the State
- Reporting is provided via email to communicate the status of account creation and any issues processing files

The bulk account setup function is available for all U.S. and Canadian clients with a secure connection via Managed File Services. The Participating State or Purchasing Entity will follow the batch file format specification requirement document (provided during the MFS setup process), which requires the submission in a CSV file format.

Value Add Enhancement
HR Integration
U.S. Bank offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on internal systems, reducing the time and effort required to manually update Cardholders within our tools.

Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs and customer card program management systems.

The functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover.

Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid

values), credit limits and MCC changes.

Additional Options
Program Administrators can set up new accounts by sending the request via fax, or email to their Account Coordinator team. If an organization is adding a large number of cards to an existing program, the Account Coordinators can provide a Cardholder transmission template in Excel and assist with batch processing.

U.S. Bank will work with each Purchasing Entity to determine which solution works best for their business practices.

10.4 U.S. Bank will promote the card program.

U.S. Bank will comply with this requirement. U.S. Bank will consider this to be the primary contract vehicle for all of public sector opportunities. U.S. Bank will have designed a streamlined application process to make joining the program easy for new prospects. That onboarding process has been communicated to all of U.S. Bank sales and relationship management representatives throughout the various divisions of the bank. This includes (but is not limited to) Wholesale Banking, Treasury Management and Corporate Payment Systems, all of which are educated and familiar with the NASPO ValuePoint agreement and onboarding process and how it benefits potential public sector prospects in the designated States.

In addition to promoting this contract to Purchasing Entities within a Participating State, U.S. Bank also promote this card program to new prospective Participating States.

U.S. Bank will continue to expand on existing Participating State and Purchasing Entity programs through promotion and program optimization efforts.

Online Content
U.S. Bank will supply the content made available through various NASPO ValuePoint State websites, pending it is within risk management and compliance standards. U.S. Bank will provide custom content brochures and materials for each State to assist in the marketing of their program.

Dedicated Sales Team
U.S. bank offers a designated sales team specific to this program responsible for processing all NASPO ValuePoint State applications. Lead by an experienced sales staff with substantial knowledge of each State's program, this team is available to help interested Participating Entities' with questions about the program features, benefits, systems, processes. The team also helps with filling out the application and required documentation if questions arise.

11. CARD DESIGN/EMBOSSING, DELIVERY & ACTIVATION

11.1 U.S. Bank shall be responsible for the embossing and printing of the cards to each Participating State's specifications. Each Participating State will be responsible for furnishing the necessary artwork (digital file) to U.S. Bank.

11.2 Each Participating State reserves the right to change the card design during this contract, and if doing so, will provide the artwork needed to make changes.

11.3 U.S. Bank will be able to deliver cards overnight when requested by the Purchasing Entity.

11.4 Customization options to the front side of the card will include verbiage and/or logo or graphic and embossing including but not limited to:

- Participating State

- Purchasing Entity
- Program/Department Name
- Cardholder Name
- Picture/Logo
- Phrase (i.e. "FOR OFFICIAL USE ONLY")
- Embossing Line, ALPHA OR NUMERIC VERBIAGE
- U.S. Bank supplied options

U.S. Bank will offer customization options to the front side of the card that will include all options listed in this mandatory requirement.

Fully Customized Cards
Fully customized cards are designed specifically for participants, using their logo and brand standards. U.S. Bank will work with each State to determine artwork and design. An electronic PDF is available within seven to ten business days from receipt of participants' final artwork and design. Individual State department and participating Purchasing Entities can use their State's card design and can include their unique logo in the upper right corner of the card. The custom card fee for this program will be waived.

An electronic PDF is available within seven to ten business days from receipt of Participating State or Purchasing Entity's final artwork and design.

Logo Cards
For logo cards, U.S. Bank place the Participating State or Purchasing Entity's logo in the upper left corner of U.S. Bank's standard card design. The logo imprint can be produced in any one of the following colors: black, blue, red, green, silver, gold, maroon or white. Logo card requests require three weeks' lead-time prior to program rollout. A sample card will be provided for approval. There is no cost for logo cards.

Embossing
Purchasing Entities have several options for how to utilize embossing on the front of the card plastic. The embossing lines may be used for alpha or numeric verbiage. The first line of embossing is often used for the Cardholder Name or Program/Department Name (for department cards, emergency cards, etc.). The second line of embossing may also be used for Program/Department Name, Tax Exemption, the phrase "Official Use Only," Department or Division name or number etc. The second line embossing is made up of 24 characters and can be alpha or numeric.

Production and Distribution
For the initial rollout, the Participating State or Purchasing Entity submits a data file to U.S. Bank of all employees authorized to receive a card. After processing, U.S. Bank mails all cards to Cardholders directly or to the Program Administrator for distribution, if required.

After implementation, Program Administrators can submit an application using Access Online, send via fax or email to their Account Coordinator team or upload account setup requests in Access Online for processing through a batch file. All applications submitted through Access Online are processed within 24 hours and expedited delivery can be completed within 24 to 48 hours in the United States and two business days elsewhere. U.S. Bank mails cards directly to Cardholders (via USPS) or to the Program Administrator (via two-day UPS) for distribution, as directed by the Program Administrator.

If expedited delivery cards are ordered via Access Online before 2 p.m. CT, they will be processed and shipped the same day. For standard delivery, cards will be produced the next day and shipped

the day after. Post-rollout, U.S. Bank may support file-based uploads for large number of cards and/or online applications for one-off requests.

11.5 Physical cards will be delivered to the Purchasing Entity or Cardholder at the address specified by the Purchasing Entity.

U.S. Bank will have the ability to mail all cards to Cardholders directly via USPS, or to the Program Administrator at a specified address for distribution based off the Purchasing Entity's preferred method via UPS two-day delivery. If expedited delivery cards are ordered via Access Online before 2 p.m. CT, they will be processed and shipped the same day. For standard delivery, cards will be produced the next day and shipped the day after. There is no fee for standard or expedited delivery.

11.6 Purchasing Entities will be able to decide if cards are delivered active or inactive.

U.S. Bank will allow Purchasing Entities to decide if cards are delivered active or inactive. Upon receipt of their card, Cardholders can activate their cards securely through Access Online, or by calling U.S. Bank Customer Service IVR at 800.344.5696 and following the steps below for card activation. Please note, the organization may have chosen a unique identifier other than the Social Security Number for card activation, such as the last 4 digits of an employee ID. In this case, please provide this four-digit code to the Cardholders and remind them to use it in place of the last four digits of the Social Security Number.

Card Activation Procedure

- Enter the Cardholder 16-digit account number
- Enter 5-digit zip code of mailing address
- To activate press 1
- Enter the last 4 digits of the Cardholder's social security number or other 4-digit code
- Enter preferred business phone number starting with area code
- Accept or decline express consent terms
- Card is now activated
- Please select a new 4-digit Personal Identification Number

The Cardholder will have an opportunity to designate their own PIN number during activation to be used in conjunction with the Chip and PIN functionality (where required, such as oversees). It is U.S. Bank's recommendation that the Cardholder activate their own card account to designate a unique PIN known only to them.

Activation Procedure Using Access Online

If using Access Online to activate the card, Cardholders can follow the steps below. From the login page, Cardholders can click a link to activate their new card without needing to log into the system.

- Enter card information, including Card Number, Expiration Date and last 4 digits of the Cardholder's work phone
- Cardholder is sent 2 emails to the email address on file for the account. One of these emails will have a link, while the other email will have a code.
- Emails are sent to confirm the Cardholder's identity. If the Cardholder is not the one attempting to activate the card, the email serves as a notification.
- Follow the link in the email to enter the code from the other email.
- The Cardholder is given the option to update the mobile phone number on file and provideexpress consent. This becomes important later in the process when U.S. Bank launch Program Administrator Alerts, allowing a Program Administrator to enroll in

alerts on the behalf of the Cardholder.

- Cardholder is prompted to set a PIN
- A confirmation message displays, signaling the process is complete

Issuing Active Cards

For situations where there is a business justification to issue cards already activated, such as emergency card programs, the Participating State or Purchasing Entity can coordinate with their Relationship Manager or Account Coordinator to arrange for cards to be issued already active.

Value Add Enhancement

Additional Security Precautions

To provide an extra level of security, U.S. Bank recently implemented a solution to recognize and block when a call comes into the IVR from a recognized bad Automated Number Identifier (ANI) or originating phone number. As U.S. Bank recognizes bad or fraudulent ANI's, U.S. Bank is able to create an ANI blacklist that can be used to immediately take action on an account.

11.7 Purchasing Entities need to have the ability to have cards delivered in batches (i.e. Division A, Program 1) as determined by the Purchasing Entity.

U.S. Bank can accommodate requests for bulk shipment/delivery of new and replacement cards as directed by the Purchasing Entity. U.S. Bank will send batches/bulk shipments via UPS two-day delivery with a tracking number. Program Administrators can request a tracking number of that package through their implementation manager or Account Coordinator. Program Administrators can also use the Account List in Access Online to identify which cards have been activated by the Cardholder. This report is useful in cases where the Program Administrator is designated to have cards shipped directly to the Cardholder.

11.8 All commercial cards in good standing are automatically reissued every four years. They are mailed directly to all Cardholders at least four weeks prior to the expiration date. Additionally, Access Online reporting allows for Program Administrators to see when and which cards are up for re-issuance at any point prior to expiration. In Access Online Program Management reporting, an Account List report can be scheduled for delivery to include a listing of accounts with Pending Renewal Dates based on the user defined parameters.

Staggered Reissuance

U.S. Bank has the ability to designate expiration dates, including staggering dates. Spreading the expiration dates out over a series of months will give program management staff additional time and flexibility to process and distribute reissued cards in smaller batches. It should be noted, staggered reissue can only be accomplished if the accounts are set up originally with staggered expiration dates. Reissues cannot be split if the expiration dates are the same, as the process is completely automated.

11.9 U.S. Bank will make every effort to avoid a mass re-issuance of cards in an attempt to prevent any program disruption. U.S. Bank understands that a reissue event can cause strain on Program Administrators and negatively affect the Cardholder experience. For that reason, U.S. Bank will refrain from reissuing cards unless there is a known elevated fraud risk.

Even in events such as a merchant compromise, U.S. Bank will have a process to keep cards in circulation and will modify fraud strategies to mitigate fraud transactions. When a compromise has occurred with a merchant that impacts U.S. Bank accounts, fraud professionals determine which accounts are impacted and if a proactive reissue is necessary. Only when a significant fraud risk is present will U.S. Bank isolate the effected cards for reissue. U.S. Bank will select only high-

risk cards for reissuance with advance notice to the Program Administrator.

New accounts will be issued and the compromised account will remain open until the Cardholder receives and activates their new account, or until the timeframe of 20 calendar days is reached, at which time the old card will automatically be closed. Cardholders will receive an insert with the new card outlining the reason for the reissue and notification that they should activate their new account. Account Coordinators will reach out to the affected Purchasing Entity Program Administrators with a notification and list of accounts.

11.10 U.S. Bank will offer emergency cards. Emergency response cards offer seamless integration into organization plans so that Participating States and Purchasing Entities can focus their attention on maintaining operations and pursuing the restoration of services. This program is designed to assist employees in facilitating their recovery efforts during hurricanes, floods, fires, power outages and other crises. Spending limits and controls are pre-set to match organization policies and the individual payment needs of the Purchasing Entity.

U.S. Bank recognize that in most cases emergency response cards may remain inactive for a long period. Emergency response cards will not purge from the system because of inactivity to ensure access to the cards when an emergency arises.

Emergency Card Strategies

U.S. Bank recommends setting up a separate Managing Account for emergencies, using the Emergency Card Product Code which will never purge for non-use. U.S. Bank will also recommend a mix of card account strategies. U.S. Bank will recommend emergency card programs include a mix of the following:

- Issue card(s) in the name of employee(s)
- Issue card(s) with "Emergency Card" as the account name
- Issue card(s) in the name of a department

When using department name or "emergency card" in the account name line, it is important to designate someone responsible for the transactions (enforced through policy, monitor for transactions online, set up transaction alerts, report fraud as needed, reconcile transactions and route for approval, etc.).

Increasing Limits During Emergencies

Many Participating States or Purchasing Entities may choose to leave their cards in an inactive or suspended status, or maintain a limit of $1 until an emergency occurs. If a Program Administrator needs to access the card to increase a limit, Access Online is available 24/7/365 from any device with a browser. U.S. Bank Customer Service (1-800-344-5696) is also available 24/7/365 if any issues arise. U.S. Bank Customer Service team is specifically trained to support the NASPO ValuePoint States in an emergency. The Purchasing Entity may also choose the following strategies to ensure a smooth experience during an emergency:

- Keep emergency cards in open and in active status
- Leave MCC restrictions open
- Set limits high, enough to accommodate worst case scenarios
- Monitor for transactions online, set up transaction alerts, report fraud as needed
- Notify the Account Coordinator and Relationship Manager when an emergency occurs (if possible)

Permanent Memos

If a Program Administrator is unavailable during an emergency, the Participating State or Purchasing Entity may want to designate someone in advance. For this, U.S. Bank will recommend

placing a "permanent memo" on the emergency account such as "John Smith is authorized as PA during an emergency". A Program Administrator can designate the permanent memo to place on the account, as long as they limit the content to 3 rows of 36 characters or less. A permanent memo always stays on the top of the account memo screen in U.S. Bank's processing system and can be referenced by Account Coordinators and Customer Service in an emergency.

When responding to an emergency, please always email the designated U.S. Bank Account Coordinator and Relationship Manager. The U.S. Bank team will assess the situation and might make additional suggestions. The U.S. Bank public sector team has designed a protocol for emergencies specifically.

When an Account Coordinator or Relationship Manager is notified by a Purchasing Entity of an emergency, they will execute this protocol and take all necessary steps to prevent ay program disruption.

Value Add Enhancement
Emergency Response Protocol
U.S. Bank has supported public sector Purchasing Entities through countless major events in the past two decades. Recent events include the Orville Dam emergency, the NorCal fires of 2017 and the Southern California Fires and Mudslides of 2018. The emergency response protocol for our public sector clients was developed as a result of the increase in natural disaster events and severity. Our primary priority is always to ensure that cards are open, active and ready to support the first responders and agencies who are protecting lives and homes.

12. TRAINING

12.1 U.S. Bank will provide system User guides online and accessible through the web- based card management system.

12.2 U.S. Bank will provide ongoing training for the life of the contract.

Web-Based Training Website

- Type—U.S. Bank has a large online library that is not only accessible through the web-based card management system, but provides many other training deliverables besides "user guides". The library contains system specific quick reference guides, simulations such as a video, eLearning's and recorded virtual training sessions.
- Frequency—The Program Administrator can register for several monthly, recurring, virtual training sessions on the topics most pertinent to their work in managing the U.S. Bank card program. This site is available 24 x 7.
- Resources—U.S. Bank's training team is managing the content of the web-based training tool, modifying the training material as Access Online is enhanced.
- Communication/advertisement of available training—The online catalogue is for the self- directed Program Administrator. The site can be accessed via the Training link posted on the home page of the live Access Online system. Any training material changes that occur will be advertised in the "announcements" section of the Web-Based Training site.

Value Add Enhancement
Optional Certification
If interested, the Web-Based Training site can provide certification. If an organization chooses to have their Program Administrators or Cardholders "certified", please reach out to a designated

U.S. Bank Relationship Manager or Account Coordinator to suggest a curriculum for the Program Administrator. The organization can determine the frequency for re-certified (i.e. once every two years).

Virtual Sessions

- Type—U.S. Bank offers instructor led training sessions that can be accessed virtually by Program Administrators. New Program Administrators can begin their journey using these virtual sessions, to become familiar with all aspects of the Access Online system. Even existing Program Administrators may find this information to review at least once per year.
- Frequency—At least six unique virtual sessions are offered each month. The schedule and registration link is made available through the Web-Based Training site.
- Resources—The instructor led training sessions are conducted by U.S. Bank's Access Online training team. They are regularly managing the content, modifying the training material as Access Online is enhanced.
- Communication/advertisement of available training— The ability to register for these sessions is also within the Web-Based Training site. The site can be accessed via the Training link posted on the home page of the live Access Online system.

Relationship Manager Training

- Type—Relationship Managers are available to provide one-on-one training to Program Administrators or State-wide Program Administrators by request. U.S. Bank can provide it in person or via video conferencing depending on the need of the participant. Relationship Managers can host workshops for larger groups and bring in subject matter experts as needed. These workshops can be conducted on site or online, whichever is going to result in the largest attendance. In addition, our Access Online training group can conduct Access Online training specific to Program Administrator and Billing Contract needs.
- Frequency—The frequency and timing of training should be determined between the Participating State or Purchasing Entity's Program Administrator and the U.S. Bank Relationship Manager. The Relationship Manager will continue to highlight training resources during implementation, scheduled business reviews and other client related meetings such as roundtables and seminars.
- Resources—U.S. Bank Relationship Manager and Access Online Training group
- Communication/advertisement of available training—Purchasing Entities can choose to promote these workshops or rely on their Relationship Manager to manage the communication of the event.

Fraud Training

- Type—U.S. Bank conducts fraud training webinars on an annual basis and may provide other webinar opportunities to address specific areas as needed (such as the rollout of EMV). U.S. Bank may present topical information in partnership with Visa to provide industry-wide updates to clients.
- Frequency—Annual, as well as supplemental sessions as needed.
- Resources—U.S. Bank Risk Management, Visa and U.S. Bank Marketing.
- Communication/advertisement of available training— U.S. Bank's marketing team will promote these events to Program Administrators via email with an opportunity to register.

User Groups and Program Review Calls

- Type—For the State of Washington, the Relationship Manager and the Sales Manager attend quarterly purchasing card User Group meetings. The Relationship Manager provides information on changes to Access Online, Rebate statistics, process updates and any other items that have occurred since the last quarterly meeting.
- Frequency—Quarterly, or a timeline designed by the Participating State.
- Resources—U.S. Bank Relationship Manager and designated subject matter experts from the bank, Participating State, or Purchasing Entities.
- Communication/advertisement of available training—If a Participating State or Purchasing Entity is interested in these user groups for their State, U.S. Bank encourage the Program Administrator to reach out to their Relationship Manager. Participating States can choose to promote these workshops or rely on their Relationship Manager to manage the communication of the event.

Value Add Enhancement

Additional Support

Designated Account Coordinators are available during business hours and the Technical Help Desk is available 24/7/365, to assist Program Administrators with system and program questions. For example, if a Program Administrator needs to run a report for the first time and would like guidance through the process, they can call their Account Coordinator or the Technical Help Desk and our skilled resources will walk the User through the process step-by-step.

Communication/Advertisement

New training is communicated through a designated Relationship Manager. It is also communicated in the "Announcements" section of the Web Based Training site. Training may be presented in any one of our various methods, such as user guides, quick reference guides, live training sessions, recorded training sessions, or in person upon request by a designated Relationship Manager.

12.3 U.S. Bank will provide web-based training.

Online web-based training provides additional training content in categories such as:

- Get Started Using Access Online
- Work with payments
- Manage Approvals

Online web-based training includes not only large categories, but different methods to learn such as:

- User Manuals for all-inclusive information
- Quick Reference Guides for simple tasks
- Simulations to show how to do a process or practice in a "hands on" environment
- Lessons to show a process from beginning to end
- Recorded Classes, which are virtual training sessions that have been recorded, allowing the User to review, start or stop as often as needed.

12.4 U.S. Bank will provide onsite/classroom training for Program Administrators.

Type of Training Offered

U.S. Bank will provide onsite classroom training at the appropriate time immediately following implementation. Based on the configuration of the platform, the designated Relationship Manager and Client Training Manager will design a curriculum to meet the Participating State or

Purchasing Entity's needs. U.S. Bank will also partner with the Participating State or Purchasing Entity to ensure that whatever curriculum is determined that it will work with their physical set up (i.e. classroom size, internet access, LDC projector, registration process, communication plan).

Recommended Frequency of Onsite Trainings

U.S. Bank's recommendation is to be on-site at the time immediately following implementation. U.S. Bank will offer the same content delivered on-site to be delivered virtually, thus allowing more flexibility for those Program Administrators who are remote or need a refresher.

After implementation, the Participating State's designated Relationship Manager will work closely with the Participating State or Purchasing Entity to determine if additional on-site training is needed and what those options will be for the organization. The Participating State and/or Purchasing Entity will collaborate with the designated Relationship Manager to determine the type and frequency of onsite training required. For large programs where an onsite User Group is desired, an annual meeting is most standard, with additional virtual opportunities made available throughout the year as is described above in Section 12.2.

12.5 U.S. Bank will provide onsite User group forums.

This includes additional optional training opportunities based on the needs and requests of the Participating State or Purchasing Entity. Onsite User group forums are available on an at will basis for each group's needs. The frequency will be determined between the Purchasing Entity and their Relationship Manager. The U.S. Bank Relationship Manager will work with the Participating State or Purchasing Entity to help determine the needs and appropriate agenda. After which, that Relationship Manager will partner with the U.S. Bank training team or other subject matter experts to coordinate the training and/or presentations. In addition, the Relationship Manager will coordinate the roundtable to discuss issues and concerns.

U.S. Bank has provided a list of topics generally discussed during onsite User group forums U.S. Bank have held recently for clients. These forums are held to discuss any issues and concerns, as well as educate clients on any recent changes, both internally and industry wide.

User Group Forum Topics

- Access Online Updates and Training
- Payment Types (Proxy Pay, Virtual Pay, Ghost Cards, etc.)
- Fraud (Industry updates, mitigation tools, etc.)
- Program Optimization
- The Future of Payments
- Trends and Innovations
- Cyber Security
- Payment Card Audit
- Payment Card Dashboard Metrics
- Q&A with Client Services
- Purchasing Card Consortium Annual Review
- Visa Updates and Trends
- Discussion Panel with representatives from Corporate Payment Systems and Treasury Management
- Breakout sessions or one-on-one meeting rooms to discuss issues and concerns

Subject Matter Experts

U.S. Bank will supply various subject matter experts to meet the needs of the desired event. Resources available include but are not limited to:

- U.S. Bank Product Innovation
- U.S. Bank Information Security
- Visa Relationship, Innovation and Technical Resources
- U.S. Bank Bankcard Product Managers
- U.S. Bank Program Optimization Manager
- U.S Bank Fraud Analyst
- U.S. Bank Payment Solutions Consultant
- Partners such as Chrome River or Concur
- U.S. Bank Account Coordinators and Client Service Managers
- U.S. Bank Technical Solutions Consultants
- U.S. Bank Access Online Training Department

U.S. Bank will have the ability to provide onsite user group forums, as well as online forums through video conferencing. U.S. Bank will work with each State that has requested a forum to determine which option best fits the Participating State's needs for maximum attendance.

12.6 U.S. Bank will provide written User reference guides, both extensive and quick guides.

The training appendix shows dozens of different types of documents available to Program Administrators and Cardholders. U.S. Bank will have more than 40 extensive user guides for the Program Administrator. User guides are functionality based, meaning they are specific to a task or process in the system. Providing a detailed overview of all aspects of the functionality, user guides are usually dozens of pages in length. The guides may also be service based, which encompass comprehensive information on tasks performed by specific roles. A list of user guides available to Program Administrators is presented below. Guides that are available to Cardholders are also indicated.

Alerts and Notifications*	Flex Data Reporting	Order Management*	Reporting Dashboard
Approver: Cardholder-initiated Setup	Glossary*	Order Management Setup	Secure Transport Client
CH: Cardholder-initiated Setup*	Managing Account Setup and Maintenance	PA Account Approval Process	Standard Report Samples
Client System Validation	Managing and Card Account Lists	PA: Transaction Approval Process	Standard Reports
Data Dictionary for Flex Data Reporting	Marking Transactions for Extract	PA: Cardholder- initiated Setup	Tax Management for the United States
Data Exchange	Merchant Groups and Allocation	Payment Plus*	Tax Tables for Canada
Email Address Restrictions	Multiple Attachments Request	Payment Plus Overview*	Track Recovery Act Funds
Enhanced Supplier Management	My Personal Information*	Payment Plus Setup	Transaction Management*
ePay*	Navigation Basics*	Point of Contact	User Profiles

Flex Data Exports	Online Registration*	Report Scheduler	Top Tasks Portfolio File*
Alerts and Notification*	Flex Data Reporting	Order Management*	Reporting Dashboard

*Indicates Guide is also available to Cardholders

A great example of one of these user guides is our Program Administrator Guide. This guide offers extensive information for Program Administrators about the commercial card program, including items such as:

- Important Contact Numbers
- Program Structure
- Dispute Information
- Fraud Information
- Portal Instructions
- Cardholder Benefits
- Insurance Coverage
- File Transmission

U.S. Bank will have short task steps that U.S. Bank call "quick reference guides". These guides offer focused reminders of the basic steps for specific tasks and are usually only a few pages in length. They're structured to be easy to find and quick to use.

Additional Learning Tools

U.S. Bank will offer the Program Administrator over 30 lessons. A lesson offers interactive step-by-step instructions on a key process. A lesson is also referred to as an "e-Learning". The end user can start, stop, speed up the e-Learning so it is a very helpful learning resource.

U.S. Bank will offer "simulations". Think of this as a video that Users can watch (called a Guided Simulation) and then practice using a "Hands-on Simulation". The purpose of these simulations is to help the learner practice or review more complex tasks.

U.S. Bank will offer live virtual recurring monthly webinars covering the core competencies of Access Online for the Program Administrator. Some of these have been recorded and are available on the Web- Based Training site as well.

12.7 U.S. Bank will provide updates to the user guides will be pro-actively communicated.

U.S. Bank can communicate updates on the user guides and other training materials through two main channels. First, a current list of materials that have changed is always maintained on the "Announcements" section of the Web Based Training (WBT) site. As new functionality is released, U.S. Bank will update the training documents contained within the WBT site available for download. Second, the U.S. Bank training team provides an internal communication every 60-90 day of changes made to various training materials. The Participating State's U.S. Bank Relationship Manger can begin sharing these updates if desired.

12.8 How Customer Input is Received

U.S. Bank has a process of maintaining existing training materials and creating new materials. The U.S. Bank training team follows an industry standard for training development and delivery, called ADDIE. The ADDIE model stands for (A) Analysis, (D) Design, (D) Development, (I) Implementation and (E) Evaluation. To build new training material, U.S. Bank will first review the business need, the scope of product change and feedback from customers on any gaps on existing training content. U.S. Bank also review end user surveys and client roundtable input.

How New Training is Prioritized

Training is prioritized based on several factors such as client demand, or product changes. The Client Training Manager makes the prioritization decision in collaboration with key business stakeholders.

How Training is Built

U.S. Bank will first review factors such as business needs, customer feedback and end user surveys as part of our (A) Analysis to determine what training to develop. U.S. Bank then will look at what (D) design would be most effective for the audience. U.S. Bank will determine scope of design, U.S. Bank will then engage the appropriate subject matter experts to (D) Develop the content and to define learning objectives. Then based on the type of design U.S. Bank will deliver or (I) implement the training either virtually or place it on the Web Based Training site. After placement U.S. Bank will continue to review client survey comments, scores and activity to effectively (E) evaluate this new piece of training material.

How Training is Presented

The training can be presented in any number of ways that best meet the needs of the audience. Sometimes very complex information may be delivered using a combination of methods (or a "blended solution") to increase skills. For example, this could be an e-Learning followed by a quick reference guide. Or it could be a virtual training session followed by a self-directed simulation.

How New Training is Advertised/Communicated

New training is communicated through a designated Relationship Manager. It is also communicated in the "Announcements" section of the Web Based Training site. Training may be presented in various methods, such as user guides, quick reference guides, live training sessions, recorded training sessions, or in person upon request by a designated Relationship Manager.

12.9 The U.S. Bank Client Training Manager is always available to consult, along with the U.S. Bank Relationship Manager, with the Participating State or Purchasing Entity about specific or unique educational needs.

U.S. Bank's training team is highly skilled in solid principles of adult learning and are equipped with several tools to design and develop the right training to meet organizational needs.

U.S. Bank will provide a newsletter sent three times a year via email called "Corporate Payment Insights". The purpose of this newsletter is to share industry information and best practices for managing a card program, along with some educational tips and tools.

13. PAYMENT TERMS

13.1 The full amount of each Purchasing Entity's monthly balance or billing cycle balance, except for disputed or reported fraud items, will be due within forty-five (45) days from the billing cycle date of the monthly account statement.

13.2 U.S. Bank will provide a monthly statement to each Cardholder and/or Program Administrator as designated Purchasing Entity.

13.3 Each statement shall be identified by the associated Participating Addendum Number for each Participating State.

13.4 Statements for payment will accurately reflect all credits, where applicable, due the Purchasing Entity.

13.5 If the statement is not postmarked or available electronically (for accounts with electronic statement delivery) within three (3) days of the billing cycle, the payment term can be extended the equal number of days between the third day after the billing cycle and the actual latest postmark date or electronic posting date of the Statement.

13.6 Payments will be posted to the system within two (2) business days to ensure the prompt payment/speed of pay incentive is fully realized and real credit limits are available.

13.7 Payment may be made to U.S. Bank via check, cash, warrant, bank wire, automatic clearing house (ACH), or electronic funds transfer (EFT), at the Purchasing Entity's option. Although the National Automated Clearing House Association (NACHA) is a standard method for funds transfer, U.S. Bank will be able to accommodate standard and non-standard formats at no extra charge to accommodate different State's EFT processes and systems.

13.8 A ten (10) day grace period for payments pulled from automated clearing house (ACH) process is required to avoid penalty or negative hit on rebate.

13.9 U.S. Bank will provide payment processing information.

Handling of Payments

When payments are received by the U.S. Bank Payments Department in St. Louis, assuming proper remittance is provided by the Purchasing Entity, the payment will be posted the same day it is received. The posting of the payment is recorded on the Cardholder or Managing Account statement.

Best practice is to provide an electronic payment method option to maximize efficiency, rebate and to prevent misapplied or missing payments. U.S. Bank's preferred method of payment is ACH or EFT.

If a Purchasing Entity prefers to send a paper warrant or check, the best practice is to provide these with the bank issued payment coupon attached to the Managing Account. U.S. Bank will have process/system in place which opens the mail, separates the payment coupon from the corresponding check and then puts everything through a MICR machine so they can process the payments systematically.

These check payment scenarios are:

- One U.S. Bank payment coupon / One Check (Best Practice)
- One U.S. Bank payment coupon / Multiple Checks (Best Practice)
- Multiple U.S. Bank payment coupons / One Check (Best Practice)
- Check List of Managing Accounts / One Check (Accepted, but not Recommended)
- One Check / Check Stub or "Skirt" (Accepted, but not Recommended)
- One Check / Managing Account Number written on the face of the check (Accepted, but not Recommended)

All of these payment options will be accepted, but the best practice methods are preferred. U.S. Bank will also accept Wire payments. Additionally, U.S. Bank offer AutoPay (daily or monthly) and TelePay options.

Value Add Enhancement

U.S. Bank considers our NASPO ValuePoint participants to be a strategic partner and highly valued program. The handling of payments and delinquency management is a critical component of our program's success. We recognize that the use of cards for some agencies is a crucial part of their business operations (such as CALFire) and as such, we have demonstrated the utmost flexibility

with regard to payments processing for over two decades, even to the extent of leaving accounts open that are 150 days past due and approaching charge off. We have advocated for States and Purchasing Entities with our Risk Managers, Senior Leaders, Chief Credit Officer and CEO, to ensure no program disruption during critical moments in an agency's day to day operations. Under this contract we have demonstrated our willingness to leave cards open far beyond our rights to suspend, to accommodate state-wide reconciliation and processing delays caused by the agency's internal systems and operations.

14. LIABILITY

14.1 Purchasing Entities shall have no liability for lost or stolen cards upon notification to U.S. Bank or fraudulent use of any card products.

14.2 A Purchasing Entity shall only be permitted to request the issuance of Commercial Cards in the name of the following parties: (i) in the name of a Purchasing Entity; (ii) in the name of any Purchasing Entity employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of a Purchasing Entity; (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a bona fide connection to a Purchasing Entity (i.e. a temporary card issued to an employee candidate); (v) in any other manner specifically authorized by U.S. Bank. A Participating State shall not request the issuance of Commercial Cards for any Purchasing Entity (or employees of such Purchasing Entity) that is not the Participating State itself or a State Agency of Participating State. U.S. Bank may refuse to issue a Commercial Card to any party that cannot satisfy U.S. Bank's regulatory requirements referenced in the Master Agreement or any applicable Participating Addendum.

14.3 Any Purchasing Entity shall immediately notify U.S. Bank, in writing, of, in addition to any instances set forth in the Master Agreement, any termination of employment or contractor status of any Cardholder or, for a Participating State, removal of a State Agency from the Commercial Card program. Any Purchasing Entity shall take all necessary action through the available on-line tools under the Commercial Card program to terminate the Commercial Card of any party that would not qualify for the issuance of a Commercial Card as set forth in Section 14.2. The Purchasing Entity is liable for Obligations on Commercial Cards, without regard to the type of liability, if it fails to timely take the actions set forth in the prior sentence.

14.4 Upon cancellation of a Commercial Card, or termination of the Master Agreement or applicable Participating Addendum, the applicable Purchasing Entity shall cancel the billing of all reoccurring transactions to a Commercial Card. U.S. Bank is not liable for any reoccurring transactions a Purchasing Entity has failed to cancel.

14.5 U.S. Bank is not liable for Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant.

15. FRAUD PROTECTION

15.1 U.S. Bank will report fraud transactions, and the resulting credit issuance(s) to the Cardholder and the Purchasing Entity Program Administrator through real time notifications.

15.2 U.S. Bank or system will be capable of providing a daily (at a minimum) fraud and declined transaction report as requested by the Purchasing Entity.

15.3 U.S. Bank will provide external fraud protection coverage for the following types of occurrences including, but not limited to:

- lost/stolen cards
- counterfeit cards
- skimmed cards
- unauthorized internet transactions
- fraud patterns
- account takeovers

Cardholders are automatically covered by complete fraud protection at no cost. Neither the Participating States and Purchasing Entities, nor their Cardholders, will be held liable for fraudulent charges that are promptly reported to U.S. Bank. Items protected under this coverage include but are not limited to:

- Lost/Stolen Cards
- Counterfeit Cards
- Skimmed Cards
- Unauthorized Internet Transactions
- Fraud Patters
- Account Takeovers

Visa Liability Waiver Protection

All U.S. Bank liability options qualify for the Visa Liability Waiver Program, which protects against losses associated with terminated employees (maximum coverage is $100,000 per employee). Coverage is effective 75 days prior to notification of termination and 14 days after notification. There is no cost for this coverage.

15.4 U.S. Bank will provide program screening activity for external fraud patterns and the process for communicating potential external fraud with Cardholders and Program Administrators.

U.S. Bank will offer a full range of fraud prevention and investigative services as part of our standard offering to clients. The core service is driven by a team of dedicated fraud professionals focused on superior service and results for clients. The complete fraud life-cycle support includes:

Account Screening and Communication

- Trained fraud professionals available 24/7/365
- Combination of real-time and near real-time fraud rule engines
- Authorization scoring with industry-leading risk models designed to profile Cardholder behavior and compare it against known fraud patterns
- Outbound telephone calls to Cardholders and program offices to verify activity
- Optional fraud alerts via text message and email
    - An SMS alert is sent to the registered Cardholder's mobile phone number. Alternatively, the Cardholder can opt to receive email alerts
    - Upon receipt of the message, the Cardholder is prompted to respond "VALID" if the transaction is valid or "FRAUD" if the transaction is fraudulent
    - A "VALID" response clears the Fraud status from the account. A "FRAUD" response triggers a follow-up message informing the Cardholder that a U.S. Bank fraud agent will call to initiate our standard fraud process
- 3D Secure authentication for card not present (online) charge activity

Development of Detection Strategies

- Sophisticated data modeling techniques used to detect fraud trends

- Standard industry practices including card activation programs requiring cards to be activated before first use and Card Verification Value (CVV) embedded in card magnetic strips along with chip enabled cards to prevent counterfeit risk

Identity Theft Mitigation

- Our Threat and Vulnerability team monitors the internet for rogue websites impersonating our sites and closes them down
- Compromised user ID alerts
- Immediate response to breaches through our Cardholder privacy office

Customized Fraud Risk Controls

- Account opening and maintenance policies
- Appropriate credit limit assignments
- Merchant restrictions

Intelligence Gathering

- Participation in industry roundtables provides current information on fraud trends and allows for proactive steps toward fraud mitigation
- Quarterly reviews conducted with Visa on fraud trends, performance and innovative fraud products

Complete Investigative Services

- Coordination with local, state and Federal law enforcement agencies
- Industry leading recovery rates minimize cost of programs to our clients
- Assistance on internal fraud cases by providing copies of charge receipts, transaction detail and copies of applications to law enforcement agencies, if required

Value Add Enhancement Fraud Tools

U.S. Bank will continually work to enhance fraud detection capability and the overall customer experience, with three of U.S. Bank's largest recent fraud initiatives highlighted below:

- Visa Travel Notification Service—U.S. Bank was one of the first providers to market with Visa Travel Notification Service (formerly known as Visa TravelTag). When a Cardholder books their business trip on a U.S. Bank Corporate Travel Card, the itinerary data (dates of travel, destination, etc.) creates a travel tag on the Cardholder's account. When the card is used at a merchant, U.S. Bank will check the Cardholder's travel tag in real-time to confirm that the authorization information matches the travel dates and destination. This process provides enhanced data to be used with fraud detection rules and provides Cardholders with a better experience.
- Visa Consumer Authentication Service (VCAS)—Industry trends continue to show increases in fraud related to Card Not Present (CNP) transactions. As a result, U.S. Bank rolled out Visa's VCAS product (often known as 3D Secure) to offer an increased layer of fraud detection for online transactions.

Communication

When fraud is suspected and the account is queued for review, U.S. Bank's team will attempt to call the Cardholder via the phone numbers listed on the account to confirm the validity of the transaction(s) and a temporary block status may be applied to the account to prohibit further charging activity. Another contact option would be text or email alerts, should the Cardholder choose to enroll. Once contact is made and validity confirmed, the block is removed. If the Cardholder has not contacted U.S. Bank before the end of the business day, the account will appear on a report that the Account Coordinators will receive the following day. They will send

an email to the Program Administrator to advise that the account needs to have activity confirmed by the Cardholder.

15.5 When fraud is suspected and the account is queued for review, U.S. Bank's team will attempt to call the Cardholder via the phone numbers listed on the account to confirm the validity of the transaction(s) and a temporary block status may be applied to the account to prohibit further charging activity. Another contact option would be text or email alerts, should the Cardholder choose to enroll. Once contact is made and validity confirmed, the block is removed. If the Cardholder has not contacted U.S. Bank before the end of the business day, the account will appear on a report that the Account Coordinators will receive the following day. They will send an email to the Program Administrator to advise that the account needs to have activity confirmed by the Cardholder.

Fraud Alerts

The fraud alert process builds upon U.S. Bank's current fraud process. When suspicious activity is detected, the card in question is placed in Fraud status, automatically declining subsequent activity. An Email or SMS alert is sent to the Cardholder all in real-time. When using the SMS alert option, upon receipt of the message, the Cardholder is prompted to respond "VALID" if the transaction is valid or "FRAUD" if the transaction is fraudulent.

A "VALID" response clears the Fraud status from the account and the Cardholder receives a follow-up message confirming that the Fraud status has been lifted.

A "FRAUD" response triggers a follow-up message informing the Cardholder that a U.S. Bank fraud agent will call to initiate standard fraud process, including cancelling the compromised card and issuing a replacement. Alternatively, the Cardholder will be provided the option to call fraud agents immediately.

If U.S. Bank does not receive a response to the SMS fraud alert message, fraud analysts will handle the suspicious activity per existing process (attempt to contact the Cardholder, notification to the Program Administrator through their Account Coordinator, etc.).

Email Alerts

U.S. Bank's email alert process is similar to SMS alerts, but an additional layer of detailed information regarding the alert and who to contact. As an alternative to the simplified, two-way communication of SMS alerts, when suspicious activity is detected and an Email alert is sent, the email will include the following information:

- Account identified
- The transaction amount in question
- The date the transaction occurred
- Contact information for our Fraud Specialists to discuss the potentially fraudulent activity

Upon receiving an email alert, the Cardholder would contact the Fraud Specialists at the number provided in the email to discuss the transaction in question.

Compromised Cards (Such as Compromised Merchant Site)

With the current tools and functionality, along with the expansion of EMV cards, the need to perform proactive card reissues due to merchant compromise events has decreased significantly. In most instances, U.S. Bank is able to address any fraud attempts tied to these compromises with the tools U.S. Bank have, declining those attempts and eliminating the need to reissue the card.

When a compromise has occurred with a merchant that impacts U.S. Bank accounts, fraud

professionals determine which accounts are impacted and if a proactive reissue is necessary. If a proactive reissue is deemed necessary, the fraud department will subsequently alert all internally impacted teams of the plan to perform a reissue.

New accounts will be issued and the compromised account will remain open until the Cardholder receives and activates their new account, or until the timeframe of 20 calendar days is reached. At this time, the old card will automatically be closed. Cardholders will receive an insert with the new card outlining the reason for the reissue and notification that they should activate their new account.

15.6 All U.S. Bank commercial cards are equipped with an EMV chip. U.S. Bank was first to market with this technology, issuing cards with EMV in 2014, allowing for chip and signature with PIN. Magnetic stripe technology continues to be included on all U.S. Bank issued cards to ensure global acceptance, whether merchants are enabled to accept EMV chip cards or not.

15.7 U.S. Bank or system will provide a way for Purchasing Entities to report fraudulent activity, lost, or stolen cards. Purchasing Entities also know it is important to be able to verify credentials of someone reporting such activity.

U.S. Bank's toll-free Fraud Support line is available to Cardholders and Program Administrators 24/7/365. Cardholders and Program Administrators can call directly to report fraud or check the status of an existing fraud case. Purchasing Entities can also call the Customer Service number on the back of the card to be transferred to the Fraud Department.

A fraud claim is initiated via phone, marking all fraudulent transactions so they can be reviewed by a fraud case processor. Please note, Participating States and Purchasing Entities are not liable for fraudulent transactions. A new account will be set up and a new card will be mailed. The case will be assigned to a fraud case processing specialist, who will work with the Cardholder where necessary to complete the fraud process. U.S. Bank will work within the guidelines established by Visa to maximize recovery opportunities and to provide timely resolution of the case. Once the process is complete, a final resolution letter will be sent to the Cardholder outlining the outcome of the case.

Unauthorized transactions or fraud cases should be initiated by phone, rather than by mail or fax. The claim should not be initiated as a dispute through Access Online.

- Client's filing time
  - Timeframe is per the client's contract. Most clients have 60 days
  - Case will be assigned out within 10 business days with provisional credit issued at that time
  - The signed affidavit/statement of fraud is due back in 14 days
- Responding to chargeback
  - Visa timelines are at 30 days
- U.S. Bank responds to merchant's response
  - The client may be sent the merchant's rebuttal if an updated response is needed, the client is given 14 days to respond
  - Visa timelines are at 30 days
- Merchant rebuttal
  - The merchant may respond again, this is different based on a fraud or dispute claim for Visa, but should be no longer than 30 days from U.S. Bank's rebuttal

Caller Verification Process

U.S. Bank Representative may ask the caller to confirm one of a number of personal information

questions, including the last four digits of their Social Security Number, which is actually a 4-digit code U.S. Bank assigned during activation of their account, as well as an address, ZIP code, phone number, employee id, single purchase limit, or the cycle limit listed on the account. The representative will always ask 3-5 verifying questions and those questions will not be the same every time they call. This verification protocol is to prevent account take-over fraud.

U.S. Bank recently implemented a functionality that is able to recognize and block when a call comes from a recognized bad ANI (Automated Number Identifier) or originating phone number. As U.S. Bank recognizes bad or fraudulent ANI's, U.S. Bank will create an ANI blacklist that U.S. Bank can use to immediately take action on an account. This functionality will also assist preventing account take-over fraud

Process for Reporting Fraud

A step-by-step rundown of the fraud reporting process is presented below.

- Contact Cardmember Services—The current card will be canceled for the Cardholder's protection and they will receive a new card with a new number.
- Service Advisor will transfer Cardholder to Fraud Department—A U.S. Bank representative will review the current activity on the account with the Cardholder.
- Fraud Representative initiates the case—This includes marking the authorizations and/or transactions posted to the account believed to be fraudulent transactions.
- Statement of Fraud (SOF) generated—Based on the posted fraud transactions and mailed out within three weeks of the call.
    - If a case is started on authorization activity and the transactions never post, a SOF letter will not be created and the case will be closed.
    - If fraud charges post to the new number, a credit is applied to the new account.
    - The SOF will be completed and returned to the Fraud Department by the due date on the letter.
- SOF is received—An investigation will be conducted to determine who is responsible for the fraud.
    - If it is discovered that the Cardholder participated or benefited from the charges, the account will be re-billed and the claim denied.
    - If the claim is resolved in the Cardholder's favor the credit will remain on the account permanently.
- Final Resolution Letter—Sent at the end of the claim.

Lost or Stolen

As soon as the Cardholder is aware of the stolen or missing card, U.S. Bank will ask that the Cardholder call the Customer Service Center domestically or the Visa Assistance Center internationally to report a card lost or stolen and request emergency replacement. There are no replacement fees for standard delivery of the card replacement and neither Participating States and Purchasing Entities, nor their Cardholders are responsible for fraudulent charges made to the promptly reported lost or stolen card.

15.8 U.S. Bank or system will provide a way for Purchasing Entities to track reported fraud transactions to completion (closure).

U.S. Bank will provide an option for Purchasing Entities to track reported fraud transactions to completion. Once a fraud claim is reported to U.S. Bank, a Fraud Representative will initiate a case, including marking the authorizations and/or transactions posted to the account believed to be fraudulent transactions. A Statement of Fraud (SOF) is then generated and mailed out within

three weeks of the initial call. Once the SOF is filled out, sent back and received by U.S. Bank, an investigation will be conducted to determine who is responsible for the fraud. Purchasing Entities are able to monitor the progress of a fraud claim at any time throughout the investigation by contacting the Fraud Center. When a final resolution is determined, a letter will be sent explaining the results.

Access Online Fraud Reports

The following schedule fraud reports may be used by Program Administrators to monitor activity and track reported fraud transactions to completion (closure). The reports can be scheduled to go to the Program administrator's Access Online Data Exchange mailbox. U.S. Bank recommends monthly distribution of both reports.

- Fraud Summary Report—Includes all authorizations and transactions identified as fraudulent during the timeframe requested and breaks out top fraud Merchant Category Codes (MCCs) by count and dollar amount, making it easy to identify MCC blocking opportunities.
- Statement of Fraud Report—Summarizes all fraud cases that were opened in the previous 90 days and notes when the document was sent and if/when it was received back by U.S. Bank. The data in the report is helpful with identifying Cardholders with active fraud cases who have or have not returned their Statement of Fraud form to U.S. Bank.

15.9 U.S. Bank or system will be able to resolve mass att (i.e. fraudulent low value charges on multiple cards at once) without requiring action from the Purchasing Entities.

U.S. Bank will monitor accounts and assess the risks involved with each case. When mass attacks occur, they are often conducted at the same merchant, making them easy to identify. To address these attempts, a daily review is conducted specifically searching for these types of attempts and merchants where they occur. Once identified, the merchant where the attempts occurred is added into U.S. Bank's real-time fraud strategies, declining any future attempts immediately, stopping the approval and deterring the fraudster. Since the attempts are declined in real-time, there is no need for the Cardholder or Purchasing Entity to notify the bank or reissue the account so long as no attempts are approved.

The use of these fraud strategies assists in preventing fraud attempts from getting approved, removing the need for a Cardholder to open a fraud case. In turn, this avoids the inconvenience of having a replacement card sent and shutting down the current card during the regular 7-10 mailing days. The process is far less disruptive to the Cardholder than the normal process of reporting an instance of fraud.

16. DISPUTED TRANSACTIONS

16.1 U.S. Bank will provide a resolution procedure for dealing with disputed transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between the Cardholder and Merchant.

As a best practice in the event of a dispute, U.S. Bank will encourage clients to contact the merchant first. Most of the time, disputed charges can be resolved this way, without having to undergo the full dispute process. However, when a full transaction dispute is necessary, U.S. Bank make the process simple. U.S. Bank will handle the process from initiation to resolution and there is little to no paperwork required. Using Access Online, Cardholders will notify U.S. Bank by simply going online (via web or mobile app) to initiate disputes.

Initial Notification and Tracking
In addition to notifying the bank via online or mobile app, the dispute can be tracked in Access Online where all dispute data is updated daily.

Through Access Online, users can:

- View all disputed transactions electronically
- View the current status of a dispute
- Cancel a disputed transaction
- Determine if a transaction has been disputed electronically

Cardholder Dispute Step-by-Step Process
In the event of a dispute, Cardholders will follow the process below:

- Cardholder notifies U.S. Bank by calling customer service or submitting a dispute via Access Online.
- U.S. Bank will assign a dispute file and begin an investigation.
- Cardholder is able to track the dispute through Access Online.
- Upon a decision, U.S. Bank will send the Cardholder a letter via mail notifying them of the resolution.
- If prompted, Cardholder would follow the instructions from the letter on further steps needed in the process.

Cardholder Notification
In addition to having the ability to track progress of the dispute through Access Online, the Cardholder will receive a letter in the mail notifying them of the dispute resolution, as well as whether they are responsible for payment of the charge or not. This letter will also have any additional instructions regarding further steps needed.

Dispute Billing/Invoice Adjustments
Once a transaction is in dispute, it is removed from the total amount due that appears on the card statement. Disputed amounts are not subject to finance charges, regardless of the final resolution decision. These disputed amounts are displayed on the account summary of the Managing Account and/or Cardholder statement to aid invoice adjustment for billing offices. When a credit is received it will be reflected within this summary as well.

Provisions for Prompt Investigation of Disputed Items
Dispute Reporting
In Access Online, disputed transactions are marked with a "D" to easily identify transactions that are currently in the dispute process. To assist Cardholders, Approvers, Program Administrators and Billing Contacts with effective Program Management, several reports can be run on disputed transactions:

- Transaction Detail—Shows summary allocation information for a specific accounting code and provides specific transaction detail. The Transaction Detail report provides the following fields:
  - Disputed—Shows whether the transaction has ever been disputed (Y/N)
  - Dispute Status—Shows whether the dispute has been resolved and in whose favor
  - Dispute Status Date—Lists the date of the dispute resolution
- Full Transaction and Order Detail—Fully details expenditures, including transaction, line item, order, account allocation and tax estimation information
- Bill Transaction Analysis with Order Detail—Offers detailed and summary billed transaction information regarding the results of order and transaction matching

Disputed items are removed from the balance due and do not age while in a dispute status. If the dispute claim is resolved favorably, the charge is completely removed from the account; if it is resolved unfavorably, the charge is then reflected back into the balance due.

Dispute Reasons/Components

To assist in providing detail on what constitutes a reason one may dispute a transaction, or a component of what constitutes disputing a transaction, U.S. Bank will have provided a list of common categories of dispute reasons.

- Merchandise Returned—"…I have not received credit for the returned merchandise."
- Merchandise Not Received—"…I have not received the merchandise."
- Services Not Received—"…I have not received the services."
- Credit Not Received—"...I have not received credit toward my account."
- Cash Not Received—"…I did not receive cash from the ATM."
- Alteration of Amount—"…the receipt does not match the amount posted."
- Inadequate Description—"...the description does not give enough information."
- Not As Described—"…the merchandise I received does not match the description from the merchant."
- Quality of Service—"…the service I received does not match the description from the merchant."
- Duplicate Processing—"…it has been charged for this transaction more than once."
- Paid by Other Means—"…I had paid by other means such as a cash or check."
- Credit Posted as a Purchase—"…it should have been a credit to my account."
- Cancelled - Merchandise Returned—"...I had cancelled the purchase. The merchandise has been returned."
- Cancelled - Recurring Transaction—"...I had cancelled the purchase. This is a recurring transaction."
- Cancelled—"...I had cancelled the purchase."
- Transaction Posted to Closed Account - Recurring Transaction—"...this account has been closed. This is a recurring transaction such as a monthly service."
- Transaction Posted to Closed Account—"...this account has been closed."
- Defective - Shipped/Returned—"...the shipped merchandise received was defective. Merchandise has been returned."
- Defective – Shipped—"...the shipped merchandise I received was defective."
- Defective—"...the merchandise I received was defective."
- Other—"...none of the above reasons fit my need to dispute this transaction."

17. **RESERVED –** Card Acceptance

NASPO VALUE POINT
PURCHASING ENTITY ADDENDUM

This Purchasing Entity Addendum ("**Addendum**") is entered into by the City of Billings, organized under the laws of the State of Montana ("**Participant**") and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

RECITALS

1. The City of Billings, Montana (the "**State**") and U.S. Bank have entered into that certain NASPO Value Point Participating State Addendum, as amended, supplemented or otherwise modified (the "**Agreement**") for the purpose of providing commercial card services (the "**Program**");

2. Participant desires to participate as a "Purchasing Entity" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

3. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Purchasing Entity".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. DEFINITIONS. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.

2. DESIGNATION. Participant is hereby designated as a "Purchasing Entity" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Purchasing Entity" thereunder until Participant so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Card User Agreement" for purposes of the Agreement.

3. PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS. Participant

- **3.1.** Represents and warrants that is received a copy of the Agreement;
- **3.2.** Represents that it is a valid political subdivision of the State of Montana;
- **3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
- **3.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
- **3.5** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
- **3.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other participants; and
- **3.7** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

4. LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS. Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum.

The State shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

5. **NOTICES.** The notice address for Participant is:
Participant:
City of Billings
Finance Department
P.O. Box 1178
Billings, MT 59103-1178
Attn: Purchasing Agent

6. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

7. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum. Any breach of the terms of this Addendum by the Participant shall also be a default under the Agreement by the Participant giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by Participant shall give rise to the right of U.S. Bank to terminate this Addendum and remove Participant from the Program.

8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT**. Participant acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, Participant and Participant shall be bound by the terms contained in any such amendments. Any failure to inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant. **In the event of a termination of the Agreement or the Master Agreement described therein, Participant acknowledges and agrees that U.S. Bank will not be required to pay Participant a rebate payment for the Quarter in which such termination occurs or any subsequent Quarter thereafter.**

9. **AUTHORIZATION AND EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	**U.S. BANK**
DATE:	DATE:
City of Billings Legal Name of Participant (Political Subdivision/Participating Entity)	U.S. Bank National Association
(Signature of Authorized Individual)	
William A. Cole (Printed Name of Authorized Individual)	
Mayor (Printed Title of Authorized Individual)	Vice President

Powerful solutions to help maximize your payment performance



U.S. Bank has partnered with State of Montana to offer unique solutions to meet the payment needs of state and local agencies. Through the State of Montana Commerical Card Program, we provide the most comprehensive payment solutions, including: One Card, Managed Spend Card, and Central Travel Accounts.

U.S. Bank NASPO ValuePoint Commercial Card

The U.S. Bank NASPO ValuePoint Commercial Card Program, in existence since 2002, is a publicly bid and awarded contract for payment card services. This Visa® branded program is open to state agencies, political subdivisions, and higher education institutions.

The NASPO Program provides a standard contract to secure world-class commercial card services and competitive rebates without conducting a costly and time consuming RFP and review process. The program offers a convenient way to obtain the services of a trusted card issuer with the commitment to service and experience your program deserves.

U.S. Bank offers commercial card and payment processor services to **more than 60%** of the Federal Government, making us their largest Commercial card service provider.

Experience

U.S. Bank was the first bank-issuer of commercial card programs in 1989 and has led the way in developing commercial card best practices that today are standard throughout the public sector. U.S. Bank offers commercial card and payment processor services to 21 state commercial card programs and more than 60% of the Federal Government. With more than 3,300 public sector clients, this is the market that drives our commercial card products, technology and service enhancements. Our client base within the public sector includes numerous Federal Government agencies, state government agencies, county and city governments and local municipalities.

Service
U.S. Bank is dedicated to providing skilled personnel to support the strategic needs of program participants. Our Relationship Management and Client Services are specifically dedicated to support a diverse portfolio of Public Sector clients including government agencies, cities, counties and local municipalities. These resources are prepared to provide a consultative view of your procure to pay process and support everything from strategic program direction, implementation, training, and the daily administrative needs of any new or existing program participant.

Competitive rebates
The NASPO Program includes generous revenue sharing opportunities, which provide rebates to qualifying participants. The rebate structure also provides for rewards to each participant based on its individual spending and payment performance. Below are the rebates available to NASPO participants.

- Standard and Non-Standard Volume Incentive is 135 bps
- Prompt Payment Incentive is up to 45 bps depending on speed of reimbursement to the bank
- Payments are issued to participants on a quarterly basis, and payable to the agency.

Features and benefits

Features	Benefits
U.S. Bank Access® Online	Use the Access Online system in real time to: • Monitor cardholder transactions • Review declined and disputed transactions • Manage card limits and MCCs • View electronic statements • Access up to six years of reporting • Attach electronic receipts • Set effective dating for account maintenance and limit adjustments
Worldwide card acceptance	Visa® branded card allows for unparalleled purchasing access
Mobile application	Gives you anytime access to your account, so you can quickly manage and stay on top of your business expenses.
Visa® Liability Waiver Program	Protects against eligible losses incurred should a terminated employee misuse the card
Experienced U.S. Bank Resources	Implementation Manager, Relationship Managers, and Account Coordinators provide consultation and issue resolution, allowing for full program optimization
24-hour customer service	Offers unparalleled 24/7 cardholder assistance and fraud support
Zero cost program	No annual fee or interest charges
Favorable payment terms	NASPO program allows for 45 days to pay, late payment penalties are 1% for each past due cycle or in accordance with the State Prompt Payment Act.
Reduced paperwork	Increases efficiencies in the procurement process by reducing paper-based transactions for micro-purchases

State of Montana Commercial Card Program includes:

The NASPO program provides a standard contract platform for public sector participants to secure a number of payment services. These innovative solutions are supported by web-based program management tools that allow participants to securely access information 24/7, and proactively manage payables and travel expenditures.

One Card

A single card with powerful flexibility that can be used for anything the cardholder is authorized to purchase – goods, services, airfare, supplies, fuel and more.

Managed Spend Card

Covers expenses relating to buying trips, product launches, events, incentive programs, and others that often fall beyond the scope of traditional purchasing and travel card programs. Enjoy control with firm credit limits, expiration dates and restrictions by merchant category code (MCC). It is an efficient way to manage payments and limit risk.

Contact U.S. Bank to get started

Name

Title

Phone

Email

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01-0057-02-MT (8/22) CAT-19684152

NASPO ValuePoint SUPPLIER PARTNER

City Council Regular

Date:	02/13/2023
Title:	Amend Park Development Council Agreement Renewal
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Amend Park Development Council (APDC) Agreement renewal and authorize the Mayor to sign it on behalf of the City.

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

The term of the Agreement will be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This new Agreement will renew automatically for a like term, for each year up to five years, upon the Anniversary Date unless terminated by one of the parties. The Parks, Recreation, and Cemetery Board reviewed the Agreement at their December 2022 meeting and recommends approval.

ALTERNATIVES

City Council may:

- Authorize the Mayor to execute the proposed agreement (Recommended)
- Request specific changes in the agreement.
- Determine alternative means of managing Amend Park.

FISCAL EFFECTS

There will not be an additional fiscal impact to the City. APDC will pay for all additional turf care that is needed for athletic fields that is over and above what is standard for parks.

Attachments

Amend Park Agreement

USE AGREEMENT FOR AMEND PARK

THIS USE AGREEMENT, made and entered this _____, by and between the following:

THE CITY OF BILLINGS, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as City, and

AMEND PARK DEVELOPMENT COUNCIL, a nonprofit corporation, hereinafter designated as APDC;

WITNESSETH;

WHEREAS, City owns the premises known as Amend Park (50+ acres) that has been developed as multi-use sports, and special events complex; and

WHEREAS, APDC was established in approximately 1992 with its mission to promote and maintain Amend Park, raise funds to develop Amend Park to complement the neighborhood and fill a community need for a multi-use, sports and special events complex, through the open space concept of park development with a focus on soccer;

WHEREAS, City has spent over $1,560,000, mowing, irrigation and trash removal at Amend Park since 1992;

WHEREAS, in 2016, City spent $30,000 replacing three roofs and remediation of black mold in the park restroom at Amend Park;

WHEREAS, the conception, construction, and maintenance of Amend Park has been funded by public funds provided by the City of Billings, user fees, and private donations, majority of which have come form the soccer community of players, parents, supporters;

WHEREAS, APDC cooperates with and is supported by the Billings Parks and Recreation Department of the City of Billing, School District 2, Yellowstone Soccer Association, Magic City Soccer Association, and the Edge Soccer Academy. Which collectively sponsor youth and adult recreational and competitive soccer programs for more than 5,000 players annually; and

WHEREAS, Amend Park is a "multi-use" park that serves as the "home" for Youth, High School**,** Adult Soccer, and High School Lacrosse.

NOW THEREFORE, the Parties agree as follows:

1. **SCOPE:** This Agreement shall relate to the scheduling, maintenance and development of Amend Park. Amend Park shall, at all times remain a public park available for public use

consistent with this agreement and City policies and regulations. All development and operation of Amend Park will comply with all applicable provisions of the Land and Water Conservation Funds, as set forth in **Exhibit "A",** attached hereto and incorporated by this reference and City regulations, including any future amendments thereto.

2. **AGREEMENT MONITORING AND BUDGET FOR AMEND PARK OPERATIONS:** The management and operation of Amend Park will be subject to an annual review by City Staff. Such review will include financial statements, event and user fees and charges, maintenance performance, park usage and activities, capital improvements, facilities maintenance, and future programs. Such review will be completed by the first monthly meeting of the Billings Parks, Recreation and Cemetery Board's January meeting.

3. **APDC** shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures, event and user fees and charges for the operation of Amend Park. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in January of each year.

4. **TERM:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for like term, for each year up to five years, upon the Anniversary Date unless terminated by one of the parties as specified herein.

5. **PREMISES:** Amend Park covered by the Agreement shall include the Amend Park Soccer Complex, as in **Exhibit "B",** attached hereto and incorporated herein by this reference. Amend Park is located north of King Avenue East between South Billings Boulevard and The Streeter Brother Subdivision, approximately, in Billings, Montana.

6. **TERMINATION:** Either party may terminate this agreement by providing the other notice of their intent to terminate by providing at least ninety (90) days advance written notice. Said notice shall be delivered to the other party in accordance with the notice provision hereof. Upon termination, APDC shall have a duty to leave the premises in a condition similar to that of the Premises upon execution of this agreement.

7. **APDC'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, APDC shall have the following rights and duties:

7.1. **Schedule:** During the term of the agreement, APDC shall have exclusive right to schedule the fields and pavilion located on Amend Park utilizing the use process described herein.

7.2. **Maintenance Responsibilities:** APDC will, at minimum, ensure the following:

7.2.1. **Maintain** Amend Park restrooms, pavilion building, Amend Park signage; provide playing field layout and marking.

7.2.2. **Provide** for the playing field turf maintenance and horticultural practices including practices including fertilization and aerification of the playing fields on the Amend Park premises, and the application of turf grass weed control and turf maintenance treatments, thereon as necessary turf; and make repairs incidental to wear and tear on the playing fields. The Sports Field Managers Association (SFMA) Annual Athletic Field Maintenance Calendar for Cool-Season turf Grasses shall be used as a guide in determining proper field maintenance and horticultural practices.

7.2.3. **Provide** for the mowing of the soccer fields, not otherwise provided herein, as needed to maintain an acceptable playing height during scheduled soccer use. The SFMA's Annual Athletic Field Maintenance Calendar for Cool-Season Turf Grasses shall be used as a guide in determining proper mowing height.

7.2.4. **Provide** regular cleanup of the premises following scheduled uses, to include picking up litter on playing fields and surrounding areas contiguous to the playing field and depositing all litter into appropriate garbage receptacles provided by City. If litter is not picked up prior to the weekly mowing, or in a timely manner after schedule activities, City has the authority to pick up the litter and charge APDC.

7.2.5. **Provide** for the day-to-day maintenance of the synthetic turf field in accordance with the manufacturer's guidelines and keep records of all maintenance activities. All records will be provided to City in conjunction with next season's budget as provided in section '2'.

7.2.6. **APDC** may contract with the City to perform any of its non-turf maintenance responsibilities described above.

7.2.7. **APDC** shall contract with the City to perform all turf related responsibilities described above. APDC shall also contract with the City for all snow removal from any fields. APDC will reimburse City for snow plowing of fields at a rate of $48.38 per hour, not to exceed $150.00 per field.

7.2.8. **City** and Amend Park will create a Spring/Summer and Fall/Winter turf maintenance memorandum of understanding detailing mowing, fertilization, irrigation, aeration, seeding, sodding, and pest control.

7.2.9. **APDC** may employ a facilities manager/director/ or administrator whose responsibility among others, will be to facilitate and coordinate APDC's duties under this agreement.

7.2.10. **Utilities:** APDC shall be responsible for all utility costs associated with the Amend Park Premises with the exception of water and electrical service related to the irrigation of Amend Park.

7.2.11 **Restroom Facilities:** When permanent restrooms facilities are unavailable APDC shall provide for placement of adequate portable toilet units in Amend Park, except when no organized activities or events are scheduled. APDC shall clean the pavilion restrooms as often as needed to provide clean and sanitary restrooms for public use during usual Amend Park operation hour. If the restrooms are not kept clean and sanitary, City has the authority to clean the restrooms and charge APDC.

7.3 **Fees and Charges:** APDC may establish and charge fees and expenses, including but not limited to:

7.3.1. **Event fee** for all approved and schedules uses, including sport camps and schools, and other sporting, cultural, recreational events, and special events.

7.3.2. **Fee** for each individual, and/ or organization, for each approved Use Permit Applied for based on the current schedule of uses approved by APDC. Any such fee shall be equitably applied, charged and collected from all users, groups, organizations, or entities, public or private.

7.3.3. **City** scheduled events shall not be subject to any fee established by APDC, except for the costs directly attributable to that event, including the cost of stocking restrooms and providing portable toilets, field layout, paint, striping and damage associated with any event.

7.4. **Improvements:** APDC shall have the right to improve the Amend Park Premises in accordance with the Amend Master Plan, as currently adopted, or amended.

7.4.1. **Improvements** not contained in the Amend Park Master Plan must either be added to the Amend Park Master Plan through the Parks and Recreation Department's Park master Plan policy.

7.4.2. **In all cases,** APDC and City mutually agree to notify each other of any proposed new development sufficiently in advance to allow a reasonable time for each to review and approve preliminary plans or proposals.

7.4.3. **Any Project** greater the $25,000, will be awarded and managed by City. For all other projects APDC must secure all applicable permits and authorization under municipal, state, and federal law for any improvement under its control.

7.4.4. **All improvements** made to the Amend Park Premises in accordance herewith will become property of City upon completion.

7.5 **Concessions:** APDC shall have the right and responsibility for operation of any, and all, concessions associated with the Amend Park Premises during APDC scheduled uses and events. City will receive all revenue from City sponsored events for which they provide their own concessions. Concessions shall include all food and beverage items, as well as any other

products or goods to be sold or served on the Amend Park Premises. APDC shall have the right to:

7.5.1. **Assign** its right to operate any and all concessions to other groups, organizations, or entities.
7.5.2. **Contract** in whole or in part any concessions services associated with the Amend Park premises, or to operate through its own employees or member or users.

Provided, however that:

7.5.3. **All concessions** shall meet all applicable City, Health, Fire and Building Codes, including Signage; shall comply with all existing, and/or future policies adopted by City relating to the operations of concessions and placement of vendors and be off irrigated fields.

7.6. **Naming:** During the term of agreement APDC shall submit naming and memorial contribution opportunity request, and recommendations to City to name and designate field spaces, buildings, other structures and amenities on the Amend Park Premises for review under the City of Billings Parks, Recreation & Public Lands (PRPL) park naming policy.

7.7. **Advertising sales:** Amend Park has the exclusive right to sell advertising rights, space and opportunities, within the facility and retain all revenue from such sales including, but not limited to, signage, banners, scoreboard advertising, displays, announcements, program advertisements and product placements. APDC will coordinate with PRPL for placements of advertising on irrigated fields.

8. **CITY'S RIGHTS AND DUTIES:** in addition to other provisions of this agreement and those provided by law, City shall have the following right and duties:

8.1. **Provide** for the timely and regular irrigation of the Amend Park and its playing fields including trees, shrubs and other plantings.

8.2. **Mow** all grass and weed areas in Amend Park during the growing season, including all playing surfaces that is consistent with standard park practices.

8.3. **Control** weed growth on fences, along curb lines, and walkways.

8.4. **Maintain** all City sewer lines, water lines, and underground or overhead electrical lines, electrical services, curbs, gutters, and walkways.

8.5. **Empty** all dumpsters serving the Amend Park complex as needed.

8.6. **Turn** on all water lines and plumbing at earliest appropriate time, in the spring drain and disconnect the same in the fall.

9. **UTILITIES:** City shall be responsible for water service and electrical service related to irrigation of Amend Park.

10. **RESTROOM FACILITIES:** City shall be responsible for restoring operation of permanent restroom facilities in the spring and winterizing in the fall. The City shall be responsible for daily openings and closing of permanent restrooms seasonally with other City PRPL Operations.

11. **COST REIMBURSEMENT:** Any expenses incurred by APDC attributable to an event scheduled by City shall be reimbursed to APDC.

12. **RIGHT OF ENTRY AND INSPECTION:** Nothing herein shall interfere with City's right to enter and inspect the premises for any purpose consistent with his agreement or with the City's operation and maintenance of public park facilities. PRPL and APDC will jointly conduct a semi-annual (Spring and Fall) inspection of Amend Park.

13. **USE REQUEST:** All request for use by City and any person or organization shall be submitted to APDC in writing for approval at least (14) days prior to the proposed event unless a shorter period is approved by APDC. Approval or disapproval of all proposed uses shall be the responsibility of APDC and communicated to the event coordinator, within (7) days of receiving the event request, unless a shorter period is approved by the coordinator and APDC. APDC will post all approved events to its website within 24 hours of approval and will also notify PRPL via a method agreed to by both parties. APDC shall not unreasonably withhold approval.

14. **PROCEEDS:** The parties agree that the proceeds (defined as gross proceeds from all user fees, concession revenue, and any other payments, donation, grants, or contributions related to Amend Park or activities conducted at Amend Park) from the operation of Amend Park, shall be applied according to the following priorities.

14.1. **To APDC's** administrative cost and expenses.

14.2. **To Full-fill** APDC's maintenance responsibilities, under 7.2.

14.3. **To fund** a synthetic field Replacement Fund.

14.5. **To the City's** cost to fulfill its maintenance responsibilities under 8.1.

14.6. **Finally,** any remainder shall be provided to City for future operation and maintenance costs of Amend Park. Funds provided to City under this paragraph, will be separately accounted for and tracked to ensure that they are expended in accordance wherein.

15. **NOTICE:** APDC shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and City for resolution of issues relating to this agreement and to receive notices associated therewith. APDC shall notify City with any changes in contact information prior to the effective date of the change.

16. **ASSIGNMENT:** This agreement is not assignable by the APDC in whole or in part without the prior written approval of the City Council.

17. **NON-DISCRIMINATION:** the undersigned, either as an individual or on behalf of a group or organization, herby agrees that this facility shall not be used in any manner that would discriminate against any person or persons in the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

18. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued; and if said breach is not corrected within (30) days of said notice, or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the party wronged through a written notice of such provided at the end of the cure period. In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach, or reach agreement, regarding such, the parties agree to mediate this dispute prior to initiation any proceeding to terminate the Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. If mediation fails to resolve the dispute than either party may pursue termination and all other available remedies including, but not limited to litigation in court.

19. **ATTORNEYS FEES AND COSTS:** 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, then the prevailing party shall be entitled to reasonable attorney fee and costs, including costs of in-house counsel.

20. **INDEMNIFICATION/INSURANCE:**

20.1. **APDC** shall require that all organizations, or vendors, providing concessions to Amend Park Premises shall indemnify, defend and hold APDC and City harmless from and against all claims, damages, losses and expenses arising out of or resulting from such organizations or vendors providing concession negligent acts or omissions or those of any sub-contract, agent, or anyone directly or indirectly volunteering for or employed by them.

20.2. **APDC** shall provide proof of liability insurance for all if its own programs and events in the minimum of $1,500,000 each occurrence naming City as additional, non-contributory insured. APDC shall also require that each additional organization or vendor providing concessions using Amend Park Premises carry minimum liability insurance in the amount of one million five hundred thousand and no/100 dollars ($1,500,000) each occurrence (MCA Section 2-9-108 (1). Each organization shall provide APDC a Certificate of Insurance naming APDC and the City of Billings as additional insured parties. APDC shall provide a copy of said certificate to City for each event.

21. **AMENDMENTS AND MODIFICATION:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's

request. The parties hereby agree that any amendments, or modifications, to this agreement, or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement this _____

CITY: **CITY OF BILLINGS**, a Montana Municipal Corporation

_____
By: William Cole, Mayor

ATTEST:

By: _____
City Clerk

APDC: **THE BILLINGS AMEND PARK DEVELOMENT COUNCIL**, A Montana Corporation

_____
By: Michael Mayott, President
Amend Park Development Council

EXHIBIT A (4 pages)

PART 59—LAND AND WATER CONSERVATION FUND PROGRAM OF ASSISTANCE TO STATES; POST-COMPLETION COMPLIANCE RESPONSIBILITIES

Sec.
59.1 Applicability.
59.2 Information collection.
59.3 Conversion requirements.
59.4 Residency requirements.
59.5–59.6 [Reserved]

AUTHORITY: Sec. 6, L&WCF Act of 1965 as amended; Pub. L. 88–578; 78 Stat. 897; 16 U.S.C. 4601–4 *et seq.*

SOURCE: 51 FR 34184, Sept. 25, 1986, unless otherwise noted.

§ 59.1 Applicability.

These post-completion responsibilities apply to each area or facility for which Land and Water Conservation Fund (L&WCF) assistance is obtained, regardless of the extent of participation of the program in the assisted area

or facility and consistent with the contractural agreement between NPS and the State. Responsibility for compliance and enforcement of these provisions rests with the State for both State and locally sponsored projects. The responsibilities cited herein are applicable to the area depicted or otherwise described on the 6(f)(3) boundary map and/or as described in other project documentation approved by the Department of the Interior. In many instances, this mutually agreed to area exceeds that actually receiving L&WCF assistance so as to assure the protection of a viable recreation entity. For leased sites assisted under L&WCF, compliance with post-completion requirements of the grant ceases following lease expiration unless the grant agreement calls for some other arrangement.

§ 59.2 Information collection.

The information collection requirements contained in § 59.3 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.* and assigned clearance number 1024-0047. The information is being collected to determine whether to approve a project sponsor's request to convert an assisted site or facility to other than public outdoor recreation uses. The information will be used to assure that the requirements of section 6(f)(3) of the L&WCF Act would be met should the proposed conversion be implemented. Response is required in order to obtain the benefit of Department of the Interior approval.

§ 59.3 Conversion requirements.

(a) *Background and legal requirements.* Section 6(f)(3) of the L&WCF Act is the cornerstone of Federal compliance efforts to ensure that the Federal investments in L&WCF assistance are being maintained in public outdoor recreation use. This section of the Act assures that once an area has been funded with L&WCF assistance, it is continually maintained in public recreation use unless NPS approves substitution property of reasonably equivalent usefulness and location and of at least equal fair market value.

(b) *Prerequisites for conversion approval.* Requests from the project sponsor for permission to convert L&WCF assisted properties in whole or in part to other than public outdoor recreation uses must be submitted by the State Liaison Officer to the appropriate NPS Regional Director in writing. NPS will consider conversion requests if the following prerequisites have been met:

(1) All practical alternatives to the proposed conversion have been evaluated.

(2) The fair market value of the property to be converted has been established and the property proposed for substitution is of at least equal fair market value as established by an approved appraisal (prepared in accordance with uniform Federal appraisal standards) excluding the value of structures or facilities that will not serve a recreation purpose.

(3) The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Dependent upon the situation and at the discretion of the Regional Director, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider State requests to change the project sponsor when it is determined that a different political jurisdiction can better carry out the objectives of the original project agreement. Equivalent usefulness and location will be determined based on the following criteria:

(i) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs which are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as replacement property. Wetland areas and interests therein

with NPS. Section 6(f)(3) project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new project area pursuant to the substitution. Once the conversion has been approved, replacement property should be immediately acquired. Exceptions to this rule would occur only when it is not possible for replacement property to be identified prior to the State's request for a conversion. In such cases, an express commitment to satisfy section 6(f)(3) substitution requirements within a specified period, normally not to exceed one year following conversion approval, must be received from the State. This commitment will be in the form of an amendment to the grant agreement.

(d) *Obsolete facilities.* Recipients are not required to continue operation of a particular facility beyond its useful life. However, when a facility is declared obsolete, the site must nonetheless be maintained for public outdoor recreation following discontinuance of the assisted facility. Failure to so maintain is considered to be a conversion. Requests regarding changes from a L&WCF funded facility to another otherwise eligible facility at the same site that significantly contravene the original plans for the area must be made in writing to the Regional Director. NPS approval must be obtained prior to the occurrence of the change. NPS approval is not necessarily required, however, for each and every facility use change. Rather, a project area should be viewed in the context of overall use and should be monitored in this context. A change from a baseball field to a football field, for example, would not require NPS approval. A change from a swimming pool with substantial recreational development to a less intense area of limited development such as a passive park, or vice versa, would, however, require NPS review and approval. To assure that facility changes do not significantly contravene the original project agreement, NPS shall be notified by the State of *all* proposed changes in advance of their occurrence. A primary NPS consideration in the review of requests for changes in use will be the consistency of the proposal with the Statewide Comprehensive Outdoor Recreation Plan and/or equivalent recreation plans. Changes to other than public outdoor recreation use require NPS approval and the substitution of replacement land in accordance with section 6(f)(3) of the L&WCF Act and paragraphs (a) through (c) of this section.

[51 FR 34184, Sept. 25, 1986, as amended at 52 FR 22747, June 15, 1987]

§ 59.4 Residency requirements.

(a) *Background.* Section 6(f)(8) of the L&WCF Act prohibits discrimination on the basis of residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. The general provisions regarding nondiscrimination at sites assisted under Interior programs and, thereby, all other recreation facilities managed by a project sponsor, are covered in 43 CFR part 17 which implements the provisions of Title VI of the Civil Rights Act of 1964 for the Department.

(b) *Policy.* There shall be no discrimination for L&WCF assisted programs and services on the basis of residence, except in reasonable fee differentials. Post-completion compliance responsibilities of the recipient should continue to ensure that discrimination on the basis of residency is not occurring.

(c) *Fees.* Fees charged to nonresidents cannot exceed twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local public facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Recipients are prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. These provisions apply only to the approved 6(f)(3) areas applicable to the recipient. Nonresident

fishing and hunting license fees are excluded from these requirements.

§§ 59.5–59.6 [Reserved]

PART 60—NATIONAL REGISTER OF HISTORIC PLACES

Sec.
60.1 Authorization and expansion of the National Register.
60.2 Effects of listing under Federal law.
60.3 Definitions.
60.4 Criteria for evaluation.
60.5 Nomination forms and information collection.
60.6 Nominations by the State Historic Preservation Officer under approved State Historic Preservation programs.
60.7–60.8 [Reserved]
60.9 Nominations by Federal agencies.
60.10 Concurrent State and Federal nominations.
60.11 Requests for nominations.
60.12 Nomination appeals.
60.13 Publication in the FEDERAL REGISTER and other NPS notification.
60.14 Changes and revisions to properties listed in the National Register.
60.15 Removing properties from the National Register.

AUTHORITY: National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470 *et seq.*, and E.O. 11593.

SOURCE: 46 FR 56187, Nov. 16, 1981, unless otherwise noted.

§ 60.1 Authorization and expansion of the National Register.

(a) The National Historic Preservation Act of 1966, 80 Stat. 915, 16 U.S.C. 470 *et seq.*, as amended, authorizes the Secretary of the Interior to expand and maintain a National Register of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering and culture. The regulations herein set forth the procedural requirements for listing properties on the National Register.

(b) Properties are added to the National Register through the following processes.

(1) Those Acts of Congress and Executive orders which create historic areas of the National Park System administered by the National Park Service, all or portions of which may be determined to be of historic significance consistent with the intent of Congress;

(2) Properties declared by the Secretary of the Interior to be of national significance and designated as National Historic Landmarks;

(3) Nominations prepared under approved State Historic Preservation Programs, submitted by the State Historic Preservation Officer and approved by the NPS;

(4) Nominations from any person or local government (only if such property is located in a State with no approved State Historic Preservation Program) approved by the NPS and;

(5) Nominations of Federal properties prepared by Federal agencies, submitted by the Federal Preservation Officer and approved by NPS.

§ 60.2 Effects of listing under Federal law.

The National Register is an authoritative guide to be used by Federal, State, and local governments, private groups and citizens to identify the Nation's cultural resources and to indicate what properties should be considered for protection from destruction or impairment. Listing of private property on the National Register does not prohibit under Federal law or regulation any actions which may otherwise be taken by the property owner with respect to the property.

(a) The National Register was designed to be and is administered as a planning tool. Federal agencies undertaking a project having an effect on a listed or eligible property must provide the Advisory Council on Historic Preservation a reasonable opportunity to comment pursuant to section 106 of the National Historic Preservation Act of 1966, as amended. The Council has adopted procedures concerning, *inter alia*, their commenting responsibility in 36 CFR part 800. Having complied with this procedural requirement the Federal agency may adopt any course of action it believes is appropriate. While the Advisory Council comments must be taken into account and integrated into the decisionmaking process, program decisions rest with the agency implementing the undertaking.

(b) Listing in the National Register also makes property owners eligible to be considered for Federal grants-in-aid for historic preservation.

ArcGIS Web Map



City Council Regular

Date:	02/13/2023
Title:	Amend Park Development Council 2023 Proposed Annual Budget and Fee Structure
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff and the Parks, Recreation and Cemetery (PRC) Board recommend that the City Council approve the 2023 Amend Park Development Council (APDC) annual budget and fee structure as presented.

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

The APDC was established to promote and manage Amend Park; to raise funds to develop the park to complement the neighborhood, and fill a community need for a multi-use sports and special events complex with a focus on soccer. The APDC is required to submit an annual budget to the City Council for approval. The PRC Board reviewed the 2023 APDC proposed budget and fee structure on January 11, 2023. The PRC Board voted unanimously to recommend approval to the City Council. The proposed budget and fee structure are attached.

ALTERNATIVES

City Council may:

- Approve the proposed APDC 2023 annual budget and fee structure, or
- Amend and approve the proposed APDC 2023 annual budget and fee structure.

FISCAL EFFECTS

There are no changes from 2022 in the proposed APDC 2023 fee structure.

Attachments

APDC 2023 Budget

Amend Park Development Council
Profit & Loss Budget Overview
January through December 2023

		Jan - Dec 23
Ordinary Income/Expense		
Income		
Advertising Income		4,000.00
Concession Revenues		61,870.55
Interest Income		2.75
Other Types of Income		
Miscellaneous Revenue	288.33	
Total Other Types of Income		288.33
Park User Fees		232,535.90
Total Income		298,697.53
Gross Profit		298,697.53
Expense		
Yellowstone Adult league		5,329.36
Alarm System		354.00
Accounting Fees		100.00
*Payroll Expenses		31,103.04
Advertising		546.00
Bank Service Charges		576.38
Concessions		6,728.35
Concessions - Food		11,687.24
Depreciation Expense		25,913.46
Dues and Subscriptions		736.00
Field Expenses		
Fuel & Gas Expense	35.56	
Signs	436.30	
Layout	36.96	
Nets	1,137.50	
Paint	11,475.18	
Portable Toilets	2,116.45	
Turf Management	74,943.40	
Field Expenses - Other	100.00	
Total Field Expenses		90,281.35
Insurance - Liability		3,200.21
Miscellaneous		50.00
Operations		
Utilities		
Gas & Electric	4,614.77	
Pest Control	799.69	
Utilities - Other	2,554.34	
Total Utilities		7,968.80
Taxes & Licenses		2,187.34
Postage, Mailing Service		79.05
Supplies		631.07
Telephone, Telecommunicati...		887.37
Operations - Other		14,494.34
Total Operations		26,247.97
Other		-3.00
Payroll Expenses		963.54
Uncategorized Expenses		-1,093.64
Total Expense		202,720.26
Net Ordinary Income		95,977.27
Net Income		**95,977.27**

Amend Park Development Council
STATEMENT OF NET ASSETS
As of December 23, 2022

	Dec 23, 22	
ASSETS		
Current Assets		
Checking/Savings		
Ckg - AMEND PARK DEVELOPMENT CO		
Without Restrictions	55,342.81	
With Restrictions	-292.76	
Total Ckg - AMEND PARK DEVELOPMENT ...		55,050.05
DA Davidson RESTRICTED ACCOUNT		75,031.04
Petty Cash		100.00
Total Checking/Savings		130,181.09
Accounts Receivable		
Accounts Receivable		73,712.75
Total Accounts Receivable		73,712.75
Total Current Assets		203,893.84
Fixed Assets		
Equipment		
2018 John Deer Gator	26,000.00	
Generator		
Accumulated Depreciation	-499.99	
Generator - Other	499.99	
Total Generator		0.00
AED		
Accumulated Depreciation	-1,200.24	
AED - Other	1,699.00	
Total AED		498.76
Toro 3500D Groundmaster		
Accumulated Depreciation	-1,252.00	
Toro 3500D Groundmaster - Other	2,500.00	
Total Toro 3500D Groundmaster		1,248.00
2019 Refigerator		
Accumulated Depreciation	-2,378.71	
2019 Refigerator - Other	3,505.00	
Total 2019 Refigerator		1,126.29
2019 Utility Trailer		
Accumulated Depreciation	-1,432.00	
2019 Utility Trailer - Other	2,454.00	
Total 2019 Utility Trailer		1,022.00
Lacrosse Goals		
Accumulated Depreciation	-627.14	
Lacrosse Goals - Other	1,089.30	
Total Lacrosse Goals		462.16
2019 9v9 Goals (5)		
Accumulated Deprication	-3,436.00	
2019 9v9 Goals (5) - Other	6,875.00	
Total 2019 9v9 Goals (5)		3,439.00
2018 Sheds		
Accumulated Deprication	-3,102.44	
2018 Sheds - Other	7,240.12	
Total 2018 Sheds		4,137.68

Amend Park Development Council
STATEMENT OF NET ASSETS
As of December 23, 2022

	Dec 23, 22	
2018 0618 Full Size Goals (6)		
Accumulated Depreciation	-11,204.00	
2018 0618 Full Size Goals (6) - Other	13,710.00	
Total 2018 0618 Full Size Goals (6)		2,506.00
LED Projector		
Accumulated Depreciation	-2,250.00	
LED Projector - Other	2,250.00	
Total LED Projector		0.00
20180618 9v9 Goal		
Accumlated Deprication	-942.00	
20180618 9v9 Goal - Other	1,350.00	
Total 20180618 9v9 Goal		408.00
Painter - Kromer		
Accumulated Depreciation	-24,752.35	
Painter - Kromer - Other	24,752.35	
Total Painter - Kromer		0.00
20180213 Full Size Goals		
Accumulated Deprication	-9,960.00	
20180213 Full Size Goals - Other	10,890.00	
Total 20180213 Full Size Goals		930.00
Total Equipment		41,777.89
Furniture and Equipment		
Security System		
Accumulated Deprication	-2,950.49	
Security System - Other	2,950.49	
Total Security System		0.00
Total Furniture and Equipment		0.00
Total Fixed Assets		41,777.89
Other Assets		
15 Foot Club Shelter		
Accumulated Depreciation	-447.50	
15 Foot Club Shelter - Other	4,475.00	
Total 15 Foot Club Shelter		4,027.50
21 Foot Portable Shelter #1		
Accumulated Depreciation	-2,985.00	
21 Foot Portable Shelter #1 - Other	29,850.00	
Total 21 Foot Portable Shelter #1		26,865.00
Total Other Assets		30,892.50
TOTAL ASSETS		**276,564.23**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		-932.48
Total Accounts Payable		-932.48
Credit Cards		
Chase Inc		
8568 Austin Ragsdale		1,238.59

Amend Park Development Council
STATEMENT OF NET ASSETS
As of December 23, 2022

			Dec 23, 22
230 Michael Mayott			1,261.60
Total Chase Inc			2,500.19
Total Credit Cards			2,500.19
Other Current Liabilities			
Direct Deposit Liabilities			1,746.80
*Payroll Liabilities			1,132.73
Total Other Current Liabilities			2,879.53
Total Current Liabilities			4,447.24
Total Liabilities			4,447.24
Equity			
NET ASSETS			
With Restrictions			
Net Assets - Temp Restricted			
DA Davidson Turf Field Fund	12,500.00		
Net Assets - Temp Restricted - Other	350.00		
Total Net Assets - Temp Restricted		12,850.00	
Total With Restrictions			12,850.00
Without Restrictions			
Net Assets - Unrestricted		147,577.64	
Without Restrictions - Other		-38,749.29	
Total Without Restrictions			108,828.35
Total NET ASSETS			121,678.35
Retained Earnings			103,805.63
Net Income			46,633.01
Total Equity			272,116.99
TOTAL LIABILITIES & EQUITY			276,564.23

User Fees

User Fees are based upon field size utilized for the events Match Field Size (Match/Contest or 1.5 hours)
11 v 11 $100
9 v 9 $ 80
7 v 7 $ 64
5 v 5 $ 50
4 v 4 $ 50
3 v 3 $ 20

Training Fields (1.5 hours)
½ 11 v 11 $ 50
½ 9 v 9 $ 40
½ 7 v 7 $ 32
½ 5 v 5 $ 25
½ 4 v 4 $ 25
3 v 3 $ 20
(There is no cap or refund to fees)

Seminar Room rental - $100 per event
Pavilion rental - $100 per event

City Council Regular

Date:	02/13/2023
Title:	W.O. 23-16: Landfill Scale Addition, Professional Services Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Professional Services Contract with HDR Engineering, Inc. for W.O. 23-16: Landfill Scale Addition, in the amount of $117,320.

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

The City of Billings Landfill currently utilizes three scales in its operation, one inbound and two outbound, to monitor loads of waste and determine disposal fees. The Solid Waste Division proposes to install another inbound scale to improve the traffic flow into and out of the scales area and the Landfill in general. The new inbound scale will be primarily used by larger commercial trucks and the City's collection trucks, which will shorten the line for other customers needing to access the primary inbound scale. As part of the project, the new scale will be integrated into the existing scale house operations and the existing roadway will be modified to add another lane near the scale entrance. A by-pass lane will be maintained around the scales.

This project consists of performing professional engineering evaluation, design, bidding services, and construction contract administration services. The scope of work also includes Project Management and Materials Testing.

The City requested proposals for professional engineering services from ten prequalified firms, the list derived from the established Statement of Qualifications. Three proposals were received from Great West Engineering, HDR Engineering, and Stahly Engineering and Associates. HDR was selected for the project using the proposal process. The consultant selection was based on Project Team and Availability, Project Approach, and Firm Qualifications and Experience related to the project needs.

ALTERNATIVES

City Council may:

- Approve award of a Professional Services Contract to HDR Engineering, Inc; or,
- Not approve a contract with HDR Engineering, Inc. If this agreement is not approved, this work will be delayed, which would result in longer wait lines at the Landfill scales, which directly impacts City operations and the public and commercial use of the Landfill.

FISCAL EFFECTS

The contract is in the amount of $117,320 and is being funded with Solid Waste Landfill Funds budgeted in FY23 in the amount of $800,000. There are adequate funds available for this contract amount. Remaining funds will be used for construction.

Attachments

WO 23-16 Professional Services Agreement

Contract for Professional Architectural and Engineering Services

City of Billings W.O. 23-16
Landfill Scale Addition

In consideration of the mutual promises herein, City of Billings and HDR Engineering, 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;

Appendix A consisting of 5 pages (Basic Services of Contractor);

Appendix B consisting of 2 page (Methods and Times of Payment);

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

Appendix D consisting of 3 page (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 20 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 HDR Engineering Inc. (HDR).

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; CD, DVD, or flash drive 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. If required, 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 31, 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 e-mail, facsimile (FAX), or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Will Robbins
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101
e-mail: robbinsw@billingsmt.gov
FAX: (406) 237-6291

Contractor: Tim Erickson, PE
HDR Engineering, Inc.
970 S 29th St W
Billings, MT 59102
e-mail: Timothy.Erickson@hdrinc.com
FAX: (406) 652-2758

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: Area 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:_____

HDR Engineering, Inc.

_____

Name: Jared R. Harris
Title: Vice President
Date:_____

IRS Tax ID # 47-0680568

APPROVED AS TO FORM:

By_____
City Attorney

Appendix A

Basic Services of Engineer
City of Billings W.O. 23-16 – Landfill Scale Addition

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. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard

Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. 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 Tim Erickson working under the Principal-in-Charge, Jared Harris.

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 Will Robbins, working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

The City of Billings proposes to add another inbound scale, modifying the existing roadway to access the new scale and still maintain a by-pass lane at the landfill. The landfill currently uses three scales, one inbound and two outbound, to monitor loads of waste and determine disposal fees. The proposed new inbound scale will be primarily used by larger commercial trucks and the City's collection trucks. The new scale will be integrated into the existing scale house operations.

General Project Assumptions

The following are assumptions associated with the scope of services for this project:

- Project will be bid in June 2023 with construction anticipated in summer 2023.
- Geotechnical investigations are not required. The structural design will be based on the geotechnical information and as-builts from W.O. 17-12 – Landfill Drop-Off Facility project.

TASK 100 – PROJECT MANAGEMENT

101 – Project Management

As part of this task, the Project Manager will lead coordination of the design team with the City as well as monitor the design team and subconsultants. Project Manager and Accountant will monitor project status, maintain a project schedule, and prepare monthly invoices with progress reports.

Deliverables:

- Monthly invoices and progress reports

102 – Project Meetings

HDR will attend the following meetings:

- City and consultant project team kickoff meeting
- 60% Plan Review meeting
- Final Plan Review meeting

Assumptions:

- Up to two team members will attend each meeting

Deliverables:

- Meeting Minutes

TASK 200 – SURVEY AND GEOTECHNICAL INVESTIGATIONS

201 – Survey

Provide survey services for design including engineering topographical survey of the existing site.

Survey to be performed by Performance Engineering—sub-consultant.

TASK 300 – PRELIMINARY DESIGN

301 – Preliminary Design

Complete a preliminary design of new inbound scale system including layout, selection of scale specifics, necessary modifications to the scale house electrical system, scale foundation design, and site civil design. HDR will also review and update the hydraulics from W.O. 17-12 and describe the existing and proposed drainage patterns in the drainage memo.

Assumptions:

- The basis of the plan will be in general conformance with the arrangement within our original proposal. Modifications desired by landfill staff will be discussed and incorporated during the kickoff meeting.
- The proposed scale will be determined prior to preliminary design, and the manufacturer will provide details showing the location of load cells, and requirements for supports.
- Temporary access routing during construction will be coordinated with landfill staff.
- Scale communication and computer connections may require City IT assistance. HDR assumes sufficient network space is available.
- Scale foundations will include drilled shafts.
- Drawings and specifications will be provided in electronic format.

Deliverables:

- Preliminary Design Drawings and Project Specifications
- Preliminary Cost Estimate
- Preliminary drainage memo

TASK 400 – FINAL DESIGN

401 – Final Scale Design

Incorporate comments and design revisions from preliminary design to develop bid plans, specs, and cost estimate. Perform an in-field plan review of the project.

Assumptions:

- No water main, sewer main, or service improvements are included in this project.
- No utility relocations are required for this project.
- Construction cost estimate will be based on preliminary quantities and will include a 10% contingency.

Deliverables:

- Design plans, specs, and construction cost estimate.

TASK 500 – Bid Phase

501 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addenda as needed. Schedule and conduct pre-bid meeting.

Assumptions:

- Bid openings online, in-person attendance not required.

Deliverables:

- Pre-bid Meeting Minutes.

502 – Post-Bid Administrative Assistance

Receive, evaluate, and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Issue Notice of Award.

Deliverables:

- Notice of Award.

TASK 600 – Construction Administration

601 – Construction Initiation Services

After award of the construction contract, the Consultant will prepare Contracts and Conformed Documents and conduct a preconstruction conference and prepare minutes summarizing the conference. The Consultant will provide the contractor up to four hard copies of the plans and electronic/CADD files for construction, if requested.

602– Office Assistance and Administration

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, interpretation of drawings and specifications including answering requests for information (RFI), shop drawing review, monitoring of compliance with procedure requirements on the project, coordinating with the contractor, evaluation of pay estimates, review for compliance of certified payrolls, and conducting weekly (or as needed) construction meetings.

603 – Field Services

The Consultant will provide part-time on-site construction administration/monitoring services and construction staking. The Consultant will provide weekly monitoring reports and provide immediate notifications if issues arise during construction.

The Consultant will provide material testing to complete City of Billings Quality Assurance testing. Material and density testing will be in conformance with City of Billings testing specifications and Standard Mods for street and storm utility construction and in conformance with the approved plans and specifications. Montioring will be documented and included in final close-out documents for the project. Pavement subgrade observation will be made, especially in those areas where soft subgrades are encountered.

On-site construction administration assumes part-time during a 60-calendar day construction schedule. Inspection personnel will be present to observe and thoroughly document underground installations. For above ground improvements, inspection will occur as needed relative to the pace of construction and the completion of critical elements to be inspected and/or approved.

Field Services includes project documentation including daily diaries and photographs in conformance with City of Billings and industry standards; coordinate, manage, and sub-contract with materials testing firm; check that materials are documented and meet project specifications; identify non-compliant work in a timely manner for correction; document and track project quantities, verify quality and content of work complies with contract documents; review project documents to be accurate and current; document and report field conditions to the City; coordinate with City; establish progress report schedule.

604 – Construction Wrap-up and Acceptance

Upon completion of the construction of the improvements, the Consultant will schedule and hold a final project walk-through and assist the City in the final wrap-up of the project, preparation of a punch list, preparation of Certificate of Substantial Completion, information review and recommendation of final acceptance. HDR will coordinate a 2-year warranty walk through, develop a punch list, and close out.

605 – As-Built Plans

Develop As-Built plans based on mark-ups from field services.

Appendix B

Methods and Times of Payment

W.O. 23-16
Landfill Scale Addition

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 and 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.

Task Series 100 – Project Management	$ 7,500
Task Series 200 – Survey	$ 5,400
Task Series 300 – Preliminary Design	$ 33,200
Task Series 400 – Final Design	$ 20,300
Task Series 500 – Bidding Services	$ 5,320
Task Series 600 – Construction Contract Administration	$ 45,600
TOTAL	**$ 117,320**

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 fees in Appendix D.

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

W.O. 23-16
Landfill Scale Addition

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

A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees

W.O. 23-16
Landfill Scale Addition

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 on the following page.

The itemized schedule provided 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.

MONTANA AREA
2023 HOURLY RATE SCHEDULE

BILLING CLASSIFICATION	RATE RANGES		
ENGINEERS			
Design Engineers	$ 112.00	-	$ 142.00
Project Engineers / Project Managers	$ 151.00	-	$ 213.00
Sr Engineers / Sr Project Managers	$ 205.00	-	$ 260.00
Project Principal / Sr Technical Advisors	$ 249.00	-	$ 366.00
DESIGNERS / TECHNICIANS / INSPECTORS	$ 96.00	-	$ 209.00
CADD / BIM Specialist	$ 68.00	-	$ 158.00
Project Support	$ 68.00	-	$ 185.00

2023 CHARGEABLE EXPENSE SCHEDULE

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

SUBSISTENCE (PER DIEM)

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

TRAVEL

Travel expenses will be charged at the following rates unless a separate rate is negotiated for a specific

2 Wheel Drive Vehicle	$	0.75 /mile
4 x 4 Vehicle	$	0.75 /mile
Rental Vehicles & Aircraft	$	Actual Cost

TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual cost.

SPECIAL EQUIPMENT CHARGES

Electronic Distance Measuring	$	10 /hr.
GPS - GEO XT	$	20 /hr.
GPS - RTK	$	40 /hr.
Manta 3-Phase Test Set	$	40 /hr.
Meggar Testing Equipment	$	250 /day
Soil Resistivity Testing Equipment	$	500 /day
UTV	$	10 /hr.

2023 CHARGEABLE EXPENSE SCHEDULE (continued)

PRINTING

B&W 8.5x11 30% RECYCLED	$	0.04	each
B&W 11x17 30% RECYCLED	$	0.08	each
COLOR 11X17	$	0.9	each
COLOR ON CARD STOCK 11X17	$	1.5	each
COLOR 30% RECYCLED 8.5x11	$	0.14	each
COLOR 30% RECYCLED 11x17	$	0.28	each
PLASTIC COIL BIND TO 1 IN	$	1.45	each
PAGE INSERTING	$	0.01	each
3 HOLE DRILL	$	0.01	each
8.5x11 5-TAB DIVIDERS	$	0.48	each
11x17 CLEAR COVERS	$	1.78	each
11x17 Black COVERS	$	1.82	each
8.5x11 BLACK BINDERS	$	12.19	each
3" BINDERS	$	14.39	each
11x17 BLACK BINDERS	$	19	each
11x17 TABS	$	0.48	each

SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.)

Distribution	$	20	/mile
Transmission	$	30	/mile

OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

Appendix E

Project Schedule

W.O. 23-16
Landfill Scale Addition

Based on a notice to proceed by Billings no later than February 13, 2023 , the completion dates for the Engineer's work shall be:

1. 75% Design – April 2023
2. Opinion of Probable Costs – late April 2023
3. Final Design, Bid Package Complete – May 2023
4. Bid Opening – June 2023
5. Construction period – July 2023 to October 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.

Appendix F

Certificate(s) of Insurance

W.O. 23-16
Landfill Scale Addition

Attach Certificate(s) of Insurance

CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)
5/16/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Lloyd's of London — 38253
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES * **CERTIFICATE NUMBER:** 15296725 **REVISION NUMBER:** XXXXXXX

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:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: $2,000,000 AGGREGATE: $2,000,000.	

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

CERTIFICATE HOLDER

15296725
City of Billings, Montana
Attention: Will Robbins
2224 Montana Avenue
Billings MN 59101-2418

CANCELLATION See Attachment

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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This endorsement, effective: 06/01/2022 12:01 A.M.

Forms a part of policy no.: P001412200

Issued to: HDR, Inc

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person orther employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/07/2022

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company — 23035 **INSURER B :** Ohio Casualty Insurance Company — 24074 **INSURER C :** Liberty Insurance Corporation — 42404 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** W25022849 **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 [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-032	06/01/2022	06/01/2023	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-042	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO(23)57919363	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-012	06/01/2022	06/01/2023	[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

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Billings
Attn: Dakota Martonen
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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Review of various Traffic Impact Studies

Additional Insured: City

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SR ID: 22682126 BATCH: 2551847 CERT: W25022849

Policy Number: TB2-641-444950-032

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-032

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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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

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Policy Number TB2-641-444950-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-444950-042
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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POLICY NUMBER: TB2-641-444950-032

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: As required by written contract or agreement
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 un der 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.

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
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 c ontract 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

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-012 Effective Date 06/01/2022 Premium
$

Issued to:HDR Engineering, Inc.

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Policy Number TB2-641-444950-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-042
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		**30**

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-012 Effective Date 06/01/2022 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

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City Council Regular

Date:	02/13/2023
Title:	Build Grant: Northwest Billings Connector (W.O. 09-12 Inner Belt Loop) and Marathon Loop (W.O. 21-38 Skyline Trail) - Consultant Agreement
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council award a professional services contract to provide construction contract administration services for the 2020 Build Grant: Northwest Billings Connector and Marathon Loop to Sanderson Stewart, in the amount of $1,248,000.

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

This contract will provide the construction contract administration services for the 2020 Build Grant: Northwest Billings Connector and Marathon Loop. Additional major scope of work items include construction observation, construction staking, weekly construction meetings, and materials testing. The construction project consists of two schedules. Schedule 1: W.O. 09-12 Inner Belt Loop (Northwest Billings Connector) will construct 5 miles of new road and multi-use trail connecting Alkali Creek Road to Highway 3 at Zimmerman Trail. Schedule II: W.O. 21-38 Skyline Trail (Marathon Loop) will construct the Skyline Trail and associated parking lots between Zimmerman Trail and the eastern limits of the existing Skyline Trail.

Sanderson Stewart was selected for the project using the proposal process. Four other proposals were received from DOWL HKM, Kadrmas Lee & Jackson, Morrison-Maierle, and HDR Engineering. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

The consultant selection process and draft contract has been reviewed and approved by Federal Highway Administration (FHWA) as part of the Build Grant process.

ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to Sanderson Stewart, or;
- Not approve awarding the contract to Sanderson Stewart. If the project is not awarded, the City will not be able to provide construction contract administration services as required by the Build Grant Agreement and the City may be in jeopardy of losing the Build Grant Funding for the project.

FISCAL EFFECTS

Schedule 1: The City committed $7,000,000 of previous years' arterial construction fees for the Northwest Billings Connector project toward the 2020 BUILD Grant. The funding was approved by the City Council as part of the annual budgeting process. The BUILD grant amount is $7,620,385, bringing the total available funding to $14,620,385.

Schedule 2: Billings TrailNet donated $85,000 towards the Marathon Loop (Skyline Trail) portion of the project and BUILD grant funds total $4,036,380 for a total project funding of $4,121,680.

The total project funding is $18,742,065. The construction contracts total $14,106,653.20. This contract is for $1,248,000. Total construction and engineering is $15,354,653.20. There is sufficient budget to award this contract. Remaining funds will be used for contingency and any change orders. Staff submitted a list of potential project enhancements to FHWA to utilize some of the contingency budget and is awaiting that approval.

Attachments

Build Grant - Prof. Services Contract

Contract for Professional Architectural and Engineering Services

Build Grant: Northwest Billings Connector (W.O. 09-12 Inner Belt Loop) and Marathon Loop (W.O. 21-38 Skyline Trail) Construction Engineering Services and Staking

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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 2 pages (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 2 pages (Project Schedule);

Appendix F consisting of 1 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 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 August 15, 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 of Billings
Public Works - Engineering
2224 Montana Avenue
Billings, Montana 59102 FAX: (406) 237-6291

Contractor: Tim Pirtz, PE
Sanderson Stewart
1300 North Transtech Way
Billings, Montana 59102 FAX: N/A

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: Michael Sanderson
Sanderson Stewart - 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 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: Michael Sanderson

Title: President/CEO

Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
City Attorney

Appendix A

Basic Services of Engineer

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. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. 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 Tim Pirtz working under the Principal-in-Charge, Tim Pirtz .

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 Travis Harris .

Section 3. Scope of Work.

1. Construction Services for Skyline Trail (Marathon Loop)

- **Project Management, Coordination and Meetings.** The tasks associated with this phase includes Contractor, Client and project stakeholders calls and correspondence, project team coordination, invoicing and General Project Management tasks associated with the Skyline Trail portion of the project.

- **Pre-Construction Meeting, Agenda and Minutes.** Prepare agenda, attend and facilitate the pre-construction meeting (up to three attendees) and prepare and distribute meeting minutes.

- **Weekly Progress Meetings.** The work involved in this task includes attendance of a weekly progress meeting with the City, Contractor and Sanderson Stewart's Field Engineer and Project Engineer. The meetings will be facilitated by Sanderson Stewart and will include preparing agenda and minutes throughout the project duration, estimated at 30 weeks.

- **Pre-Construction Photos**. The work under this phase includes one Sanderson Stewart field representative taking pre-construction photos along the entire Skyline Trail. Task duration is expected to last one full working day.

- **Shop Drawing Review**. This work involves reviewing, providing comments and distributing the shop drawings specifically related to the Skyline Trail project.

- **Payment Applications.** This work involves reviewing and processing the monthly payment application submitted by the Contractor. The fee assumes the review will be completed by both the Sanderson Stewart's field representative and Project Manager and includes time to review certified payroll.

- **Change Orders, Work Change Directives.** This work involves preparing change orders or Work Change Directives specifically related to the Skyline Trail Project.

- **Respond to Contractors RFI's.** This task includes responding to and processing Contractor's Requests for Information (RFI's) specifically related to the Skyline Trail Project.

- **Engineer's Site Visits.** Sanderson Stewart's Project Engineer or Project Manager will visit the site weekly throughout the 30-week duration of the project.

- **Construction Observation.** Sanderson Stewarts will provide a qualified field representative to observe and provide documentation on the Contractors work specific to the Skyline Trail. The scope is assumed to be on a full-time basis, of 10 hours per day, throughout the estimated 150 working day duration of the project.

- **Substantial Completion Walk-thru.** Sanderson Stewart's Project Engineer and Field Representative with attend the Substantial Completion walk-thru with the City and Contractor which is anticipated to last up to 8 hours. Upon completion of the walk-thru, Sanderson Stewart will prepare a punch-list showing the items that need to be addressed.

- **Final Completion Walk-thru.** Upon completion of the punch list, Sanderson Stewart's field representative will review the Contractor's work to confirm completion of the punch list items.

- **As-built (Record) Drawings.** Sanderson Stewart will prepare a set of Project Record Drawings that show the modification made throughout the duration of the project. Said Record Drawings will be based on the redlined set of drawings prepared by the Contractor.

- **Warranty Walk-thru.** Sanderson Stewart's Project Engineer or Field Representative will attend the two-year warranty walk-thru with the City and Contractor. Upon completion of the walk-thru, Sanderson Stewart will prepare a punch-list showing the items that need to be addressed. Following completion of the repairs, Sanderson Stewart's Field Representative will review the repairs to confirm completion.

- **Project Close-out.** This task includes preparing, packaging and submitting the necessary project documentation required by the City of Billings and Federal Highways Department, to include but not necessarily be limited to the project record drawings, shop drawings and daily inspection reports. This task also includes archiving the project in accordance with Sanderson Stewarts standards process.

2. Construction Services for the Inner Belt Loop (Northwest Connector)

- **Project Management, Coordination and Meetings.** The tasks associated with this phase includes Contractor, Client and project stakeholders calls and correspondence, project team coordination, invoicing and General Project Management tasks associated with the Inner Belt Loop portion of the project.

- **Pre-Construction Meeting, Agenda and Minutes.** Prepare agenda, attend and facilitate the pre-construction meeting (up to three attendees) and prepare and distribute meeting minutes.

- **Weekly Progress Meetings.** The work involved in this task includes attendance of a weekly progress meeting with the City, Contractor and Sanderson Stewart's Field Engineer and Project Engineer. The meetings will be facilitated by Sanderson Stewart and will include preparing agenda and minutes throughout the project duration, estimated at 39 weeks.

- **Pre-Construction Drone**. The work under this phase includes one Sanderson Stewart preparing and developing a flight plan, providing field work to pilot the drone and post-processing the drone footage. Due to the proximity to the airport, drone flights may be prohibited, and the existing site conditions will be recorded via photos or video.

- **Shop Drawing Review**. This work involves reviewing, providing comments and distributing the shop drawings specifically related to the Inner Belt Loop project.

- **Payment Applications.** This work involves reviewing and processing the monthly payment application submitted by the Contractor. The fee assumes the review will be completed by both the Sanderson Stewart's field representative and Project Manager and includes time to review certified payroll.

- **Change Orders, Work Change Directives.** This work involves preparing change orders or Work Change Directives specifically related to the Inner Belt Loop Project.

- **Respond to Contractors RFI's.** This task includes responding to and processing Contractor's Requests for Information (RFI's) specifically related to the Inner Belt Loop Project

- **Engineer's Site Visits.** Sanderson Stewart's Project Engineer or Project Manager will visit the site weekly throughout the 39-week duration of the project.

- **Construction Observation.** Sanderson Stewarts will provide a qualified field representative to observe and provide documentation on the Contractors work specific to the Inner Belt Loop. The scope is assumed to be on a full-time basis, of 10 hours per day, throughout the estimated 193 working day duration of the project. Due to the size of the project, there will be times when additional field staff will be required to provide adequate construction observation. For purposes of this

scoping, an additional 25 percent of the hours have been included to cover the additional oversight.

- **Substantial Completion Walk-thru.** Sanderson Stewart's Project Engineer and Field Representative with attend the Substantial Completion walk-thru with the City and Contractor. Upon completion of the walk-thru, Sanderson Stewart will prepare a punch-list showing the items that need to be addressed.

- **Final Completion Walk-thru.** Upon completion of the punch list, Sanderson Stewart's field representative will review the Contractor's work to confirm completion of the punch list items.

- **As-built (Record) Drawings.** Sanderson Stewart will prepare a set of Project Record Drawings that show the modification made throughout the duration of the project. Said Record Drawings will be based on the redlined set of drawings prepared by the Contractor.

- **Warranty Walk-thru.** Sanderson Stewart's Project Engineer or Field Representative will attend the two-year warranty walk-thru with the City and Contractor. Upon completion of the walk-thru, Sanderson Stewart will prepare a punch-list showing the items that need to be addressed. Following completion of the repairs, Sanderson Stewart's Field Representative will review the repairs to confirm completion.

- **Project Close-out.** This task includes preparing, packaging and submitting the necessary project documentation required by the City of Billings and Federal Highways Department, to include but not necessarily be limited to the project record drawings, shop drawings and daily inspection reports. This task also includes archiving the project in accordance with Sanderson Stewarts standards process.

3. Construction Staking for Skyline Trail (Marathon Loop)

- **Project Management, Coordination and Meetings.** The tasks associated with this phase includes team and Contractor coordination and time for the Survey Manager to coordinate with the field construction staking crew.

- **Prepare Staking Points and Alignments.** Prepare and export alignments and staking points to be used by the field crew to provide Construction Staking.

- **Field Staking.** Provide field staking to include the following:

    - Grub limits will be based on the slope staking at 50 feet intervals and at key horizontal and vertical geometry points at PC's, PT's superelevation runoff and runout point, high and low points.
    - Rough grading will be based on the same slope staking points. It is assumed the finish grade surface model will be shared with the Contractor to assist them in grading with GPS guided equipment.

- Subgrade will be provided upon request from Contractor at the same frequency as the slope staking
- Gravel Base Bluetops will be provide at the same frequency as the slope staking.
- Quality Assurance spot elevations checks will be done frequently to confirm GPS guided grades are matching required subgrades and bluetop elevations
- Miscellaneous Staking from cogo point for specific items such as culverts, signs, striping, curb and gutter, etc.

4. Construction Staking for Inner Belt Loop (Northwest Connector)

- **Project Management, Coordination and Meetings.** The tasks associated with this phase includes team and Contractor coordination and time for the Survey Manager to coordinate with the field construction staking crew.

- **Prepare Staking Points and Alignments.** Prepare and export alignments and staking points to be used by the field crew to provide Construction Staking.

- **Field Staking.** Provide field staking to include the following:

    - Grub limits will be based on the slope staking at 50 feet intervals and at key horizontal and vertical geometry points at PC's, PT's superelevation runoff and runout point, high and low points.
    - Rough grading will be based on the same slope staking points. It is assumed the finish grade surface model will be shared with the Contractor to assist them in grading with GPS guided equipment.
    - Subgrade will be provided upon request from Contractor at the same frequency as the slope staking
    - Gravel Base Bluetops will be provide at the same frequency as the slope staking.
    - Quality Assurance spot elevations checks will be done frequently to confirm GPS guided grades are matching required subgrades and bluetop elevations
    - Miscellaneous Staking from COGO points for specific items such as culverts, signs, striping, etc.

5. Materials Testing for Skyline Trail (Marathon Loop)

Materials Testing will be provided by a subconsultant directly retained by Sanderson Stewart. All required tests and testing frequencies will be in accordance with Section 01400 the City of Billings Standard Modifications to the Montana Public Works Standard Specifications dated January, 2021. All sampling and testing in the field and laboratory will be completed by individuals qualified to perform such tests as demonstrated through certifications or participation in proficiency testing. All laboratory tests will be performed in an AASHTO accredited laboratory. All 3rd party Independent Assurance Testing will be performed by a materials testing firm, not associated with the Skyline Trail project, retained by Sanderson Stewart.

6. Materials Testing for Inner Belt Loop (Northwest Connector)

Materials Testing will be provided by a subconsultant directly retained by Sanderson Stewart. All required tests and testing frequencies will be in accordance with Section 01400 the City of Billings Standard Modifications to the Montana Public Works Standard Specifications dated January, 2021. All sampling and testing in the field and laboratory will be completed by individuals qualified to perform such tests as demonstrated through certifications or participation in proficiency testing. All laboratory tests will be performed in an AASHTO accredited laboratory. All 3rd party Independent Assurance Testing will be performed by a materials testing firm, not associated with the Inner Belt Loop project, retained by Sanderson Stewart.

Appendix B

Methods and Times of Payment

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 in accordance with Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

1.	Construction Services for Skyline Trail	$275,000
2.	Construction Services for Inner Belt Loop	$570,000
3.	Construction Staking for Skyline Trail	$52,000
4.	Construction Staking for Inner Belt Loop	$185,000
5.	Materials Testing for Skyline Trail	$35,000
6.	Materials Testing for Inner Belt Loop	$131,000
	Total	**$1,248,000.00**

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 fees in Appendix D.

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. Geotechnical in-the-field consulting at the request of the Owner or Engineer, utilizing the Geotechnical Consulting firm that prepared the Geotechnical Engineering Report.

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

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.

(Sanderson Stewart Charge Out Rates Attached)

CHARGE OUT RATES

EFFECTIVE FEBRUARY 16, 2022

SANDERSON STEWART

STAFF PERSONNEL SERVICES

Staff Engineer I	$110.00/hour
Staff Engineer II	$125.00/hour
Project Engineer I	$130.00/hour
Project Engineer II	$140.00/hour
Senior Engineer I	$175.00/hour
Senior Engineer II	$210.00/hour
Principal	$235.00/hour
Engineer Intern	$70.00/hour
Expert Witness/Special Consultant	$285.00/hour
Staff Planner I	$95.00/hour
Staff Planner II	$105.00/hour
Planner I	$130.00/hour
Planner II	$145.00/hour
Senior Planner I	$155.00/hour
Senior Planner II	$170.00/hour
Right-of-Way Agent	$165.00/hour
Staff Landscape Designer I	$95.00/hour
Staff Landscape Designer II	$105.00/hour
Landscape Architect I	$130.00/hour
Landscape Architect II	$145.00/hour
Senior Landscape Architect I	$155.00/hour
Senior Landscape Architect II	$170.00/hour
Field Survey Technician I	$80.00/hour
Field Survey Technician II	$85.00/hour
Staff Surveyor I	$105.00/hour
Staff Surveyor II	$115.00/hour
Professional Land Surveyor	$125.00/hour
Senior Professional Land Surveyor	$175.00/hour
Graphic Artist	$95.00/hour
Marketing Director	$155.00/hour
CADD Technician I	$85.00/hour
CADD Technician II	$90.00/hour
Designer I	$100.00/hour
Designer II	$105.00/hour
Senior Designer I	$120.00/hour
Senior Designer II	$130.00/hour
Construction Inspector	$85.00/hour
Construction Engineering Technician	$100.00/hour
Senior Construction Engineering Technician	$135.00/hour
Construction Engineer I	$130.00/hour
Construction Engineer II	$140.00/hour
Project Administrator	$100.00/hour
Administrative/Clerical	$85.00/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 1, 2022, the schedule for the Engineer's work shall be as follows:

A. Commencement of Construction Services prior to the issuance of the Notice to Proceed to the Contractor.

   1. Coordination meetings and miscellaneous project management activities to start immediately following notice to proceed from Billings

B. Commencement of Construction Services following Notice to Proceed to the Contractor but prior to the start of Construction

   1. Preconstruction Meeting
   2. Preconstruction Photo and drone flight for the Inner Belt Loop
   3. Shop Drawing Review
   4. Contractor RFI's
   5. Construction Staking

C. Commencement of Construction Services following issuance of the Notice to Proceed to the Contractor

   1. Construction Observation
   2. Engineer's Site Visits
   3. Weekly Progress Meetings
   4. Payment Applications
   5. Change Orders and Work Change Directives
   6. Substantial and Final walk-through

D. Post Construction Services based on final acceptance on or before June 15, 2024.

   1. As-built record drawings to be completed within 30 days following receipt of redline drawings from the Contractor
   2. Project Close-out to be completed within 14 calendar days following final approval of the record drawings
   3. Warranty walk-thru shall be done two years following final acceptance and the confirmation of corrected work shall be completed within 60 days following the

walk-thru. All work associated with this contract shall be completed prior to or on August 15, 2024

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 VVALENCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/2/2022

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: Andrea Galt	
Billings Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1930	FAX (A/C, No):
	E-MAIL ADDRESS: agalt@paynewest.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED	INSURER B : Montana State Fund	15819
Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	INSURER C : Travelers Casualty and Surety Company	19038
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	EPP 0318062	4/1/2022	4/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						EMPLOYEE BENEFI	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EPP 0318062	4/1/2022	4/1/2023	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	X UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X	EPP 0318062	4/1/2022	4/1/2023	AGGREGATE	$ 3,000,000
	[ ] DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N / A		031048770	7/1/2022	7/1/2023	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
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: Inner Belt Loop & Skyline Trail Construction Services and Staking

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

Verna L Valencia

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City Council Regular

Date:	02/13/2023
Title:	BLM Lease for IP-3 in the Airport Business Park
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council approve the IP-3 Lease in the Airport Business Park with the Bureau of Land Management (BLM) for a five-year term beginning January 1, 2023, and ending December 31, 2027.

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

The U.S. Department of Interior on behalf of the BLM, leases several buildings and additional ground space at the Airport to house and support its Regional Wildland Fire Cache operations. The Fire Cache operation is part of the BLM campus located in the Airport Business Park; the campus also includes a tanker base, dispatch center, and fire station. BLM is requesting to lease an additional building to support its growing Fire Cache operation. The agency has been utilizing this space temporarily since 2017, as part of its seasonal Fire Cache operations each Summer. The subject building consists of 4,000 square feet of storage in Building IP-3, an older, unheated, former military hangar, which is one in a series of four of these type of hangars. BLM currently subleases IP-2, another of the hangars in this series, from another Airport tenant. The IP-3 Lease also includes 4,250 square feet of ground space located in front of and behind the hangar, which facilitates entry and exit to the hangar. The proposed Lease is for a 5-year term commencing on January 1, 2023, and ending on December 31, 2027.

ALTERNATIVES

City Council may:

- Approve the 5-year Lease with the BLM; or
- Not Approve the 5-year Lease with the BLM.

FISCAL EFFECTS

The City will receive $14,739.24 rental revenue in the first year of the Lease. Subsequent years will be adjusted each anniversary by the Department of Labor, Bureau of Labor Statistics Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), the index preferred by Federal agencies. The rental rate is consistent with that for the three other hangars in this series and other cold storage building space at the Airport. The rate is also in line with off-Airport storage space rates as adjusted for age of the building, no heat, and restricted access. The narrow 40-foot building width discourages commercial and most private aircraft hangaring, the primary reason these old military hangars are used only for cold storage. The hangar is located in a secured area of the Airport and has no allowable direct public access, which limits the ability to rent the building. The IP-3 hangar is conveniently located in relation to the other buildings BLM leases for its Fire Cache operations and is a good addition to the BLM campus at the Airport.

Attachments

BLM Lease

Billings, MT
Bureau of Land Management
Lease Agreement
LEASE NUMBER L23PL000__

WITNESSETH: The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. AGREEMENT:

CITY OF BILLINGS, whose address is 1901 Terminal Circle, Rm 216, Billings, MT 59105 (hereinafter "**LESSOR**"), leases to the **UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT** (hereinafter "**GOVERNMENT**"), the below described Leased Premises:

One (1) unheated metal storage hangar building measuring 50' x 80', referred to as IP-3, and located in the Airport Business Park at 481 North View Drive.

Also, included with the hangar building is non-exclusive use of an area of the aircraft ramp situated directly in front of the hangar, running the width of the hangar (50') and out 50' from said hangar (2,500 square feet), and an area situated directly in back of the hangar, running the width of the hangar (50') and out 35' from said hangar (1,750 square feet), as depicted on Exhibit A.

Consisting of a 4,000 square foot building used for equipment and supply storage and 4,250 square feet of ground space located at Billings Logan International Airport, in support of the Billings Interagency Incident Support Fire Cache Program in Billings, Montana, (Leased Premises), and more particularly depicted in the attached exhibit:

Exhibit A: Depiction of Leased Premises

GOVERNTMENT's use includes, but is not limited to, operating shuttle training, inspection, emergency transporting and loading and unloading persons, cargo and property to and from the Leased Premises for the operational support of the National Fire Cache Program.

GOVERNMENT is granted non-exclusive, shared use of the operations ramp, vehicle parking, and other common area facilities, to park aircraft and conduct support activities related to aerial wildland fire suppression and logistical support operations.

GOVERNMENT is also granted the non-exclusive right to utilize such Airport runways, taxiways, and public use aprons and other rights of way as well as access across the Airport as necessary for ingress and egress to the Leased Premises to enable GOVERNMENT to provide the aerial wildland fire suppression, logistical support operations, aeronautical services, and ground initial attack resources.

Initials: _____ _____
Lessor Government

2. TERM:

TO HAVE AND TO HOLD the said Leased Space for a period of five (5) years, beginning **January 1, 2023** and continuing through **December 31, 2027**, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are issued in accordance with Wildland Fire Legislation as updated annually in the Consolidated Appropriations Act, 2022 – Public Law H.R. 1865-173.

A. GOVERNMENT shall pay LESSOR an annual rental payment of **$14,739.24** in advance for the Leased Premises for the year beginning January 1, 2023 and ending December 31, 2023.

Lease Rate for IP-3					
BLM Lease Reference			**L23PL000____**		
			Year 1 Rates: 1/1/2023 - 12/31/2023*		
Space Description		**SF**	**Rate/SFPA**	**Monthly**	**Annual**
IP-3		4,000	$3.6848	$1,228.27	$14,739.24
***Adjusted annually by CPI-W, 1982-1984=100**					

B. Rent shall be payable annually, in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, any rentals received shall be prorated to coincide with the termination date.

C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to the LESSOR, according to its data in the System of Award Management (SAM).

D. Annual Rental Escalation. Beginning with the second year of this Lease extension and each year thereafter, GOVERNMENT shall pay adjusted annual rent. The amount of adjustment will be determined by multiplying each year's annual rental rate by the percent of change of the Cost-of-Living index. The percent change will be computed by comparing the index figure published for the month prior to the Lease commencement date with the index figure published for the month that begins with a successive 12-month period. For example, a lease that commences in October 2022 would use the index published for September of 2023, to determine the amount of increase after the first year of the lease (the difference between the index in September 2022 and the index of September 2023). The following year the index published for September of 2024 would be used subtracting the previous year's index for September of 2023 and so on, to determine the percent change due each year. The Cost of Living Index will be measured by the U.S. Department of Labor (DOL) revised Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) U.S. City Average, All Items Figure (1982-1984=100) published by the Bureau of Labor Statistics. Rental adjustments will be effective on the anniversary date of this Lease. Payment of the adjusted rent will become due with the annual rental payment per the terms of the Lease. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under this Lease, the rent amount will remain unchanged.

Initials: _____ _____
Lessor Government

4. TERMINATION:

GOVERNMENT and LESSOR have the following termination rights:

A. Termination shall require 90 days' written notification to the other party.

B. Said notice shall be computed commencing with the day after the date of mailing.

5. UTILITIES:

No utilities are provided as part of the Leased Premises or included in the rental payments.

6. ALTERATIONS:

With prior LESSOR permission, said permission not to be unreasonably withheld, GOVERNMENT shall have the right during the existence of this lease agreement to make alterations, attach fixtures or signs in or upon the Leased Premises, which fixtures, additions on, upon, or attached to the said Leased Premises shall be and remain the property of GOVERNMENT and may be removed or otherwise disposed of by GOVERNMENT.

Any GOVERNMENT requested alterations to the space will be funded by GOVERNMENT. Upon removal of the alterations, GOVERNMENT shall return the Leased Premises in the same condition, normal wear and tear excepted.

7. WAIVER OF RESTORATION:

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within fifteen (15) business days prior to termination or cancellation of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR.

8. ADDITIONAL SERVICES:

LESSOR will not be paid for any services which are not authorized in advance by the GOVERNMENT on-site Representative. Upon timely presentation of a properly certified invoice, payment will be made by GOVERNMENT for services requested and furnished.

9. LIABILITY:

GOVERNMENT is responsible for the Leased Premises located at 481 North View Drive, Billings, MT as determined under and in accordance with this Lease Agreement and the laws of the State of Montana, but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

Initials: _____ _____
Lessor Government

10. QUIET ENJOYMENT:

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

11. HAZARDOUS SUBSTANCE CONTAMINATION:

GOVERNMENT assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the occupancy or conduct of its business. "Hazardous Substance" shall be interpreted broadly to mean any substance or toxic material, fuel, or petroleum-based products, hazardous or toxic, or radioactive substance, or other similar term by any Federal, State, or applicable local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. GOVERNMENT, subject to the terms and conditions of the Federal Tort Claims Act, 28 U.S.C., Section 2671, et seq., will hold LESSOR harmless from and indemnify LESSOR against and from any damage, loss, expenses or liability resulting from any breach of these representations and warranty including all attorney's fees and costs incurred as a result thereof.

12. RELATIONSHIP OF PARTIES:

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such postmarking.

All notices to **LESSOR** shall be mailed to:

City of Billings
ATTN: Marita Herold
1901 Terminal Circle RM 216
Billings, Montana 59105
Telephone: (406) 237-6284

Initials: _____ _____
Lessor Government

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management
ATTN: Barbra Burns-Fink
National Operations Center
Denver Federal Center Building #50, OC651
P.O. Box 25047
Denver, CO 80225-0047
Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

GOVERNMENT on-site Representative:
Bureau of Land Management
ATTN: Josh King, Cache Manage
551 North View Drive
Billings, MT 59105
Telephone: (406) 896-2872

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

14. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

15. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

16. The following clauses are incorporated by reference:

FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

Initials: _____ _____
Lessor Government

AGREED AND EXECUTED as below written:

FOR THE LESSOR: CITY OF BILLINGS

Signature: _____

Name: _____

Title: _ _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

FOR THE GOVERNMENT:

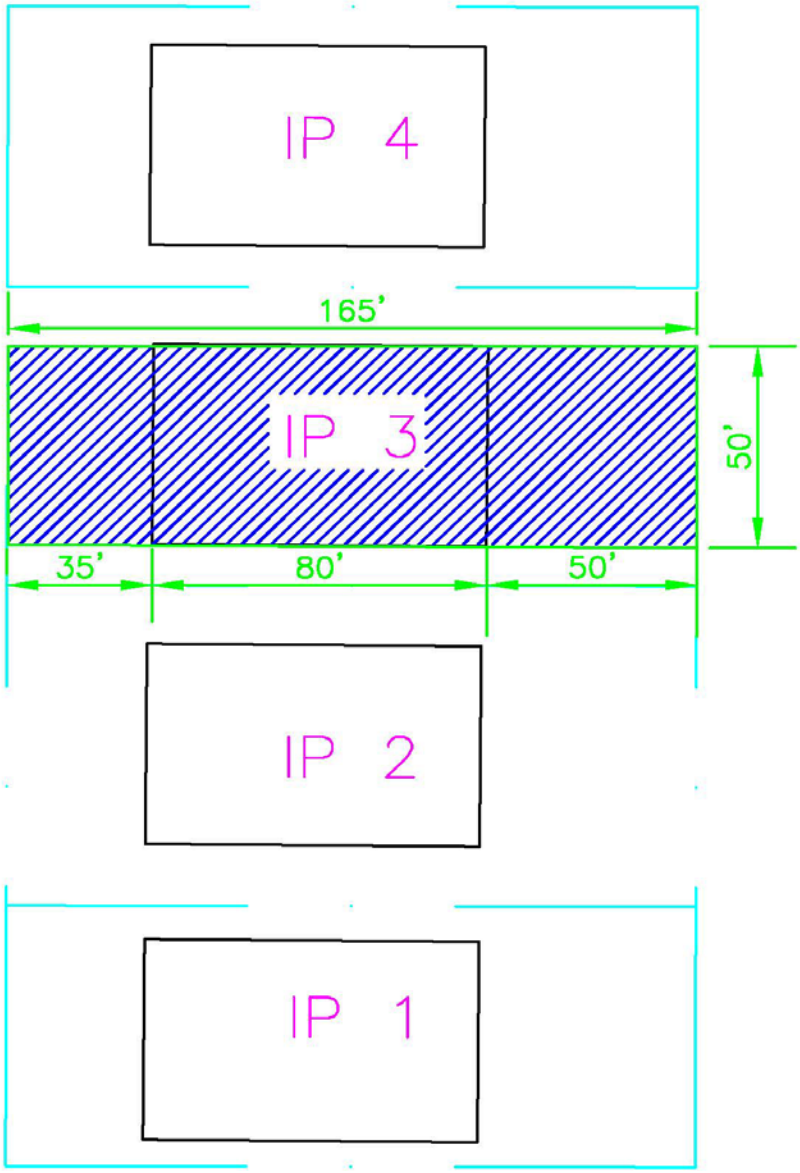
_____

Barbra A. Burns-Fink
Lease Contracting Officer
Bureau of Land Management
Date: *See digital stamp contained above in the digital signature*

Initials: _____ _____
Lessor Government

Exhibit A

Depiction of Leased Premises



AIRPORT BUSINESS PARK
IP-3 HANGAR
BILLINGS LOGAN INTERNATIONAL AIRPORT

Initials: _____ _____
Lessor Government

City Council Regular

Date:	02/13/2023
Title:	Approval of Amendment 5 with Morrison-Maierle, Inc. for Engineering Services for the Mid-Field Service Road Project
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve Amendment 5 with Morrison-Maierle, Inc. (M-M) for the engineering services associated with the design, survey, and construction administration of the Airport's Mid-Field Service Road Project for the amount of $128,556.

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

On May 5, 2022, the City Council approved a five-year contract with M-M to provide all of the project design, survey work, construction inspection and oversight, and project closeout for the Aviation and Transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken, and Amendment 5 for $128,556 includes all of the services listed above.

This project incudes the construction of a new service road for Airport vehicles and equipment to safely and securely move from the west to the east inside the security fence near the airfield. The existing service road is 560 feet long, built in 2005, 18 years old, damaged beyond repair, and needs to be replaced. Unfortunately, due to the grade in this location, drainage has eroded the base course underneath the asphalt creating large cracks in the pavement surface. Additionally, this old service road intersects the aircraft parking ramp of a new Fixed Base Operator, Beacon Air Group; therefore, vehicles are no longer allowed to drive across this newly leased area. The new service road will be relocated to the north of the old road in a much better location, straightened out for easier access, and strengthened for large equipment. This new roadway will be 1,000 feet long, 24 feet wide, and consist of 3" of asphalt over 4" of base course with a retaining wall to meet grades and control drainage. It will serve as a connection point from the west end hangar area to the rest of the Airport including the Terminal, aircraft ramps, cargo operations, and numerous other aviation related businesses. The new road is also located near the Airport Operations Center and will provide direct emergency access for Aircraft Rescue Fire Fighting vehicles, snow removal equipment, fuel truck deliveries to aircraft and airfield maintenance equipment. Amendment 5 will have M-M design a scope of work, provide drawings, site survey and layout, advertise and bid the project, review submittals, coordinate meetings, prepare record drawings, and provide an on-site representative (observer) to oversee the contractor. The estimated construction costs for this Federally eligible project are $650,000 and once the design work is completed, the project will be bid out this Spring. Construction will occur as soon as the weather permits and will be completed prior to the Airshow in August. The scope of work and associated engineering fees have been negotiated by staff and are acceptable for this work.

ALTERNATIVES

City Council may:

- Approve Amendment 5 for the engineering services with M-M; or
- Decline to approve Amendment 5 with M-M and advise staff on how to proceed.

FISCAL EFFECTS

The total cost of the engineering services in Amendment 5 is $128,556. These fees will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) entitlement grant funds and 10% with local match funds. The FAA's grant funding will be $115,700.40 and the City's local match will be $12,855.60. The local match funds are budgeted and available in the Airport's Capital Account.

Attachments

M-M Amendment 5

AMENDMENT NO. FIVE (5)
TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT

DATED May 5, 2022

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

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

and

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

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **May 5, 2022**, and;

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

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the **May 5, 2022** Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment FIVE (5) for AIP Funded Midfield Service Road.

The general scope of work is to prepare plans and specifications, provide bidding assistance, and construction administration/observation to build a new service road south of Taxiway “G” connecting the east airfield to the west airfield.

Section A2 - SERVICES OF ENGINEER

A2.01

Design and Construction Administration of Airport Improvement Projects

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

A2.02 Basic Services

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

- Provide and discuss scope of work (SOW), blank manhour sheet for independent fee review with SOW and preliminary exhibits.
- Design the road using current FAA design report, specifications, and pavement design AC. Coordinate new lighting with Airport certification inspector and all pavement marking.
- Design a retaining wall for a portion of the road to meet grades, storm water design, and provide the maximum amount of room on the cargo ramp.
- Submit final plans and specifications to the FAA for approval prior to bidding.
- Prepare a bid package that includes specifications and plans, special provisions, invitation to bid, prebid meeting, answer any questions during advertisement, prepare addenda if needed, and prepare final contracts between the City and Contractor.
- Construction administration and full-time construction observation for the project.

Section A3 – Owner's Responsibility

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

The following SPONSOR's responsibilities related directly to this project are added to this Task Amendment: No additional Changes added to this section.

Section A4 - Times for Rendering Services

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	November 2022
Phase II – Preliminary Design Engineering	NA
Phase III –Final Design Engineering	March 2023
Phase IV – Bidding Assistance	
• Advertise	March 2023
• Bid Opening	March 2023
Phase V - Construction Phase Services	May - July 2023
Phase VI – Project Closeout Services	November 2023

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

A. The approved federal overhead rate in effect on the date of this Amendment is 218.33 %.
B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Amendment is estimated to be $ 128,556 based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	**Lump Sum**		**$ 5,925**
Phase II – Preliminary Design Services	**Lump Sum**		**$ 14,430**
Phase III – Final Design Services	**Lump Sum**		**$ 34,354**
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$4,864	
	Reimbursable Expenses	$0	
	Subconsultant Costs	$0	
	Estimated Total Cost	$4,864	
	Fixed Fee	$730	
	Total Estimated Compensation		**$ 5,594**
Phase V - Construction Phase Services	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$49,898.87	
	Reimbursable Expenses	$2,066.84	
	Subconsultant Costs	$4,000.00	
	Estimated Total Cost	$55,966	
	Fixed Fee	$7,485	
	Total Estimated Compensation		**$ 63,451**
Phase VI – Project Closeout Services	**Lump Sum**		**$ 4,803**
TOTAL COMPENSATION THIS AMENDMENT			**$ 128,556**

Section A6 - CONSULTANTS:

Rimrock Engineering for Geotechnical and Acceptance testing.

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None

Section A8 - ATTACHMENTS:

- **A. Exhibit A – Engineering Budget**
- **B. Exhibit B – Total Amendments to Date**

Section A9 - APPROVAL AND ACCEPTANCE:

A9.01 Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on November 1, 2022 , which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment FIVE (5) on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Jill A. Cook

DATE: 1/6/2023

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

TABLE 1A

Amendment 5
DESIGN ENGINEERING BUDGET

Engineering Services			Total Man-hours	Labor Rate	Total
Professional Services for			*286*	*$149.04*	*$42,625*
Expenses					
Vehicle (Company)	$30				
Vehicle (Rental)	$0				
Air Travel (Commercial)	$0				
Air Travel (Charter)	$0				
Meals	$0				
Lodging	$0				
Survey Supplies	$500				
Survey Equipment	$120				
Printing	$40				
Full Size ALP Printing + Postage	$0				
Total Expenses	$690				
Professional Charges	$5,000	subconsultants			

Total MU Labor	*$42,625*
Total Direct Expenses	*$690*
Total Fixed Fee	*$6,394*
Total MU Labor & Expenses & Fixed Fee	*$49,709*
Professional Expenses	*$5,000*
Total Lump Sum for Design Phase	***$54,709***

TABLE 2A

Amendment 5
ENGINEERING BUDGET
Phase II - Construction Administration

Engineering Services	Total Man-hours	Labor Rate	Total
Professional Services	*470*	*$125.54*	*$58,940*

Expenses		
Vehicle (Company)	$347	
Vehicle (Rental)	$0	
Air Travel (Commercial)	$0	
Air Travel (Charter)	$0	
Meals	$0	
Lodging	$0	
Survey Supplies	$1,000	
Survey Equipment	$720	
Printing	$0	
Full Size ALP Printing + Postage	$0	
Total Expenses	$2,067	
Professional Charges	$4,000	subconsultants

Total MU Labor	*$58,940*
Total Direct Expenses	*$2,067*
Total MU Labor & Expenses	*$61,006*
Fixed Fee	*$8,841*
Professional Expenses	*$4,000*
Total Cost Plus Fixed Fee for Construction Phase	***$73,847***

Exhibit B

Summary of Agreements for Professional Engineering Services					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 1	FY 23 On Call				
PHASE I - DESIGN		TABLE 1A	*$24,999*		$24,999
PHASE II - CONSTRUCTION		TABLE 2A			$0
TOTAL Amendment No. 1			***$24,999***	***$0***	***$24,999***
Amendment No. 2	Carpet Replacement				
PHASE I - DESIGN		TABLE 1A	*$9,792*		$9,792
PHASE II - CONSTRUCTION		TABLE 2A	*$2,047*	*$299*	$2,346
TOTAL Amendment No. 2			***$11,839***	***$299***	***$12,138***
Amendment No. 3	Baggage Claim Restroom Remodel				
PHASE I - DESIGN		TABLE 1A	*$29,627*		$29,627
PHASE II - CONSTRUCTION		TABLE 2A	*$14,810*	*$1,073*	$15,883
TOTAL Amendment No. 3			***$44,437***	***$1,073***	***$45,510***
Amendment No. 4	Steam Boiler Replacement Project				
PHASE I - DESIGN		TABLE 1A	*$9,561*		$9,561
PHASE II - CONSTRUCTION		TABLE 2A	*$2,837*	*$416*	$3,253
TOTAL Amendment No. 4			***$12,398***	***$416***	***$12,814***
Amendment No. 5	Mid-Field Service Road				
PHASE I - DESIGN		TABLE 1A	*$54,709*		$54,709
PHASE II - CONSTRUCTION		TABLE 2A	*$65,006*	*$8,841*	$73,847
TOTAL Amendment No. 5			***$119,715***	***$8,841***	***$128,556***

City Council Regular

Date:	02/13/2023
Title:	Amendment 6 with Morrison-Maierle, Inc. for Engineering Services Airport Commercial Aircraft Ramp - Schedule IV
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve Amendment 6 with Morrison-Maierle, Inc. (M-M) for the engineering services associated with the Reconstruction of the Airport Commercial Aircraft Ramp - Schedule IV, for the amount of $229,417.

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

On May 5, 2022, the City Council approved a five-year contract with M-M to provide all of the project design, survey work, construction inspection and oversight, and project closeout for the Aviation and Transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken. Amendment 6 for $229,417 will provide the final design, bidding process, survey, and construction management for the Airport Commercial Aircraft Ramp Replacement project - Schedule IV.

This project will reconstruct approximately 56,185 square feet of ramp where the airlines park aircraft. The existing ramp was built in 2001 with 16 inches of concrete to support the wheel load weight of heavy aircraft. This area also includes an asphalt pavement section built in 2006 for smaller aircraft and consists of 5 inches of asphalt that is rutted, not strong enough to support the aircraft that will be parking at the new B Concourse, and needs to be replaced with concrete. Three sections of the commercial ramp (Schedules I - III) were replaced over the past few years between 2019 - 2021, and the Airport plans to replace the final Schedule IV in the Summer of 2023. Like Schedules I - III, Schedule IV concrete has been inflicted with Alkali-Silica Reaction (ASR). ASR is a reaction that occurs over time in the concrete between the highly alkaline cement paste and the reactive non-crystalline silica found in many common aggregates and is usually triggered by excessive moisture, resulting in the spalling of concrete, loss of strength, and results in debris that could be sucked into a jet engine causing major damage. Additives are now added to the concrete mixture to prevent ASR from occurring in the new concrete. This project includes the removal of the existing concrete pavement, an asphalt pavement section, drainage inlets, and requires the reconstruction and installation of 16 inches of new P-501 Portland Cement Concrete Pavement over 4 inches of P-410 asphalt. The estimated construction costs for this Federally eligible project are $3,000,000 and once the design work is completed, the project will be bid out this Spring with construction occurring after July 4, 2023. Although this project will be taking place during the Airshow, it is in a completely separate location and will not impact this event.

The scope of work and associated engineering fees for these services have been reviewed by T-O Engineering from Cody, Wyoming and negotiated by staff, and subsequently approved by the FAA. The FAA requires that all engineering fees be reviewed by a second contracted engineering firm. T-O Engineering was contracted to perform the secondary review, providing staff with an independent cost estimate to negotiate the fees with.

ALTERNATIVES

City Council may:

- Approve Amendment 6 for the engineering fees with M-M; or
- Not approve Amendment 6 with M-M, delay the project, and advise staff on how to proceed.

FISCAL EFFECTS

The total cost of the engineering services in Amendment 6 are $229,417. These fees will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) entitlement grant funds and 10% with local match funds. The FAA's grant funding will be $206,475.30 and the City's local match will be $22,941.70. The local match funds are budgeted and available in the Airport's Capital Account.

Attachments

Amendment 6

AMENDMENT NO. SIX (6)
TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT

DATED May 5, 2022

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

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

and

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

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **May 5, 2022**, and;

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

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the **May 5, 2022** Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment SIX (6) for AIP Funded Commercial Apron – Schedule 4.

The general scope of work is to prepare final design engineering, plans and specifications, bidding assistance, and construction administration/observation to reconstruct a commercial concrete apron for boarding bridge B-4.

Section A2 - SERVICES OF ENGINEER

A2.01

Design and Construction Administration of Airport Improvement Projects

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

A2.02 Basic Services

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

- Prepare the scope of work for final design and construction administration, including coordination with Sponsor and FAA.
- Prepare Sponsor-Consultant project specific agreement. This includes preparation, negotiation, and distribution.
- Prepare Construction Estimates.
- Finalize design pavement grades with 65% DD of the Terminal project.
- Finalize storm water location, inlets location, and connect the apron storm water with the new Terminal drainage.
- Tie in utility needs for the Terminal project with the final design on all schedules through the apron construction area.
- Prepare final Plans & Specifications for Schedule 4.
- Provide full time construction observation.

Section A3 – Owner's Responsibilities

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

The following SPONSOR's responsibilities related directly to this project are added to this Task Amendment: No additional Changes added to this section.

Section A4 - Times for Rendering Services

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	November 2022
Phase II – Preliminary Design Engineering	NA
Phase III –Final Design Engineering	February 2023
Phase IV – Bidding Assistance	
• Advertise	March 2023
• Bid Opening	March 2023
Phase V - Construction Phase Services	July - October 2023
Phase VI – Project Closeout Services	February 2024

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

A. The approved federal overhead rate in effect on the date of this Amendment is 218.33 %.
B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Amendment is estimated to be $ 229,417 based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	**Lump Sum**		**$ 5,626**
Phase II – Preliminary Design Services	Lump Sum		$
Phase III – Final Design Services	**Lump Sum**		**$ 61,706**
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$4,393	
	Reimbursable Expenses	$0	
	Subconsultant Costs	$0	
	Estimated Total Cost	$4,393	
	Fixed Fee	$659	
	Total Estimated Compensation		**$ 5,052**
Phase V - Construction Phase Services	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$113,688	
	Reimbursable Expenses	$2,880	
	Subconsultant Costs	$13,000	
	Estimated Total Cost	$129,568	
	Fixed Fee	$17,053	
	Total Estimated Compensation		**$ 146,621**
Phase VI – Project Closeout Services	**Lump Sum**		**$ 10,412**
TOTAL COMPENSATION THIS TASK AMENDMENT			**$ 229,417**

Section A6 - CONSULTANTS:

Rimrock Engineering for Geotechnical Design Phase and Construction Phase Acceptance testing.

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None

Section A8 - ATTACHMENTS:

- **A. Exhibit A – Engineering Budget**
- **B. Exhibit B – Total Amendments to Date**

Section A9 - APPROVAL AND ACCEPTANCE:

A9.01 Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on November 1, 2022 , which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written in above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment SIX (6) on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Jill A. Cook

DATE: January 8, 2023

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

Amendment 6
DESIGN ENGINEERING BUDGET

Engineering Services			Total Man-hours	Labor Rate	Total
Professional Services for			*394*	*$137.45*	*$54,157*
Expenses					
Vehicle (Company)	$11				
Vehicle (Rental)	$0				
Air Travel (Commercial)	$0				
Air Travel (Charter)	$0				
Meals	$0				
Lodging	$0				
Survey Supplies	$0				
Survey Equipment	$0				
Printing	$40				
Full Size ALP Printing + Postage	$0				
Total Expenses	$51				
Professional Charges	$5,000	subconsultants			

Total MU Labor	*$54,157*
Total Direct Expenses	*$51*
Total Fixed Fee	*$8,124*
Total MU Labor & Expenses & Fixed Fee	*$62,332*
Professional Expenses	*$5,000*
Total Lump Sum for Design Phase	***$67,332***

Amendment 6
ENGINEERING BUDGET
Phase II - Construction Administration

Engineering Services	Total Man-hours	Labor Rate	Total
Professional Services	*929*	*$136.85*	*$127,134*

Expenses		
Vehicle (Company)	$980	
Vehicle (Rental)	$0	
Air Travel (Commercial)	$0	
Air Travel (Charter)	$0	
Meals	$0	
Lodging	$0	
Survey Supplies	$500	
Survey Equipment	$1,200	
Printing	$200	
Full Size ALP Printing + Postage	$0	
Total Expenses	$2,880	
Professional Charges	$13,000	subconsultants

Total MU Labor	*$127,134*
Total Direct Expenses	*$2,880*
Total MU Labor & Expenses	*$130,015*
Fixed Fee	*$19,070*
Professional Expenses	*$13,000*
Total Cost Plus Fixed Fee for Construction Phase	***$162,085***

Exhibit B

Summary of Agreements for Professional Engineering Services					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 1	FY 23 On Call				
PHASE I - DESIGN		TABLE 1A	*$24,999*		$24,999
PHASE II - CONSTRUCTION		TABLE 2A			$0
TOTAL Amendment No. 1			***$24,999***	***$0***	***$24,999***
Amendment No. 2	Carpet Replacement				
PHASE I - DESIGN		TABLE 1A	*$9,792*		$9,792
PHASE II - CONSTRUCTION		TABLE 2A	*$2,047*	*$299*	$2,346
TOTAL Amendment No. 2			***$11,839***	***$299***	***$12,138***
Amendment No. 3	Baggage Claim Restroom Remodel				
PHASE I - DESIGN		TABLE 1A	*$29,627*		$29,627
PHASE II - CONSTRUCTION		TABLE 2A	*$14,810*	*$1,073*	$15,883
TOTAL Amendment No. 3			***$44,437***	***$1,073***	***$45,510***
Amendment No. 4	Steam Boiler Replacement Project				
PHASE I - DESIGN		TABLE 1A	*$9,561*		$9,561
PHASE II - CONSTRUCTION		TABLE 2A	*$2,837*	*$416*	$3,253
TOTAL Amendment No. 4			***$12,398***	***$416***	***$12,814***
Amendment No. 5	Mid-Field Service Road				
PHASE I - DESIGN		TABLE 1A	*$54,709*		$54,709
PHASE II - CONSTRUCTION		TABLE 2A	*$65,006*	*$8,841*	$73,847
TOTAL Amendment No. 5			***$119,715***	***$8,841***	***$128,556***
Amendment No.6	Commerical Apron - Schedule 4				
PHASE I - DESIGN		TABLE 1A	*$67,332*		$67,332
PHASE II - CONSTRUCTION		TABLE 2A	*$143,015*	*$19,070*	$162,085
TOTAL Amendment No.6			***$210,347***	***$19,070***	***$229,417***

City Council Regular

Date:	02/13/2023
Title:	WO 19-42: West End Water Treatment Plant Project, Amendment No. 3
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 3 to the City's professional engineering services contract with Burns & McDonnell Engineering Company, Inc. (BMcD) for W.O. 19-42: West End Water Treatment Plant Project in the amount of $306,720.

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

Identifying and securing an alternate source of treated water for City of Billings is a priority to the Public Works Department. Through FY2023, the City has $126 million in funding budgeted to design and build the projects needed for the new water system on Billings' west end. Over the next year, final design and start of construction is planned for a new reservoir, water treatment plant, river water intake and associated pump station, and approximately 4 miles of transmission pipeline.

In August 2019, City Council approved an $883,732 contract with BMcD for the preliminary design of the WEWTP. In April of 2021, Council approved $3,778,342 contract Amendment No. 1 to complete the final design of the WEWTP and the transmission main to connect the WEWTP to the distribution system. Amendment No. 2 for $69,278 was approved by Council in August 2021 to complete the final design of the Hesper Road gravity sewer extension and the final design of a sewer lift station and force main to serve the WEWTP.

Amendment No. 3 would add the following scope of work:

- Bidding a Zone 3 water transmission main connecting the future WEWTP to the existing distribution system and bidding a sanitary sewer trunk line extension in Hesper Road from approximately Gabel Road to the Shiloh Road roundabout.
- Membrane filter procurement and submittal review.
- Rate escalation per Appendix B, Section 4 of the contract.
- Design efforts and meetings to create additional value engineering options.
- Additional survey and geotechnical work at the new WEWTP site.

ALTERNATIVES

The Council may:

- Approve Contract Amendment No. 3 with BMcD; or
- Not approve Contract Amendment No. 3. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the future drinking water capacity needs of City of Billings residents.

FISCAL EFFECTS

The W.O. 19-42 WEWTP Project original professional engineering services agreement with BMcD for preliminary design was in the amount of $883,732. Amendment No. 1 for final design of the WEWTP was in the amount of $3,778,342, and Amendment No. 2 for final design of the sewer main extension in Hesper Road was for $69,278. Proposed Amendment No. 3 in the amount of $306,720 would increase the total contract amount to $5,038,072. Water funds budgeted in FY23 are adequate and will be used for this project amendment.

Attachments

WO1942 WEWTP PES Contract Amend#3

AMENDMENT NO. 3

TO

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

W.O. 19-42

WEST END WATER TREATMENT PLANT PROJECT

THIS AGREEMENT, made and entered into on _____, 2022, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,
Billings, Montana 59103,
Hereinafter designated the City

and

Burns & McDonnell Engineering Company, Inc.
9785 Maroon Circle, Suite 400
Centennial, CO 80112
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated August 26, 2019, for Contractor to provide engineering services to the City for Work Order 19-42 West End Water Treatment Plant Project, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Part I, Section 3, Paragraph C. Delete paragraph and replace with the following:

C. The Contract shall terminate at midnight on April 30, 2025.

Appendix A, Section 3. Include Final Design Scope of Work additions to provide:

- bidding services for a new Zone 3 water transmission main to connect the future WEWTP to the existing distribution system,
- bidding services for a sanitary sewer main extension from approximately Gabel Road to Shiloh Road,
- membrane filter procurement and submittals review services,
- engineering services rate escalation per Appendix B, Section 4 of the contract,
- additional team meetings and design effort to create additional value engineering options to reduce project costs, and
- additional survey and geotechnical services for a relocated WEWTP.

Appendix B, Section 1, Paragraph A. replace with the following:

ORIGINAL CONTRACT (August 26, 2019)	
1. Task Series 100-800 – Preliminary Design	$883,732
AMENDMENT NO. 1 (April 26, 2021)	
2. Task Series 1000 – Meetings and Project Management	$444,614
3. Task Series 1100 – 30% Design	$572,386
4. Task Series 1200 – CM/GC Selection	$35,850
5. Task Series 1300 – Work Package 1	$915,901
6. Task Series 1400 – Work Package 2	$1,244,726
7. Task Series 1500 – Permitting	$64,344
8. Task Series 1600 – Issued for Construction	$153,058
WATER TREATMENT PLANT PROJECT TOTAL	$3,430,879
9. Task Series 1700 – Pipelines Design	$347,463
TOTAL, Amendment No. 1	$3,778,342
AMENDMENT NO. 2 (August 27, 2021)	
10. Task Series 1400 – Work Package 2	$58,237
11. Task Series 1500 – Permitting	$3,836
12. Task Series 1600 – Issued for Construction	$7,205
TOTAL, Amendment No. 2	$69,278
AMENDMENT NO. 3	
A. Bidding services: Water transmission and sanitary sewer mains	$15,015
B. Membrane filter procurement & submittal review:	$79,869
C. Rate escalation	$87,506
D. Value engineering design efforts	$76,309
E. Survey & Geotech for new WEWTP Site	$48,021
TOTAL, Amendment No. 3	**$306,720**

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

DATE: _____

City Council Regular

Date:	02/13/2023
Title:	Grand Avenue and 62nd Street West Urban Transportation System Change Request
Presented by:	Scott Walker
Department:	Planning & Community Services
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends approval of the letter to the Montana Department of Transportation MDT (attached to this memo) asking for review and consideration of a request to initiate a system change on Grand Avenue and 62nd Street West in Billings, MT. The change would bring a portion of Grand Avenue and 62nd Street West onto the Urban Highway System per MDT requirements and to make Federal funds available for improvements.

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

At the request of the Billings Technical Advisory Committee (TAC), the Billings Metropolitan Planning Organization (MPO) would like to request to MDT a System Modification on Grand Avenue from 41st Street West to 62nd Street West and a modification on 62nd Street West, from Grand Avenue north to Rimrock Road in Billings. This request would be to add a portion of Grand Avenue and 62nd Street West to the Urban System and complete system connectivity to Rimrock Road.

The reasons for this request for modification include:

- The City of Billings is and has experienced an overall growth rate of 1.2% a year.
- Much of the anticipated residential and commercial growth is occurring in the west end of Billings.
- Current data shows 24 Commercial and 519 Residential Permits have been issued along Grand Avenue in the last 10 years. This data accounts for development approximately ½ mile on either side of the corridor. This information as well as anticipated additional residential and employment development preliminarily identified in the update process for the 2023 Long Range Transportation Plan indicates growth from 10,700 ADT to 17,000 by 2040 on this portion of Grand Avenue.
- There are three schools along the Grand Avenue Corridor - Billings Christian, Grace Montessori and Ben Steele Middle School with a combined student population of approximately 1,300. This equates to a trip generation of 3,900 trips per day. In conversations with these schools, both Billings Christian and Grace Montessori expect additional enrollment in the upcoming years.
- There are no curb, gutter or sidewalks throughout this portion of the corridor, aside from some improvements around Ben Steele.
- Currently, this section of Grand Avenue is classified as a Principal Arterial street under the City's Functional Classification Map. However, currently this county roadway is not serving this area of high growth of both residential and commercial development, and rapidly changing land use. Due to extraordinary urban and county growth along this corridor, the Billings Metropolitan Planning Organization (MPO) is requesting that this section be added to the MDT Urban System and remain classified as an arterial.

ALTERNATIVES

The City Council may approve or disapprove of the request for this system modification. There is no downside to making this request as this is the first step in a multi-step process with MDT and the MT Transportation Commission for this request to be considered and acted upon. If the system modification were made, it opens up this section of Grand Avenue and 62nd Street West to Federal funding through MDT for improvements.

FISCAL EFFECTS

There are no fiscal effects from making this request for a system change. If the change were to be ultimately approved, it could make Federal funds available for improvements to this corridor.

Attachments

Grand Avenue System Request Letter
Map

2825 3rd Ave. N
Billings, MT 59101
P 406.247.8676

February 21, 2023

Carol Strizich, Supervisor
Statewide and Urban Planning Section
Montana Department of Transportation

Carol,

At the request of the Billings Technical Advisory Committee, (TAC), and the Billings Policy Coordinating Committee, (PCC), the Billings Metropolitan Planning Organization, (MPO), would like to request a System Modification on Grand Avenue from 41st Street West to 62nd Street West, and 62nd Street from Grand Avenue to Rimrock Road in Billings. This request is to add Grand Avenue and 62nd Street to the Urban Highway System. This motion was passed by the Billings PCC during the meeting occurrence on February 21, 2023.

Background:
The City of Billings is and has experienced an overall growth rate of 1.2% a year. Much of the residential and commercial growth has occurred in the west end of Billings, while the Urban Highway System is not currently serving the west end of town. Current data shows 24 Commercial and 519 Residential Permits have been issued along the Grand Avenue in the last 10 years. This data accounts for development approximately ½ mile on either side of the corridor. This unprecedented level of growth and development has exacerbated the need to provide those living along the corridor, and those traveling through the corridor to be served by the Urban Highway System in a continuous and safe manner.

Signatures: Billings Metropolitan Planning Organization

_____
Mayor, Billings City Council Date

_____
Yellowstone County Board of County Commissioners Date

_____
President, Yellowstone County Board of Planning Date

_____
MDT Billings-District Office Date


Yellowstone
Family Park
Billings Montana Temple
St. John's United
Arrowhead School
Ben Steele Middle School

City Council Regular

Date:	02/13/2023
Title:	Annual Certified Local Government Grant Program for Historic Preservation
Presented by:	Lora Mattox
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council authorize submitting an application to the State Historic Preservation Office for a $6,000 Certified Local Government grant for the FY23-24 cycle.

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

The City Council is being asked to authorize the application for the FY23-24 grant cycle for the Certified Local Government (CLG) grant for historic preservation. The Montana State Historic Preservation Office has designated the City of Billings as a CLG for historic preservation activities. As a CLG, the City is eligible annually to receive state funding to coordinate historic preservation efforts in the local area. Applications for the FY23-24 funding cycle from the State are due February 15, 2023. The City of Billings has been utilizing CLG funding for activities that support the efforts of the Yellowstone Historic Preservation Board (YHPB) since 1997. A description of these activities is provided in the Work Plan attached to this staff report. Recent projects being overseen by the Yellowstone Historic Preservation Board include research and preparation of a National Register nomination for Riverside Park in Laurel, a grant submittal to update the mobile electronic downtown historic walking tour, the development of a window restoration toolkit that will be available for checkout, and a project to highlight Billings hidden history.

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly as warranted and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified as "Place Makers" is a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation, such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

ALTERNATIVES

City Council may:

- Agree to participate in the State CLG program and approve submitting a CLG grant application that provides funding to coordinate historic preservation activities; or
- Decline to participate in the State CLG program and not authorize a CLG grant application. Declining participation would potentially limit historic preservation activities in Billings and Yellowstone County, and/or require other funding sources to be accessed for historic preservation activities.

FISCAL EFFECTS

City Council approval would allow the City of Billings to apply for $6,000 in State of Montana Certified Local Government funding.

- The local cash match for the Certified Local Government grant will be $44,740. The cash match includes funds from the Planning Division of $43,271, including a portion of the Historic Preservation Officer's salary of $42,240 and $1,031 in cash that will go toward consultant fees. The Yellowstone Historic Preservation Board will request $1,000 from Yellowstone County and $469 from the City of Laurel that will also be used for consultant fees.
- There is also an in-kind match of $3,765.76 generated from board members' time, use of the Planning Division conference room, and other incidentals for a total match of $48,505.76.

- The total funding package is $54,505.76 ($48,505.76 (Match) + $6,000 (CLG Grant))(See attached CLG Application).
- The total cash funding package for the grant program is $8,500 ($6,000+$2,500 (local cash contribution)) that is used for consulting services provided by the Western Heritage Center to perform activities identified in the Yellowstone Historic Preservation Board Annual Work Plan.

SUMMARY

The Certified Local Government grant assists the Yellowstone Historic Preservation Board to carryout historic preservation activities for the community. This annual grant program goes a long ways in achieving those goals of the board. Staff recommends authorizing the submittal of the grant application to the State Historic Preservation Office.

Attachments

CLG Grant Draft
YHPB Work Plan

Certified Local Government Grant Application

For the grant period
April 1, 2023 to March 31, 2024

Application Deadline

February 15, 2023

Montana State Historic Preservation Office
PO Box 201202
Helena, MT 59620-1202
(406) 444-7715

2023-2024 GRANT APPLICATION

CERTIFIED LOCAL GOVERNMENT PROGRAM

Certified Local Government: City of Billings/Yellowstone County

Address: 2825 3rd Avenue North, 4th Floor, Billings, MT 59101

Contact Person: Lora Mattox, AICP, Historic Preservation Officer, Transportation Planner

Tax ID: 816001237

Period of Grant Request: April 1, 2023 to March 31, 2024

Scope of Work: The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize special projects, products or projects starting or completing, meetings to be attended, regular work duties, etc., and specifically, ways in which the federal grant funds will help a project or program beneficial to the growth and development of the local program. Please tie your tasks to your community's Preservation Plan. If not, please explain.
(❒ Check if Scope of Work is continued on additional pages.)

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly as warranted and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified "Place Makers" as a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

This year the CLG funding for half-time staff is $6,000. The local cash match for these funds is provided by the City of Billings, City of Laurel, and Yellowstone County in the amount of $2,500. This amount combined with the $6,000 from the CLG provides $8,500 for consulting services provided by the Western Heritage Center. In addition to the local funds, the Planning Division also provides in-kind match through the HPO salary, room usage, and supplies. Also, Historic Preservation Board member's time is also counted toward the in-kind match. As mentioned above, the CLG and local funds are used to contract services with the Western Heritage Center and assist in carrying out the following activities:

- Assist the Board and Historic Preservation officer in undertaking action to meet short and long-range goals established by the Board. See Attachment A.
- Provide professional services to assist the Board, Historic Preservation Officer, and the City in performing duties and responsibility identified in the City's Historic Preservation Ordinance MCA 27-500.

- Act as a historic preservation center by providing technical assistance, direction, and literature on the following:
    - Historic preservation tax credits
    - National Register
    - Federal historic preservation regulations, and
    - Secretary of Interior Standards related to historic preservation activities.
- Attend community meetings related to preservation activities, on behalf of the Board upon request.
- Plan and coordinate activities and publicity during National Preservation Week in May.
- Carry out the responsibilities for the CLG program as outlined in “The Certified Local Government Program in Montana”.
- Submit semi-annual reports on the historic preservation efforts of the community carried out by the City under the CLG grant.

BUDGET

4-1-2022 to 3-31-2023 Budget	Cash Amount	Cash Source	In-kind Amount	In-kind Source	Total
A. Salaries, Wages, Benefits	$42,240.00	HPO $44/hr x 80 hrs/mo x 12 mos CI/CO			$42,240.00
B. Office Rental			$400.00 Conference room @ 1 hrs/mo x $50/hr x 8 mtgs/yr	CI/CO	$800.00
C. Equipment			*		
D. Supplies & Materials Itemize major categories			*		
E. Postage			*		
F. Telephone & Internet			*		
G. Photocopies			*		
H. Preservation Commission Number of hours X * rate X number of members X number of meetings			$2,965.76 7 members x 2 hrs/mo x $26.48 x 8 mtgs/year	YHPB	$2,965.76
I. Volunteers Hours X * rate X number of volunteers.					

J. Travel Mileage Number of miles X $**0.625**. **Include funds for HPO and/or Commissioners to attend CLG annual training**			*	CI/CO	
K. Travel Meals # of Meals X rate: Breakfast - $7.50 Lunch - $8.50 Dinner - $14.50			*	CI/CO	
L. Lodging $98.00 plus tax X number of nights			*	CI/CO	
M. Project (s) Expenses – fully itemized	$6,000.00 $2,500.00	F CI/CO			$8,500.00
N. Other Expenses – fully itemized.					
M. Total Expenses	$50,740.00		$3,365.76		$54,505.76

SOURCE KEY:

F-Federal
CI-City
CO-County
NP- Private/Non-Profit

* Federally approved minimum rate for volunteers is $26.48 per hour.

SOURCES OF REVENUE/FUNDING	AMOUNT
Itemized Cash Match Source	
City of Billings (Tax ID #: 816001237)	$ 1,031.00
City of Billings	$42,240.00
City of Laurel	$ 469.00
Yellowstone County	$ 1,000.00
Itemized In-Kind Match Source	
Room rental for board meetings	$ 800.00
YHPB member time	$2,965.76
Federal HPF Grant Request from SHPO	
CLG Funds	$6,000.00
TOTAL REVENUE	**$54,505.76**

Certified Local Government
Historic Preservation Commission Chairperson or President

Signature _____ Date 1/17/2023

Name (typed) Keith Edgerton

Address 1140 N. 32nd Street, Billings, MT 59101

Telephone 406-861-2845

* * * *

Yellowstone Historic Preservation Board Work Plan
2023-2024

Goals & Objectives:

I. Promote the preservation of historic buildings, sites or neighborhoods.

II. Increase community awareness on the benefits of historic preservation activities.

III. Promote increased awareness of preservation activities and the work of the YHPB through the four governing bodies represented on the Board.

IV. Comply with the duties and responsibilities of historic preservation organizations under the State Certified Local Government Program and the requirements of the Inter-local Agreement.

2023-2024 Projects

1. Complete a National Registration Riverside Park in Laurel.

Time Frame: Draft nomination by summer 2023
Who: YHPB Board, HPO/WHC, City of Laurel
Status: YHPB has allocated hours to allow the WHC to work on the nomination. Board has also volunteered to assist in reading over narratives and other tasks associated with the creation of the nomination.

2. YHPB applied to the Montana History Foundation requesting funding to redevelop the mobile walking tour application. WHC will act as the consultant for the project and explore using ThingLink, a platform that allows photography and programs to include information regarding the item in the photograph. The board will look to expand this tour outside of the Billings downtown. This link shows an example of the program: https://www.ywhc.org/exhibit/be-tween-the-lines-bees-their-people/

If the grant is unsuccessful, the HPO will review currently funding availability locally to complete the project.

Time Frame: Summer, 2023
Who: YHPB, WHC, HPO
Status: The YHPB was provided cash and in-kind match for the Montana History Foundation Grant.

3. **YHPB is looking to develop a Window Restoration Toolkit with assistance locally and from the Preserve Montana organization. As part of this toolkit which will be available to check out, Preserve Montana will conduct a hands-on work shop to teach basic window restoration.**

Time Frame: Throughout 2023
Who: YHPB, WHC, HPO
Status: Identifying local partners in the building of the toolkit.

4. **YHPB will look to develop a local program similar to the State Historic Preservation Offices' Montana Hidden History. Two suggestions have been a tour of the Lincoln Center Tunnels and a Cohagen House Tour. This would be an opportunity for the YHPB to generate some income towards historic preservation activities, such as funds for local match of grants, program development, limited survey and national register work, etc.**

Time Frame: Throughout 2023 and beyond – Lincoln Center Tunnels during May (Preservation Month)
Who: YHPB, HPO, WHC
Status: Early stages of discussion and development

Annual Board Activities

1. **Continue the review of building permits submitted for properties located within the designated historic district.**

Time Frame: Ongoing
Who: Committee and HPO

2. **Continue the review of Community Development Block Grant rehabilitation projects as needed.**

Time Frame: Ongoing
Who: YHPB/WHC

3. **To continually update the local governing bodies of the activities undertaken by the YHPB, annual PowerPoint Presentations will be made to the City of Billings, the City of Laurel and Yellowstone County.**

Time Frame: Yearly
Who: Chair/WHC/HPO
Status: The scheduling of these meetings will take place yearly during spring.

4. **To provide up to date information to the general public, continually update the web site and social media sites on activities and programs.**

Time Frame: Ongoing
Who: WHC

5. **Provide resources to property owners who are interested in listing a property to the National Register. Including State Historic Preservation Office contacts, literature and technical assistance.**

Time Frame: Ongoing
Who: YHPB Board/HPO/WHC

6. **Expand YHPB meetings to alternate locations. To take advantage of some of our many historic venues, the board wishes to expand meetings to alternate locations.**

Time Frame: Ongoing

Who: HPO/WHC

7. **Due to a loss of potential historic buildings within the City of Billings, an effort is being made to notify WHC and a member of the board about upcoming demolitions. The Building Division notifies HPO on the release of demolition permits, HPO notifies members of the demolition and a determination is made to either document/photograph building.**

Time Frame: Ongoing
Who: HPO/WHC/Board

8. **Continue exploration of grant opportunities to provide additional funds to the YHPB for historic preservation projects.**

Time Frame: Ongoing
Who: HPO/WHC

9. **Consultant, Historic Preservation Officer and YHPB will attend training meetings as needed. Historic Preservation Officer will attend the required annual Montana State Historic Preservation Conference.**

Time Frame: Ongoing
Who: WHC/HPO

10. **To provide a forum for Historic Preservationist to share their successes and discuss projects and to present historic preservation awards, continue to host the Historic Preservation Roundtable yearly.**

Time Frame: Yearly
Who: WHC/HPO/Board
Status: Preservation Month - March

11. **Celebrate National Historic Preservation Month. Board will decide on a program, speakers and other events to commemorate this event.**

Time Frame: Yearly
Who: Committee/WHC
Status: This event will occur yearly during May.

12. **YHPB will investigate and identify opportunities to display the YHBP banners.**

Time Frame: Yearly
Who: YHPB, HPO, WHC

City Council Regular

Date:	02/13/2023
Title:	Annual Acceptance of Federal Aviation Administration Airport Improvement Program Grants
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council accept this year's Airport Improvement Program (AIP) Grants from the Federal Aviation Administration (FAA) and authorize the Mayor to execute each of the AIP Grant offers as they are received.

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

Each year the Airport seeks Federal grant funding through the FAA AIP for capital projects at the Airport. Annually, the Airport may be awarded a number of AIP grants due to funding allocation, varying projects, and grant scheduling issues. These grants are normally on a tight timeline for acceptance, subsequently, each year the Airport seeks the approval and authorization from the City Council for the Mayor to execute the FAA provided AIP grant offers as they are provided. This year's grant offers should include funding from the Airport's annual entitlements, previous year grant carry overs, discretionary grant funding, and the addition of infrastructure grant funding. The grants may provide funding for all or some of the following: approximately $8,600,000 for the Terminal Building Expansion Project, $2,850,000 for the Aircraft Ramp Replacement just east of the new Concourse B, $600,000 for a mid-field Service Road Rebuild, and reimbursable funding of $777,418 for the West End Taxiway Extension project constructed last Summer. Airport staff anticipates at least two grant offers with the potential of a third grant funded with AIP discretionary funds.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

This year the Airport expects funding from its regular AIP Grant entitlements, AIP Grant entitlement rollovers, AIP Grant discretionary funds, and funds from the Bipartisan Infrastructure Law for a total of up to a possible $12,800,000. Regardless of the amounts for the grant offers received, the Airport will need to provide a 10% local share match for the non-Terminal projects and 17.02% for the Terminal project work, or up to $2,230,000 of total local funds. Airport funds needed for any required local match are available in the Airport's Capital Fund.

City Council Regular

Date: 02/13/2023
Title: Donations to the Billings Public Library
Presented by: Gavin Woltjer
Department: Library
Presentation: No
Legal Review Not Applicable

RECOMMENDATION

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

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

The Billings Public Library has received donations/sponsorships as follows:

Private Donor S. McCalla	$250	
Humanities Montana	$3,500	Earmarked for the Democracy Project
Library Foundation	$3,025	Earmarked for special library projects
Healthy By Design	$800	Space2Place Beet project
Estate of Frank C Stevens	$500	Annual endowment to the Montana Room
Community Webs grant	$2,200	Earmarked for Archival training

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

There is no budgetary impact.

City Council Regular

Date:	02/13/2023
Title:	Acceptance of Perpetual Right-of-Way Easement from Bradley W Hardt and Tammy Jo Hardt
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that City Council accept the perpetual right-of-way easement from Bradley W Hardt and Tammy Jo Hardt.

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

The Hardt family owns Certificate of Survey 2715 and the unplatted property to the east. These properties are located south of Central Avenue and approximately one-half mile west of Shiloh Road. The City is proposing to install a sanitary sewer main from east to west along the southern boundary of the property. This trunk sewer extension is part of the larger WO 23-07 Monad Sewer project that will provide gravity sewer service from Shiloh Road west to 48th Street West (along the north side of the Monad Drain) and south along 48th Street West to the intersection of King Avenue West/48th Street West. The sewer project is currently in the design phase. Constructing the sewer will allow the property to develop in the City and connect to the sanitary sewer. Attached is a perpetual right-of-way easement to allow construction and maintenance of the sanitary sewer.

ALTERNATIVES

The City Council may:

- Approve the perpetual right-of-way easement; or
- Not approve the easement. The City would not be able to construct the sanitary sewer in the planned location. The easement is at the request of the City and the property owner.

FISCAL EFFECTS

There is no cost to the City for acceptance of the easement.

Attachments

Easement

Return To:

City of Billings
Public Works Dept
2224 Montana Ave
Billings, MT 59101

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this ____ day of _____, 20____, the undersigned,

Bradley W. and Tammy Jo Hardt of 4620 Central Avenue, Billings, MT 59106 AND Bradley W. Hardt as Trustee of the Richard and Betty Hardt Living Trust Dated May 24, 2005 of 4620 Central Avenue, Billings, MT 59106 the address of hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through real property as shown on the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____, more particularly described as follows, to-wit:

Commencing at the Center of Section 10 of T01S, R25E, P.M.M., Yellowstone County, Montana, being the Point of Beginning; thence N0° 12' 05"W a distance of 70.00 feet along the north/south quarter line of Section 10; thence N89° 34' 33"W a distance of 895.39 feet; thence N0° 12' 05"W a distance of 1251.99 feet; thence N89° 34' 56"W a distance of 20.00 feet; thence S0° 12' 05"E a distance of 1251.98 feet; thence N89° 34' 33"W a distance of 905.01 feet; thence S0°18'01"E a distance of 70.00 feet along the west boundary of Tract 1 of COS 2715; thence S89°34'33"E a distance of 1820.28 feet along the east/west quarter line of Section 10 back to the Point of Beginning.

Said area containing 3.50 acres, more or less.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing drainage ditches, storm and sanitary sewers and/or water lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said drainage ditches, storm and sanitary sewers and/or water lines and appurtenances, and adding additional storm and sanitary sewer and/or water lines.

Grantors 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. Grantors and their successors agree 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. Grantors agree 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. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

3. Grantors agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in

4. the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing drainage ditches, storm and 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 the City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the drainage ditches, storm and sanitary sewer and/or water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:
    - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property 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 the City of Billings in exercise of any of their rights under this easement right-of-way.

    - Grantors agree the owners of the above-described real property shall reimburse the City of Billings for any and all damage claims paid by the City 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.

_____
Bradley W. Hardt

_____
Tammy Jo Hardt

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Bradley W. Hardt and Tammy Jo Hardt to me known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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

_____
Signature of Notary

(SEAL)

_____
Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

_____

Bradley W. Hardt, Trustee of the

Richard and Betty Hardt Living Trust dated May 24, 2005

STATE OF MONTANA)

) ss.

County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Bradley W. Hardt to me known to be a Trustee of the Richard and Betty Hardt Living Trust dated May 24, 2005 that executed the within instrument and acknowledged to me that such corporation executed the same.

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

_____

Signature of Notary

(SEAL)

_____

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

_____
Mayor, City of Billings

ATTEST: _____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

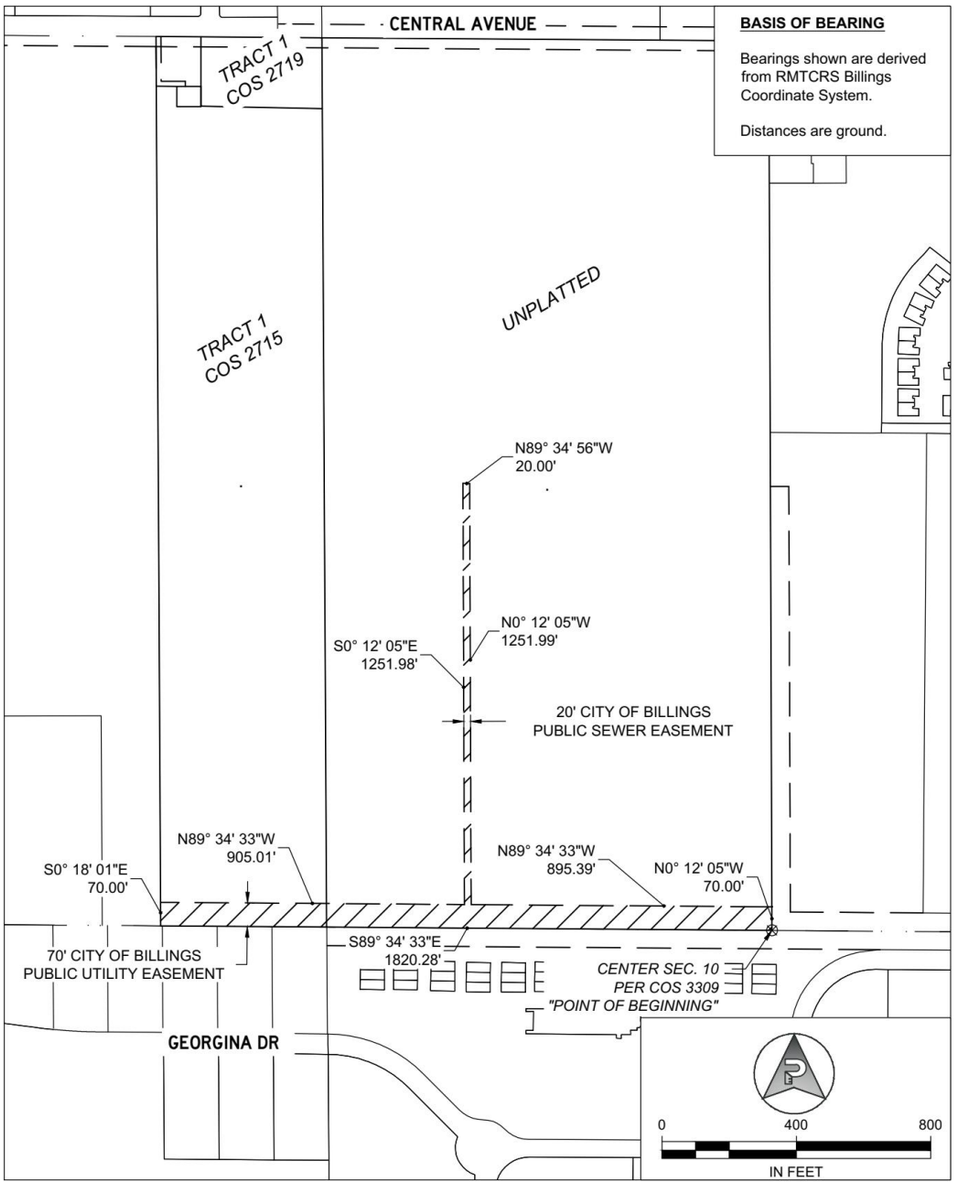
On this _____ day of _____ , 20___ , before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____ , known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

_____
Notary Public in and for the State of Montana

EXHIBIT A

LOCATED IN NW 1/4 OF SECTION 10, T 01 S, R 25 E, P.M.M.
YELLOWSTONE COUNTY, MONTANA



City Council Regular

Date:	02/13/2023
Title:	Acceptance of Traffic Signal and Sidewalk Easements for Traffic Signal Improvements
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that City Council accept the Traffic Signal and Sidewalk Easements from Sharon J Quast Trust, Lutheran Church of the Good Shepherd, and Power of Abundant Recovery Ministries.

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

W.O. 22-29, 24th Street West Signal Conduit Upgrades, is a project to upgrade traffic signal equipment at various intersections along 24th Street West in order to provide better control and operation of signals for improved traffic flow. During the design of the project, staff determined that some of the existing traffic signal equipment and sidewalk at the intersection of 24th Street West & Lewis Avenue was installed on private property when it was originally constructed. Accordingly, staff communicated with the property owners on the impacted intersection corners, and the landowners are agreeable to grant the City the ability to perpetually maintain the equipment and sidewalk through an easement. Three separate easements with three landowners are included and attached with this memo.

ALTERNATIVES

City Council may:

- Approve accepting the traffic signal and sidewalk easements; or,
- Not approve the easements. If not approved, the City will not have legal access to maintain the traffic signals or sidewalk. The signal equipment and sidewalk will remain on private property.

FISCAL EFFECTS

There is no cost to the City for acceptance of the easements.

Attachments

1031 24th St W Easement
1108 24th St W Easement
2335 Lewis Ave Easement

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

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20___, by and between the following:

SHARON J. QUAST As: TRUSTEE
of the **SHARON J. QUAST TRUST**
Easement Address 1031 24th Street West
Billings, Montana 59102,
hereinafter referred to as **GRANTOR**

and

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

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

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary traffic signal fixtures and appurtenances and for sidewalk over, across, under, and through the real property more particularly described as follows:

EASEMENT LAND DESCRIPTION
Tract of land situated in the NW1/4 of Section 6, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 8A-1 of the Plat of Amended Lots 8A, 8B and 8C of Amended Lot 8, Arnold Subdivision, Second Filing, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded February 27th, 1997 under document No. 1864781 more particularly described as follows,
Basis of Bearing being the West line of said Lot 8A-1;

EASEMENT
Beginning at the northwest corner of Lot 8A-1 of said Plat of Amended Lots 8A, 8B and 8C of Amended Lot 8, Arnold Subdivision, Second Filing, point also being on the south right-of-way of Lewis Avenue; Thence N 89° 57' 00" E and along said south right-of-way for a distance of 19.00 feet; Thence S 49°45'33" W and leaving said south right-of-way for a distance of 24.79 feet, to a point on the east right-of-way of 24th Street West; Thence N 00°16'00" W and along said east right-of-way for a distance of 16.00 feet to the Easement Point of Beginning, said easement containing an area of 152 square feet more or less.

See also Exhibit A attached and incorporated herein, showing said easement area.

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

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

By: Sharon J. Quast
SHARON J. QUAST

As: **TRUSTEE**
Of the **SHARON J. QUAST TRUST**

STATE OF MONTANA)
:ss
County of Yellowstone)

This instrument was signed or acknowledged before me on this 27 day of September, 2022, by Sharon J. Quast as Trustee of the Sharon J. Quast Trust as **GRANTOR**.

SUSAN WELLBROOK NOTARIAL SEAL STATE OF MONTANA
SUSAN **WELLBROOK**
NOTARY **PUBLIC for the**
State of **Montana**
Residing at **Billings, Montana**
My Commission **Expires**
September 29, 2024

Susan Wellbrook
(Notary Signature)

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

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

ATTEST:

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

STATE OF MONTANA)
:ss
County of Yellowstone)

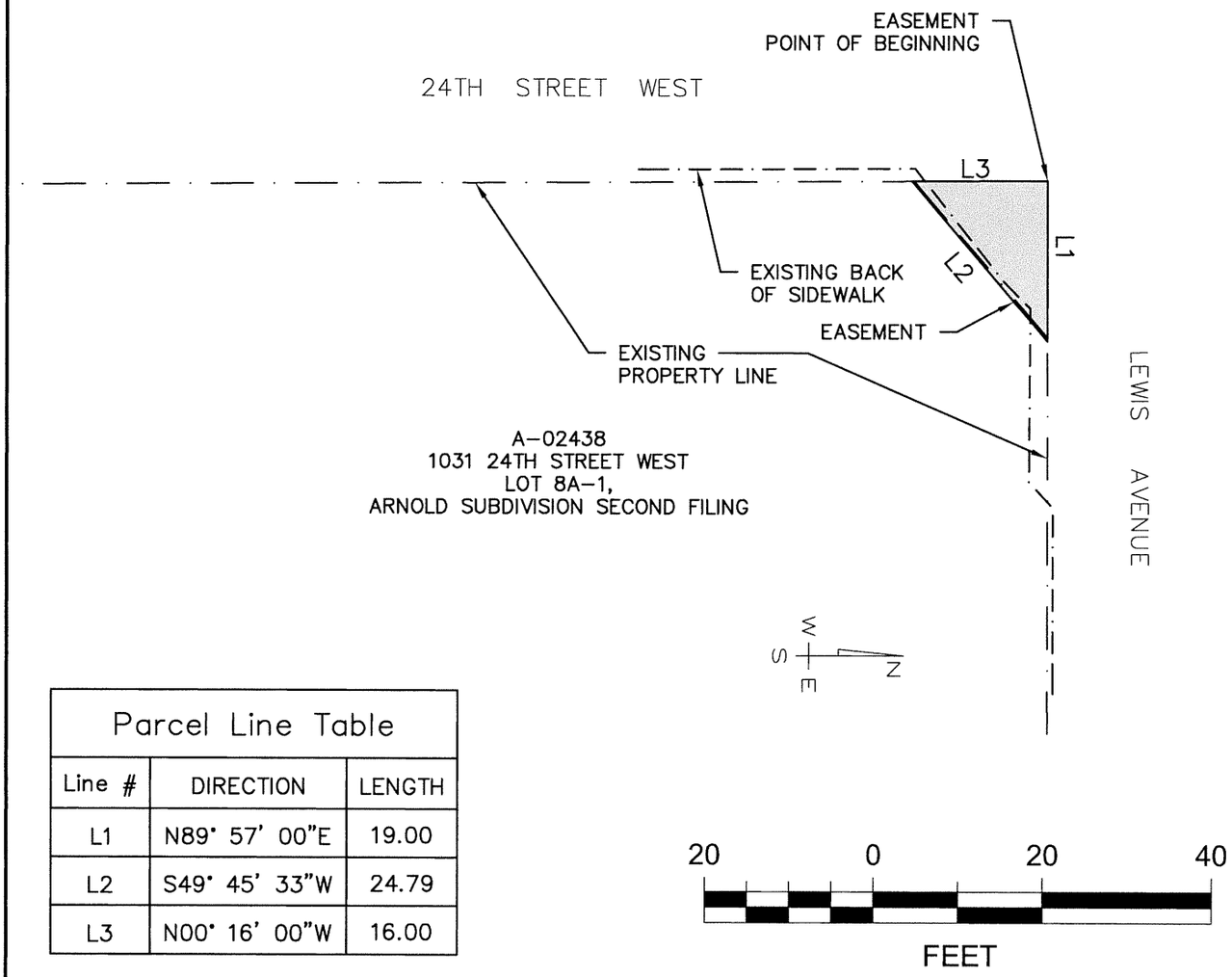
This instrument was signed or acknowledged before me on this _____day of _____, 20__, by **WILLIAM A. COLE**, **MAYOR** and **DENISE R. BOHLMAN, CITY CLERK**, on behalf of the **CITY OF BILLINGS, a Montana municipal corporation,** as **GRANTEE**.

_____
(Notary Signature)

(Notarial Seal)

EXHIBIT "A"

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT
WITHIN A PORTION OF LOT 8A–1 OF THE PLAT OF AMENDED LOTS 8A, 8B AND 8C OF AMENDED LOT 8, ARNOLD SUBDIVISION, SECOND FILING, ON FILE ADN OF RECORD UNDER IN THE OFFICE OF THE YELLOWSTONE COUNTY CLERK AND RECORDERS OFFICE, RECORDED FEBRUARY 27TH, 1997 UNDER DOCUMENT NO. 1864781
CITY OF BILLINGS, MONTANA



Parcel Line Table		
Line #	DIRECTION	LENGTH
L1	N89° 57' 00"E	19.00
L2	S49° 45' 33"W	24.79
L3	N00° 16' 00"W	16.00

EASEMENT LAND DESCRIPTION

Tract of land situated in the NW1/4 of Section 6, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 8A–1 of the Plat of Amended Lots 8A, 8B and 8C of Amended Lot 8, Arnold Subdivision, Second Filing, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded February 27th, 1997 under document No. 1864781 more particularly described as follows, Basis of Bearing being the West line of said Lot 8A–1;

EASEMENT

Beginning at the northwest corner of Lot 8A–1 of said Plat of Amended Lots 8A, 8B and 8C of Amended Lot 8, Arnold Subdivision, Second Filing, point also being on the south right–of–way of Lewis Avenue; Thence N 89° 57' 00" E and along said south right–of–way for a distance of 19.00 feet; Thence S 49°45'33" W and leaving said south right–of–way for a distance of 24.79 feet, to a point on the east right–of–way of 24th Street West; Thence N 00°16'00" W and along said east right–of–way for a distance of 16.00 feet to the Easement Point of Beginning, said easement containing an area of 152 square feet more or less.

CITY OF BILLINGS, MONTANA
TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT EXHIBIT
W.O. 22–29, 24TH STREET WEST SIGNAL CONDUIT UPGRADES
EXHIBIT IS PREPARED FOR AND BY THE CITY OF BILLINGS, MONTANA

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

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20___, by and between the following:

KEN CARROTHERS As: Senior Pastor
of LUTHERAN CHURCH OF THE
GOOD SHEPHERD of BILLINGS, MONTANA
1108 24th Street West
Billings, Montana 59102,
hereinafter referred to as **GRANTOR**

and

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

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

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary traffic signal fixtures and appurtenances and for sidewalk over, across, under, and through the real property more particularly described as follows:

EASEMENT LAND DESCRIPTION
Tract of land situated in the NE1/4 of Section 1, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 7 Block 1 of Lillis Subdivision, Second Filing, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded June 10th, 1954 under document No. 525187, more particularly described as follows, Basis of Bearing being the East line of said Block 1;

EASEMENT
Beginning at the southeast corner of Lot 7 of said Block 1, point also being on the north right-of-way line of Lewis Avenue; Thence S 89° 45' 00"W along said north right-of-way line for a distance of 11.00 feet to a point on north right-of-way; Thence N 50° 27' 14" E and leaving said right-of-way for a distance of 14.21 feet to a point on the west right-of-way line of 24th Street West; Thence S 00° 16' 00" E and along said west right-of-way for a distance of 9.00 feet, to the Point of Beginning, said easement containing an area of 50 square feet more or less.

See also Exhibit A attached and incorporated herein, showing said easement area.

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

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

By: Ken Carrothers
KEN CARROTHERS
As: Senior Pastor
of LUTHERAN CHURCH OF THE GOOD SHEPHERD
of BILLINGS, MONTANA

STATE OF MONTANA)
:ss
County of Yellowstone)

This instrument was signed or acknowledged before me on this 30 day of September, 2022, by Ken Carrothers as Senior Pastor as **GRANTOR**.

SUSAN WELLBROOK NOTARIAL SEAL STATE OF MONTANA

SUSAN WELLBROOK
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 29, 2024

Susan Wellbrook
(Notary Signature)

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

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

ATTEST:

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

STATE OF MONTANA)
:ss
County of Yellowstone)

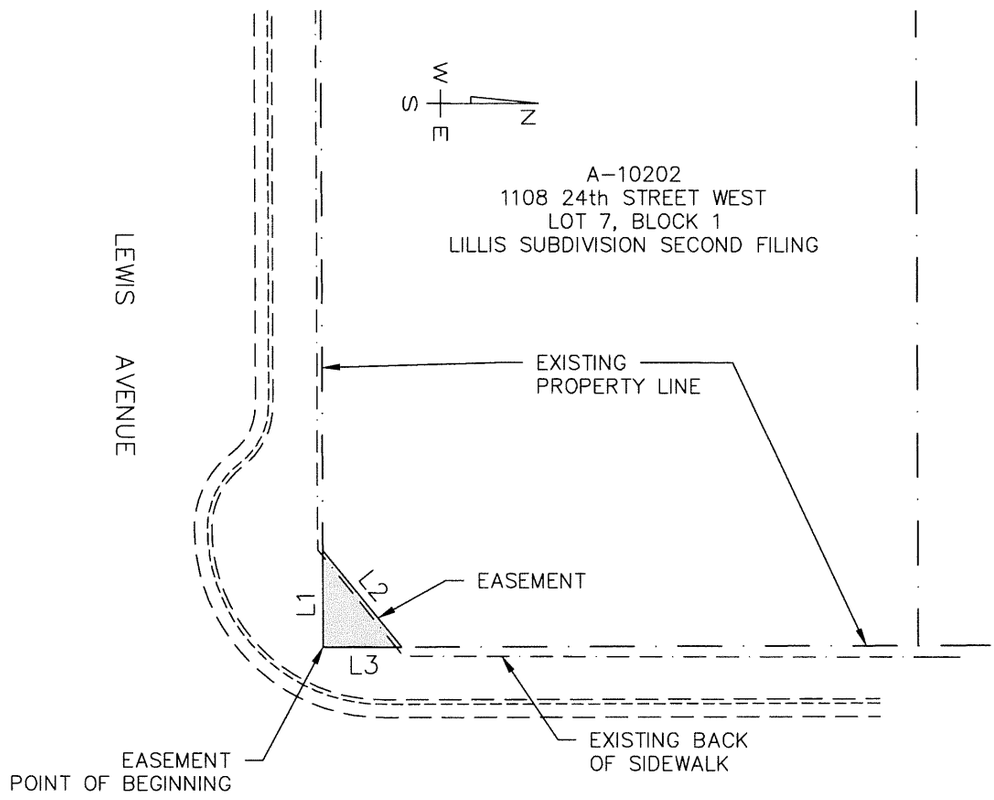
This instrument was signed or acknowledged before me on this _____day of _____, 20__, by **WILLIAM A. COLE, MAYOR** and **DENISE R. BOHLMAN, CITY CLERK**, on behalf of the **CITY OF BILLINGS, a Montana municipal corporation,** as **GRANTEE**.

_____
(Notary Signature)

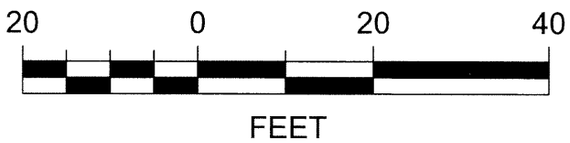
(Notarial Seal)

EXHIBIT "A"

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT WITHIN LOT 7, BLOCK 1 LILLIS SUBDIVISION SECOND FILING ON FILE AND OF RECORD IN THE OFFICE OF THE YELLOWSTONE COUNTY CLERK AND RECORDERS OFFICE, RECORDED JUNE 10th, 1954, UNDER DOCUMENT NO. 525187 CITY OF BILLINGS, MONTANA



Parcel Line Table		
Line #	DIRECTION	LENGTH
L1	S89° 45' 00"W	11.00
L2	N50° 27' 14"E	14.21
L3	S00° 16' 00"E	9.00



EASEMENT LAND DESCRIPTION

Tract of land situated in the NE1/4 of Section 1, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 7 Block 1 of Lillis Subdivision, Second Filing, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded June 10th, 1954 under document No. 525187, more particularly described as follows, Basis of Bearing being the East line of said Block 1;

EASEMENT

Beginning at the southeast corner of Lot 7 of said Block 1, point also being on the north right–of–way line of Lewis Avenue; Thence S 89° 45' 00"W along said north right–of–way line for a distance of 11.00 feet to a point on north right–of–way; Thence N 50° 27' 14" E and leaving said right–of–way for a distance of 14.21 feet to a point on the west right–of–way line of 24th Street West; Thence S 00° 16' 00" E and along said west right–of–way for a distance of 9.00 feet, to the Easement Point of Beginning, said easement containing an area of 50 square feet more or less.

CITY OF BILLINGS, MONTANA

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT EXHIBIT

W.O. 22–29, 24TH STREET WEST SIGNAL CONDUIT UPGRADES

EXHIBIT IS PREPARED FOR AND BY THE CITY OF BILLINGS, MONTANA

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

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____, 20___, by and between the following:

MARK McMANUS As: **CEO**
of **POWER of ABUNDANT RECOVERY MINISTRIES**
2335 Lewis Avenue
Billings, Montana 59102,
hereinafter referred to as **GRANTOR**

and

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

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

WITNESSETH THAT GRANTOR does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary traffic signal fixtures and appurtenances and for sidewalk over, across, under, and through the real property more particularly described as follows:

EASEMENT LAND DESCRIPTION
Tract of land situated in the NW1/4 of Section 6, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 7A of the Amended Plat of the South 140.0' of Lots 6 & 7, Arnold Subdivision, Second Filing, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded June 9th, 1978 under document No. 1092668, less the west 10 feet for street and highway purposes, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded July 13th, 1978 under document No. 1097181 more particularly described as follows, Basis of Bearing being the West line of said Lot 7A;

EASEMENT
Commencing at the southwest corner of Lot 7A of said Amended Plat of the South 140.0' of Lots 6 & 7, Arnold Subdivision, Second Filing, Thence N 89° 57' 27" E for a distance of 10.00 feet, to the true Easement Point of Beginning, point also being on the north right-of-way of Lewis Avenue; Thence N 89° 57' 27" E and along said north right-of-way for a distance of 15.50 feet; Thence N 57° 16' 48" W and leaving said right-of-way for a distance of 12.48 feet; Thence N 32°43'12" E for a distance of 4.00 feet; Thence N 57°16'48" W for a distance of 8.60 feet to a point on the east right-of-way of 24th Street West; Thence S 00° 16' 00" E and along said east right-of-way for a distance of 14.77 feet.
to the Easement Point of Beginning, said easement containing an area of 107 square feet more or less.

See also Exhibit A attached and incorporated herein, showing said easement area.

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

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

By:_____
MARK McMANUS

As: **CEO**
Of **POWER of ABUNDANT RECOVERY MINISTRIES**

STATE OF MONTANA)
:ss
County of Yellowstone)

This instrument was signed or acknowledged before me on this 6 day of January, 2023 by Mark McManus as CEO of Power of Abundant Recovery Ministries as **GRANTOR**.

SUSAN WELLBROOK NOTARIAL SEAL STATE OF MONTANA

SUSAN WELLBROOK
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
September 29, 2024

(Notary Signature)

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

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

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

ATTEST:

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

STATE OF MONTANA)
:ss
County of Yellowstone)

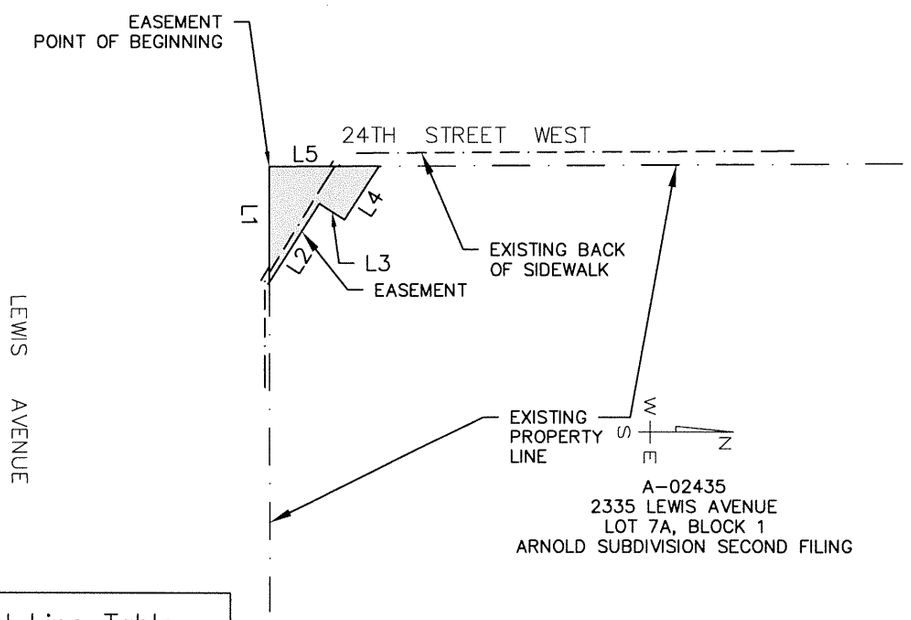
This instrument was signed or acknowledged before me on this _____day of _____, 20__, by **WILLIAM A. COLE, MAYOR** and **DENISE R. BOHLMAN, CITY CLERK**, on behalf of the **CITY OF BILLINGS, a Montana municipal corporation,** as **GRANTEE**.

_____
(Notary Signature)

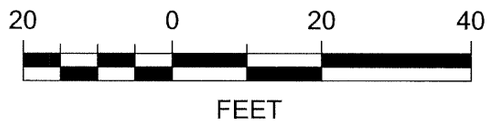
(Notarial Seal)

EXHIBIT "A"

TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT
WITHIN A PORTION OF LOT 7A OF THE AMENDED PLAT OF THE
SOUTH 140.0' OF LOTS 6 & 7, ARNOLD SUBDIVISION, SECOND FILING,
ON FILE AND OF RECORD UNDER IN THE OFFICE OF THE YELLOWSTONE COUNTY
CLERK AND RECORDERS OFFICE, RECORDED JUNE 9TH, 1978 UNDER DOCUMENT NO. 1092668,
LESS THE WEST 10 FEET FOR STREET AND HIGHWAY PURPOSES, ON FILE
AND OF RECORD UNDER IN THE OFFICE OF THE YELLOWSTONE COUNTY CLERK AND
RECORDERS OFFICE, RECORDED JULY 13TH, 1978 UNDER DOCUMENT NO. 1097181
CITY OF BILLINGS, MONTANA



Parcel Line Table		
Line #	DIRECTION	LENGTH
L1	N89° 57' 27"E	15.50
L2	N57° 16' 48"W	12.48
L3	N32° 43' 12"E	4.00
L4	N57° 16' 48"W	8.60
L5	S00° 16' 00"E	14.77



EASEMENT LAND DESCRIPTION

Tract of land situated in the NW1/4 of Section 6, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Lot 7A of the Amended Plat of the South 140.0' of Lots 6 & 7, Arnold Subdivision, Second Filing, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded June 9th, 1978 under document No. 1092668, less the west 10 feet for street and highway purposes, on file and of record under in the office of the Yellowstone County Clerk and Recorders Office, recorded July 13th, 1978 under document No. 1097181 more particularly described as follows, Basis of Bearing being the West line of said Lot 7A;

EASEMENT

Commencing at the southwest corner of Lot 7A of said Amended Plat of the South 140.0' of Lots 6 & 7, Arnold Subdivision, Second Filing, Thence N 89° 57' 27" E for a distance of 10.00 feet, to the true Easement Point of Beginning, point also being on the north right-of-way of Lewis Avenue; Thence N 89° 57' 27" E and along said north right-of-way for a distance of 15.50 feet; Thence N 57° 16' 48" W and leaving said right-of-way for a distance of 12.48 feet; Thence N 32°43'12" E for a distance of 4.00 feet; Thence N 57°16'48" W for a distance of 8.60 feet to a point on the east right-of-way of 24th Street West; Thence S 00° 16' 00" E and along said east right-of-way for a distance of 14.77 feet.
to the Easement Point of Beginning, said easement containing an area of 107 square feet more or less.

CITY OF BILLINGS, MONTANA
TRAFFIC SIGNAL FIXTURES AND SIDEWALK EASEMENT EXHIBIT
W.O. 22-29, 24TH STREET WEST SIGNAL CONDUIT UPGRADES
EXHIBIT IS PREPARED FOR AND BY THE CITY OF BILLINGS, MONTANA

City Council Regular

Date:	02/13/2023
Title:	Billings Multi-generational Recreation Center Concept Design Phase Final Report
Presented by:	Mike Whitaker, Parks, Recreation & Public Lands Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff Recommends Council approve the Resolution (Attachment A) adopting the Conceptual Design Phase Final Report of the Billings Multi-generational Recreation Center.

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

As identified in the City of Billings Comprehensive Parks and Recreation Master Plan (adopted September 2017), one of the community's highest priority is an indoor multi-generational recreation center. In December 2021 Council adopted the South Billings Aquatic & Recreation Center Master Plan and Feasibility Study. Council gave direction to staff to proceed with the Conceptual Design Phase and approved a contract with A & E Design to provide these design services. The goal of this process has been to create a multi-generational recreation facility that best reflects the needs of our community, best practices for programming a recreation center, site design, and a defined budget. The consulting design team has worked in close collaboration with City Administration, Parks and Recreation and a Core Committee of community representatives for the last year to create this concept design. The process has been inclusive and collaborative to ensure that all ideas are explored and tested. The committee has defined the following primary objectives:

1. The facility must be visionary and make an impact on our community -- *if we're going to build it, let's build it right*
2. The facility needs to create a balance of meeting the needs of our local residents while also attracting sports tourism opportunities.
3. The program spaces within the facility need to reflect what the residents will support and what they have defined as the essential unmet needs in our community.
4. The facility should seek to maximize revenue generation.

In order to ensure the process was inclusive and genuinely reflective of our community, the team reached out to the Billings residents through community engagement, meetings, and a statistically valid public survey. **The residents' input has defined the vision for this recreation center.** The statistically valid survey results indicate the most desired spaces with unmet needs in our community:

1. Indoor Family Leisure Activity Pool
2. Indoor Exercise / Lap Swimming Pool
3. Fitness Spaces (open fitness and group exercise studios)
4. Gymnasium -- Court Sports
5. Indoor Walk/Jog track
6. Indoor Ice Skating Rink

Updates on this work were provided to council at Work Sessions in May and October 2022. Following the Council presentation in October 2022, the core team made several refinements to the design to ensure it captures the comprehensive vision for our community's recreation center. The team has finished the Conceptual Design Phase of the Billings Multi-Generational Recreation Center is complete, See Attachment B. The following objectives have been completed:

1. Facility design, architectural character, and site configuration
2. Capital construction budget
3. Operational Pro Forma to define cost recovery estimates

ALTERNATIVES

Council may: Approve the Resolution adopting the Conceptual Design Phase Final Report of the Billings Multi-generational Recreation Center, or; Not approve the Resolution and provide staff with additional guidance.

FISCAL EFFECTS

By adopting this study there will be no fiscal effects.

Attachments

Attachment A
Attachment B

RESOLUTION 23-_____

A RESOLUTION ADOPTING THE CONCEPTUAL DESIGN OF THE BILLINGS MULTI-GENERATIONAL RECREATION CENTER FOR THE CITIZENS OF BILLINGS LOCATED ON CITY OWNED LAND NEXT TO AMEND PARK

WHEREAS, The Billings Multi-Generational Recreation Center is the Conceptual Design study is the conceptual study for the Multi-Generational Recreation Center located on City owned land next to Amend Park; and

WHEREAS, there is a need for a Community Recreation Center to meet the indoor recreational and sports tourism needs of the citizens of Billings; and

WHEREAS, it is in the public interest and necessary that this study guide the future development of a community recreation center; and

WHEREAS, this study is in response to the public input and desires of the citizens of Billings.

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

1. *Billings Multi-Generational Recreation Center.* The Conceptual Design Study for the Multi-Generational Recreation Center presented for adoption and attached as exhibit A is the official study for the facility.

2. *General Character of Improvements Provided for by this Study.* The general character of the improvements of this study are intended to balance the indoor recreational and programming needs and opportunities for the citizens of Billings. The special events hosted at the facility and the programming of sports tourism needs and opportunities of the community and region.

3. *Future Development.* The study will serve as a reference and guide, along with the South Billings Aquatic & Recreation Center Master Plan and Feasibility Study (adopted December 2021), will serve as a reference and guide for future study, design and construction efforts in the development of the Multi-Generational Recreation Community Center.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13 day of February, 2023.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk



BILLINGS MULTI-GENERATIONAL RECREATION CENTER

REV. 1 JANUARY 2023

CITY OF Billings

updates.

REVISION 1 - JANUARY 2023

This version of the Billings Multi-Generational Recreation Center Concept Design includes updates to the building floor plan, program, cost estimates and proforma. The revisions are the outcome of numerous meetings between the project's core and executive teams with city council, city officials, and community members. During the city council work session on October 17, 2022, a recommendation was made to the executive team that the building program be revised to include a second sheet of ice to accommodate a growing need for the Billings community. The expansion of the program resulted in an updated building footprint, site design, building cost and operations analysis, all of which are included in this version of the Concept Design.

thank you.

This Concept Design document wouldn't be possible without the support of countless community members and city staff. In particular, the members of the Core and Executive committees should be thanked for their volunteered time toward the planning of the new Billings Recreation Center. The names listed below represent key stakeholders of the future facility. It was critical that their voices and opinions be heard to help shape the program and design. We would also like to thank all the community members who attended the May 10, 2022 community meeting held at the Billings Public Library. Your strong show of support and input made clear to the Core and Executive committees how important an expanded building program is to the future of Billings. Major stakeholder groups represented by the ice and aquatics communities were important voices to be listened to during this process. Lastly, we'd like to thank Mayor Bill Cole and the members of the City Council for their time and feedback, which has also helped shape this project.

CORE COMMITTEE

Jim Tevlin *SBURA*
Andrew Houlihan *SBURA*
Chuck Platt *Park Board*
Chris Martin *Recreation Specialist, PRPL*
Brad Knutson *Recreation Specialist, PRPL*
Jennifer Brown *Recreation & Wellness Specialist, PRPL*
Dan McKinney *Recreation Specialist, PRPL*
Paul Reinhardt *Community Outreach & Engagement Coordinator, PRPL*
Mike Pigg *Superintendent of Parks, PRPL*
Jami Clark *Partners for Parks*
Thelma Armstrong *Community Member*
Shaun Seedhouse *Billings Ice Community*
Sean Marshall *Billings Aquatic Club / West High School*
Ron Spence *TBID Board/ Billings Hotel*
Kevin Nelson *SWCT*
Dianne Lehm *BSED*
Alex Tyson *Visit Billings*

EXECUTIVE COMMITTEE

Michael Whitaker *Director, PRPL*
Kory Thomson *Superintendent of Recreation, PRPL*
Mark Jarvis *Park Planner, PRPL*
Dick Zier *SBURA*
Wyeth Friday *Planning & Community Services Director, City of Billings*
Chris Kukulski *City Administrator, City of Billings*
Mark Wahl *Director of Athletics & Activities, Billings Public Schools*

DESIGN & CONSULTANT TEAM

Dusty Eaton *A&E Design*
Nicole Andersson *A&E Design*
Kevin Armstrong *BRS Architecture*
Jeff King *Ballard King*
Ryan Murray *ETC Institute*
Bryan Alexander *Sanderson Stewart*
Scott Ward *B32 Engineering*
George Deines *Counsilman Hunsaker*

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executive summary.

The Parks and Recreation Department is pleased to present the City of Billings with the following concept design document for a new multi-generational recreation center in south Billings, adjacent to Amend Park. The following site and building designs are the result of collaborative work between design consultants, core and executive planning committees, and city officials. The work completed over the past six months has resulted in plans for a facility that has gained traction and widespread support among the community, special interest groups, and city officials.

The concept for the Billings Recreational Center was derived primarily from its program and context within Amend Park. The original 2019 Master Plan provided the reasoning and context for choosing Amend Park as the location for this project. Being situated within an existing soccer field facility provides ample opportunities for interaction between interior and exterior programs. The goal was to create a facility that captured the inclusive and multi-generational recreation needs of the City of Billings while being mindful of 'right-sizing' to meet needs far into the future.

This document serves as a record of the planning effort to this point and as a reminder of the initial goals set forth as this project progresses into funding phases.

project goals.

The Design Team prompted a 'hopes and fears' conversation with the Core Committee during the second design meeting. Members were given an opportunity to voice their opinions and express their initial feelings, concerns, and desires for the project prior to kicking off design. Many of those comments are captured below. Ideas that continued to surface to the top during the following Core Committee meetings became the guiding principles of the project:

1. Create an inclusive community rec center for ALL people
2. Meet the needs of the community as well as needs for sports and tournaments
3. Focus on cost recovery and on-going operational sustainability
4. Push the limits and create a big picture vision for what's possible for recreation and wellness in Billings
5. Include 'nontraditional' spaces for people to come together
6. Truly create a multi-generational facility
7. There is an urgency for this facility – we need to build something

WHAT ARE THE KEY GOALS FOR YOU THAT DEFINE SUCCESS?

- Utilize a funding mechanism supported by the community (should not be a major tax burden)
- Incentivize private donors
- Stay focused on the core programs: ice, aquatics, & courts
- Create a community rec center for ALL people
- Inclusive of traditional and nontraditional spaces / activities
- Have clear operational strategy for how facility will be run
- Push the limits and create a big picture vision for what's possible for recreation and wellness in Billings.

WHAT ARE THE MOST IMPORTANT OUTCOMES OF THE PROJECT TO YOU?

- Inclusive facility that serves all people
- Include 'nontraditional' spaces for people to come together
- The facility should be able to grow and expand over time as the community grows – master plan for expansion
- Truly create a multi-generational facility
- Improve overall health of the community (lower obesity rates and other health related costs)
- Facility should meet the needs of the community as well as sports and tournaments

WHAT ARE YOUR BIGGEST CONCERNS?

- Facility management – who has the experience to operate this facility
- Cost recovery and ongoing operational sustainability
- Fear that we don't build with a 'big vision' now because of limits on funding
- Don't want to look back in 15 years and feel like we sold ourselves short
- Facility should not 'price out' certain demographics/ community members
- There is an urgency for this facility – we need to build something

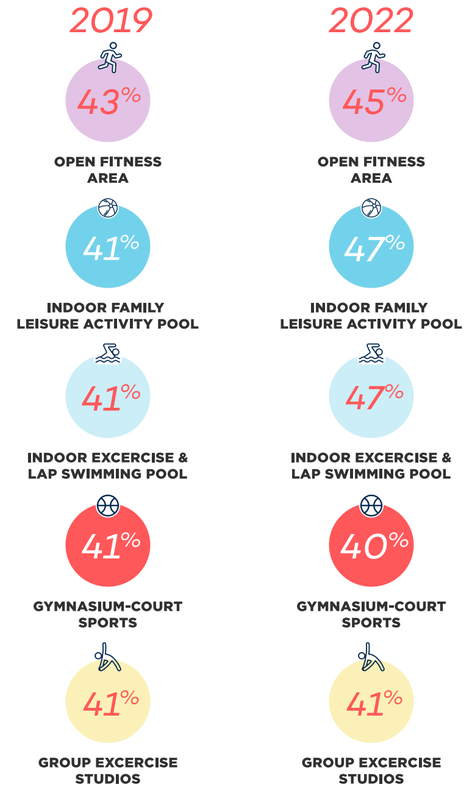
2022 community survey.

The Executive Committee made a decision to repeat the statistically valid survey previously completed for the 2019 Master Plan to reconfirm the findings and ensure the needs of the community were accurately and statistically understood. The same survey consultant, ETC Institute, was employed for the second survey. Their detailed analysis and report can be found in the appendix of this document. With statistic significance, ETC Institute was able to determine that the community responses from the 2022 survey closely matched those from the 2019 survey. The three primary programs with unmet needs remained: open fitness areas, indoor leisure pool, and indoor competition pool.

555 RESPONSES WITHIN CITY OF BILLINGS

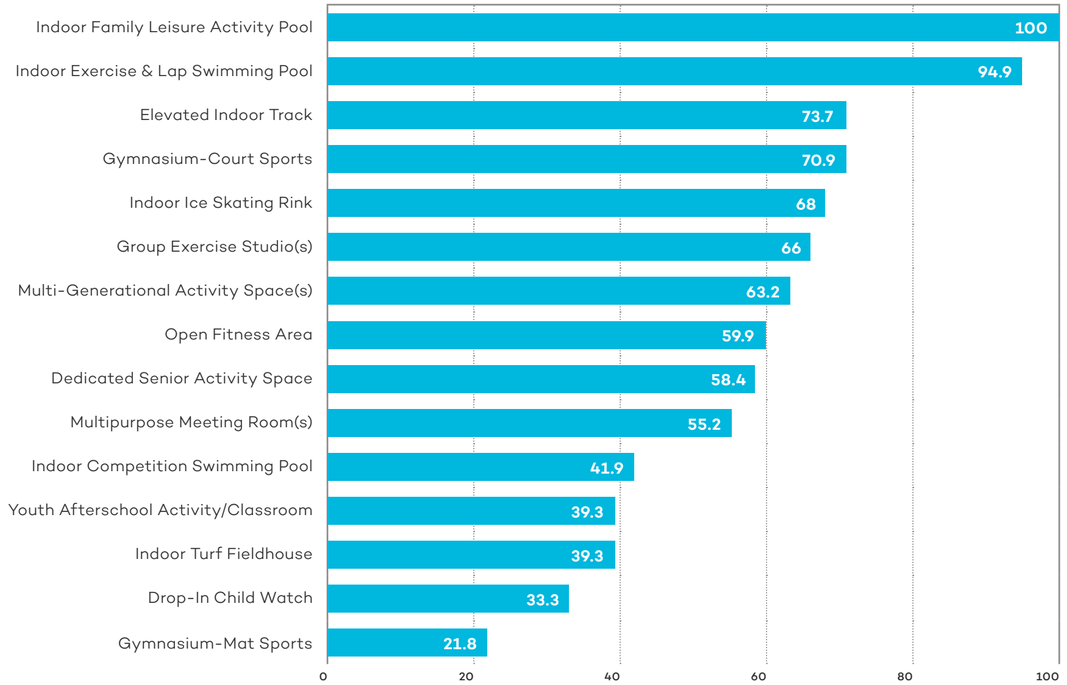
RESULTS HAVE A PRECISION OF 95%

TOP 5 RECREATION FACILITIES AND AMENITIES NEEDED



Unmet Needs Rating for Recreation Facilities and Amenities

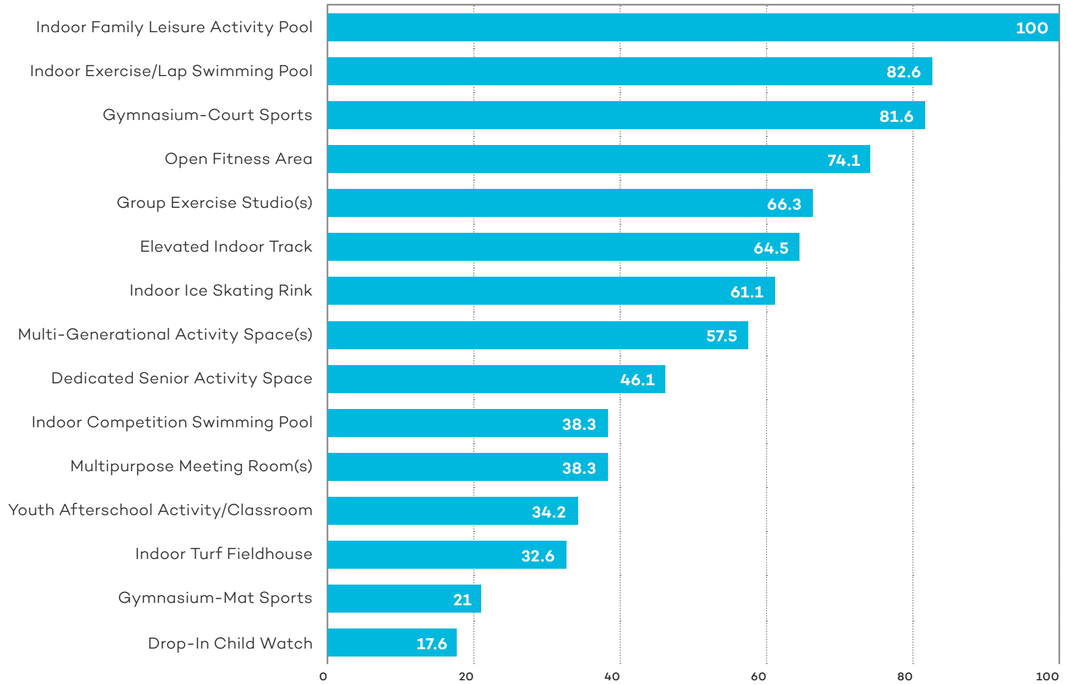
the rating for the item with the most unmet needs=100
the rating of all other items reflects the relative amount of unmet needs for each item compared to the item with the most unmet needs



2022 CITY OF BILLINGS PARKS AND RECREATION SURVEY FINDINGS REPORT

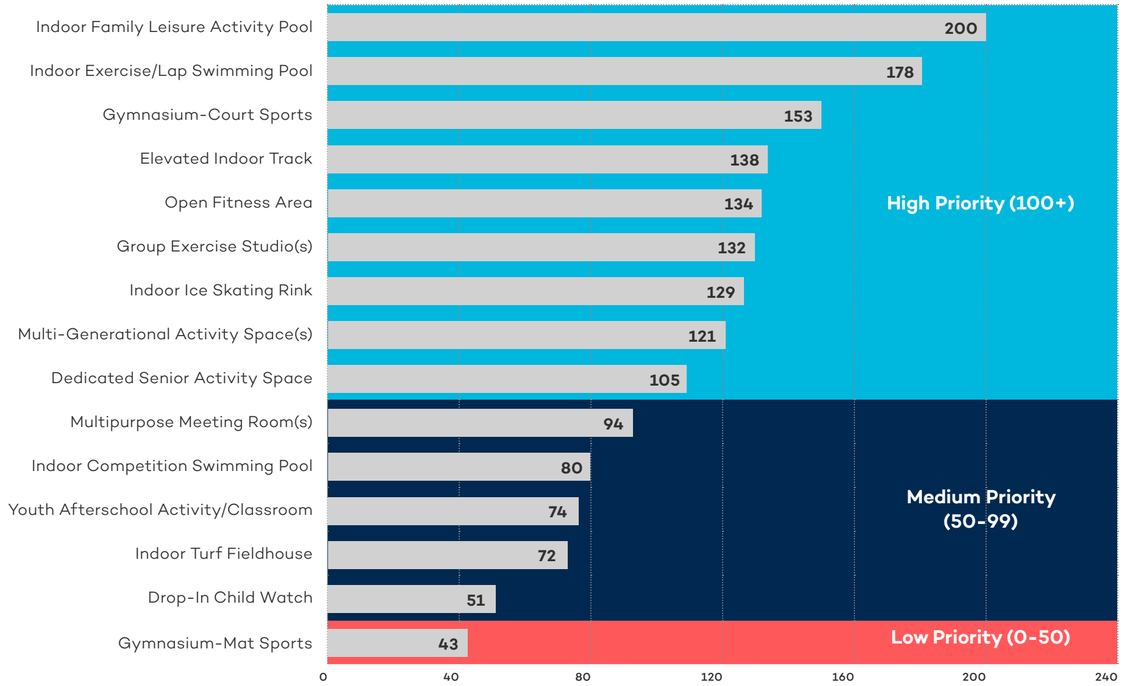
Importance Rating for Recreation Facilities and Amenities

the rating for the item rated as the most important=100
the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important



2022 CITY OF BILLINGS PARKS AND RECREATION SURVEY FINDINGS REPORT

Top Priorities for Investment for Recreation Facilities and Amenities Based on the Priority Investment Rating

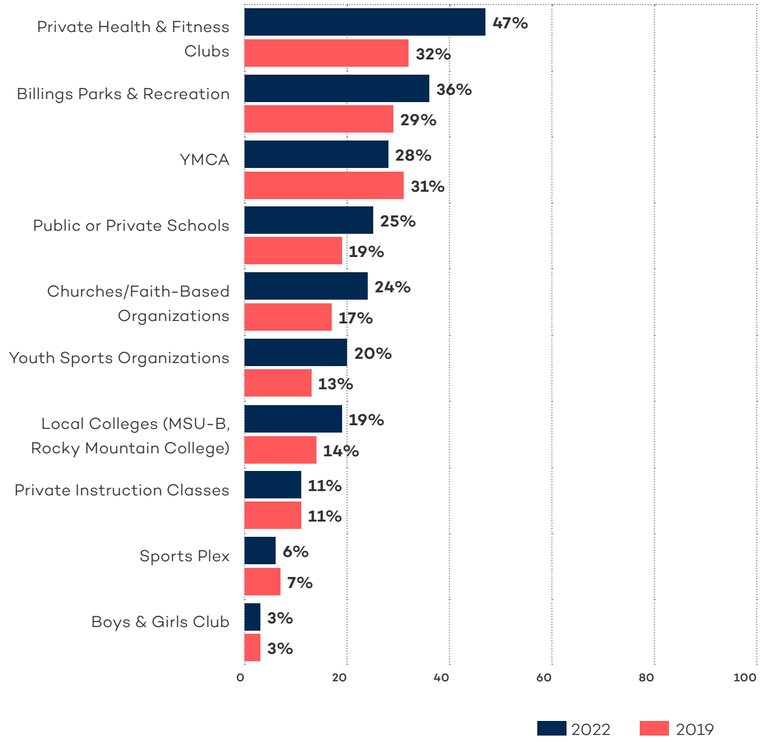


TAKEAWAYS:

Uptick in usage of private health/ fitness clubs is the only statistically significant change which is likely related to changes in usage patterns due to COVID-19.

Q4. Outside Organizations Used for Facilities

by percentage of respondents (multiple selections could be made)

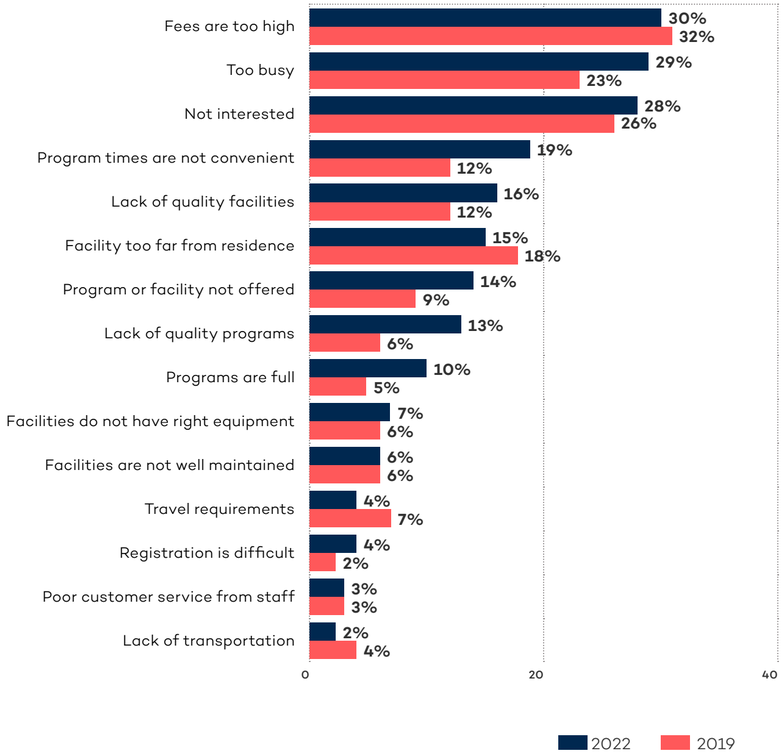


TAKEAWAYS:

No significant changes

Q5. Reasons Households Do Not Use Parks and Recreation Programs, Facilities, and Events More Often

by percentage of respondents (multiple selections could be made)

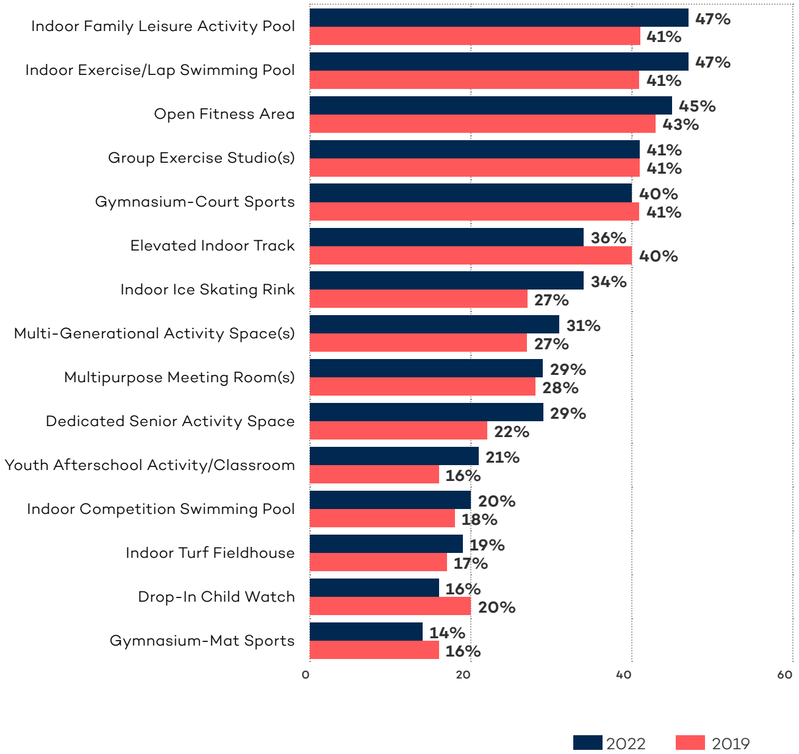


TAKEAWAYS:

No significant changes

Q7a. Percentage of Respondents That Have a Need for Recreation Facilities and Amenities

by percentage of respondents (multiple selections could be made)

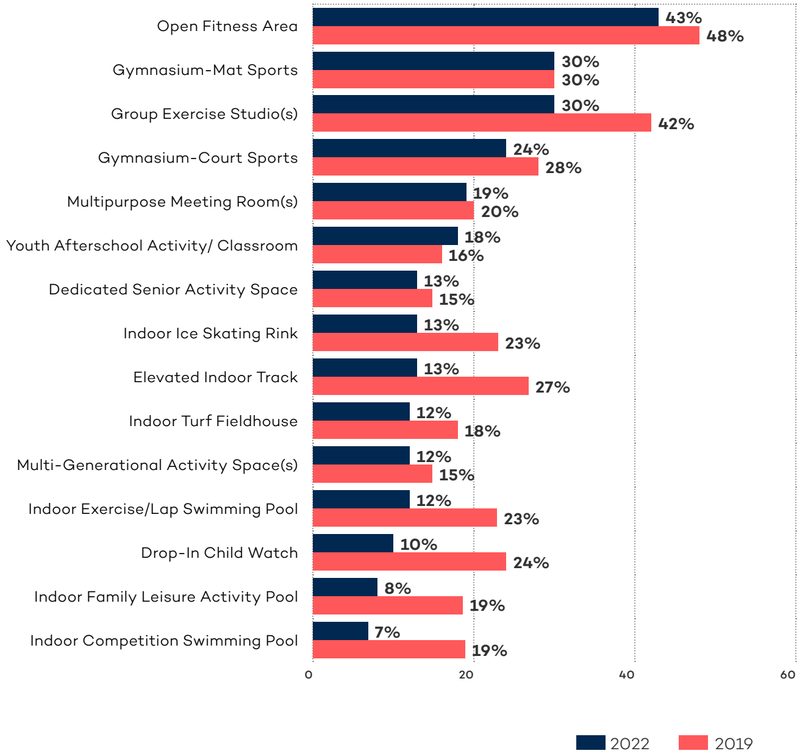


TAKEAWAYS:

No significant changes

Q7b. How Well Households' Need For Recreation Facilities and Amenities Are Being Met - Fully and Mostly Met

by percentage of respondents who indicated their household had a need for the amenity

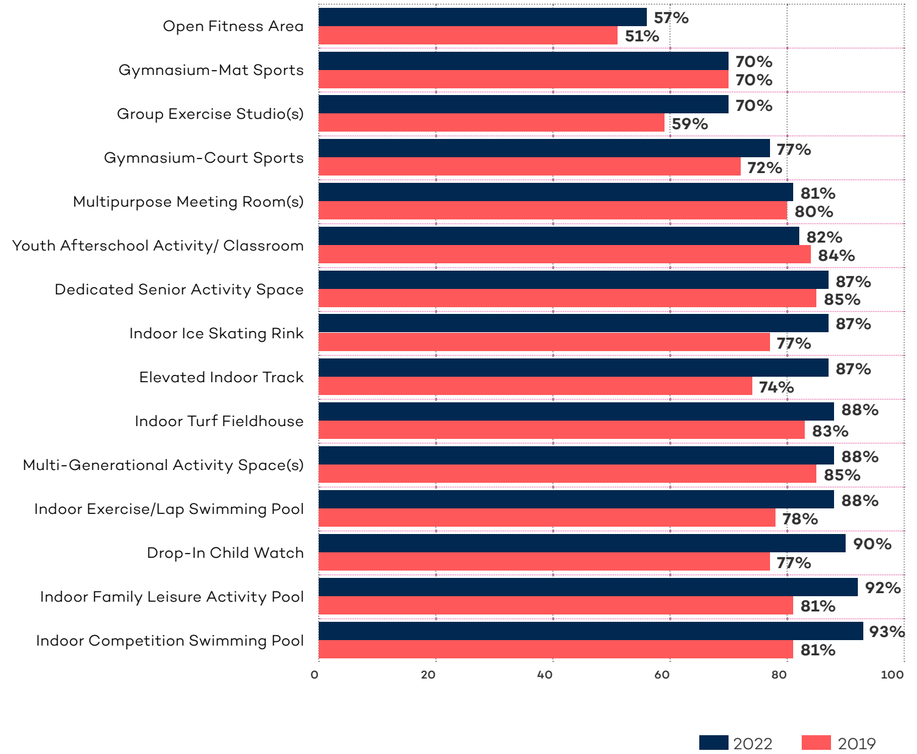


TAKEAWAYS:

No significant changes

Q7c. How Well Households' Need For Recreation Facilities and Amenities Are Being Met - Partly and Not Met

by percentage of respondents who indicated their household had a need for the amenity

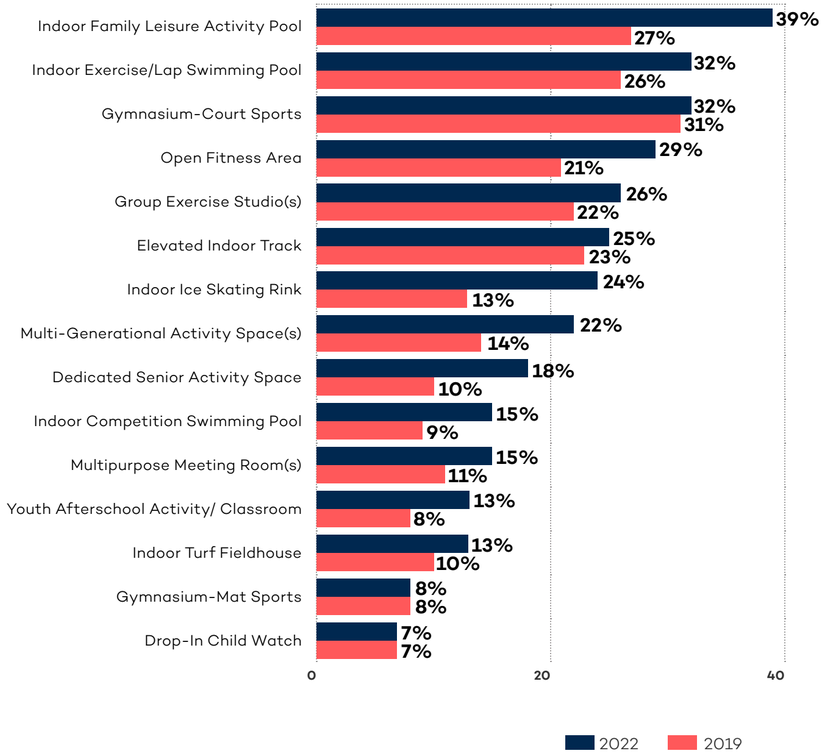


TAKEAWAYS:

Significant uptick in pool and ice

Q8. Importance of Amenity to be Included in Design of New Recreation Center - Sum of Top 4 Choices

by percentage of respondents who selected the item as one of their top four choices

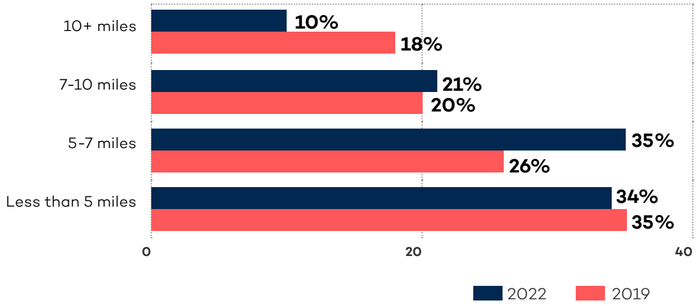


TAKEAWAYS:

Significant change: people appear not as willing to travel as far

Q9. How Far Would You be Willing to Travel to Utilize a Facility with the Amenities Most Important to Your Household?

by percentage of respondents (excluding "not provided")

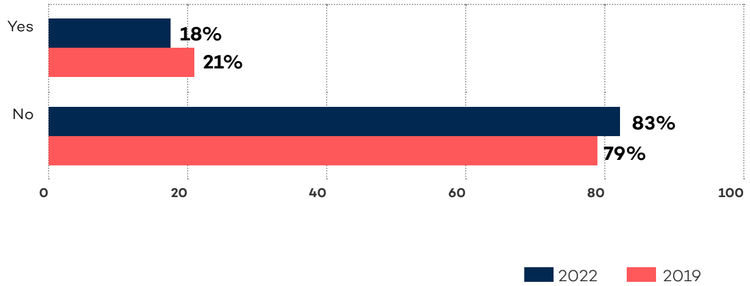


TAKEAWAYS:

No significant change

Q10. Does Anyone in Your Household Currently Participate in an Indoor League Sport?

by percentage of respondents



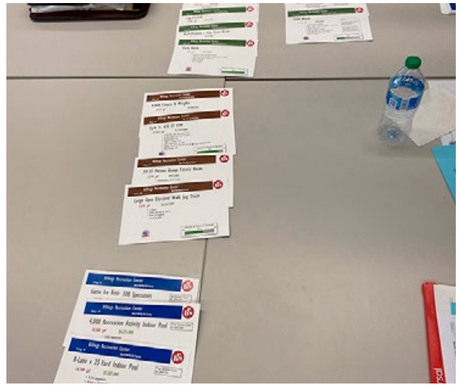
design process.

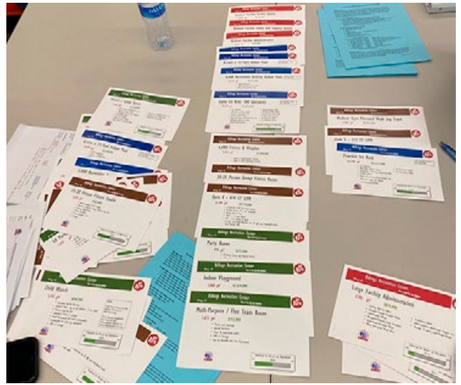
The members of the Core and Executive Committees provided the most guidance in determining which programs would be included in the recreation center. Over the course of five months, the Design Team held monthly design meetings to facilitate the decision-making process. Case studies, city surveys, and data were given to the steering committees so that they would be able to make informed determinations regarding which programs would best meet the needs of the Billings community. A number of exercises and strategies were used to glean information from the committee including:

- goal & vision setting
- case study reviews
- 'card game' (pictured)
- 'blink game' (to define the architectural character)
- group discussions

The Core committee's design recommendations were brought to the Executive committee after every meeting for their final approval. The final recreation center design represented in this document is the culmination of the work of these two committees and is the result of continual group consensus.

card game.





GROUP 1 – BASE PROGRAM

Space Type	Square Footage GSF	Revenue Generation Potential
Lobby & Support Spaces	6,272	Low
Locker Spaces	5,337	Low
Facility Administration	2,050	Low
Child Watch	1,252	Low
Multipurpose / Flex Team Room	1,872	Medium
Party Room	936	High
Gymnasium – 4 Court Basketball / 4 Court Volleyball	31,395	High
6,000 SF Open Fitness – Cardio/Circuit/Weights	7,455	High
30-35 Person Group Fitness Room	2,574	Medium
Aquatic Support	410	Low
8-Lane x 25 YD Competition Pool w/ Spectator Area	14,349	Low
4,000 SF Recreation Activity Indoor Pool	10,500	High
Game Ice Rink – 500 Spectator Area	38,378	High
Total	122,780	

GROUP 1 – FUTURE PHASE

Space Type	Square Footage GSF	Revenue Generation Potential
Indoor Playground	2,808	High
Gymnasium – 2 Court Basketball / 2 Court Volleyball	15,750	High
Medium Gym Elevated Track	7,770	Medium
Practice Ice Rink	32,130	Medium
Total	58,458	

GROUP 2 – FULL PROGRAM

Space Type	Square Footage GSF	Revenue Generation Potential
Lobby & Support Spaces	6,272	Low
Locker Spaces	5,337	Low
Facility Administration	2,050	Low
Cafe / Juice Bar	1,872	Medium
Clip-N-Climb	1,966	High
Multipurpose / Flex Team Room	1,872	Medium
Party Room	936	High
Gymnasium – 4 Court Basketball / 8 Court Volleyball	41,475	High
Large Gym Elevated Track	9,870	Medium
6,000 SF Open Fitness – Cardio/Circuit/Weights	7,455	High
30-35 Person Group Fitness Room	2,574	Medium
Aquatic Support	410	Low
8-Lane x 25 YD Competition Pool w/ Spectator Area	14,349	Low
4,000 SF Recreation Activity Indoor Pool	10,500	High
Game Ice Rink – 500 Spectator Area	38,378	High
Total	145,316	

*differences between group programs shown in red, green & blue

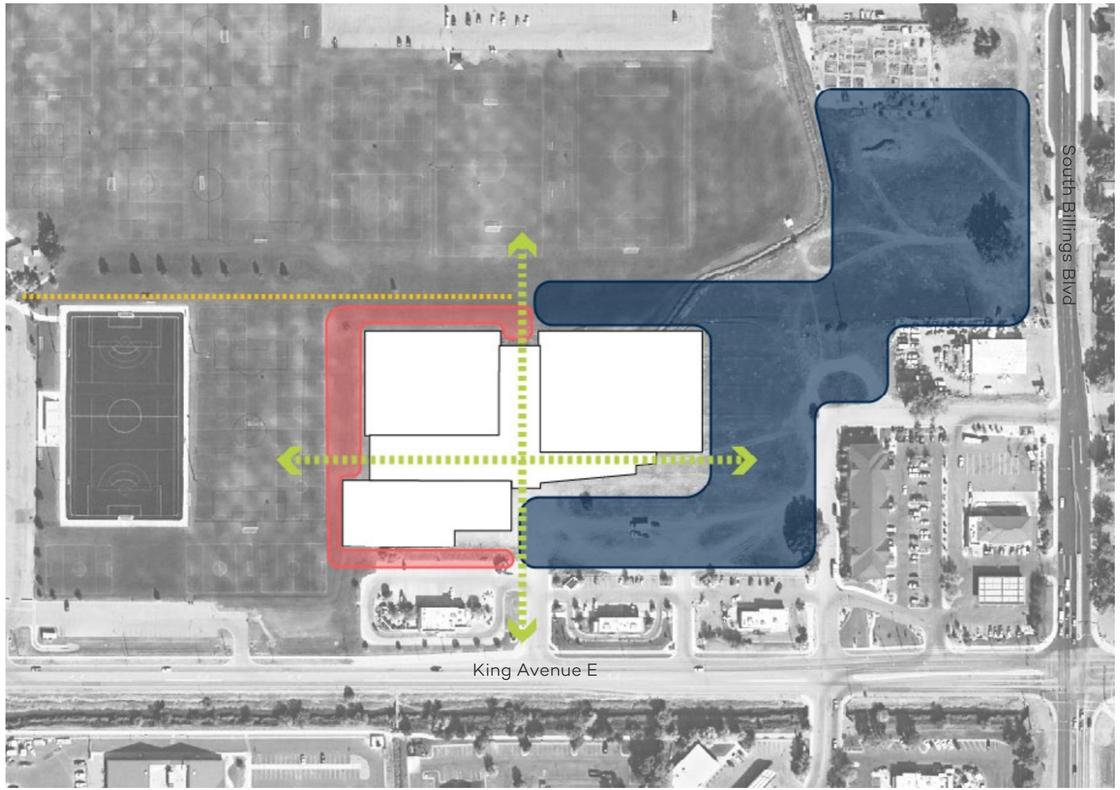
CONCLUSIONS:

- general alignment between two groups
- similar to 2019 option A.1

site strategy.

The site design evolved from the primary concepts established within the 2019 Master Plan site plan. Efficiencies and opportunities were found by consolidating parking to the east, allowing the building's west side to interface and open to Amend Park. A direct path from the Recreation Center is formally established with a walking path connecting the plaza to the Amend Park Pavilion. The fire lane is transformed into a walkable plaza for both Recreation Center users and soccer players and viewers.

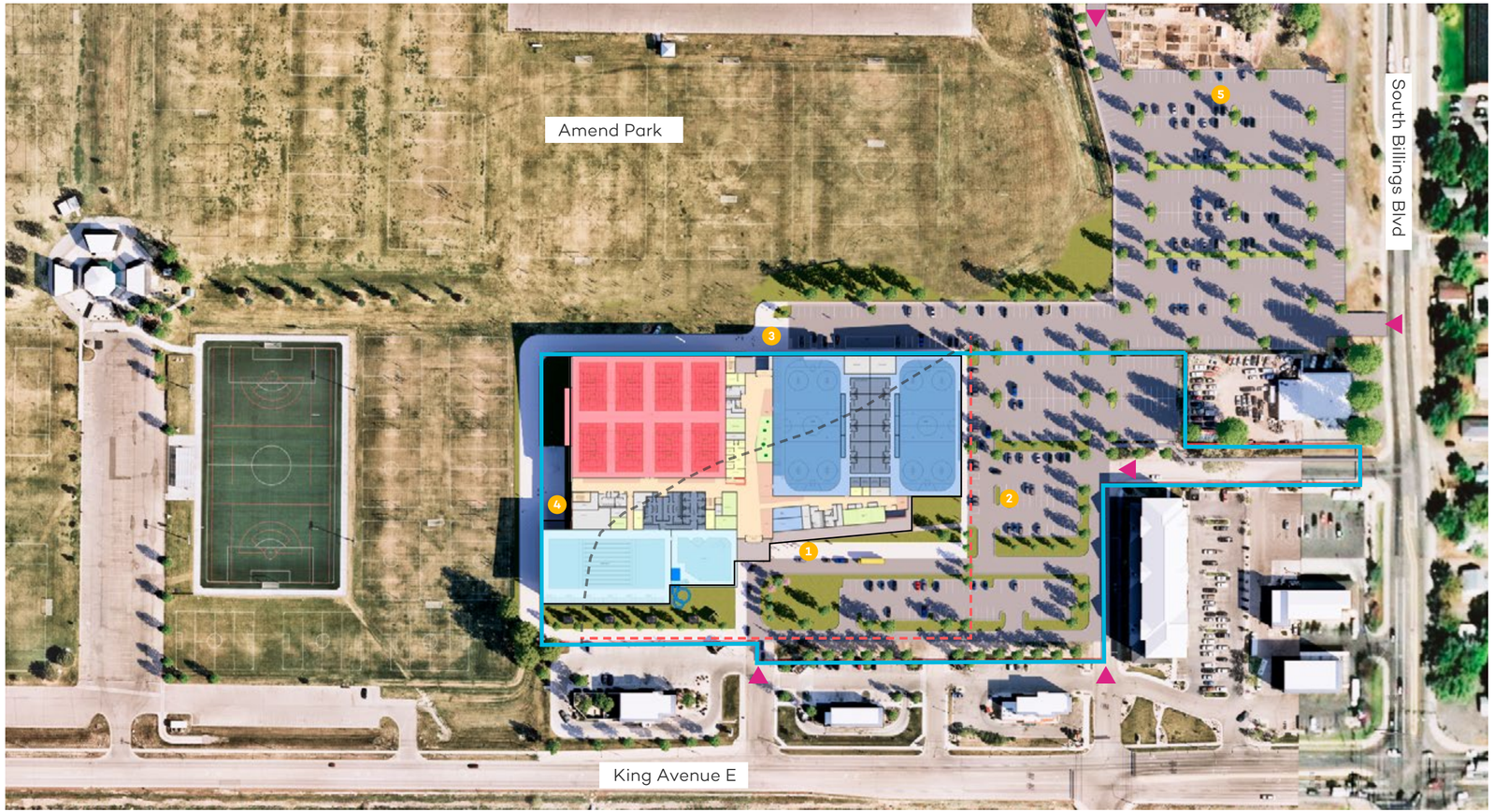
- 700+ Parking Spaces
- Fire Lane Plaza & Interface to Amend Park
- Primary Core Internal/Exterior Site Axis
- Path to Amend Park Pavilion



site plan.

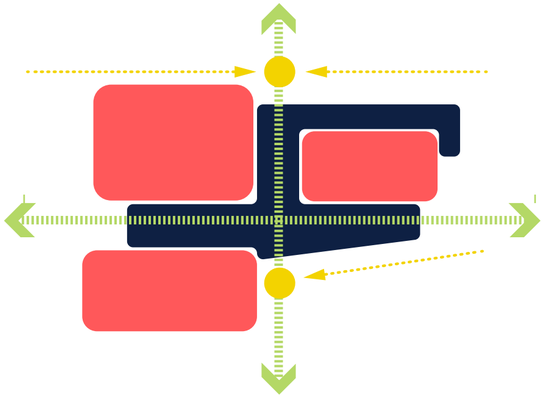
- Property Line
- Approx. Location of Relocated Ditch
- Approx. Location of Existing Ditch
- Site Access

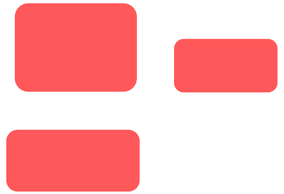
1. Drop-Off
2. 700+ Parking Spaces
3. North Plaza/Concessions
4. Service Yard/Delivery
5. Bus/Overflow Parking



building design.

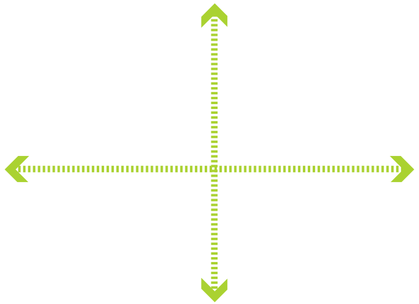
The final building program was informed directly by the results of the 2022 survey and subsequently molded by the Core and Executive Committees, with feedback and guidance from City Council. The Design Team took the programmatic direction and applied an architectural diagram to help inform the organization of space and hierarchical scale of recreational areas, both interior and exterior. As the design progresses through schematic design, the narrative and story of these spaces will evolve to represent the voices of the community and the nature of the project. As architectural characteristics are employed in future iterations, the design must respond to the historic, architectural, and social context on the site. The building is a part of the community and must help tell the story of Billings.





COMPETITION SPACES

- **scale:** large
- **activity**: large groups of people coming together to perform, celebrate, compete
- **quality:** state-of-the-art, excitement, loud, energetic



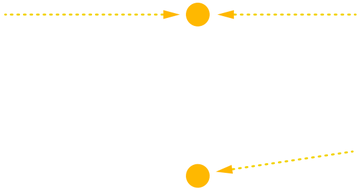
CONNECTION SPACES

- **scale:** large
- **activity**: gathering people along connective fabric between rec center and greater Amend Park and neighborhood
- **quality:** expansive plazas, vegetative, welcoming, equitable



COMMUNITY SPACES

- **scale:** medium
- **activity:** connecting people through the informality of smaller, more intimate 'in-between' spaces
- **quality:** informal, social, bright, lively



ENTRY SPACES

- **scale:** small
- **activity**: directed movement along paths, brought down in scale, that invite and excite the user with installations and storytelling
- **quality:** sense of celebration, protective, movement

program.

lower level

SPACE TYPE	GROSS SF
Lobby & Seating Areas	4,790 sf
Locker Spaces	5,420 sf
Facility Administration	1,750 sf
Concession	790 sf
Child Watch	1,010 sf
Clip-N-Climb	1,720 sf
Multipurpose / Flex Team Room	1,650 sf
Party Room	710 sf
Gymnasium 4 HS Basketball / 8 MS	45,430 sf
Aquatic Support	3,000 sf
Competition Pool 8-Lane x 50M	23,990 sf
Leisure Pool	7,780 sf
Game Ice Rink – 300 Spectator Area	34,860 sf
Practice Ice Rink	32,130 sf
Support & Restrooms	6,320 sf

total gross area: 209,190 sf*

* *includes an estimated 17,220 sf of circulation space*

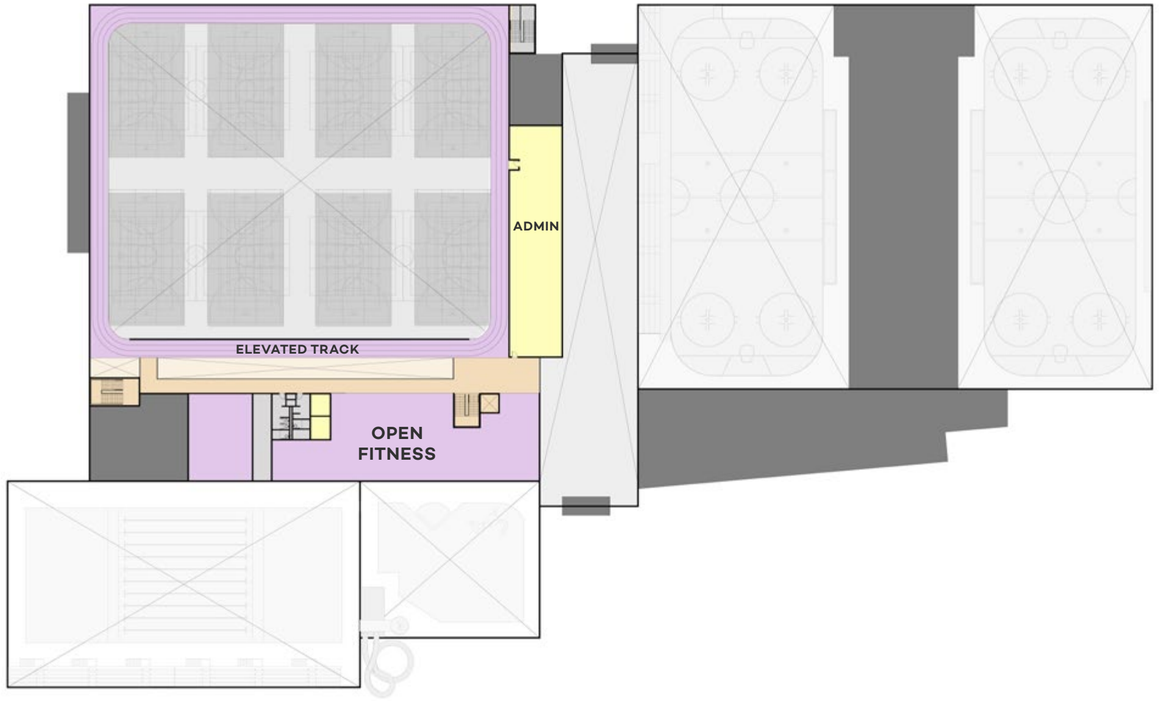


LOWER LEVEL FLOOR PLAN

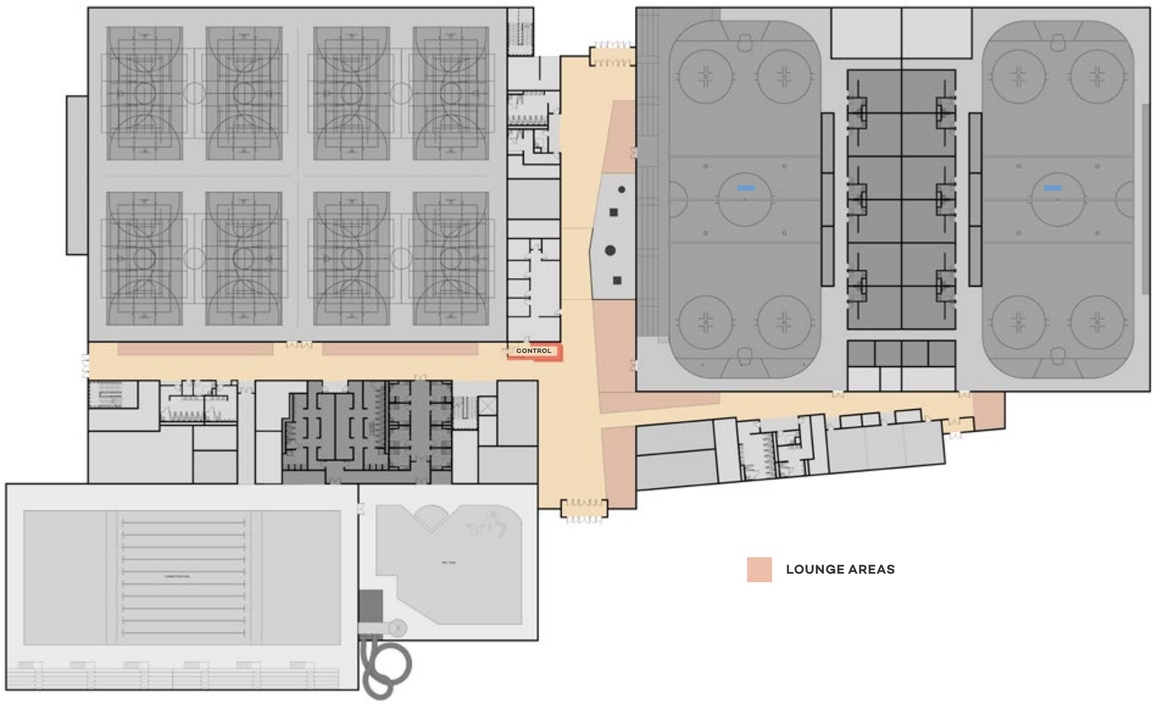
program.

upper level

SPACE TYPE	GROSS SF
Large Gym Elevated Track	8,220 sf
Open Fitness 6,000 sf Cardio/Circuit/Weights	6,460 sf
Group Fitness Room 30-35 Person	2,120 sf
Administration Offices	3,820 sf



UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN

Lobby & Seating Areas
4,790 sf

FEATURES

- Central control desk location has good visibility & monitoring throughout the lobby space
- Public can access the facility from the south (primary), north (secondary), and east (tertiary)
- Ice rink, party room, & multi-use room spaces are program driven and located before the control desk

ADJACENCIES

- Ice rink
- Aquatics programs
- Gymnasium
- Entry vestibules
- Aministration offices

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

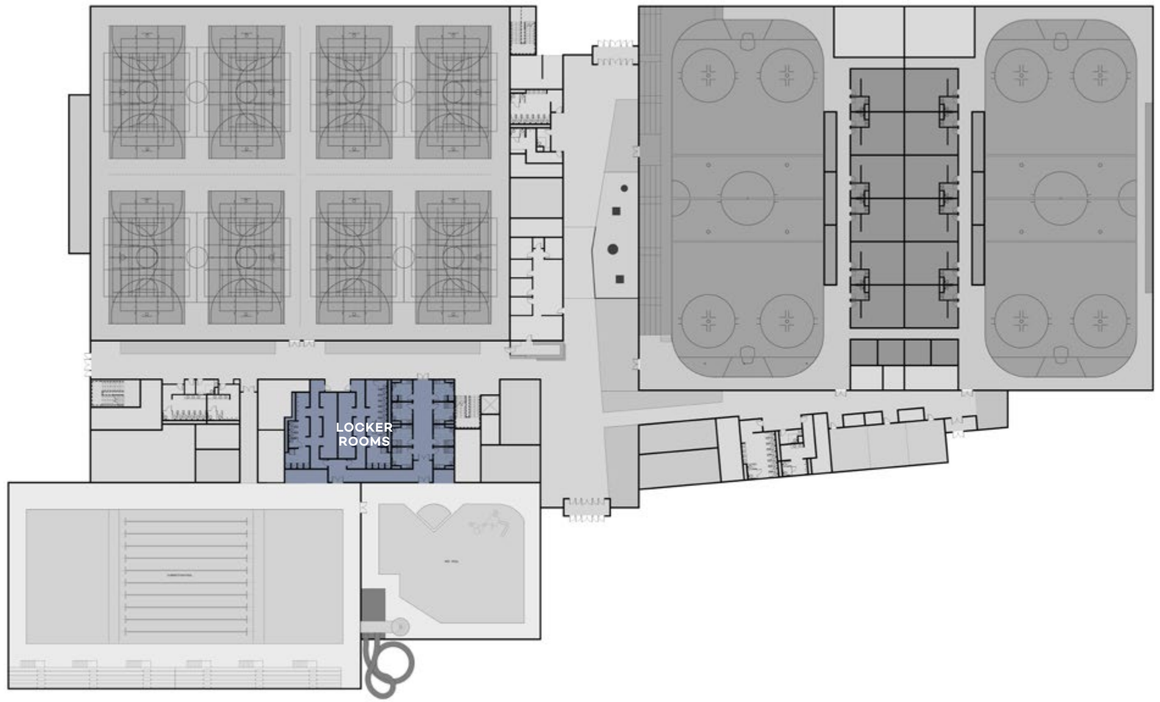


STRUCTURE & ARCHITECTURAL QUALITY

- Steel structure
- Open to central atriums
- Natural daylight from lobby







LOWER LEVEL FLOOR PLAN

RECREATION LOCKERS
5,420 sf

FEATURES

- All locker rooms connect to both the competition pool and the leisure pool areas through a wet hallway to allow for pool areas to be individually closed off for events
- Eight (8) inclusive change cabanas provided to improve access for all users
- Variety of locker sizes to be provided to meet storage needs
- Good lighting and bright colors will be used to create a welcoming appearance

ADJACENCIES

- Leisure pool
- Aquatics locker rooms
- Recreation hall to support gymnasium and fitness center above

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

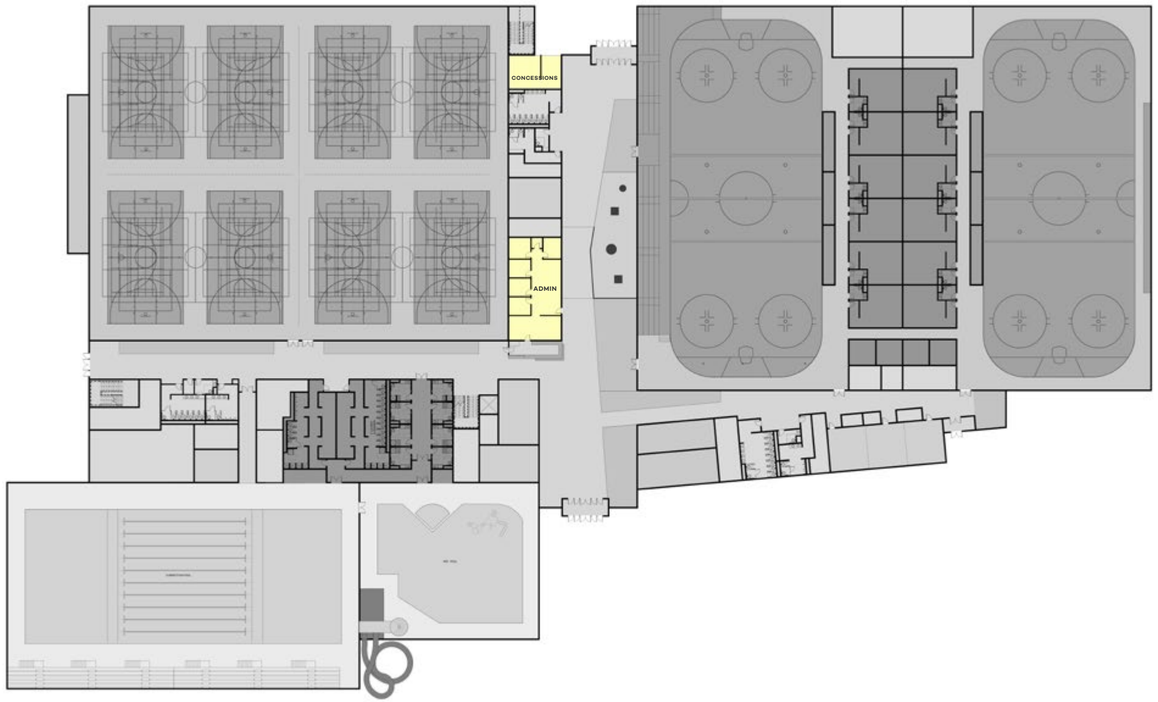


STRUCTURE & ARCHITECTURAL QUALITY

- durable, lasting surfaces
- moisture-resistant materials







LOWER LEVEL FLOOR PLAN

LOWER LEVEL ADMIN & CONCESSIONS 2,470 sf

FEATURES

- Open or enclosed office spaces
- Open to lobby atrium for access to natural daylight
- Supports the primary program spaces of the center
- Concession located to serve the indoor center and outdoor park to the north

ADJACENCIES

- Near reception, open lobby and social spaces
- Opposite clip-n-climb and lounge areas

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

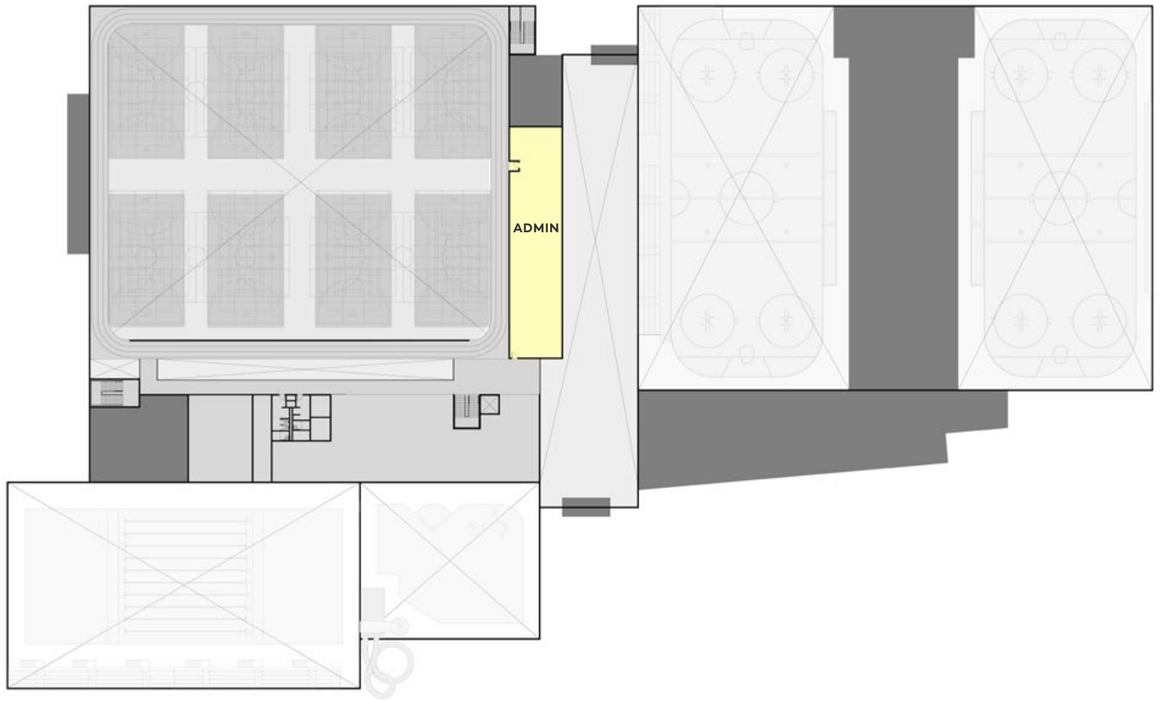


STRUCTURE & ARCHITECTURAL QUALITY

- Steel frame
- Indirect light from skylights or light tubes







UPPER LEVEL FLOOR PLAN

UPPER LEVEL ADMIN
3,820 sf

FEATURES

- Open or enclosed office spaces
- Two offices for fitness-related programs
- Open to lobby atrium below for access to natural daylight
- Visual access to open fitness area and fitness classroom
- Space provided for Billings Parks and Recreation Department

ADJACENCIES

- Open fitness
- Visual connection to lobby

SPATIAL QUALITIES

daylight



acoustics



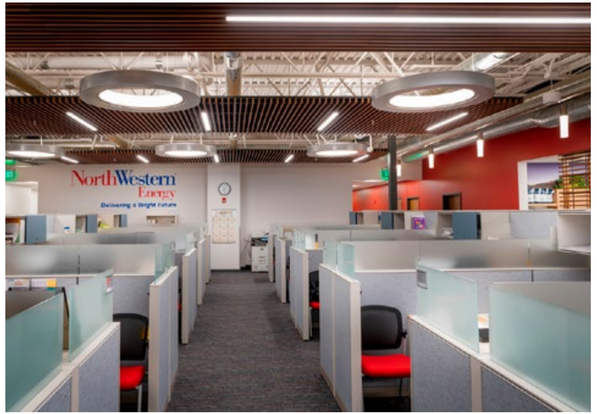
thermal/energy needs



STRUCTURE & ARCHITECTURAL QUALITY

- steel frame
- indirect light from skylights or light tubes







LOWER LEVEL FLOOR PLAN

MULTIPURPOSE & SOCIAL AREAS 5,090 sf

FEATURES

- Lounges of different sizes and types can be found throughout the center
- Clip-N-Climb highlight feature at the center of the lobby
- Access to Child Watch with windows for good visibility
- Windows into main highlight spaces
- Open balcony to fitness above

ADJACENCIES

- Ice rink
- Aquatics programs
- Gymnasium
- Entry vestibules
- Aministration

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

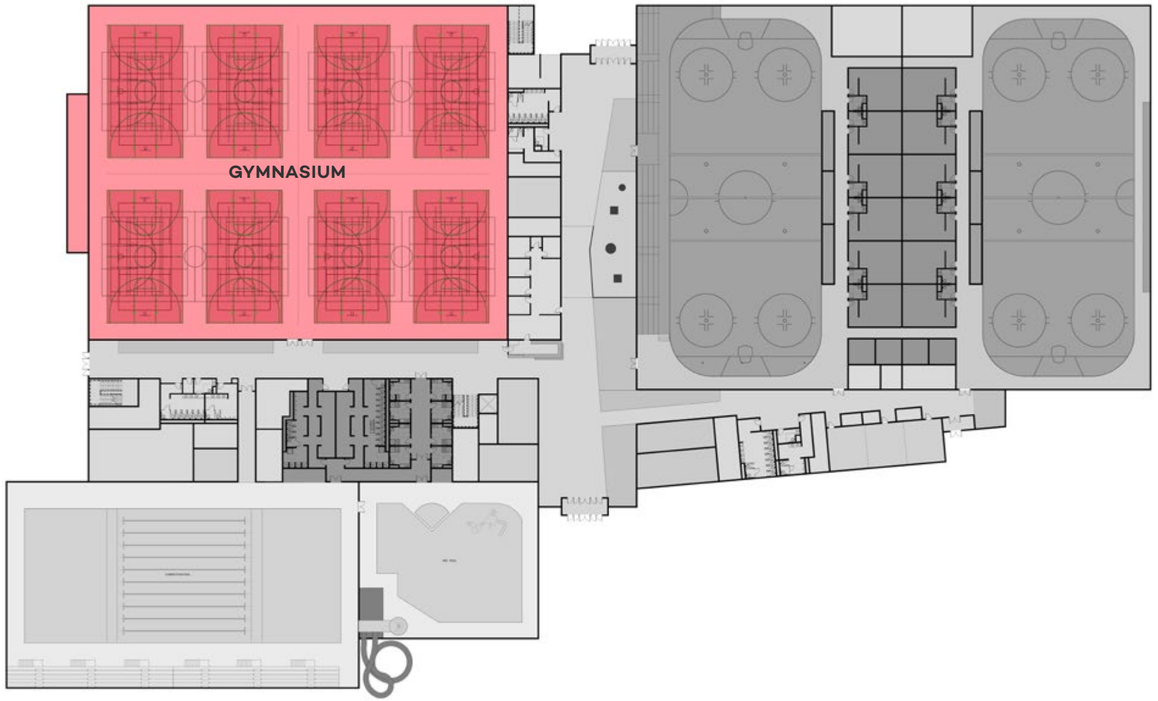


STRUCTURE & ARCHITECTURAL QUALITY

- Recessed spaces with materials that provide acoustic attenuation
- Large exposed steel truss structure
- Bright colors
- Variety of tactile surfaces







LOWER LEVEL FLOOR PLAN

GYMNASIUM
46,800 sf

FEATURES

- Multiple game types and activities with drop-down divider curtains
- Setup for eight (8) primary middle school size basketball / volleyball courts with appropriate clearances
- Sized for youth tournaments
- Windows from recreation hall for visual connectivity
- Walk/jog track above

ADJACENCIES

- Reception desk
- Amend Park
- Lockers
- Gathering spaces

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

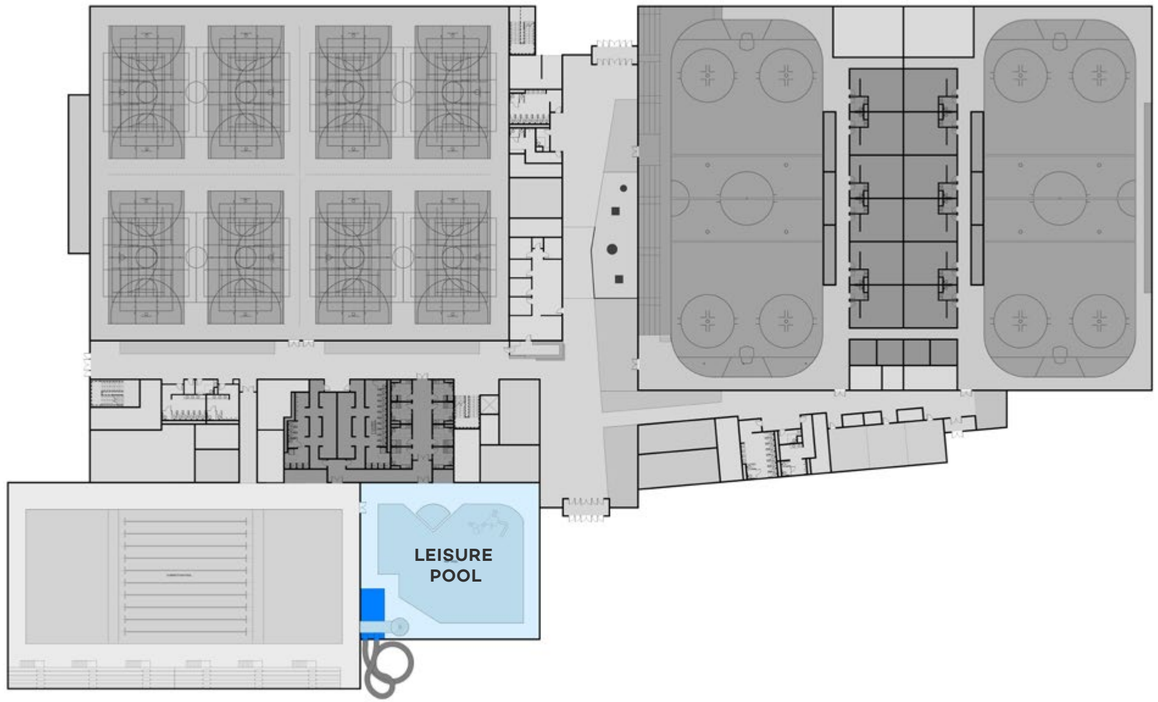


STRUCTURE & ARCHITECTURAL QUALITY

- Precast, truss with center columns
- 190' x 235'
- North diffused & indirect light
- Open expanses of glass to Amend Park







LOWER LEVEL FLOOR PLAN

LEISURE POOL
7,780 sf

FEATURES

- 4,000 sf of water area for activities, play, features, and social gathering
- Water slide with runout area to maximize the size of the leisure pool and deck area
- Primary access from the recreation locker area
- Access from the party room for events
- Separated from the competition pool to maintain temperature and humidity control
- Visible from the upper level open fitness area
- Visible from main entrance plaza at the front of the building

ADJACENCIES

- Party room
- Recreation locker rooms
- Competition pool

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

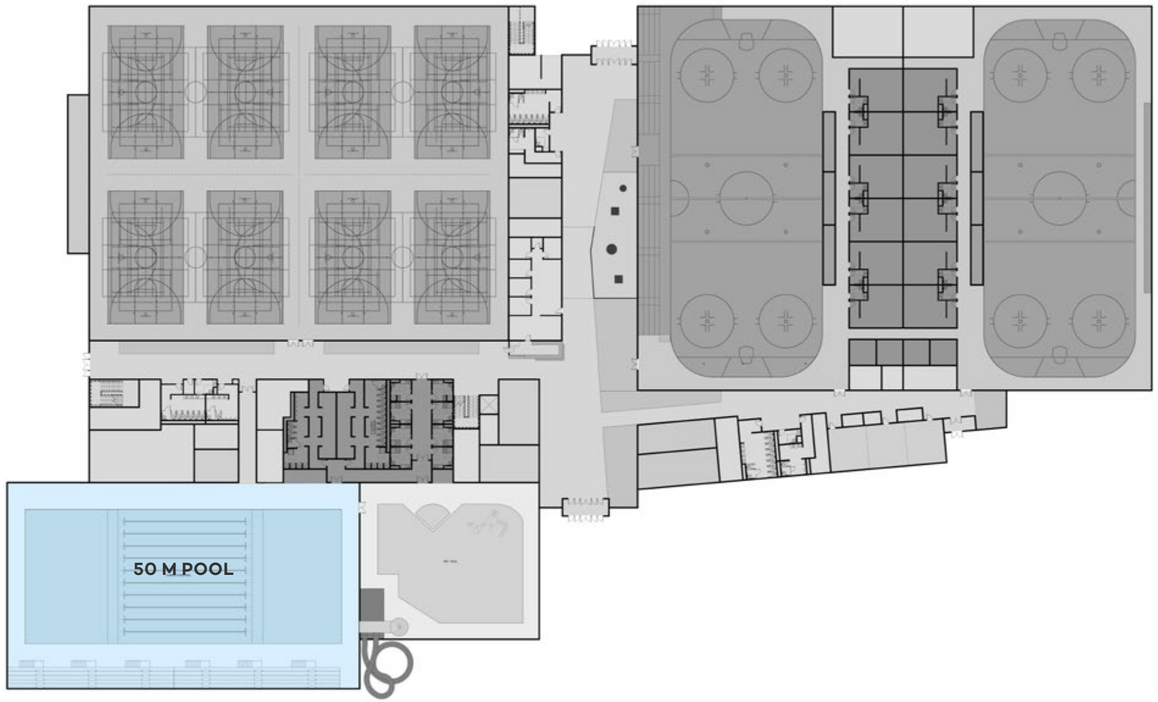


STRUCTURE & ARCHITECTURAL QUALITY

- Precast panels, truss
- Large south-facing windows open to entry plaza and King Avenue
- Visual connectivity between interior and exterior
- Bright, fun, and expressive colors and elements







LOWER LEVEL FLOOR PLAN

COMPETITION POOL
45,500 sf

FEATURES

- Stretch 50M pool with 2 bulkheads
- Elevated spectator seating with access from the pool deck
- Pool storage located below the spectator seating
- Pool deck sized for access and circulation for athletes, coaches, officials, and spectators
- Primary access from the recreation locker area
- Separated from the recreation leisure pool to maintain temperature and humidity control
- Visible from the upper level group fitness studio

ADJACENCIES

- Leisure pool
- Recreation locker rooms
- Aquatics support
- Aquatics office
- Meet management room / wet classroom

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

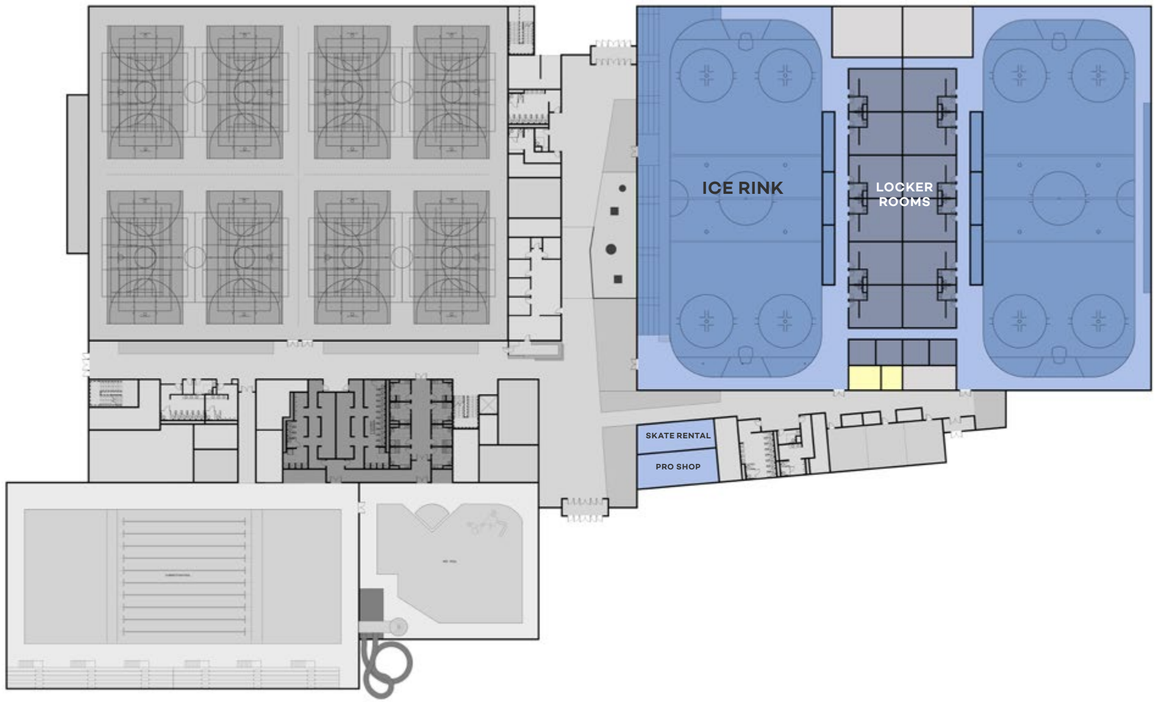


STRUCTURE & ARCHITECTURAL QUALITY

- Precast panels, truss
- South-facing translucent panels to allow diffused light into the space without solar heat gain







LOWER LEVEL FLOOR PLAN

ICE RINKS
66,990 sf

FEATURES

- Elevated spectator seating opposite of the player benches
- Team rooms with direct access to the rink for ease of flow/reduced circulation
- Skate rental/pro-shop near the front door of the center
- Lounges with access and views into the space from the main lobby

ADJACENCIES

- Reception desk
- Ice admin offices
- Lounge
- Gathering spaces

SPATIAL QUALITIES

daylight



acoustics



thermal/energy needs

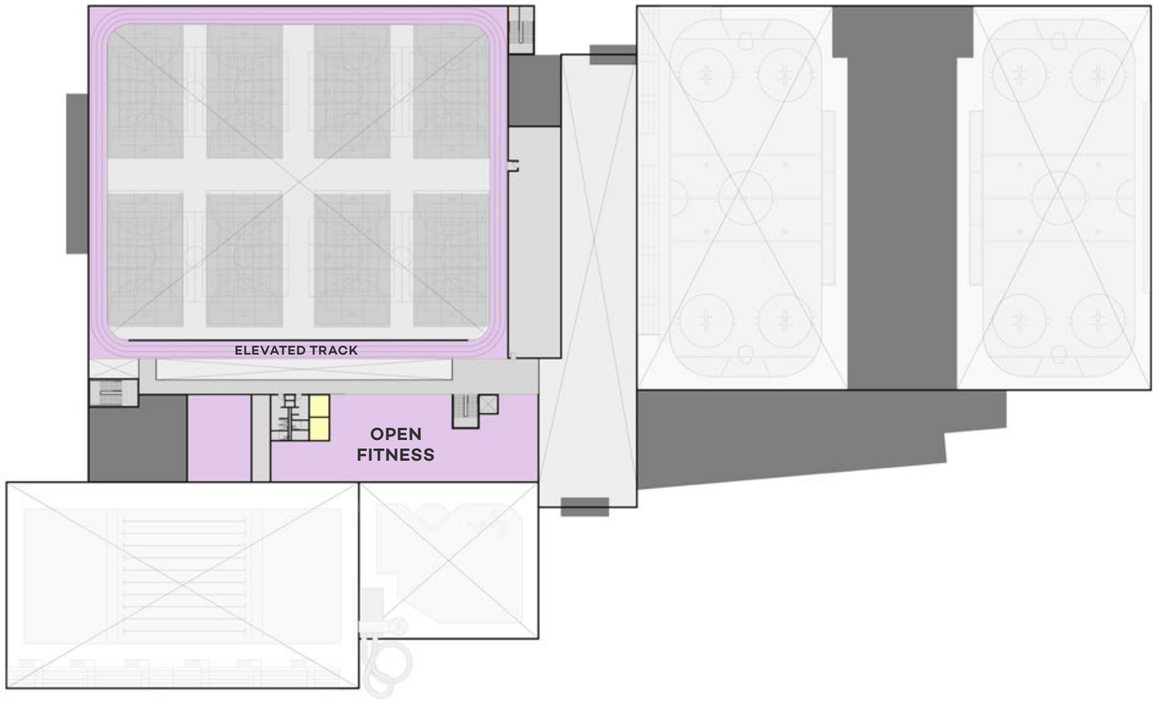


STRUCTURE & ARCHITECTURAL QUALITY

- Precast panels, trusses
- Indirect north light through Kalwall clerestory
- No windows







UPPER LEVEL FLOOR PLAN

OPEN FITNESS
16,800 sf

FEATURES

- Fitness spaces with visual and open connectivity to the lobby and gymnasium
- Windows that overlook the aquatic spaces for visual connectivity
- Less than seven (7) laps to a mile walk/jog track around the gymnasium
- Staff monitoring from a fitness desk at the top of the primary stair and elevator
- Potential to lock down the fitness areas while the rest of the center on the main level remains open

ADJACENCIES

- Fitness program offices
- Upper level admin

SPATIAL QUALITIES

daylight



acoustics



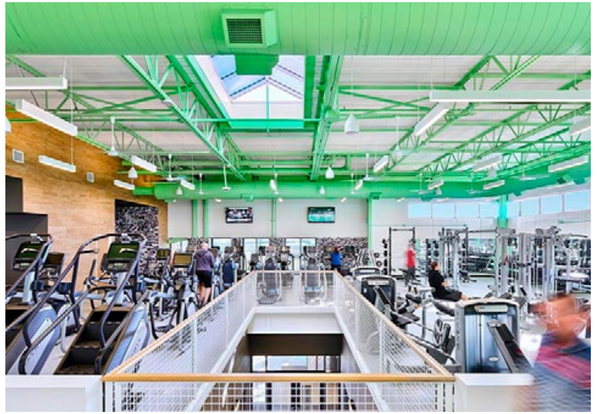
thermal/energy needs



STRUCTURE & ARCHITECTURAL QUALITY

- Hanging track and steel structure
- Indirect north light through clerestory, sky lights, or solar tubes





SOUTH ENTRANCE



EAST APPROACH



NORTH ENTRANCE



WEST SOCCER FIELDS



construction costs.

For each iteration of the program, design consultants updated the building costs to provide estimated numbers for the Core and Executive committees to make decisions. The final program was a fine balancing of community needs, construction costs, and cost recovery. The construction cost estimate is based on cost per square foot estimates for the anticipated construction of the project and does not take into account the extent of unknown future cost escalations.

OVERALL COST:

$93,880,000 - Total Construction Costs

$89,400,000 – Building & Site Construction Costs

$4,480,000 – Additional Market Volatility Contingency

$18,777,000 - Soft Costs

Includes Professional Services, Agency Fees, Testing & Inspections, FF&E, Owner's Contingency

$112,657,000 - Total Project Cost

operations & cost recovery.

Ballard King & Associates specialize in recreation center operations and management and were the operations consultants for the 2019 Master Plan. They repeated their pro forma analysis for this concept design phase. Their full report can be viewed in the appendix of this document.

Additionally, there are some operational efficiencies that could be gained if the City of Billings is selected to provide management of the proposed facility. Estimated saving through City management will reduce the operating expenses about 10%-12% and ultimately reduce the amount of subsidy required to balance the operation budget.

COST RECOVERY:

$3,418,720 - $3,786,324 - expenses

$2,405,741 - $2,913,620 - revenue

($872,704) - ($1,002,997) - difference

WORST CASE: 70%

BASE CASE: 73%

BEST CASE: 77%

appendix.

MEETING MINUTES

02/08/22 Core Committee Meeting 1

03/09/22 Core Committee Meeting 2

03/31/22 Core Committee Meeting 3

05/10/22 Core Committee Meeting 4

05/10/22 Community Meeting 1

06/15/22 Core Committee Meeting 5

2022 SURVEY

2022 City of Billings, Montana, *Community Recreation Center Development Survey, Findings Report, ETC Institute*

Billings Trends, 2022, *Selected Questions, ETC Institute*

PRO FORMA

Operational Analysis, 2023, *Ballard King & Associates*

Meeting Minutes

A&E will rely on these notes as the approved record of matters discussed and conclusions reached unless written notice is received by A&E within 10 calendar days of the issue date of these notes.

Project Name:	South Billings Recreation Center	**Project Number:**	21146
Meeting Location:	Billings Public Library	**Date:**	02/08/2022
Meeting Subject:	Core and Executive Team Kick-off	**Prepared By:**	Nicole Andersson
Attending:			

- **Introductions**
  - Executive Team:
    - Dick Zier
    - Wyeth Friday
    - Michael Whitaker
    - Kory Thomson
    - Mark Jarvis
  - Core Team
    - Jim Tevlin
    - Andrew Houlihan
    - Chuck Platt
    - Chris Martin
    - Brad Knutson
    - Jennifer Brown
    - Paul Reinhardt
    - Mike Pigg
    - Thelma Armstrong
    - Shaun Seedhouse
    - Sean Marshall
    - Ron Spence
    - Kevin Nelson
    - Dianne Lehm
  - Design Team:
    - Dusty Eaton, A&E Design
    - Nicole Andersson, A&E Design
    - Kevin Armstrong, BRS Architecture
    - Jeff King, Ballard King
  - Also, in attendance
    - Bill Cole
    - Chris Kukulski

Notes

- Intros – Around the room

- Dusty – Gave an overview of the core team and executive team make up (see attached presentation PDF for further details)
- Project Overview
  - Dusty – The goal is to build on the master plan and launch into the concept design phase. During the master plan effort in 2019 we heard the need for the project and we need to build upon it with this phase. The overall goal of this phase is the following:
    - Convey the vision of the building
    - Creation of Visuals, Site Plan, Floor Plan, Program, Budget in alignment with the consensus of this group for the project
- Schedule
  - Dusty – Gave an overview of the schedule for the project (see attached schedule for further details)
- Process & How We Work
  - We want to conduct a successful process. For this phase success will be the creation of a center that is a genuine reflection of Billings and represents the residents and community.
  - This group will be ambassadors for the project to help champion the project and test ideas. The group will be asked to help make decisions and build consensus regarding the make-up of the facility.
  - The design team is here to help facilitate the process and pull out the vision from this group and the community to cast the vision of the center that is reflective of the outcomes developed during this phase.
  - Design philosophy is "Listen, Collaborate, Apply"

- **2019 Master Plan Review**
  - What the master plan accomplished
    - Lasted ~ 1 year / Hard work was over 8 months
    - Adopted by council last year as a master plan to build from for the project going forward
    - The goal is to not redo work from the previous study and to advance the effort already in place
    - Previous Efforts
      - Dusty gave an overview of the timeline of the previous study
    - Defining Guidelines – Overview provided for vision goals from the last study (see attached presentation for further details)
  - Market Research
    - Primary service area was a 45-minute drive time to the area and was not limited to the City of Billings. There was not a secondary service area that was evaluated.
    - A statistically valid survey was conducted as part of the master plan.

        - It provided evidence that residents strongly agree for the need for a recreation center (see attached presentation for further details and survey results)
    - Site selection: Amend Park & Convention Center
        - Two sites were evaluated as part of the master plan process.
            - The site adjacent to Amend Park was identified as the preferred site for the project. This was due to its size to accommodate the proposed program, access to the vehicular circulation in the area, and adjacency to the park for a synergy of uses.
    - Option A & B – An overview of the proposed program options developed in the master plan were reviewed. In each option the potential phasing of the project was shown as well as details regarding cost, cost recovery potential, and size.
        - Each option was shown using a plug and play concept with many of the primary program areas. This was built in this manner to allow for program flexibility.
            - Option A met many of the needs of the community with a facility that was sized to adhere to a lower project budget compared to Option B.
            - Option B is a larger size facility with spaces that could offer programming beyond what was shown in Option A if a larger budget could be available.
        - In general cost recovery for larger facilities is higher (see attached presentation for further details and ranges for cost recovery of each option)
    - The 2019 Master Plan can be found on the Parks and Rec website
- **Case Studies**
    - Case Study #1: St. Peters Rec Plex
        - Jeff King was the rec director for the facility, operating it for 7 years
        - Included: 50-meter pool, Leisure Pool, Ice Rink, Large Gymnasium, Fitness Center & Track, Childcare, Food Court
        - A balance was found with net positive operating costs, $5.5 million (25 years ago)
        - It was successful because it was serving a 50,000 population and was dependent on the location. It was in the St. Louis market and drew from the neighboring community to help support its use.
        - Having aquatics next to a leisure pool creates a dynamic environment
    - Case Study #2: The Bridge, Bridgeport Indoor Sports & Recreation Complex
        - 156,000 SF, $44 million Construction Cost (Approx. $52-54 million Total Project Budget)
        - Economical and durable structure – precast concrete walls
        - Program included: Natatorium – 500 seats, competition and shallow community pool for learn to swim, 6 court gymnasium, 17,500 fitness center (see slides for breakdown of spaces), 40,000 SF Indoor Turf facility
        - The project met its first year met membership goals within the first month of operations, largely in part to the outreach to the community, like the Billings community, with a large regional population to draw from

        - Entrepreneurial in approach with how they run their programs, and a strong media brand and marketing of programs
        - They now wish they had built their fitness space larger
        - There are other amenity-type program – clip n' climb, a climbing space for younger kids
            - It's great for birthday parties
            - Part of a well rounded programming approach for the center and acts as a driver of use beyond sports and leagues
            - During events, smaller kids can use when there for long competitions
    - Case Study #3: How rec centers impact private fitness center – Kevin Armstrong
        - Dr. Joseph Walker, University of North Texas, did study about how recreation center affect local private fitness providers
        - 9 different communities surveyed
        - Results:
            - Recreation centers create awareness of overall fitness activity and stimulate engagement in other fitness programs
            - Recreation center becomes an incubator (Ex. People discover a yoga class and then expand their yoga experience beyond the recreation center at other private yoga studios)
        - Richardson, Texas example of a public facility and a private facility working in the same general area.
            - Private LA Fitness opened in 2009 next to the Huffines Recreation Center that opened in 2008, and is still open today; the businesses build on one another
            - Private fitness environments less welcoming to younger and older populations
        - Jeff King said he saw the same thing at the Rec-Plex, where a YMCA was only 1.5 miles away
            - Today, there are 5 private health clubs nearby, which proves that the rec center becomes a feeder program to the private sector
        - Mayor Cobb, Hobbs, New Mexico – Quote about how fitness becomes a benefit for all, both public and private, with enhanced awareness (see attached PDF)
- **Market Analysis Review** (see attached PDF for graphs)
    - Jeff King presented service areas as follows:
        - Primary Service Area: City of Billings
        - Secondary Service Area: 45-minute drive to the City
    - Medium age in Billings - older than national but lower than overall state of Montana
        - Significant number of households in the area are made up of families
        - Average household income is less than national average but higher than the state of Montana
            - But if you look at the household expenses, they are appropriate and are equally proportionally lower than the national average (about 11%).
            - This means that there is available income to spend on recreation and activities.

        - Income distribution
            - These are indicators of how many people will not be able to pay for participation in the rec center so it's important to think about scholarships and aid
        - Household Budget Expenditures for survey area is higher than state but lower than National average
        - Age Group distribution
            - 25-44 age group same as national average
        - Estimate Age Group estimates growth for the primary service area, which is expected to grow, especially in the 24-44 age group which is important because that's the age when people are having families
            - This also shows that there is a growing senior population
        - Activity Participation – exercise/ walking is the number one activity (42,500 people projected for 2026 in the Billings market)
        - Activity Rating
            - Speaks to the importance of having a fitness component, weightlifting, yoga
            - Hockey and Ice skating did not come in the top 50 sports
        - Activities Trending Upward
            - Kayaking, Gymnastics, Aerobic Exercising, Yoga, Weightlifting
        - Activities Trending Downward
            - If you look at 2020, you'll see that all activities have decreased because of COVID
            - Swimming is a sport that is trending down, but it has a large overall base of participation to pull from for users.
            - Activities like golf, however, have increased in popularity because it's seen as a safe activity
    - Importance of Market Research
        - Helps determine the size for the program
        - Helps form the foundation of an operating model
            - It would help us determine the portion of the market that can be captured for revenue for different programs
- **Project Budget Target**
    - Known funding source
        - $35.5 million - SUBRA TIF Fund
        - $2 million – Soft Costs
    - Other potential funding sources
        - Private donations
        - Community partnerships
        - Sponsorship Opportunities
    - Jim T – SUBRA South TIF Overview
        - Based on cashflows over next 5-10 years / over the life of the TIF

        - The life of the TIF is important to understand in terms of the dollars available and when the TIF sunsets the dollars go back into the general fund.
    - The $35.5 million is a part of a larger $38 million bond with a reserve of $2.5 million. It is important to understand that the $2.5 million is needed to be held in a reserve to secure potential bonding.
    - The $2 million soft costs are a support cost approved separately from the primary bond and are allocated to this project.
    - All these funds are contingent on council approval
    - Numbers shown are what we must work with at this juncture
    - SUBRA Rec Committee has been formed to help create a fundraising committee
    - Jim presented that we are trying to get off the ground as soon as possible to make best use of TIF bond available before its capacity is reduced due to the sunset timeframe of the fund (in approx. 25 years)
    - Andrew – Right now the $35.5 million is at the base of the recreation facilities from the master plan from 2019
    - Jim – The $35.5 million will not be reflected on local tax bills and will be paid by the TIF
  - Mayor Bill Cole – March 11 is a planning retreat for the council, and it is important for this group to attend the meeting to advocate for this project.
    - This project is part of a much larger discussion of parks and recreation for the community.
    - To pay for operations costs it needs to be fair for how costs are covered. Cost mechanisms need to be reviewed to identify how this can be supported going forward.
  - Dusty – We have $35.5 million to build the facility today without affecting others. Total project costs are typically 20% for all things beyond the hard cost.
    - Option 1 - We can identify the design of the facility based on what is available with current funds.
    - Option 2 – If we look to a larger facility then we need to identify those additional resources such as a bond election.
        - School bond example was presented.
        - We would need to think about a potential campaign to work with the public on what could be an acceptable increase in support of this project. This will be a task asked of this committee going forward to review what may be appropriate.
  - A further discussion was conducted regarding how these types of facilities can help support economic impact.
  - Jim – It is easier to issue TIF bonds for council approval vs. GO bonds that need to go to the community for approval.
- **Project Visioning**

- What are the KEY GOALS for you that define success for the project?
  - Kevin N – Concern about who is going to manage the facility. Will this committee dig into who will manage the facility?
    - Dusty brought up that this will be a good area for Jeff Ballard to advise on during this process and will be a topic of discussion for the team.
  - Kevin N – Concern about cost recovery – Could a bed tax be considered to assist with providing funding for the project as a possibility?
    - Jim – For bricks and mortar the TIF can support this project.
      - Operations may be able to be covered, but he is not positive that it is viable and will need to look into it further.
      - Capital replacement costs could possibly come from the TIF fund and have been discussed by the SBURA
        - Kevin A – Pool and Ice equipment in rec centers run 24/7 so replacement is between 7 – 10 years
        - The replacement of equipment and capital planning will need to be built into the operations proforma. This is something that Ballard King provides in their analysis.
  - Thelma – Would like to see that we develop a community recreation center for all people and create a funding mechanism that is supported by the full community.
    - This center should be a true community center.
    - Concern that the funding only comes from one place
    - The facility should be inclusive
    - We should look beyond traditional recreation activity spaces and also look at spaces for non-traditional activities; in between places for people to come together and meet with one another.
      - Kevin A – We will work discuss these types of spaces and how they can help support gathering and people coming together within the community.
      - Thelma – Stated a good example was the community room we were in at the library as an example of these types of spaces.
    - Concern is that the facility needs to grow and expand with the community
    - Concern that we don't build enough now because we don't have the funding
  - Shaun S – If this committee can get through the obstacle of knowing what should be built, we also need to look at the operational sustainability for what can be built going forward. Not a tax burden on the general community.
  - Mayor Bill Cole – Incentivize private donors

        - If there is a group that feels strongly about a specific type of programming, then we can formulate a match that can help foster potential programming outcomes.
        - Jim – SUBRA recreation committee
            - Looking at the notion of kickstarting a fundraising campaign for a coordinated effort to look at potential donors.
            - Create a coordinated committee with various groups working in concert with one another.
            - Dollars toward the purchase of equipment and operations and not the bricks and mortar for the facility.
- Andrew – Key is to stay focused on the Victus report with courts, aquatics, and ice as the primary elements and then support with gathering spaces as a further outcome.
    - Make sure we are clear on what city council wants.
    - Get from City staff guidance on legal matters.
    - What are the decreases as time goes by for funds available with the reduction of TIF funds?
    - Is this a phased project or is this whole? Why?
    - Defining operations with a clear strategy for whole will be running the facility. Make sure it is well understood. Could include looping in Amend Park.
- Mike W – This needs to be truly a multi-generational center for all ages. Not just for one area or one user group.
- Dick – Does not want to price anyone out of being able to use the facility.
    - Supports the concepts of providing economic scholarships fro users who cannot afford to pay for facility fees, leagues, etc.
- Paul – Wants us to look back 15 years from now and see we did this right way and that we did not sell ourselves short.
- Jennifer – Echoes the multi-generational aspect and create something for everybody. Opportunities for intergenerational activities.
    - Help the general health and wellness of the overall community
    - Overall obesity rates go down with improved community health, bringing down other related healthcare costs
    - Everyone needs to be looked at for the design
- Eric– There will be a big ask for this facility along with the ask for other facilities in the city – Metro Center, Schools, etc. We need to promote why this facility is important for Billings.
- Dick – Make sure we have a product we can be proud of to meet the needs of the community as well as sports and tournaments. For example:
    - 6 courts for tournaments vs 3 courts that may not meet needs.
    - 1 ice rink vs 2 rinks so the facility can host a tournament.

- The group discussed the “Lands and Legacy” foundation and that it was set up to build miracle league field and playground in an effort to build inclusive amenities. This an example of a group that could be formed to help support a facility.
- Dusty – We are maximizing what we build today to meet the most needs and then allow for phasing for the future.
- Jim – Concern from Jim, Andrew, and Dick is that we should think outside the box beyond an approach of “this is how we have always done this…”.
    - Look at this as an opportunity for how we can move forward with the project.
    - Hears that for now all we can go with is the TIF and the private sector.
    - Concern is there is an urgency for this and that we need to be innovative for how we can proceed forward.
    - Thelma – What is outside the box?
        - Jim – The notion is that we are setting aside $0.5 million in capital funds we are reducing the levy of what might be needed. There could be more interest in private funds than in being in a public fund investment.
- Kevin N – Do we care what Laurel is doing? Will they affect us?
    - Dusty – They shouldn’t drive decision making for this project.

- **Next Steps**
    - For further communication please connect with Kory.
    - Andrew – What does success look like from each point of view? We need to be clear with what will make this project something that will meet appropriate needs and outcomes from your perspective. We must be clear with the group.
        - Example – 2 courts would not be successful but 3 would be and here is why…
    - Survey
        - Current survey is like the previous survey to garner their input to get a community data component.
        - Will be going out soon for feedback in late March.
    - Wrap-up
        - Next meeting is March 9th

End of Meeting Minutes

Meeting Minutes

A&E will rely on these notes as the approved record of matters discussed and conclusions reached unless written notice is received by A&E within 10 calendar days of the issue date of these notes.

Project Name:	South Billings Recreation Center	**Project Number:**	21146
Meeting Location:	Billings Public Library	**Date:**	03/09/2022
Meeting Subject:	Core and Executive Meeting 2	**Prepared By:**	Nicole Andersson
Attending:			

- **Attendees**
  - Design Team
    - Dusty Eaton, A&E
    - Nicole Andersson, A&E
    - Kevin Armstrong, BRS
  - Core Team
    - Sean Marshall, Billings Aquatic Club/ West HS
    - Alex Tyson, Visit Billings
    - Ron Spence, TBID Board/ Billings Hotel
    - Jami Clark, Partners for Parks
    - Brad Knutson, PRPL Recreation
    - Mike Pigg, PRPL
    - Paul Reinhardt, PRPL
    - Chris Martin, PRPL
    - Dan McKinney, PRPL
    - Dianne Lehm, BSED
    - Jim Tevlin, SBURA
    - Shaun Seedhouse, Billings Ice Community
    - Chuck Plat, Park Board
    - Jennifer Brown, PRPL
    - Andrew Houlihan, SBURA
    - Kevin Nelson, SWCT
  - Executive Team
    - Mark Jarvis, PRPL
    - Dick Zier, SBURA
    - Michael Whitaker, PRPL
    - Kory Thomson, PRPL
  - Also in attendance
    - Chris Kukulski

Notes

1. **Introduction**
    a. This design work is building on the 2019 Master Plan that was adopted by City Council
    b. The work was a rigorous effort done by a broad section of the community
    c. The designer's scope of work for this phase is for the 'concept design'
        i. This work includes a portion of schematic design
        ii. By the end of this phase, we'll have updated cost estimates
    d. It's important to make sure everyone understands the direction we're going and that we are not trying to redo the work of the previous master plan but build upon it.

2. **Schedule | Work Plan**
    a. See project schedule

3. **Project Visioning – Review of Outcomes from Core Team Meeting 1 and the 2019 Master Plan**
    a. It was found that the overall aims for the project are in general alignment between the Core Team and the 2019 Master Plan.
    b. Core Team Meeting 1 - What are the key goals for you that define success? (See presentation slide)
        i. Review of the key goals was presented.
            1. Kevin Nelson mentioned that we talked about having an ambassador for the community: Will we have one person? We need to have one voice
            2. Dusty explained that where we are right now in the design process, there isn't one voice; there are a lot of perspectives at the table right now
            3. The goal is for this group to come together with a common vision and once that is developed broader communication should begin with the community.
    c. Core Team Meeting 1 - What are the most important outcomes of the project for you? (See presentation slide)
        i. Review of outcomes was presented.
    d. Core Team Meeting 1 - What are your biggest concerns? (See presentation slide)
        i. Review of concerns was presented.
    e. 2019 Master Plan Goals (see presentation slide)
        i. An overview of the goals from the 2019 Master Plan was presented.
        ii. It was discussed that they still align for the project with the Core Team.
    f. 2019 Mater Plan Survey Review (see presentation slide)
        i. An overview of the results regarding facility and amenity needs was provided.
        ii. Dusty updated the Core Team that the updated community survey has gone out and we will review the results as a group once they are received.
    g. 2019 Master Plan Design Options (A.0 – A.3)
        i. It was discussed that from the A.1 was the ideal solution for the a 'phase 1' recreation center as it met the base needs for the variety of user groups with

the ability to be phased in the future with additional courts and ice. The core components of the facility were as follows:

1. Competition pool and leisure pool
2. Courts (4)
3. Competition ice
4. Open fitness
5. Support spaces

ii. Why was A.1 considered to be a strong option?

1. Balancing goals of community reach and revenue generation
2. Our team's operations consultant, Jeff King with Ballard King, has advised us in the past that we need to be clear on what is the primary goal for the facility?
    a. Is it community impact & reach or is it revenue generation?
    b. Depending on which direction is preferred the overall project make up will be different and reflective of the goal
    c. For example, a revenue-generating facility could have more courts than other spaces because it is low cost to operate and has high revenue generation. This would be successful for these goals, but it would not meet the needs of other members of the community as they may not use courts.
3. The A.1 concept option balanced well the goals of creating a center that met the needs of the community at large while also having good opportunities for revenue generation and cost recovery. The facility has a cost recovery range of 80%-85%.

iii. Cost Recovery

1. Kevin Armstrong stated that cost recovery goals for different communities vary, and for some communities a cost recovery range of 60% could be acceptable.
    a. Many communities have cost recovery in the 60-75% range for their centers.
    b. Kevin A relayed that each of the A.0-A.3 options have a better than average cost recovery and the range will be refined once we settle on a defined program for the project.

iv. As stated previously in the notes, it was reinforced that the goal for this phase of the project is to not redo the 2019 Master Plan work, but to re-confirm it and build upon it.

4. <u>Case Study – Great Falls Rec Center</u>

a. Great Falls

i. Details (see presentation slide)

1. 45,000 sf
2. $20 million (2021 bid) construction cost
    a. The construction cost is approx. $444/ sf

b. This is a cost range that based on current market conditions the design team is seeing is thought to be realistic for our project

3. The design team believes the total project cost is in the $24-25 million dollar range once soft costs are included. This has not been verified.

ii. Program and features (see presentation slides)

1. Admin, child watch space
   a. It was noted that the administration space is not a separate suite from the rest of the facility. This is not common.
2. Competition Pool
   a. 8-lane x 25 yd pool with 160 spectator seats
3. 3,000 SF Leisure Pool w/ Water Slide
4. 1,400 SF Multi-use Group Fitness Room
5. Single Court Gymnasium
   a. One 84 x 50 Basketball Court
   b. One Volleyball Court
   c. Two Smaller Recreation Cross Courts
6. Small Walking Track
   a. 18 laps to mile which is not an ideal size and is a short length
   b. More typical is 10 laps to a mile or less for a center
7. 4,500 SF open-space fitness

iii. Construction – It was discussed that the facility appears to be built primarily with exterior tilt-up insulated concrete walls.

b. Comparison between A.1 program components and the Great Falls Center was presented including a floor plan comparison to help the team understand the scale between the two centers. (See presentation slides)

5. <u>Master Plan Cost Update</u>

a. $59.8 million – Updated Option A.1 Total Project Costs
   i. $49.8 million - Construction Cost (Building + Site)
      1. Approx. $430/SF
   ii. $10.0 million – Soft Costs
b. In 2019 Option A.1 was estimated to have a total project cost of $52.9 million
   i. This shows a rise of $6.9 million over the last three years since the study was completed.
   ii. It was stated that this aligns with what the Design Team is currently seeing in the construction marketplace with significant rising escalation over this period.
      1. Construction costs by major program systems
         a. $355/ sf – leisure pool (pool, pool equipment, features, slides)
         b. $300/ sf – competition pool (pool, pool equipment)
         c. $100/ sf – ice rink system (rink, refrigeration plant, dasher boards)
c. The updated Option A.1 program breakdown was presented. (See presentation slide)
   i. It was stated that this should be viewed as a good baseline for the project.
   ii. The team should use this as a starting point and build upon it for the project.

6. **<u>Group Exercise: Project Goal Confirmation/ Setting</u>**
    a. Goal setting Discussion
        i. Jim Tevlin
            1. Asked for a cost breakdown for each program space
                a. This will be presented shortly during the card game
            2. Discussed that he had discussions with Great Falls community & project team
                a. They started with the 'Taj Mahal' and their target was to support $250,000 deficit which they eventually brought down
                b. The overall scale of the project was determined by this value and was reduced to meet the operations deficit goal
                c. Great Falls also already has a recently built ice facility
                d. He stated that he does not know if we want to support open fitness as the SUBRA Board has a concern about competing with private fitness centers
        ii. Kevin Armstrong
            1. Suggested that fitness centers can increase revenue and feed into other program uses
                i. It was discussed that often there are complementary uses within a recreation center and that having a variety of programs helps support other uses in the center.
                    1. For example, if a child is at the center for practice, then the parent can exercise at the center where previously they would not be using the center.
                    2. Helps to provide an overall sense of wellness.
                ii. After we go through today's exercise, we'll re-engage with Jeff King to review operations and hours of operation to handle that activity
        iii. Andrew Houlihan
            1. We have the current funding allocated in our budget to execute the project
                a. The $35 million TIF would allow $28 million build cost, so we can see clearly what we can build by looking at the Great Falls project
                    i. Are 4 courts adequate for tournaments? Or can we leverage city wide facilities?
                    ii. We need to figure out what is appropriate for us
                b. Our goal is to promote economic growth in our district from the SUBRA perspective
                    i. Project can subsidize lower income area of our community – who has scholarships to help?

c. Two funding options: $35.5 million all in OR $35.5 million + Bond
    i. How do we think about this as a phased project? is there a third option that is a better way to look at it?
    ii. What is the best we can do with what we have?
d. The Victus report outlined three areas we are insufficient in: Courts, Ice Aquatics – 'if we build it, they will come'
    i. There is concern about competing with private fitness
    ii. However, Scheels would donate to a different user to have a pro shop; they are on board to support a competitor to generate activity
e. Time limit – 'hurry up and go' with this money
    i. Mid 2040s TIF will sunset
    ii. Each passing fiscal year, we'll have less time to leverage a bond
    iii. Jim Tevlin can confirm those dates

iv. Jim Tevlin
    1. $35.5 TIF
    2. $2 million as soft cost place holder; we don't know if this is the right or wrong number
    3. Overall budge currently available is approx. $37 million
v. Shaun Seedhouse
    1. Has handouts to talk about ice community (see attached handout)
    2. Ice facilities are insufficient
    3. 2 sheets are more effective in bringing in more money
vi. Ron Spence
    1. Are we building something for the community to enjoy or are we building something to 'put heads in beds'?
    2. Pool won't have big tournaments, whereas ice and courts will bring in more tournaments
        a. These will be revenue generating
        b. 600-1000 kids coming to a tournament, there is a lot of money being brought into Billings
    3. Down the road you can build more to the facility
vii. Paul Reinhardt
    1. Pool sizes: to host a tournament, a reasonable size is 300 spectator, 8-lane pool
        a. The aquatics community determined this size in 2019 to say this size can adequately host a tournament
viii. Dick Zier
    1. We need to study the economic development: how many possible pool tournaments can we host? 10? 20? We don't know
    2. With basketball and hockey, we can have something going every weekend
        a. We are talking big money when we host meets

3. Kevin Armstrong – Stated that this will be a part of the next phase of this project once we confirm a program for the facility. Jeff King will be helpful in determining this and will have a sense of what is feasible for number of tournaments and meets for the facility.

ix. Michael Whitaker
   1. We need to be patient and see what the results of the survey are from the community. This will help us determine the project's program further and what will reach the greatest number of users in the Billings community.

x. Dusty Eaton
   1. As designers, we were charged with designing a facility for the community, one that represents it
   2. Jeff King said that revenue generation versus reach can be competing
   3. There are two different approaches:
      a. Revenue generation - 'heads in beds'
      b. Reach the largest number of Billings residents – what void are we filling in the community

xi. Dick Zier
   1. Asked what was the top priority from the 2019 Master Plan community survey?
      a. The top priority from the community was Open Fitness

xii. Ron Spence
   1. How many fitness centers have popped up since that time?
      a. This will need to be reviewed.

xiii. Dusty Eaton
   1. Across the board, this topic is the most controversial because there is fear about competition with local private fitness centers
      a. However, Jeff King says that it enhances the fitness in the area because it serves a different demographic

xiv. Alex Tyson
   1. If you look at all these facilities, there is a happy medium
   2. Boise, Cody – these facilities are more a balance of both
      a. Sunday thru Wednesday – > community oriented
      b. Thursday thru Saturday –> more tournament focused

xv. Dusty Eaton
   1. Yes, there should be a balance

xvi. Kevin Armstrong
   1. Courts can support community programs as well
   2. Everyone appears to be aligned, but the question is how many?
   3. With ice and aquatics, we will need to discuss what is the right balance for the center to meet the aims and goals for the facility.

xvii. Sean Marshall
   1. There are two different swimming teams in Billings
      a. High School team with 3-month season and competitions once a week, plus travel

i. MSUB is the largest facility here
ii. Limited to 180 on deck, 300 total
iii. At other facilities there is greater capacity
1. Great falls – state competition – 6-lane

b. Club Team meets 2 times a month competition
i. Wyoming has a good facility, and they travel
ii. Washington and Idaho could come to us; with a larger facility we will draw bigger multi-team meets
iii. We are so limited right now, at Rocky, there can be no spectators; we must live stream events

xviii. Andrew Houlihan
1. What are ideal sizes of pool?

xix. Sean Marshall
1. 8-lane is the smallest size pool we will want for the community
2. Needs to be multi-functional
a. 50-meter pools are the most multi-functional competition pools.
i. You can have two meets occur at the same time. For example, there can be 10 lanes on one side for boys, 10 lanes on other side for girls.
3. Right now, we practice at Yellowstone fitness with shallow lap lanes
4. 150 kids on Billings Water Club
a. Traveling – take 100 kids
b. Gillette – have 20 teams come down
i. $6,000 meet entry fee
5. There are a few 50-meter pools (tanks) in MT:
a. Rose Park - Outdoor
b. Bozeman - Indoor
c. Missoula – Outdoor / new
i. Outdoor season is short (May thru August)

xx. Kory Thomson
1. We represent the community for aquatics
2. 50,000 visitors for the summer who are part of our community
3. 750 kids go through swim lessons in 7 weeks
a. There is lots of interest in leisure swimming
b. The community has the benefit the other 6 days there aren't tournaments

xxi. Kevin Nelson
1. Can we model the economic impact?

xxii. Alex Tyson
1. For example, Big Sky volley-fest
a. At Skyview, Castlerock and has expanded into Metra Park
b. The goal was to grow tournament to 100 teams, now 180 teams
c. He's now at other schools
d. 120 teams come from out of town

i. $180/ occupied room / night
ii. Hotel rates have gone up $30 so now closer to $210/ person
iii. This would be every week

2. Ice would be competing with hockey, curling, etc.
3. Courts would compete

xxiii. Kevin Nelson
1. Can we expect 40 weeks of competitions?

xxiv. Alex Tyson
1. That is a number we need to figure out
2. Sean, could we find a number?
3. We could find a number with volleyball and basketball
4. 2.6 million visitors to Billings/ year bringing in $621 million
5. Operations pro-forma feeds into the visitor numbers

xxv. Paul Reinhardt
1. May not be able to host ice and courts tournament at the same time, so competitions could be scheduled to optimize revenue

xxvi. Kevin Armstrong
1. Example: Bridgeport – normal activity during the week
    a. Small kids can go to clip and play
2. Ideal scenario to have a place for community members to be concurrently with tournaments going on

xxvii. Chris Martin
1. This is a community facility; community members will want to be able to take advantage of this facility
2. Looking at options of this building is amazing, and to just limit it to tournaments, then we are missing an opportunity to get community members involved
3. We want a reason for everyone to step into that building, and then see all the other programs available

xxviii. Chris Kukulski
1. Except for the donations that are raised, every other dollar is a tax dollar
    a. The community won't say yes to this unless they buy-in to the program
    b. The community needs to be excited about it
    c. Indirect activity of economic development does not go directly back into the facility
    d. We can't lose sight that the general population has to be excited about this investment
2. Health & Safety
    a. People are engaged and active; direct correlation to building a healthy community
    b. $11 million added every year in criminal justice system
    c. These programs build a healthier community with engaged kids

xxix. Jennifer Brown

1. Group fitness – close to 100 people in 6,000 sf in general fitness
2. If you programmed it to the max, can facilitate 800 people a day
    a. Out of a 110,000 population, senior fitness has been removed from a lot of centers
    b. This is a big need for seniors; we can't shy away from this – we don't have low-impact fitness like Zumba
        i. Those participates during the rest of the year don't do any other fitness when Zumba is not available

7. <u>Group Exercise: Programming Card Game</u>

a. The Core Team broke into two groups and independently developed programs. The results from the exercise are shown below by group. There was not a predetermined program mix given to each group, just a goal to come up with a facility that could meet the broadest variety of program goals.

b. Group 1 – Base Facility

Space Type	Square Footage GSF	Revenue Generation Potential
Lobby & Support Spaces	6,272	Low
Locker Spaces	5,337	Low
Facility Administration	2,050	Low
Child Watch	1,252	Low
Multi-purpose / Flex Team Room	1,872	Medium
Party Room	936	High
Gymnasium – 4 Court Basketball / 4 Court Volleyball	31,395	High
6,000 SF Open Fitness – Cardio/Circuit/Weights	7,455	High
30-35 Person Group Fitness Room	2,574	Medium
Aquatic Support	410	Low
8-Lane x 25 YD Competition Pool w/ Spectator Area	14,349	Low
4,000 SF Recreation Activity Indoor Pool	10,500	High
Game Ice Rink – 500 Spectators	38,378	High
Total	122,780	

a. Group 1 – Future Phases

Space Type	Square Footage GSF	Revenue Generation Potential
Indoor Playground	2,808	High
Gymnasium – 2 Court Basketball / 2 Court Volleyball	15,750	High
Medium Gym Elevated Track	7,770	Medium
Practice Ice Rink	32,130	Medium
Total	58,458	

b. Group 2 – Base Facility

Space Type	Square Footage GSF	Revenue Generation Potential
Lobby & Support Spaces	6,272	Low
Locker Spaces	5,337	Low
Facility Administration	2,050	Low
Cafe / Juice Bar	1,872	Medium
Clip-N-Climb	1,966	High
Multi-purpose / Flex Team Room	1,872	Medium
Party Room	936	High
Gymnasium – 4 Court Basketball / 8 Court Volleyball	41,475	High
Large Gym Elevated Track	9,870	Medium
6,000 SF Open Fitness – Cardio/Circuit/Weights	7,455	High
30-35 Person Group Fitness Room	2,574	Medium
Aquatic Support	410	Low
8-Lane x 25 YD Competition Pool w/ Spectator Area	14,349	Low
4,000 SF Recreation Activity Indoor Pool	10,500	High
Game Ice Rink – 500 Spectators	38,378	High
Total	145,316	

c. Summary – Findings from the Card Game
    i. These two base scenarios are very similar to each other and to the Option A.1 scenario from the 2019 Master Plan.
        1. This helps in re-confirming the effort from the previous master plan.
    ii. The key thing is to make sure we have the balance between community amenities and tournaments
d. Jim Tevlin
    i. The given here is that we have to go out for public funding
    ii. What SBURA can put into it won't be reflected in the average taxpayer's bill
e. Dick Zier
    i. If we go for a bond, why don't we go for the whole thing? Phasing won't happen
f. Paul Reinhardt
    i. What we all agree is that the community needs all these things
    ii. But the issue is what will the community go for?
g. Jim Tevlin

i. There is a simplicity in going to the public, 'you're getting a full facility, for half the price'
ii. Go for it, but marketing is key here

h. Dusty Eaton
i. Yes, marketing is everything; we see this with the school bonds
ii. School bond example - A community survey told us that $120 million bond was what they would go for and then it turned into a marketing campaign.
iii. Schools, Metra, etc. will all be asking for a lot of money
iv. It would be nice to get this part of a greater community effort; not just Billings, but the region
v. We are the economic center of the state

8. Next Steps
a. The design team will use the information from this meeting to begin to develop a consensus program for the project. This program will be tested for operations review and cost recovery. This information will be presented at the next Core Team Meeting.
b. Next Core Team Meeting - March 31, 11:30 AM

End of Meeting Minutes

Meeting Minutes

A&E will rely on these notes as the approved record of matters discussed and conclusions reached unless written notice is received by A&E within 10 calendar days of the issue date of these notes.

Project Name:	South Billings Recreation Center	**Project Number:**	21146
Meeting Location:	Billings Public Library	**Date:**	03/31/2022
Meeting Subject:	Core and Executive Meeting 3	**Prepared By:**	Nicole Andersson
Attending:			

- **Attendees**
  - Design Team
    - Dusty Eaton, A&E
    - Nicole Andersson, A&E
    - Kevin Armstrong, BRS
    - Jeff King, Ballard King & Associates
  - Core Team
    - Dianne Lehm, Big Sky Economic Development
    - Alex Tyson, Visit Billings
    - Tom Ripses, City Council
    - Ron Spence, TBID Board, BHCC
    - Jami Clark, Partners for Parks
    - Paul Reinhardt, Billings & Rec
    - Mark Wahl, Billings Public Schools
    - Chuck Platt, Parks Board
    - Chris Martin, PRPL
    - Brad Knutson, PRPL
    - Dan McKinney, PRPL
    - Andrew Houlihan, SBURA
    - Kevin Nelson, SWCT
    - Shaun Seedhouse, Ice Community
    - Jennifer Brown, PRPL
    - Thelma McClosky Armstrong, Community Member
  - Executive Team
    - Mark Jarvis, PRPL – Was Mark at the last meeting?
    - Dick Zier, SBURA
    - Michael Whitaker, PRPL
    - Kory Thomson, PRPL
  - Also, in attendance
    - Chris Kukulski

Notes

1. **Schedule | Work Plan**
    a. See project schedule

2. **Program Confirmation**
    a. Option A.1 was reviewed in the last meeting
    b. We talked about additional gymnasium space
    c. We want to make sure we are thinking holistically about the community
    d. The card game was a good exercise, and everyone was engaged
        i. Cost recovery, cost/ SF conversations
        ii. We started to talk about what each of the program spaces looks like
        iii. Overall, there was general alignment between the two card game groups
    e. Card Game results
        i. Aligned other than these programs:
            1. Group 2 - Clip n climb, Juice bar
            2. Group 1 – child watch
        ii. Group 1: 122,780 SF
        iii. Group 2: 145,316 SF
    f. Consolidated Program Option
        i. We are proposing a consolidated program that blends together both groups' programs, including clip n climb, café and child watch
            1. We could leverage other lounge spaces
        ii. Flex space that divides in two to be multi-functional
        iii. Party room (second party room in a future phase)
        iv. Gymnasium - to attract youth tournaments
            1. Jeff King explained that the volleyball and basketball programs are currently maxed out
            2. This new program allows two courts for 'drop-in' which isn't currently available in Billings, and provides program demands
        v. 30–35-person fitness classroom; mid-size, not too big
        vi. 6,000 sf fitness; doesn't overpower the marketplace
            1. It is an incubator for other fitness places in the community
            2. Welcome to younger and older adults
            3. Jeff King also has seen the public facility become a feeder to private sector because the public facility provides the basic programs, not necessarily the advanced programs
                a. Public facility is a place where some people come to get into some shape and then transfer to a private facility because it is less intimidating
            4. 6,000 SF is less than 6% of the total program: it's not the sole function
            5. There are also social-economic issues at play that don't allow some people to access private fitness
                a. Kevin asked who manages the equipment in the fitness facility

b. Jeff King explained this fitness center will be about showing people how to use the equipment properly and not necessarily training-specific instruction
c. Jeff King talked about an 'attendant' position and how to use them in multiple program areas

vii. 8-lane competition pool w/ 4,000 SF recreation pool
viii. Game ice rink – 300 spectators

g. Updated plan diagram
   i. 145,000 SF
   ii. $69.5 million total project cost
      1. $57.9 million construction costs
         a. Approx. $397/ sf
      2. $11.6 million soft costs
   iii. Future possible phases: Ice rink, Support space, party room, expanded gymnasium

3. <u>Building Layout and Spatial Adjacencies</u>

a. Main Level Floor Plan (127,000 SF)
   i. Floor plans builds off the previous floor plan
   ii. Admin/ Control has visual access to all programs
   iii. Party room has good access to leisure pool
   iv. Ice is kept thermally contained to keep ice cold
   v. Drop-by activities happen past the control desk
b. Upper-Level Plan (19,800 SF)
   i. Fitness program
   ii. 6.5 laps/ mile track
   iii. Open fitness has visibility to other spaces and acoustically connected to main lobby
c. Control & Access
   i. Three entrances; control and staffing is a conversation that happens later in design process
   ii. Control desk has visual access to ice, aquatics, and courts
   iii. Large indoor playground would be like clip n climb
   iv. Getting views into the main program components to sense the activity
   v. Redline represents the control point
   vi. The 'star' is the narrowed point of control
   vii. We'll start refining these sizes and scales
   viii. Lobby is about 20' wide, necessary to handle the large number of people circulating through
   ix. If people are standing by the clip n' climb other people can pass by
   x. Thelma McClosky Armstrong asked about public restrooms.
      1. There will be public restrooms outside the ice and at the main lobby
      2. Child watch will have its own toilet

3. Occupancy numbers will drive the size of restrooms and # of plumbing fixtures
4. Upper level would have restrooms by the fitness center
5. We'll provide good access to restrooms through the facility

xi. Thelma McClosky Armstrong also asked about where the staff will be
1. The central admin area will be adjacent to the control desk
2. The fitness space would also have its own supervisor

d. Main Lobby Socialization
i. Visual connectivity and social lounges connect the spaces

e. Ice Rink Character & Spaces
i. (See list of space features from ppt)
ii. Jeff King explained the challenge of only having 4 lockers
1. For female hockey you need at least one additional locker room
2. A lot of the facilities we design today have 6 locker rooms
3. We want to be of a good size, 600-700 sf
4. This allows players to safely store their bags in the lockers so their items are secure
5. Equity is something we need to think about and not create a barrier of use
6. Hockey bags are huge, so you want to make sure not to undersize those spaces

iii. Paul asked about the space above the locker rooms
1. It was discussed that currently the design intends to put building services over the hockey locker rooms. As the design develops options can be reviewed if there is the potential to add program areas above these spaces.

iv. If we need to look at pre-engineered building we can, but we want to make sure it's cohesive architecturally with the rest of the building so it doesn't look like it's tacked on
v. Humidity, you have a lot of from the rink and pools and will want to migrate
vi. Thelma McClosky Armstrong asked how much planning goes into special accommodations for accessible sports
1. ADA lifts in pools; will be safe transfers
2. All areas of design will have ADA requirements incorporated
3. Not all disabilities are wheelchairs; there are mental and cognitive handicaps we need to think about as well

f. Recreation Leisure Pool
i. (See list of space features from ppt)
ii. Lockers rooms circulate to a 'wet corridor' and then into leisure pool
iii. Control allows the competition pool to be closed off during competitions
iv. Have a physical barrier between leisure and competition pool; have a wall with windows for visual connectivity
1. Allows each space to have different temperatures and humidity

v. How we circulate spectators into the pool will be something we work through
vi. Jeff King explained that keeping the different temperatures is important

1. 84 degrees, for example, in leisure would be too hot for competition pool

vii. Tickets – want to make it easy for people to buy
1. Will tie into the design later and also the pro forma

g. Competition Pool
i. (See list of space features from ppt)
ii. Has visibility from above
iii. Jennifer Brown asked about whether fitness programs would be in the competition pool?
1. Want to make sure the competition pool is deep; so, people in fitness programs may be more comfortable in shallower leisure pool. We will provide program space for these types of activities in the leisure pool.
2. You can also program paddleboard yoga and other programs in the competition pool
iv. Jeff King said that the middle of the competition pool can be shallow for fun programs
1. Kevin stated that this is true if the pool has enough length to properly slope the bottom of the pool to meet depth needs for the variety of activities.
v. Wyeth believes that the community will be missing out if it's not big enough (around a 50 M pool)
1. In Bozeman, it can get very crowded
2. A pool cannot be easily expanded later
3. It's important to think about deck space; it never seems like enough
vi. Jeff King says that it becomes harder to host big events; bids every four years
1. When we have hosted 50 M, we very rarely had 50 M events, but it allowed us to have 25 lanes of 25 M; we could host 7 high schools
2. US swimming events; could host 1200 swimmers
3. The value of the 50 M is to have the multiple lanes
4. You can have warm-up and cool-down at the same time
5. Could have diving on one end
vii. Kevin N. asked about the design of the competition pool
1. Kevin Armstrong said that this is a starting point and so we will talk about circulation and access
2. We need to be cognizant about having cross traffic

h. Gymnasium Flexibility
i. (See list of space features from ppt)
ii. 8 – Middle school size courts (74'x44') – basketball; Yellow 30x60 volley courts
iii. 4 - Collegiate size (94'x50') basketball cross courts for competition events
iv. Try to minimize striping
v. Want to have safe runout clearances and areas for tip-n-roll bleachers
vi. We could also fit 12-16 pickle ball courts
vii. Andrew said that the soccer groups at Amend would be interested in renting the court spaces when available
viii. We wouldn't be able to divide out each individual court with this layout

ix. Kevin N. asked if the ice is 365 days?
    1. Jeff King said yes, it's 365 days a year
    2. The time soccer is interested would be wintertime
x. Chuck asked why the courts are at an angle
    1. The courts were rotated at an angle to provide more area in the hallway at the control/ access point

i. Upper-Level Fitness Openness
    i. Add notes from PPT
    ii. Jeff King explains that this area will also have other open sports training areas
    iii. We'll talk about what fitness equipment is in here; it's not going to be packed wall to wall with fitness equipment

4. <u>Site Design and Investigations</u>

a. Site layout and access/ entrances
    i. One of the key next steps is how the building lives on the site
    ii. The adjacency to amend park is critical and we need to be thoughtful; so that it is an indoor-outdoor sports complex
    iii. Entry points are must be clear
    iv. There won't necessarily be a dominant front door
b. Ditch Relocation
    i. The existing ditch will be relocated if existing site layout is pursued
    ii. It's a flat site making it more difficult to slope drainage ditch
c. Context
    i. Fast food restaurants, hotel, gas station, auto shop
    ii. City owns the community gardens
    iii. Multiple points of entry off of King Ave east
    iv. We'll start thinking about drop-off and circulation
d. Zoning code
    i. Since the masterplan, the code has changed so we are looking at parking counts
    ii. We need firetruck access around the building
    iii. We'll need staff/ maintenance access
e. Site concepts
    i. Connection to amend park
f. Ron asked how many parking spots?
    i. Kevin Armstrong stated usually there are about 3-4 spaces/ 1000 SF of building
    ii. We would need 450-480 spaces for this facility using the same rule
    iii. The zoning has been updated to 6 space/ 1000 SF and so the design team will need to work with the city to figure out what is appropriate
g. Ron said that the soccer people at Amend Park will park at this site
    i. Dusty said we just have to plan for this building; we know parking will spill out and realize the need to maximize it
h. Community Garden
    i. Paul R. asked about whether the parking extends into the community garden
        1. Dusty understands that the community garden would be moved

ii. Dick Zier said there are different locations where the gardens could go
iii. Andrew H. has spoken to the city council members, and they said yes, we'd be open to the garden moving
    1. There is a garden outside Josephine crossing
    2. Is there a place for it go that's more central?

i. Site adjacencies
    i. The adjacent auto body shop has been purchased and is planned for private development
    ii. Andrew H. encourages the design team to explore the potential of moving the building to other areas in the park and around the site; the city owns the whole property so explore all the possibilities

5. <u>Operations Analysis Update</u>

a. Current Status (taken from PPT presentation)
    i. Updates to the 2019 Master Plan analysis is being prepared based on the new consolidated program plan option
    ii. Meetings have been conducted with the Design Team and Parks & Recreation Department Staff to understand how the center can be managed and staffed
    iii. Review of control and monitoring
    iv. Staffing structure and efficiencies
    v. Review of current programming with indoor recreation sports leagues and how they can use the new facility in conjunction with drop-in play
b. Upcoming Activities (taken from PPT presentation)
    i. Confirm commitments from user groups (aquatics, ice, court sports, etc.) for how they properly tie into the center to be included with the operations analysis
    ii. Conduct an analysis comparing operations by the City or a third party
    iii. Refinement of the proforma
    iv. This is a work in progress and will continue to refine this
c. Current Operations Analysis Update
    i. Cost recovery 80-85%
    ii. Expenses: $2.8-$3.1 M
    iii. Revenue: $2.2M -$2.6M
d. Operating Hours (take from PPT)
    i. Monday – Friday 5:30 am – 10:00 pm
    ii. Saturday - 7:00 am – 10:00 pm
    iii. Sunday - 1:00 pm – 8:00 pm
    iv. Hours/ week = 104 hours
e. Operational Expenses Update (take from PPT)
    i. 75% of the cost is tied up in staffing (up from, in 2019, 65%)
        1. It's a service driven business
        2. Salaries are being driven up
    ii. 8% Supplies
    iii. 13% Utilities

iv. 2% contract services
v. 2% capital replacement

f. Revenue
   i. 43% Admissions
   ii. 36% programs
   iii. 16% rentals
   iv. 5% other

g. Questions?
   i. Jodi – is everyone coming into the rec center paying?
      1. Yes, the admission rate allows you to do different activities at the same time (skate, swim and play on courts in same admission)
      2. It's not a membership, more of a 'pass'
   ii. Michael Whitaker asked if there was a possible scholarship program?
      1. We talked about that earlier; social economic factor – how do the people who can't afford it have access?
      2. Creation of scholarship fund
      3. If it's free, it has no value
      4. 50-60% coverage with scholarship funds
      5. There is usually an application process and should be made as easy as possible
   iii. Ron asked if everyone who walks through the door must pay?
      1. Does a spectator for an event have to pay?
      2. It depends on the activity
         a. Not in the 'learn to skate, play…etc.'
      3. You will have to pay to get into the tournament
   iv. Kevin N asked how many years will it take to get the fees to a point to get cost recovery down?
      1. Jeff King – this is a first-year projection and then we'll do a 5-year projection
   v. Kevin N asked if 100% cost recovery is feasible?
      1. Jeff King stated that 85% is a very high-cost recovery
      2. There are things we can do to increase efficiencies, but it's not realistic to assume a 100% recovery
   vi. Kevin N. asked how many people will come through the door?
      1. Jeff King stated that this will be further refined with the development of the proforma
         a. It is important to note that development will also be based on the creation of passes or units for sale. It may not count individual people.
            i. A family pass may include 5 people but be 1 unit
   vii. Thelma – 85% feels very optimistic to me for this community
      1. Jeff King said that the numbers will be shared eventually
      2. There are passes, rental rates; these details will be shared with you and will be transparent and clearly identified

3. The staff will understand what went into it, so they are well equipped with how to adjust it, and manage it

viii. Ron S. asked what the annual fee for a family pass would be?
1. $60/ month or $700/ annually
2. $20/ month for individual
3. These are the current costs identified in the proforma

6. Blink

a. Exercise conducted to gauge Core Team preferences for architectural character.
i. Results will be shared and discussed at the next Core Team Meeting.

7. Remaining comments

a. Racquetball should be considered as an option?
i. Jeff King explained this is not a sport usually incorporated in facilities
b. Kory asked about e-games
i. Kevin A. explained it depends how much space it requires and how you close it off because of the big investment into it
ii. Also need to make sure you have high-speed internet in the facility otherwise you can't be competitive; therefore, your costs go up
iii. Also, would need to think about what is appropriate gaming?
iv. Super Smash brother, NBA games are easy to set up and do in a general environment
v. Kevin A. has projects that talk about it but haven't had one that has a dedicated e-sports yet
vi. Jeff King says that it's hard to keep up with trends and equipment

8. Next meeting

a. Community meeting: would be great is Core Team joins to be advocates for the project
b. Chris K. suggests that if you don't show up, the city won't have respect for the work that has been done

End of Meeting Minutes

Meeting Minutes

A&E will rely on these notes as the approved record of matters discussed and conclusions reached unless written notice is received by A&E within 10 calendar days of the issue date of these notes.

Project Name:	South Billings Recreation Center	**Project Number:**	21146
Meeting Location:	Billings Public Library	**Date:**	05/10/2022
Meeting Subject:	Core and Executive Meeting 4	**Prepared By:**	Kevin Armstrong, BRS
Attending:			

- **Attendees**
  - Design Team
    - Dusty Eaton, A&E
    - Kevin Armstrong, BRS
    - Jeff King, Ballard King & Associates (online)
  - Core Team
    - See sign-in sheet
  - Executive Team
    - Mark Jarvis, PRPL
    - Dick Zier, SBURA
    - Michael Whitaker, PRPL
    - Kory Thomson, PRPL
  - Also, in attendance
    - Chris Kukulski

Notes

1. **Schedule | Work Plan**
   a. See project schedule

2. **Community Survey Results**
   a. Results from the statistically valid survey were reviewed
      i. 555 survey responses were received. All within the City of Billings
      ii. The results had a precision of 95%
      iii. This is a high level of confidence
   b. Survey items presented shown in the attached presentation
      i. On each slide are the methodology and rating system for each survey item
      ii. For further details please see the final survey documentation from ETC Institute
   c. Unmet Needs Rating for Recreation Facilities and Amenities was reviewed
      i. Top Items (Greater than 60): Activity Pool, Exercise/Lap Swimming, Elevated Track, Gymnasium Court Sports, Ice Skating Rink, Group Exercise Studio, Multi-gen Activity Space
      ii. No issues were taken with the information presented by the team
   d. Importance Rating for Recreation Facilities and Amenities

i. Top Items (Greater than 60): Activity Pool, Exercise/Lap Swimming, Gymnasium Court Sports, Open Fitness Area, Elevated Track, Group Exercise Studio, Ice Skating Rink
ii. No issues were taken with the information presented by the team

e. Top Priorities for Investment for Recreation Facilities and Amenities Based on the Priority Investment Rating
   i. High Priority Items (Greater than 100): Activity Pool, Exercise/Lap Swimming, Gymnasium Court Sports, Elevated Track, Open Fitness Area, Group Exercise Studio, Ice Skating Rink, Multi-gen Activity Space, Dedicated Senior Activity Space
   ii. No issues were taken with the information presented by the team

f. Comparison of current 2022 survey results with 2019
   i. Q4. Outside Organizations Used for Facilities
      1. It was shown that the uptick in usage of private health/fitness clubs is the only statistically significant change since the 2019 survey
         a. This is likely due to COVID-19
      2. No issues were taken with the information presented by the team
   ii. Q5. Reasons Households Do Not Use Parks and Recreation Programs, Facilities, and Events More Often
      1. There was no significant change between the current survey and previous survey
      2. No issues were taken with the information presented by the team
   iii. Q7a. Percentage of Respondents That Have a Need for Recreation Facilities and Amenities
      1. There was no significant change between the current survey and previous survey
      2. No issues were taken with the information presented by the team
   iv. Q7c. How Well Households' Need for Recreation Facilities and Amenities Are Being Met – <u>Fully and Mostly Met</u>
      1. There were significant changes between the current survey and the previous survey. Many needs are not being met as well compared to 2019.
      2. This was presented to the Core Team and no issues were taken with the information shown
   v. Q7c. How Well Households' Need for Recreation Facilities and Amenities Are Being Met – <u>Partially and Not Met</u>
      1. There were significant changes between the current survey and the previous survey. Many needs are not being met as well compared to 2019.
      2. This was presented to the Core Team and no issues were taken with the information shown
   vi. Q8. Importance of Amenity to be Included in Design of New Recreation Center – Sum of Top 4 Choices
      1. There was a significant uptick in importance for pool and ice facilities between the current survey and the previous survey.

a. The Core Team agreed that these are needs to be addressed with this project.
2. This was presented to the Core Team and no issues were taken with the information shown

vii. Q9. How Far Would You be Willing to Travel to Utilize a Facility with the Amenities Most Important to Your Household?
1. There was a significant change where people appear to not be willing to travel as far for services if they live greater than 10+ miles from the facility between the current survey and the previous survey.
2. This was presented to the Core Team and no issues were taken with the information shown

viii. Q10. Does Anyone in Your Household Currently Participate in an Indoor League Sport?
1. There was no significant change between the current survey and previous survey
2. No issues were taken with the information presented by the team

3. <u>Proforma Update</u>

a. The current status of the proforma development was reviewed.
i. It was discussed that the operations analysis was looking to show a cost recovery range between 79-91%.
1. 79% for Third Party Management and 91% for City Management.
2. There were potential efficiencies that could come from a City Managed facility where some existing staffing could potentially serve the Center as well as current positions within the city.
ii. Following the meeting it was discussed that there is a preference in looking at the third-party management proforma as it leaves open the option for who may operate the facility going forward.

4. <u>Program & Building Layout</u>

a. The updated program and building layout were presented
i. In general, the program was accepted by the Core Team.
b. During this portion of the meeting a robust conversation was had whether the building should include a competition 50M pool instead of the 8-lane x 25 yd pool in the current program.
i. It was requested that the Design Team investigate the viability of the larger pool in terms of site layout and operations review.
c. Concessions were discussed
i. It was requested that the design team look further into the location of a concession area for large events and resolve how appropriate queuing can be provided during these times of use.
d. The Design Team committed to looking into these items for follow-up during the next meeting for review.

5. **Site Design**
    a. It was discussed that the Design Team reviewed alternate site options as part of the due diligence for the project.
        i. The two alternate options were at the northeast corner of Amend Park at the intersection of South Billings Blvd. and Simpson St. across from Newman Elementary School.
    b. Pros and Cons for the alternate sites were presented.
    c. Based on the challenges of the northeast site location it was discussed that the design team circled back to the original site because it is believed to provide the best fit and access for the facility.
        i. The Core Team agreed with this direction.
    d. The original site layout from the 2019 master plan was presented alongside an updated site plan based on the current concept plan.
        i. It was discussed by the design team that this site plan is a starting point for refinement.
        ii. The Core Team agreed with the overall concept and how the facility ties into the area around it and Amend Park.

6. **Architectural Character**
    a. The results from the Blink Exercise from the previous Core Team Meeting were presented.
        i. The Core Team discussed why the top 5 options that were selected resonated with the group for the project. Main items were as follows:
            1. The mixture of modern materials with the warmth of wood was appreciated.
            2. Openness to seeing activities within the space was important.
            3. Having overhangs that created a sense of entry and prominence.
            4. Indoor/Outdoor connections.
        ii. The Core Team also discussed the bottom 5 options. Main talking points were as follows:
            1. Large areas of solid walls do not feel inviting and appear to be closed off from the exterior.
            2. Many of the forms of the buildings are not appropriate for the project site and do not reflect the character of Billings.
        iii. Results where opinions were split were also discussed.
            1. Large overhangs were something that was well received.
            2. Indoor/outdoor connections were positive items and the group discussed how they liked seeing what could be inside the building.
            3. Mixture of materials was important and again the group liked that there were some modern building forms shown that used natural wood.
    b. Initial building massing concepts were shown with the potential overall form for the facility.

i. The team proposes separating the three primary program elements (pools, ice, gym) into main forms with the other program elements connecting them with lower roof heights.
    1. This will let the main program elements stand out.
ii. It was also discussed that the design team is looking to incorporate large overhangs to the main massing elements to make them feel more like the preferred images from the Blink Exercise.

c. Overall, the massing was well received by the Core Team.

7. <u>Next Steps</u>

a. Upcoming Public Meeting Activities
    i. In the evening following the meeting is a public open house to get community feedback
    ii. A&E and Core Team members that would like to speak in support of the project will update the City Council on the progress of the project at the upcoming May 23 meeting
        1. It was discussed that it is important to show team support for council.

b. Design Items
    i. Program revisions to be reviewed
        1. The design team will review the potential for providing a 50M competition pool in lieu of an 8-lane x 25 yd. pool for consideration.
        2. The concession area will be further reviewed for use during large events.
    ii. Proforma Refinement
        1. Jeff King will further refine the proforma based on the feedback from this meeting and potential program updates.
    iii. Site Design
        1. The site design and layout will be further refined and adjusted based on potential program revisions.
    iv. Architecture Design
        1. The conceptual architecture design will be advanced based on feedback from this meeting.

End of Meeting Minutes

Meeting Minutes

Project Name:	SBURD Rec Center – Community Meeting	**Project Number:**	21146.00
Date:	5.10.22	**Time:**	5pm
Location:	Billings Public Library Community Room		

The below notes were compiled via the community discussion. Please see the attached photos for reference.

Two Sheets of Ice (94 votes)

- Opportunity for large youth and adult tournaments
- Utilized by four groups
- Curling and Ice-skating opportunities
- Hockey is a growing sport and would pay for itself
- Opportunity for semi-pro hockey team
- Centennial is too small for our growing community
- Facilitate a strong youth hockey program
- Opportunity for more tourism
- Winter activities in MT are crucial
- Billings should be central to ice sports in MT
- Opportunity for accessibility and para-hockey
- New ice is needed to compete with surrounding communities

50m Competitive Pool (40 votes)

- Short sighted to not do it right the first time
- Combine for competition and leisure
- Bring in revenue and regional money
- Facilitate state and regional tournaments
- Swimming can be a lifelong sport (everyone can benefit)
- Very difficult to upgrade a 25m pool later
- Rocky and MSUB are not long term solutions
- Year round revenue opportunities
- Only one other 50m pool in the state
- Opportunities for swim lessons, geriatric classes, sports competition, rec swimming, etc.
- Competitive Diving
    - Springboard diving
    - Cost effective
    - Lead the way for the whole state by offering a new sport

Additional Seating Capacity (9 votes)

- Upper-level viewing area
- Additional seating in rink area
- Know minimums spectator sizes for competitions

Additional Court Suggestions (8 votes)

- Pickleball Courts
    - Billings Pickleball Association has over 200 members
    - Fastest growing sport in US
    - Indoor and outdoor court space
- Indoor Circle Track
- Beach Volleyball Court

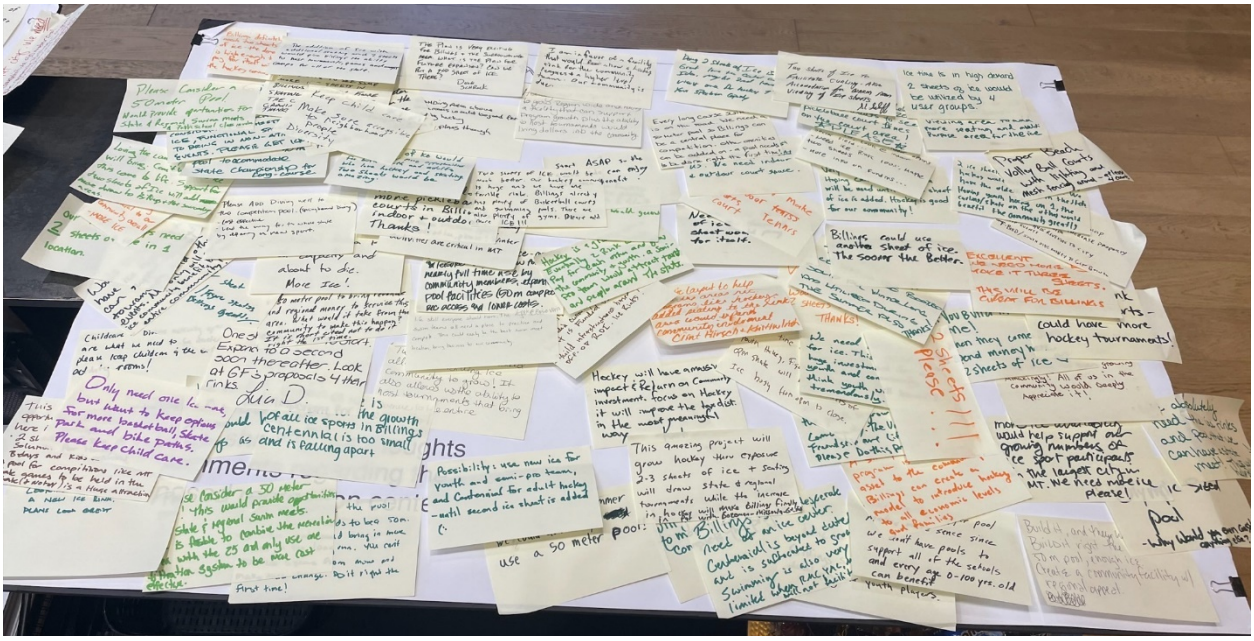
Childcare Opportunities

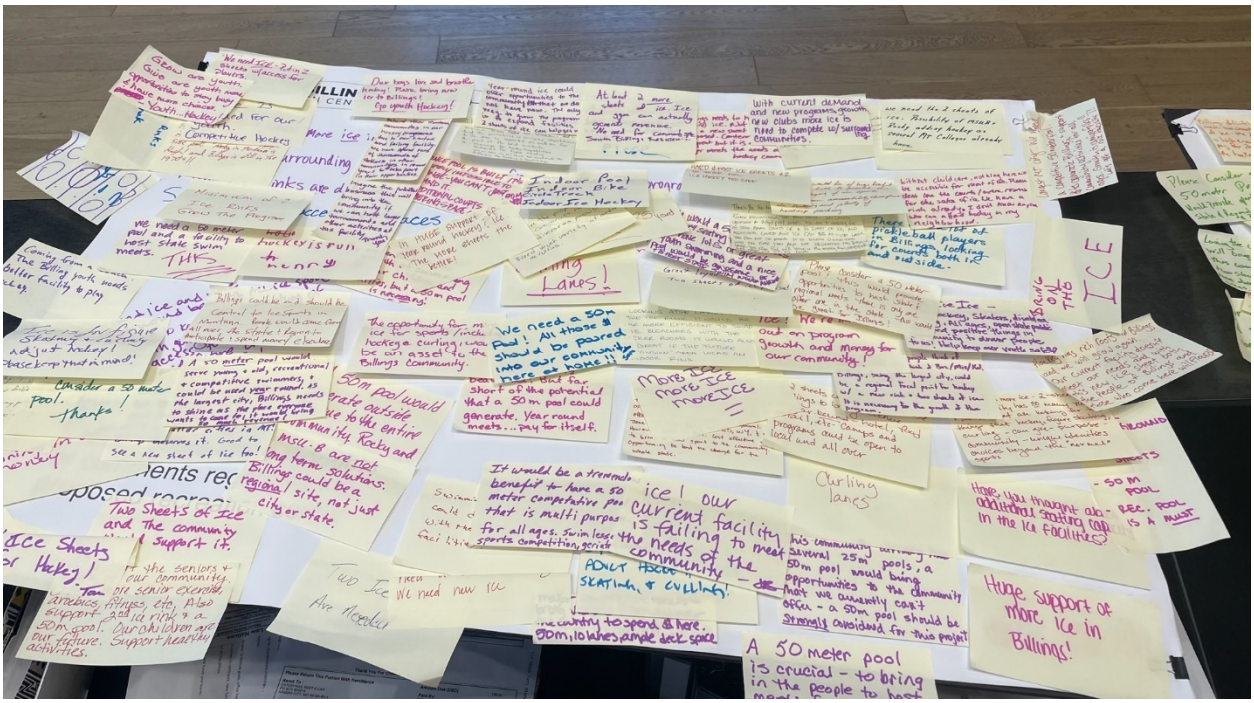
- Would make the center more accessible to everyone
- Provide more community opportunities

Below are the suggestions taken from the community discussion and the tally for each suggestion)

Suggestion	Tally
Two Sheets of Ice	**94**
Curling Lanes	6
Figure Skating	3
50m Pool	**40**
Competitive Diving	3
Additional Seating Capabilities	**9**
Upper-level viewing area	3
Additional Court Suggestions	**8**
Pickleball Courts	5
Indoor Circle Track	2
Beach Volleyball Court	1
Childcare Opportunities	**5**
Diverse Space	**6**
Indoor Playground Space	1
Geriatric Classes	1
Special Needs Opportunities	1
Activity/Community Rooms	2

END OF NOTES


Only need one ice
Please keep child care.
Hockey will have an economic impact & Return on Community investment. focus on Hockey
This amazing project will grow hockey thru expansion
use a 50 meter pool:
Billings could use another sheet of ice. The sooner the Better.
Thanks!
Please Consider a 50 meter pool!
Make Sure Changerooms for Family-Friendly
Lanes!
Curling lanes
ADULT HOCKEY - SKATING & CURLING!
A 50 meter pool is crucial - to bring in the people to


We need a 50m Pool! All those $ should be poured into our community!! Here or home!!
More ice more ice more ice
ice! our current facility is failing to meet the needs of the community
Huge support of more Ice in Billings!
A 50 meter pool is crucial - to bring in the people to
Lanes!
Curling lanes

Meeting Minutes

A&E will rely on these notes as the approved record of matters discussed and conclusions reached unless written notice is received by A&E within 10 calendar days of the issue date of these notes.

Project Name:	South Billings Recreation Center	**Project Number:**	21146
Meeting Location:	Billings Public Library	**Date:**	06/15/2022
Meeting Subject:	Core and Executive Meeting 5	**Prepared By:**	Nicole Andersson
Attending:			

- **Attendees**
  - Design Team
    - Dusty Eaton, A&E
    - Nicole Andersson, A&E
    - Kevin Armstrong, BRS
    - Jeff King, Ballard King & Associates
  - Core Team
    - Jim Tevlin, SBURA
    - Ron Spence, TBID Board, BHCC
    - Paul Reinhardt, Billings & Rec
    - Chuck Platt, Parks Board
    - Chris Martin, PRPL
    - Brad Knutson, PRPL
    - Dan McKinney, PRPL
    - Andrew Houlihan, SBURA
    - Kevin Nelson, SWCT
    - Shaun Seedhouse, Ice Community
    - Jennifer Brown, PRPL
    - Thelma McClosky Armstrong, Community Member
    - Dick Zier, SBURA
    - Sean Marshal, Billings Aquatic Club
  - Executive Team
    - Mark Jarvis, PRPL – Was Mark at the last meeting?
    - Dick Zier, SBURA
    - Michael Whitaker, PRPL
    - Kory Thomson, PRPL
    - Wyeth Friday
  - Also, in attendance
    - Chris Kukulski

Notes

1. **Status of Project**
    a. Dusty reviewed the outcome of the previous executive meeting, which was to include a 50M pool in the program
    b. The previous city council meeting was reviewed:
        i. Overall, the council was in favor of the plan
        ii. Consensus that the planning committee should 'go big' and get it right the first time
        iii. A second sheet of ice can be added in the future, but the pool can not be expanded
2. **Presentation of 'Base Option'**
    a. Sean M. would like to understand the additional income generated from the 50M pool, along with cost recovery and expenses
        i. Jeff King and consultants can begin to provide more exact numbers after final program has been decided on
        ii. The next report will provide another level of detail
        iii. It is hard to split off revenue by program
    b. Sean M. proposed no need for bulkheads at the pool
        i. Three areas: boys, girls, and warm-up
    c. Andrew H. agreed that each user group has information to provide Jeff King for his analysis
    d. Thelma – was the building shifted on site?
        i. No, the building fits within the property line and this design version did not shift the building on the site
    e. Was a second ice sheet considered when the executive team decided on base option?
        i. Yes, it was considered. The rationale for not including the second sheet of ice was because it is easier to add a sheet than expand a pool
    f. How many spectators at the pool?
        i. 500 spectators
            1. Additional roll-out bleachers can be brought out to accommodate a larger crowd
        ii. Typical tournament will have 2,200 people, but split up between sessions, roughly 3 hours each
    g. Thelma A. agreed that the 'base option' makes sense because you can't 'go back' and add more pool.
        i. Bozeman is building a 50 M
        ii. Missoula and Helena are only other places in Montana with 50M but both outside
    h. Jim T. suggests out of the box thinking with swim programs
    i. Sean M. explained that you can plan the pool to have no downtime; include programs like wave runner and underwater hockey
    j. Thelma – what is the life expectancy of a building like this?
        i. 30-50 years depending on how well it is maintained.
        ii. 10-year replacement expected for major equipment

iii. Capital improvements is a big cost and consideration

k. Shaun S. – city council encouraged us to go bigger, so who is telling us to stay under $100M?
l. Michael W. – no one is limiting the budget and it is the big unknown with what other projects will be on the capital bond like the community parks development projects
m. Wyeth F. reminded the group: Are we meeting all the primary needs? Is the program matching up with the survey?
n. Shaun S. mentioned that centennial only has 5 years left
o. Dick Zier – Sports Plex is a vacant building that could house a hockey rink
    i. $3.7 M, 40,000SF (under $100/ SF)
p. Jim T. agreed that it is worth exploring because converting the building to an ice rink would not be expensive, because there's not a lot of parking it could be used as practice rink
q. Andrew H. – would this be included in the bond? Or would this be part of SBURA?
r. Dick Z. – it could be both
s. Wyeth brought up questions about the structural integrity of the Sports Plex building
t. Thelma believes that the presented plan meets the goal of the multi-generation facility at all levels; users can find ways to meet their needs; 'I support this plan' and 'I get nervous' if we go bigger
u. There is a concession planned that will function as an inside/ outside area
    i. Kevin N. believes that there are other viable options for the concessions and questions whether it needs to be in this program
v. Thelma mentioned the concern of the council members regarding private fitness; the design team and committee needs to investigate this
w. Jennifer B. - the pool must be in the program because it meets the standard of a recreational facility

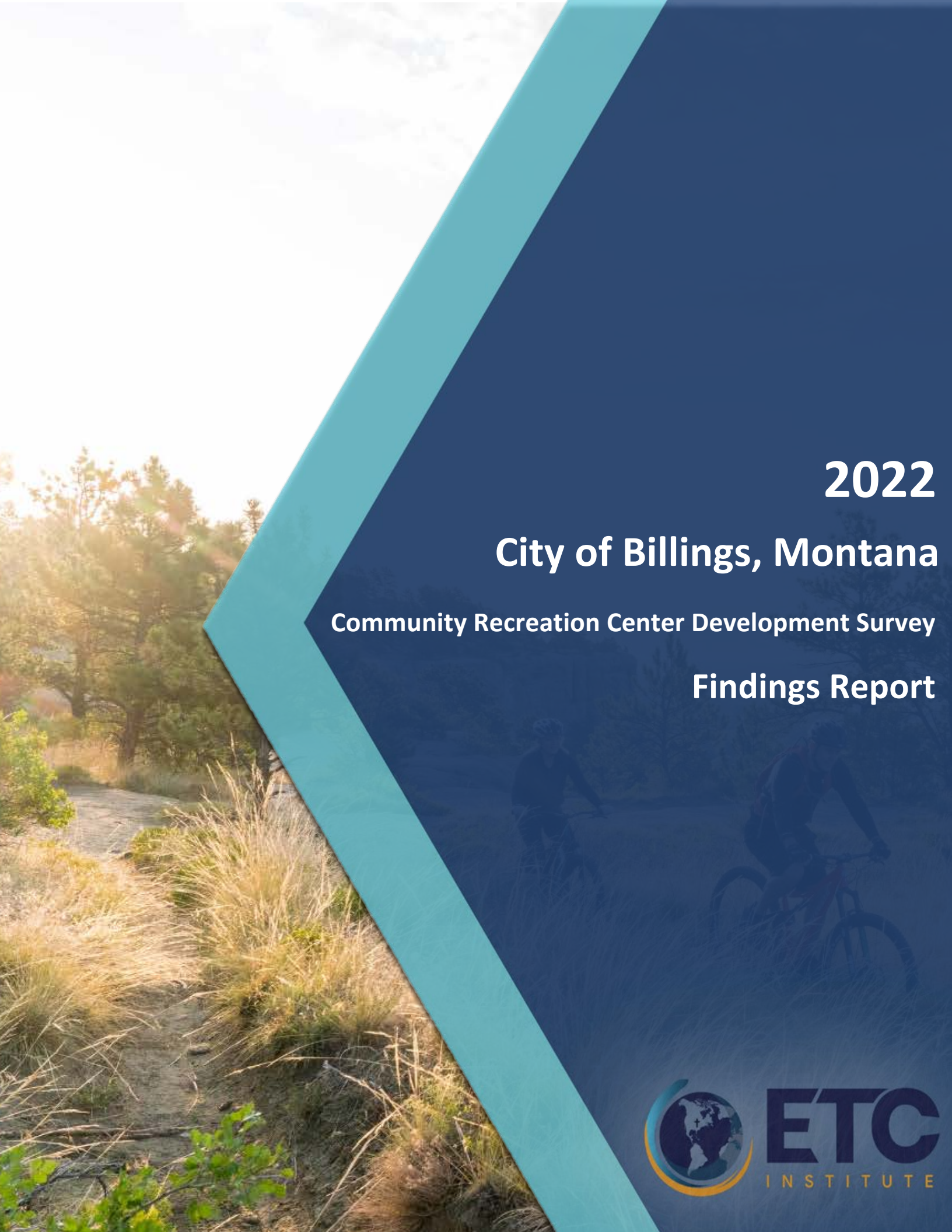
3. <u>Presentation of Site and Building Design</u>

a. Is there a dedicated area for bus parking?
    i. Yes, this could be planned for the north parking lot
b. Where would second mechanical ice go?
    i. It would need to be planned adjacent to the second ice rink
c. Mechanical units are noisy and should be considered by the design team, especially in regard to the neighboring sites like the hotel
d. Kevin N. wonders if we can add the second ice as an addendum
e. Andrew H. – for second sheet, the bond would be close to $150M; alternatively, the second ice sheet can be privately funded
f. Thelma reminds that this project is a multi-generational facility and not an amateur sports complex
g. For second sheet of ice, the cost goes up from $94M to $110M and that is conservative estimate because conditions are so unknown
h. There is an operational efficiency with the second sheet of ice
i. Kevin N. sees Billings growing and not going backwards and sees this recreation center as an opportunity
j. Dusty – there is a fine balance with the program; are people going to think it is too big to vote for it or can we effectively sell it?

k. Paul R. – there can be a financial barrier for ice sports more so than other sports
l. Shaun S. – ice is more accessible than just hockey
m. Dick Z. – the second ice sheet planned for a project in South Dakota 30 years ago was never built
    i. Makes motion to vote for a second sheet of ice
n. Ron S. – concerned that only one event can be brought in at a time; the economic impact of this facility will be huge by filling up hotels; votes for 2 sheets of ice
o. Jim T. – we must make a recommendation to city council and then it comes down to a vote
p. The structure of these teams is that the core team must make a recommendation to the executive team
q. Thelma – reminds everyone to keep in mind the community and people who can't afford to use this facility; is it a rec center or sports complex?
r. Kory – we need business community's support to market the project
s. Vote for second sheet of ice: 11 in favor is the majority
t. Michael W. – We need to be sensitive about who is paying for this facility. We need to keep it small enough to get it to pass.
u. Dusty reminds everyone that whatever is in the bond is outside our scope of work and must keep it a separate conversation.

4. **Next Steps:**
    a. The design team will reconvene with the executive team to make a final decision
    b. Final design document will be presented remotely on July 5th.

End of Meeting Minutes



2022

City of Billings, Montana

Community Recreation Center Development Survey

Findings Report

ETC INSTITUTE

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Executive Summary

2022 City of Billings Parks and Recreation Needs Assessment Survey Executive Summary

Overview

ETC Institute administered a Parks and Recreation Needs Assessment Survey for the City of Billings Parks and Recreation Department during the winter of 2022. The survey will help the Billings City Parks and Recreation Department plan for future recreation programs and facilities that meet the community's needs and preferences.

Methodology

ETC Institute mailed a survey packet to a random sample of households in the City of Billings. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at *ICPRSurvey.org*.

Ten days after the surveys were mailed, ETC Institute sent emails, text messages, and placed phone calls to the households that received the survey to encourage participation. The emails and text messages contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of the City of Billings from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not included in the final database for this report.

The goal was to complete a minimum of 300 completed surveys from City residents. The goal was far exceeded with 555 completed surveys collected. The overall results for the sample of 555 households have a precision of at least +/-4.2 at the 95% level of confidence.

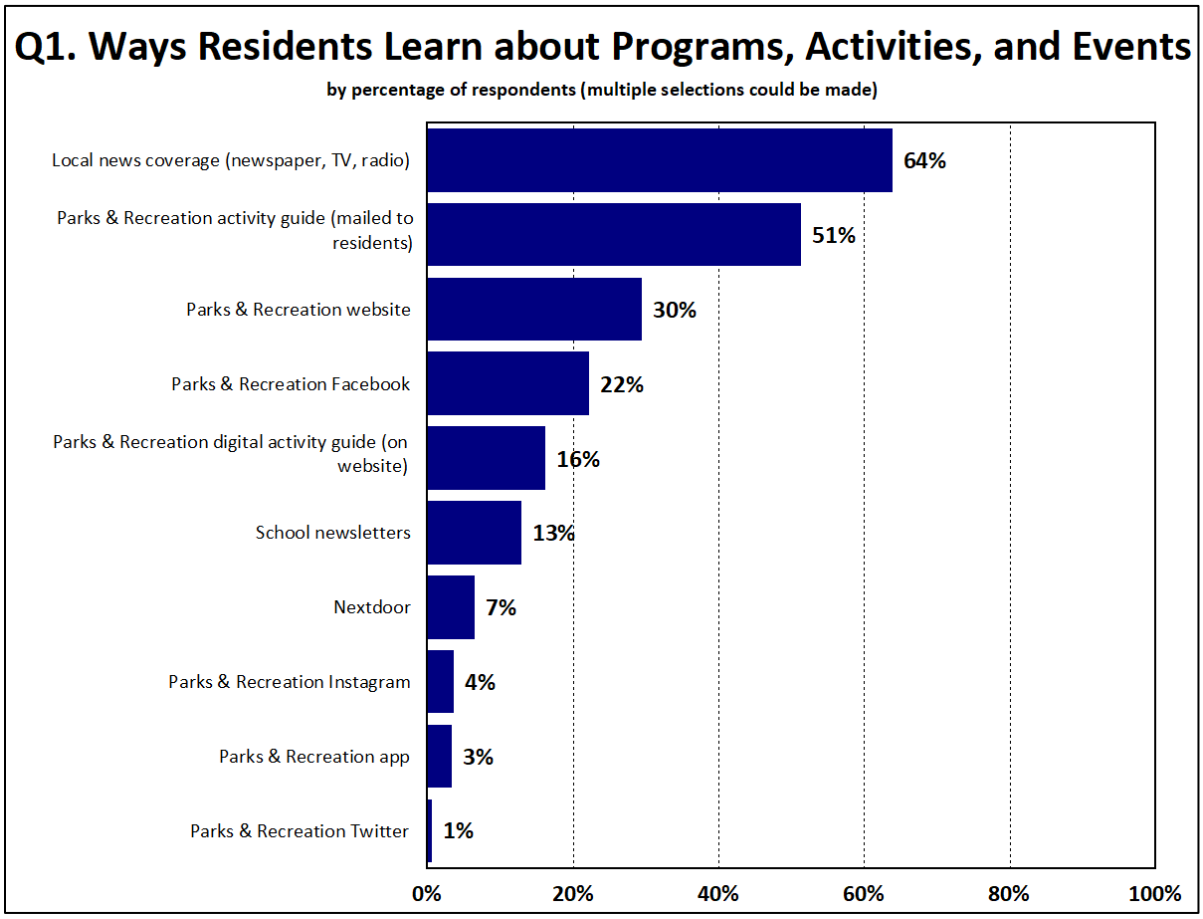
This report contains the following:

- Charts showing the overall results of the survey (Section 1)
- Priority Investment Rating (PIR) that identifies priorities for facilities and programs (Section 2)
- Tabular data showing the overall results for all questions on the survey (Section 3)
- A copy of the survey instrument (Section 4)

The major findings of the survey are summarized on the following pages.

Parks and Recreation Communications

Respondents were asked to indicate all the ways they learn about City of Billings Parks and Recreation programs and activities. Local news coverage (newspaper, TV, radio) at 64% and Parks and Recreation activity guide (mailed) at 51% were selected most often. These were also the two most preferred methods of communication at 65% and 56% respectively. More than a quarter of respondents also selected the Parks and Recreation website (36%), Facebook page (32%), and digital activity guide (27%) in their top 3 preferred communication methods. The chart below shows the ways residents most often learn of Parks and Recreation programs, activities, and events.



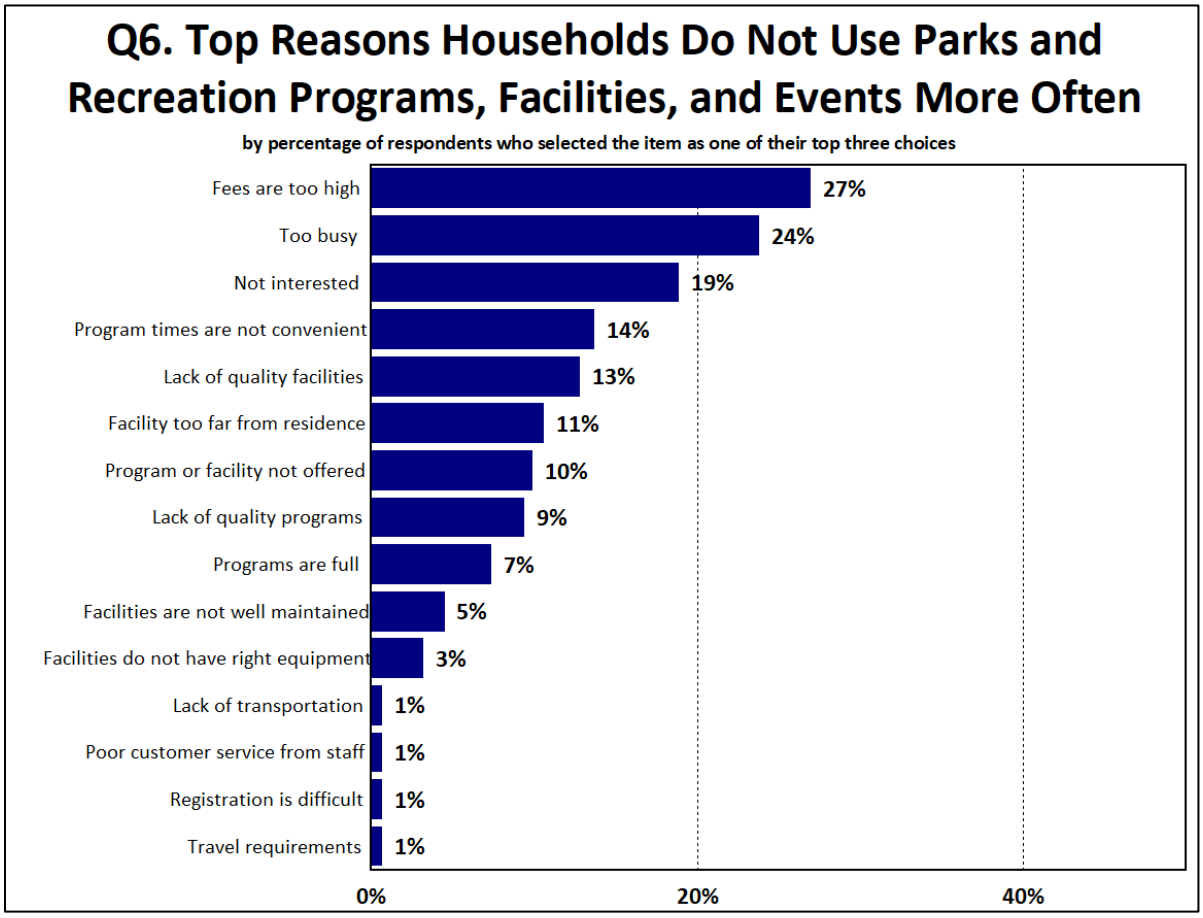
Facilities and Amenities Use

Frequency of Use. Respondents were asked to indicate how often their household had used the Parks and Recreation facilities within the past 12 months. The three most common responses were fairly evenly split at several times per week (22%), less than once a month (24%), and never (24%). Daily was selected least often at 5%.

Organizations used. The most common organizations used for their recreational facilities were private health and fitness clubs (47%), Billings Parks and Recreation (36%), the YMCA (28%), and public/private schools (25%).

Barriers for use. The top three reasons respondents did not utilize Billings Parks and Recreation programs, facilities, and events are high fees (27%), busy schedules (24%), and lack of interest (19%). Travel requirements, difficulty with registration, poor customer service, and lack of transportation were not indicated as major barriers to participation—each were selected by less than 1%.

The chart below the top three reasons households do not use Billings Parks and Recreation programs, facilities, and events more often.



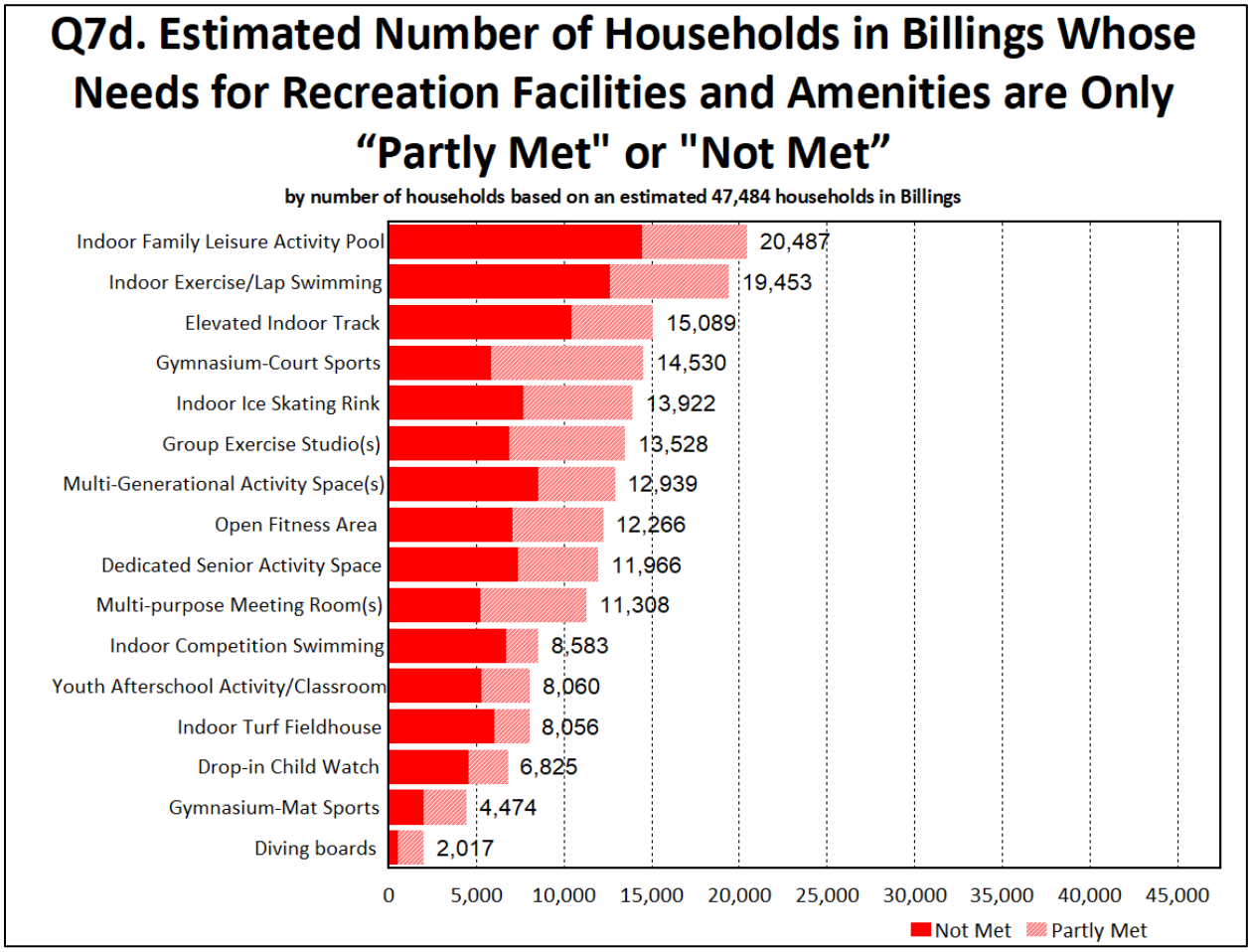
Recreation Center Facility and Amenity Needs and Priorities

Recreation Center Amenity Needs: Respondents were asked to identify if their household had a need for 15 recreation amenities and to rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various amenities.

The three recreation center amenities with the highest percentage of households that have an unmet need were:

1. Indoor Family Leisure Activity Pool – 20,487 households (43%),
2. Indoor Exercise/ Lap Swimming – 19,453 households (71%), and
3. Elevated Indoor Track – 15,089 households (32%).

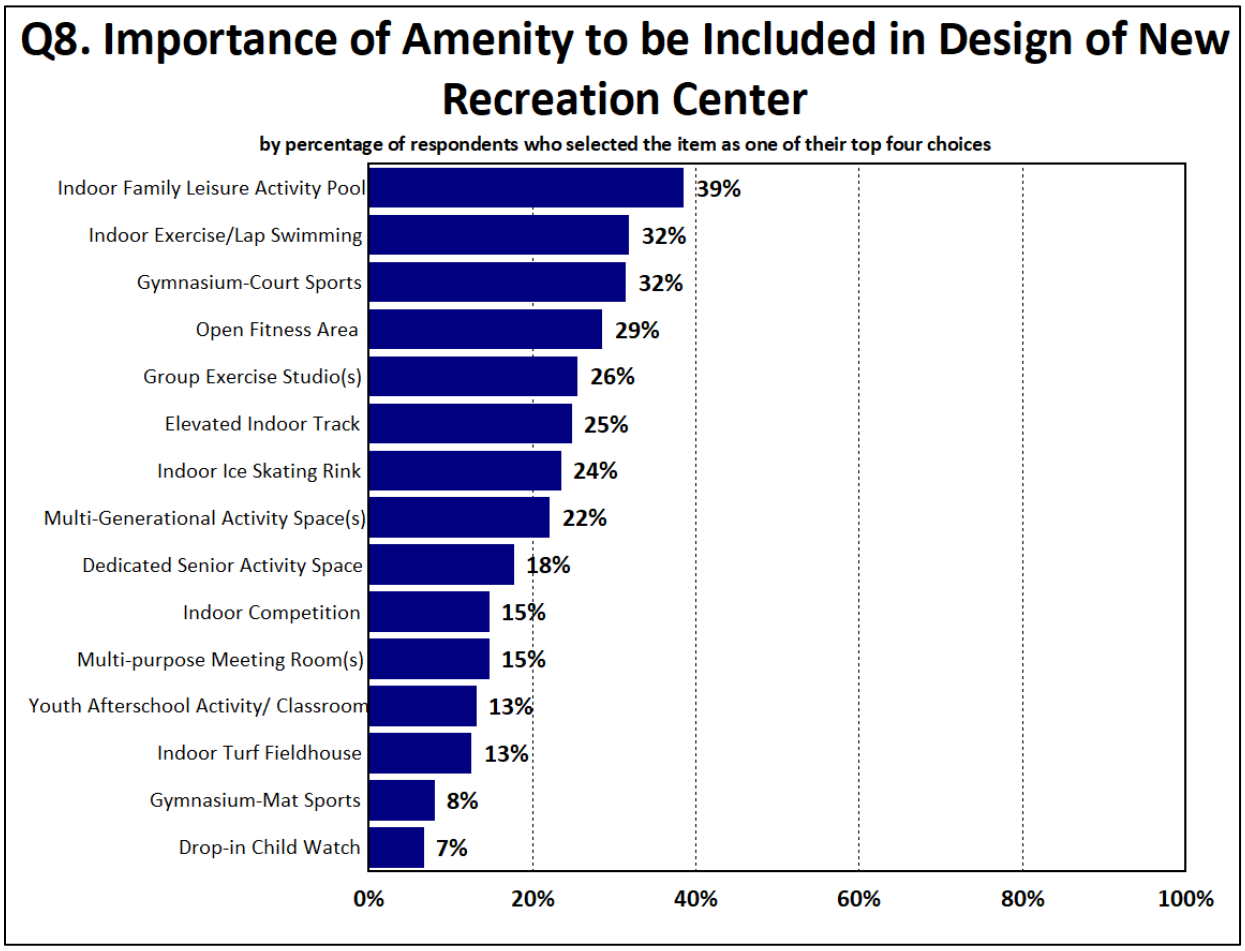
The estimated number of households that have unmet needs for each of the 15 recreation center amenities assessed is shown in the chart below.



New Recreation Center Amenity Importance: In addition to assessing the needs for each recreation center amenity, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, the three most important amenities to residents in a new recreation center were:

1. Indoor Family Leisure Activity Pool (39%),
2. Indoor Exercise/ Lap Swimming (32%), and
3. Gymnasium-Court Sports (32%)

The percentage of residents who selected each amenity as one of their top four choices is shown in the chart below.



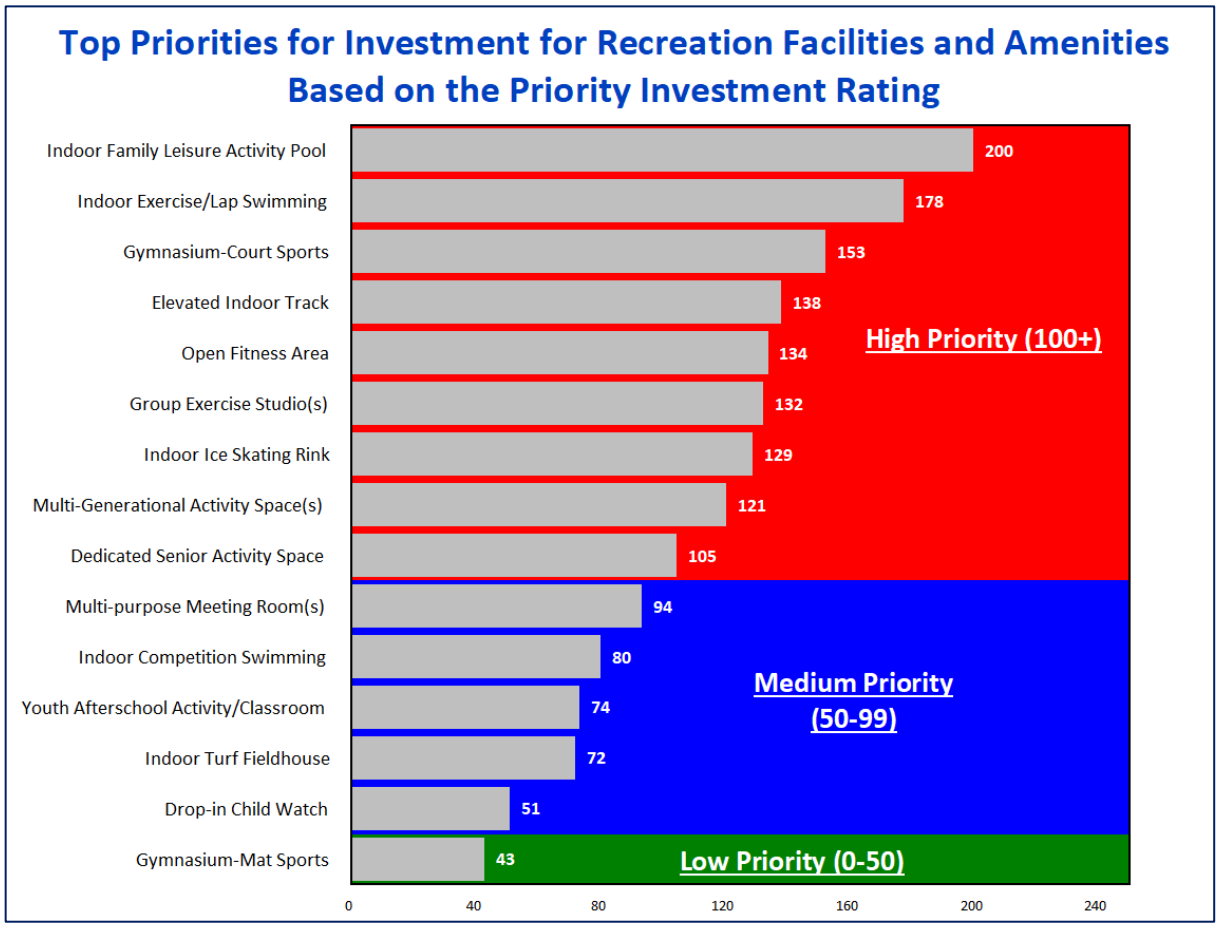
Top Programs. Respondents were asked to select the top four programs/services of highest interest to their household. The top four choices were fairly evenly split: drop-in fitness and wellness classes and open swimming/aquatic exercise classes were selected most often (25%), followed by adult recreational swimming (23%), adult recreational court sports, organized group fitness and wellness classes, senior programs, and adult enrichment classes with 22%, and events and special functions was selected fourth most often at 19%.

Priorities for Facility Investments: The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weights (1) the importance that residents place on amenities and (2) how many residents have unmet needs for the amenity. [Details regarding the methodology for this analysis are provided in Section 2 of this report.]

Based the Priority Investment Rating (PIR), the following recreation center amenities were rated as high priorities for investment:

- Indoor Family Leisure Activity Pool (PIR=200)
- Indoor Exercise/Lap Swimming (PIR=178)
- Gymnasium- Court Sports (PIR=153)
- Elevated Indoor Track (PIR=138)
- Open Fitness Area (PIR=134)
- Group Exercise Studio(s) (PIR=132)
- Indoor Ice-Skating Rink (PIR=129)
- Multi-Generational Activity Space(s) (PIR=121)
- Dedicated Senior Activity Space (PIR=105)

The chart below shows the Priority Investment Rating for each of the 15 recreation center amenities assessed on the survey.

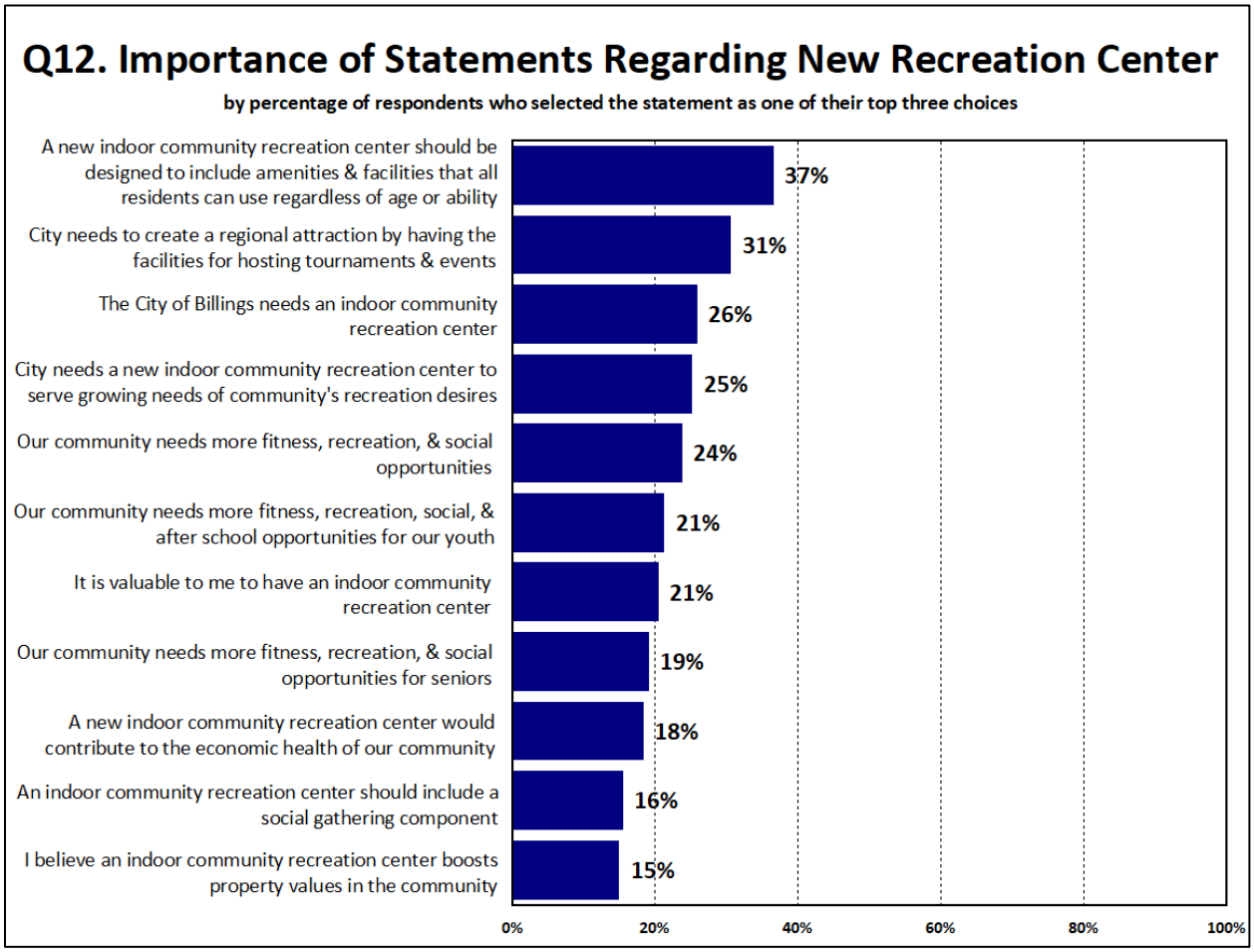


New Recreation Center Beliefs

Level of Agreement. Respondents were asked to indicate their level of agreement regarding various statements about recreation and a new recreation center. Most respondents either agreed or strongly agreed with each of the statements: "A new indoor community recreation center should be designed to include amenities and facilities that all residents can use regardless of age or ability" received the highest level of agreement (91% either agreed or strongly agreed) and "An indoor community recreation center should include a social gathering component" received the fewest (70% either agreed or strongly agreed).

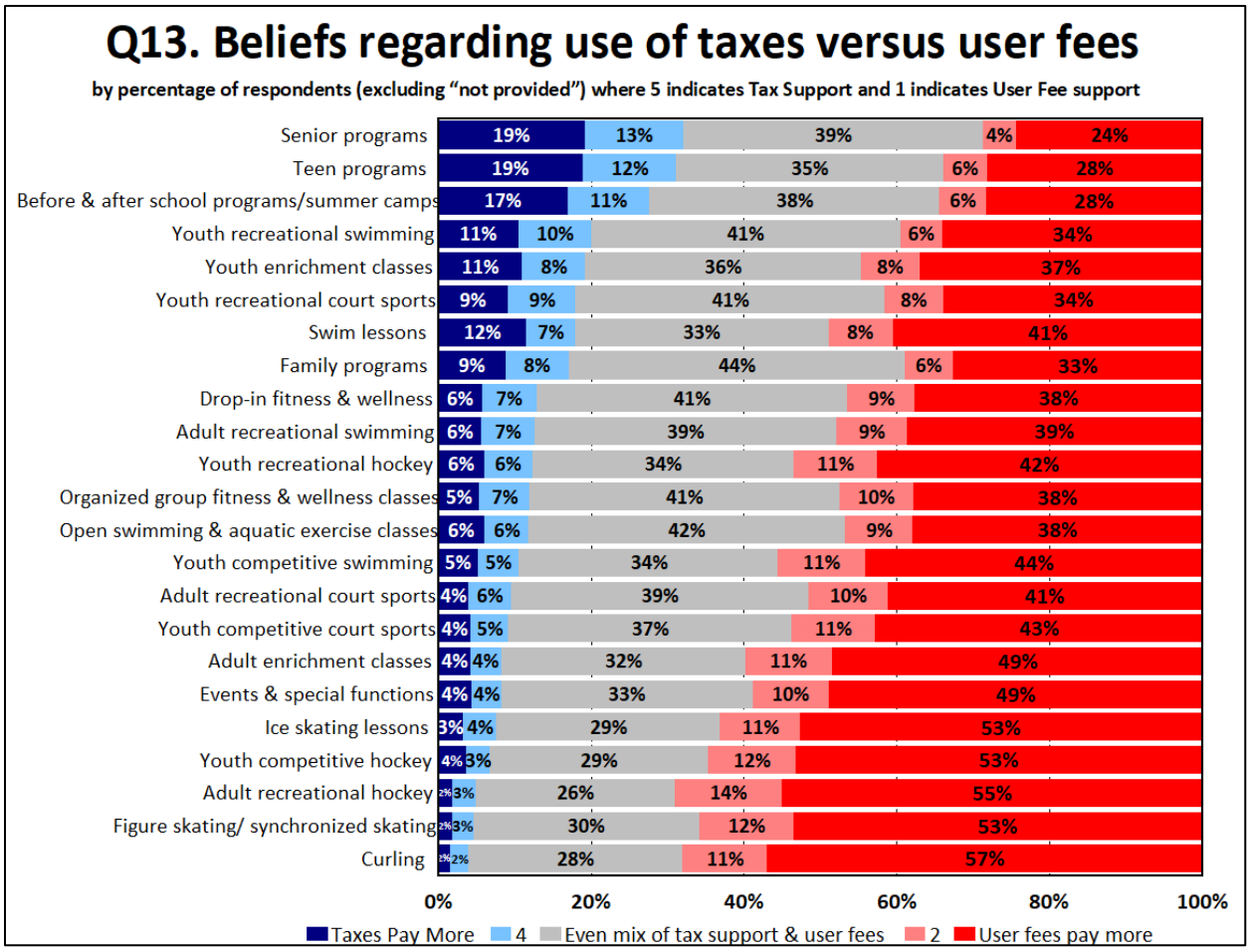
Level of Importance. Using the same statements, respondents were asked to select the three statements of highest importance. Three top selected choices were:

- "A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability" (37%),
- "City needs to create a regional attraction by having the facilities for hosting tournaments & events" (31%) and
- "The City of Billings needs an indoor community recreation center" (26%).



Use of Taxes versus User Fees

Balance of Taxes versus User Fees. Respondents were asked to indicate on a scale of 1 to 5 how 23 programs and amenities should be funded, with 5 being more tax support, 3 being an even mix of tax and user fees, and 1 being more user fees. Nine categories (39%) had "An even mix of tax support and user fees" selected most often: senior programs (39%), teen programs (35%), before and after school programs/ summer camps (38%), youth recreational swimming and court sports (41%), family programs (44%), drop-in fitness & wellness (41%), organized group fitness and wellness classes (41%), and open swimming and aquatic exercise classes (42%). The other 14 categories (61%) had "User fees pay more" most often selected.



Additional Findings

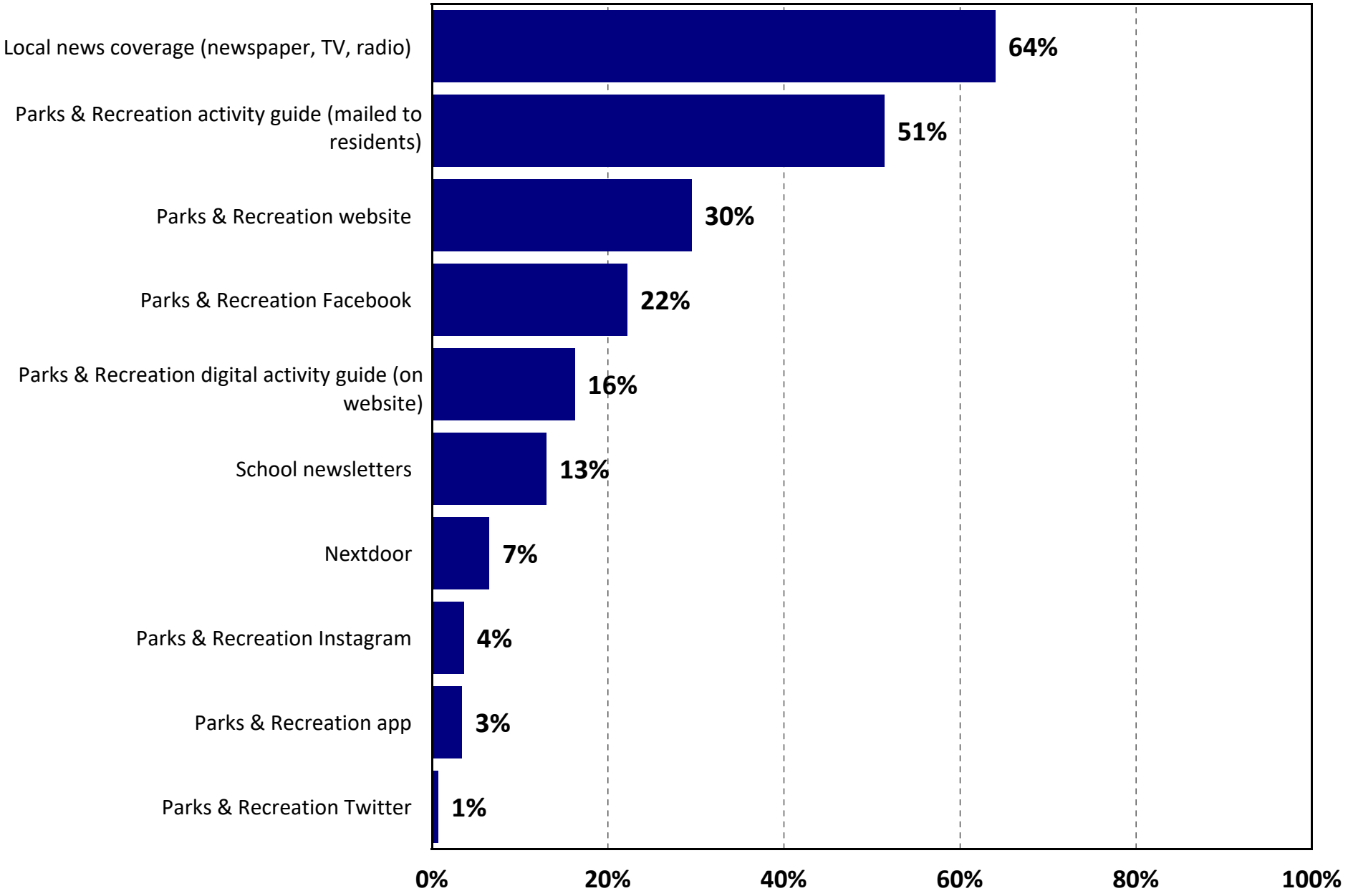
Willingness to Travel. Respondents were asked how far they would be willing to travel to utilize a facility with amenities most important to their household. Most respondents (69%) were willing to travel up to seven miles, with 34% willing to travel less than 5 miles and 35% willing to travel 5-7 miles. Only 10% of respondents were willing to travel more than 10 miles.

Indoor League Sports. 18% of respondents indicated that someone in their household participates in an indoor league sport. Of those participating residents, more than half (54%) would be willing to pay a higher league fee for the use of a new indoor recreation facility that meets their needs: 31% would be willing, and 23% would be very willing. 17% of respondents would be either not willing or not at all willing to pay a higher league fee.

2 Charts and Graphs

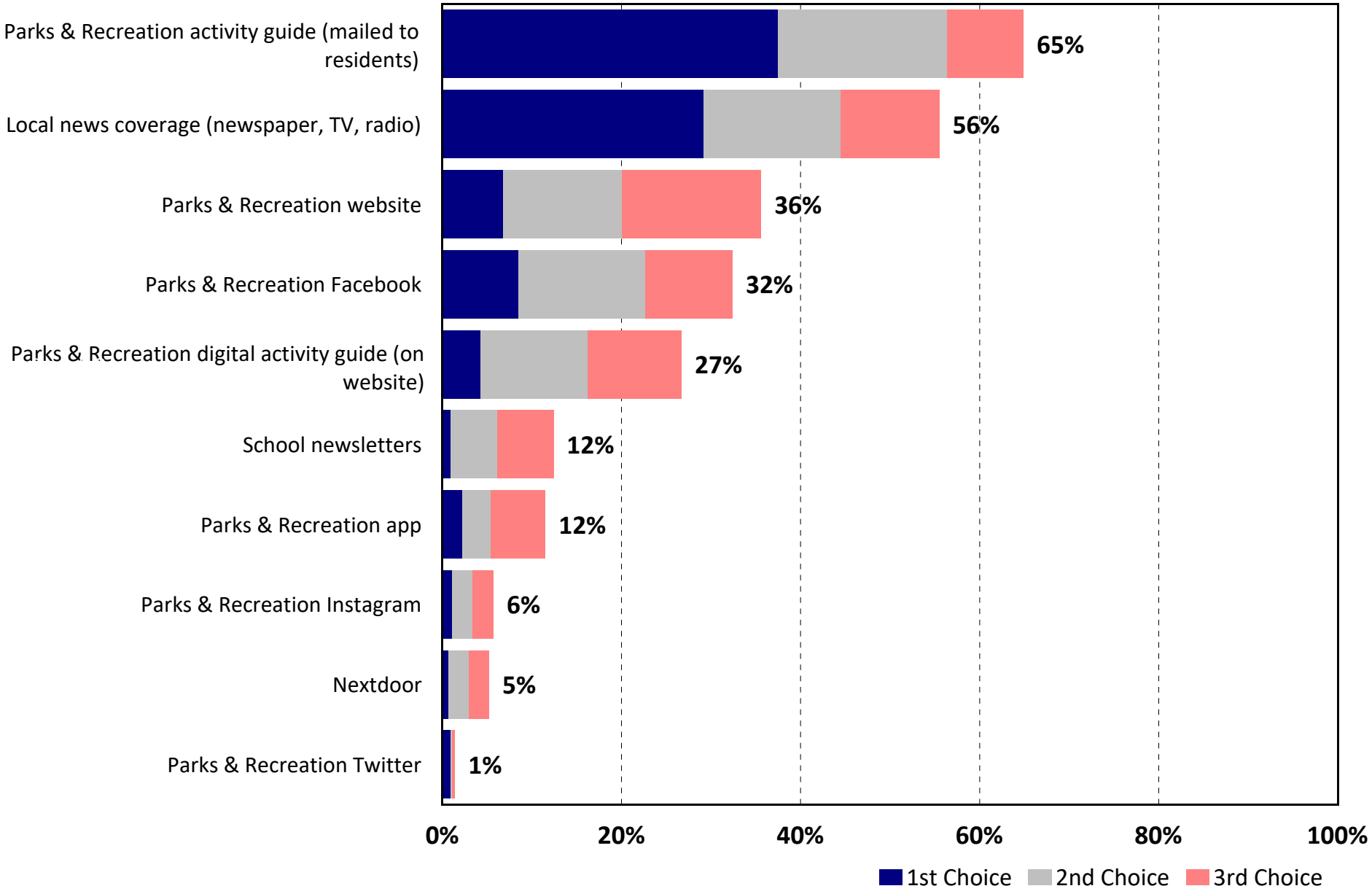
Q1. Ways Residents Learn about Programs, Activities, and Events

by percentage of respondents (multiple selections could be made)



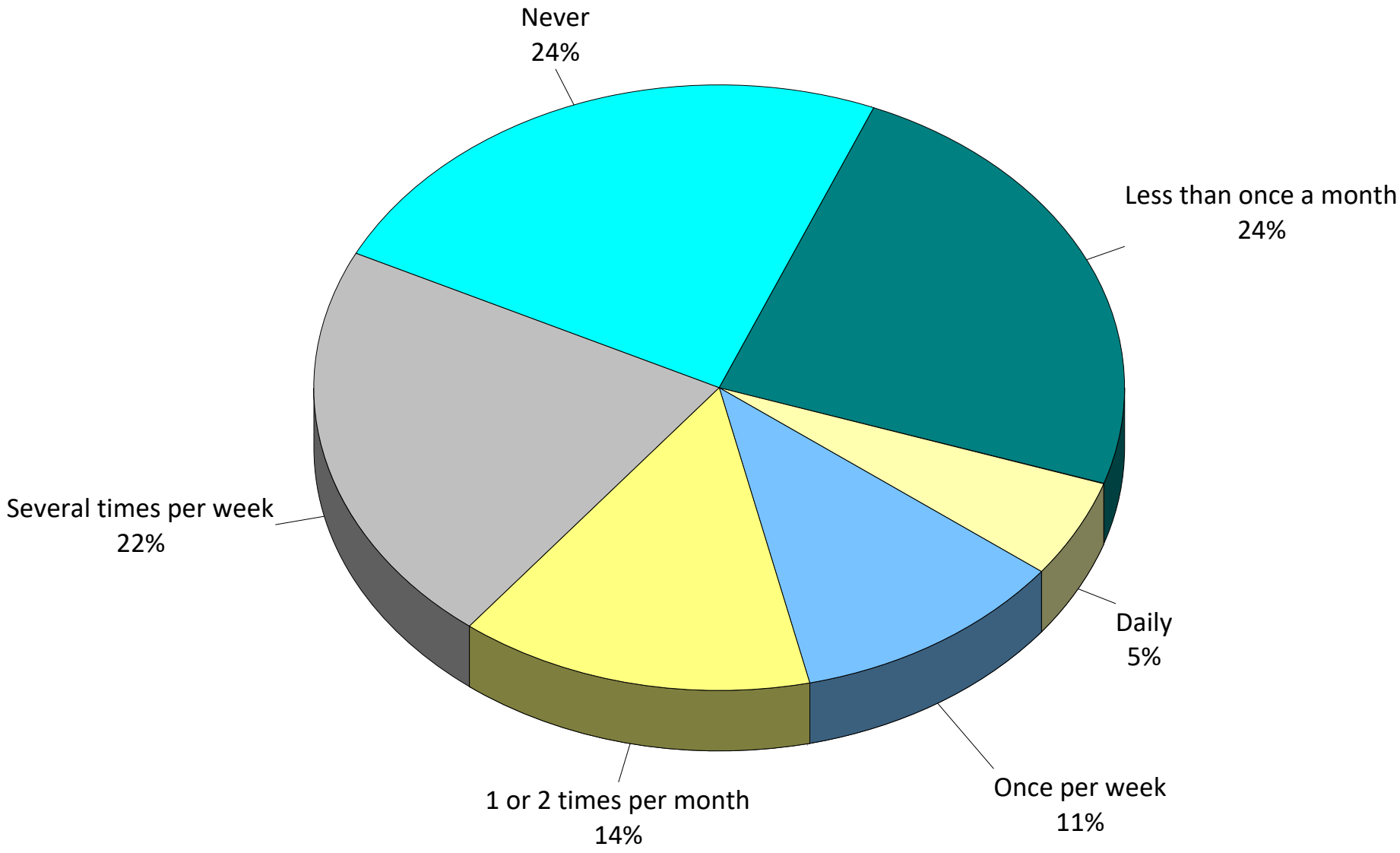
Q2. Preferred Communication Method

by percentage of respondents who selected the item as one of their top three choices



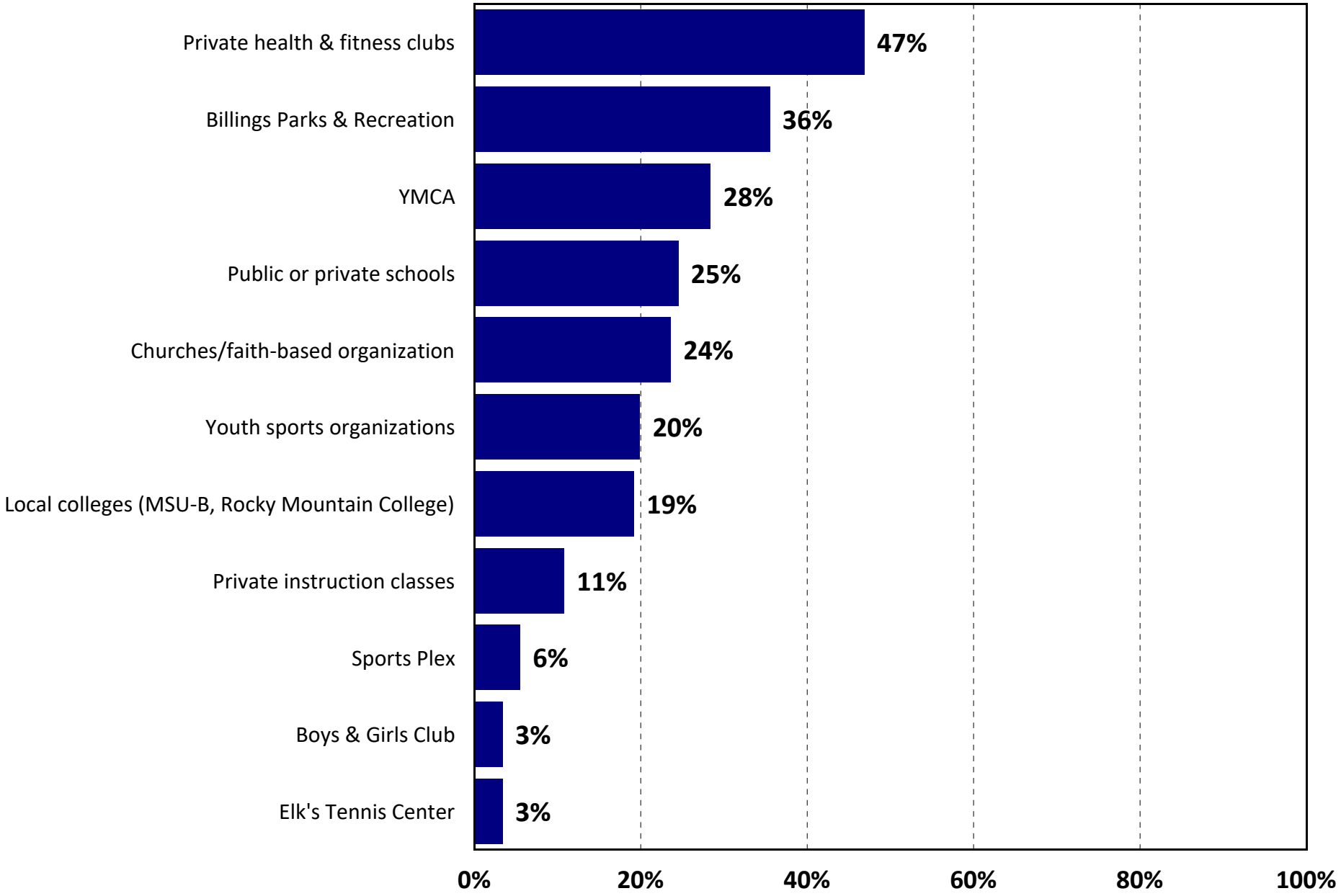
Q3. Facilites Frequency of Use Over Past Year

by percentage of respondents (excluding "not provided")



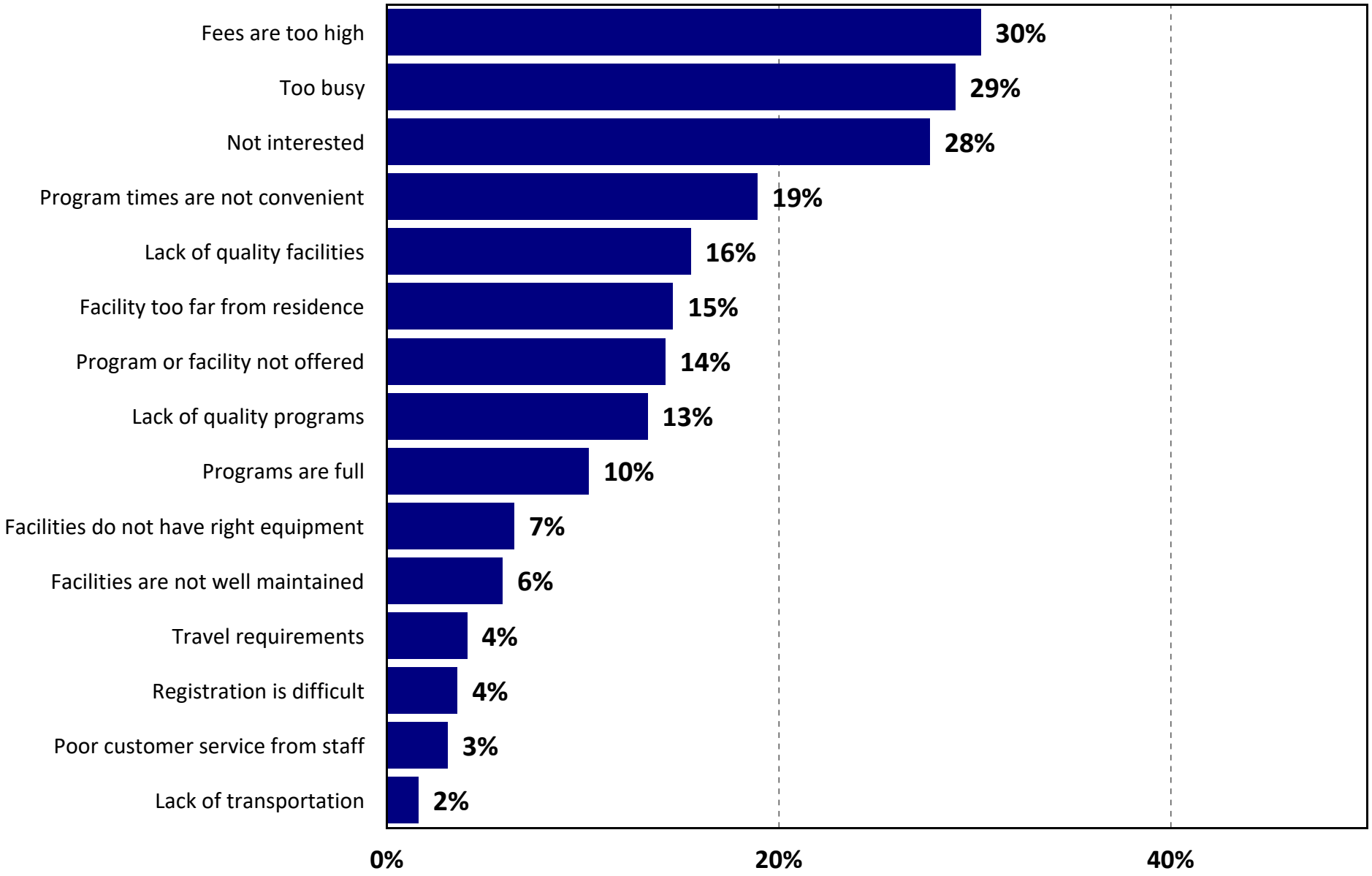
Q4. Outside Organizations Used for Facilities

by percentage of respondents (multiple selections could be made)



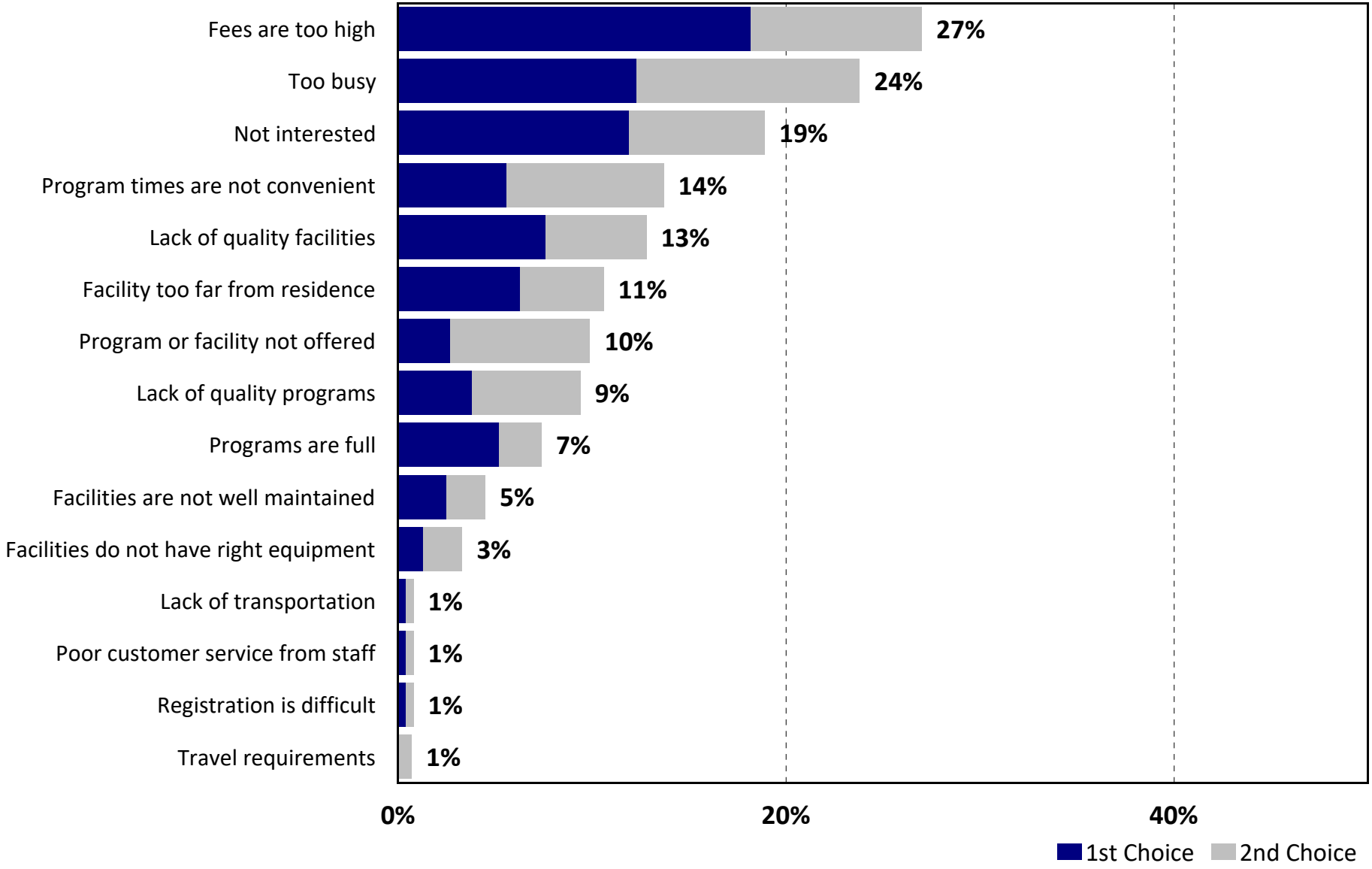
Q5. Reasons Households Do Not Use Parks and Recreation Programs, Facilities, and Events More Often

by percentage of respondents (multiple selections could be made)



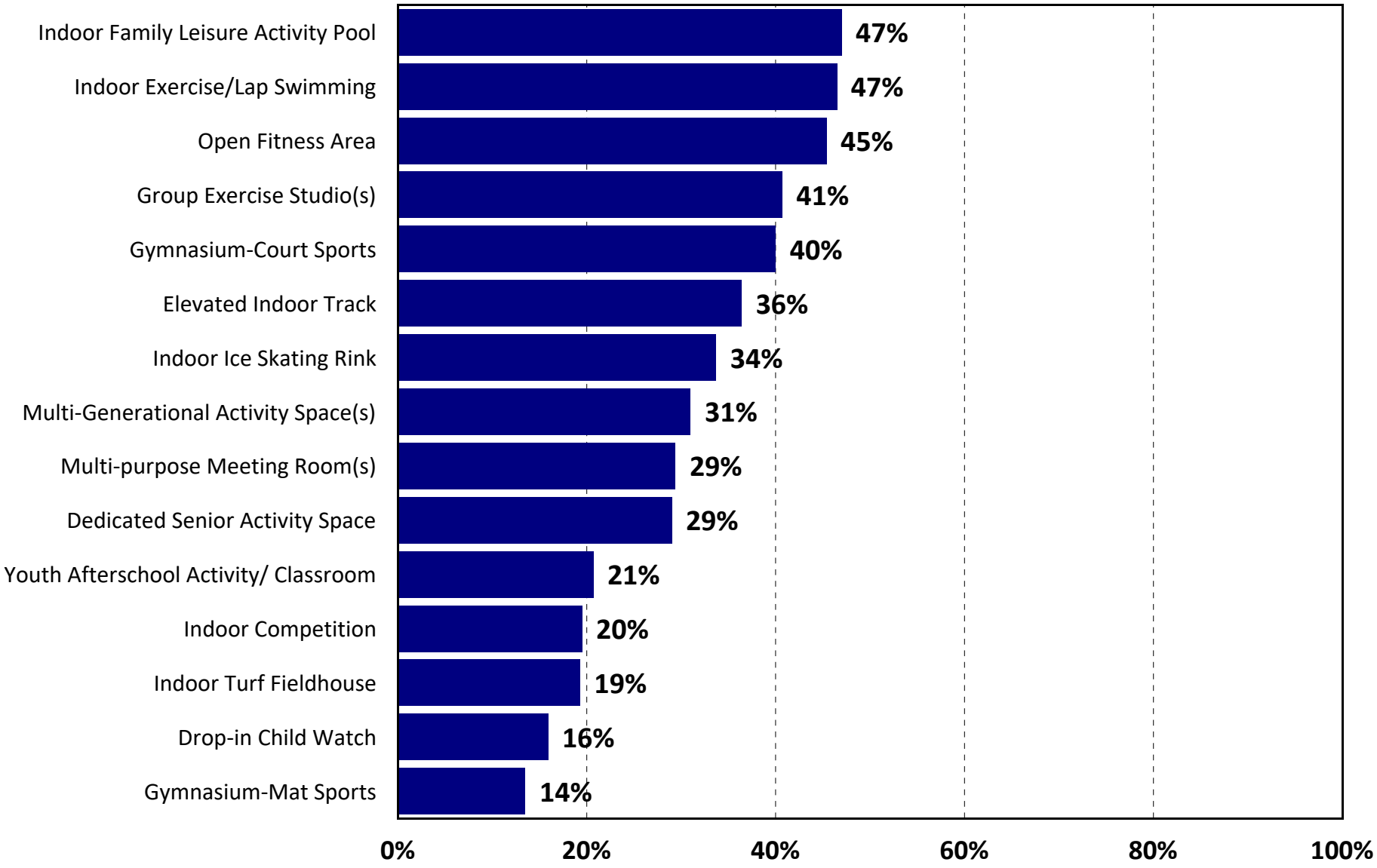
Q6. Top Reasons Households Do Not Use Parks and Recreation Programs, Facilities, and Events More Often

by percentage of respondents who selected the item as one of their top three choices



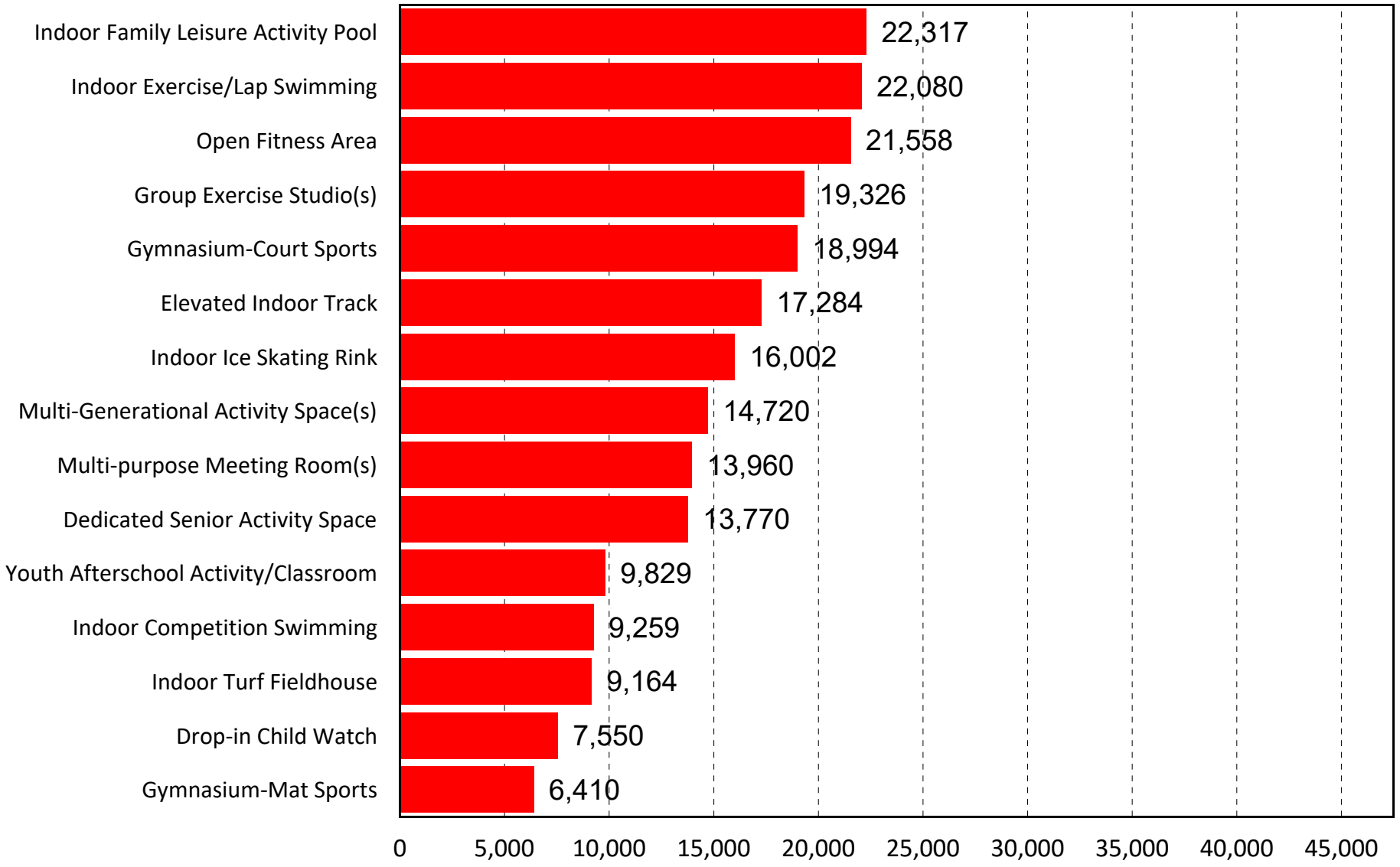
Q7a. Percentage of Respondents That Have a Need for Recreation Facilities and Amenities

by percentage of respondents (multiple selections could be made)



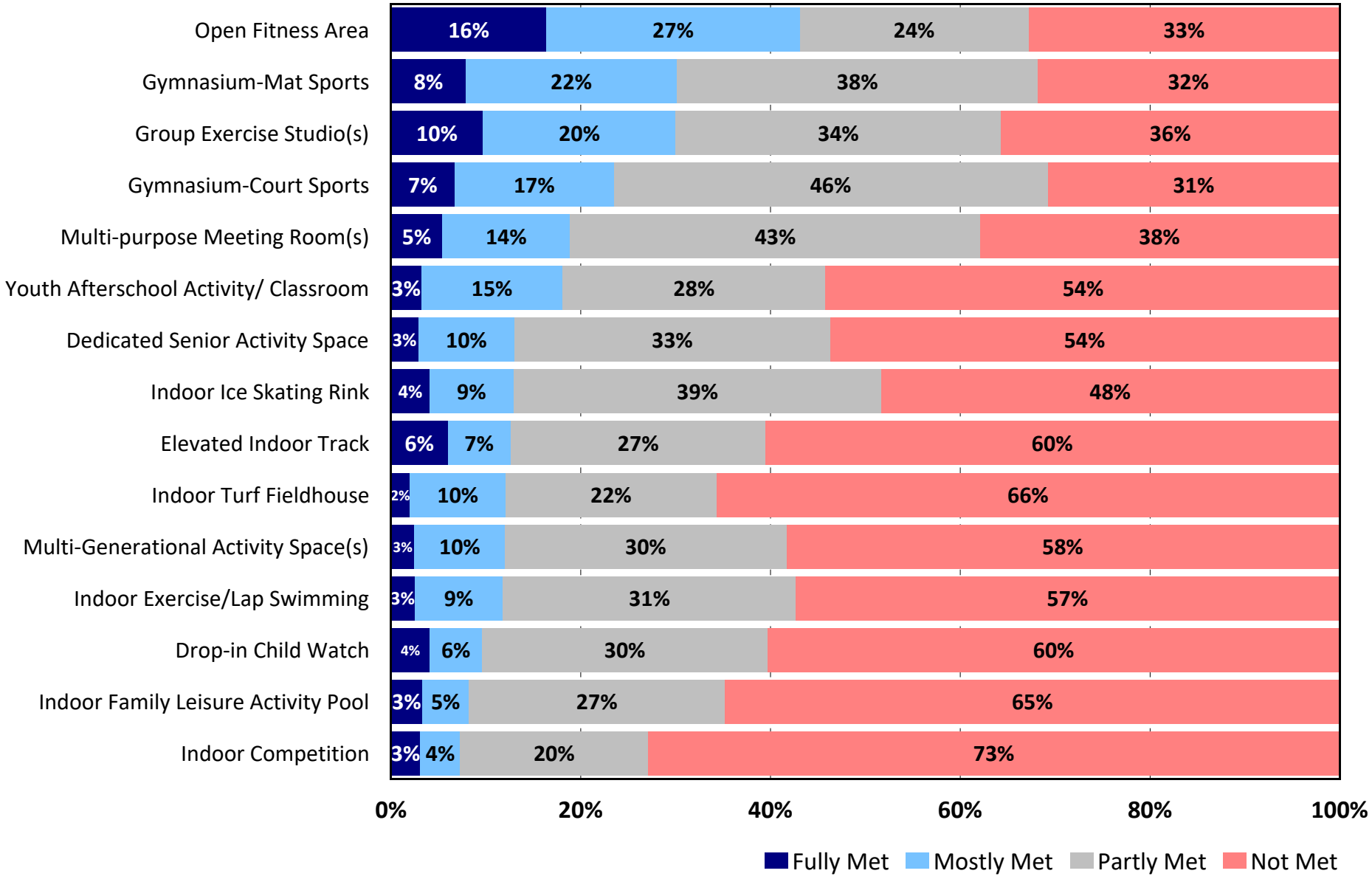
Q7b. Estimated Number of Households in Billings Who Have a Need for Recreation Facilities and Amenities

by number of households based on an estimated 47,484 households in Billings



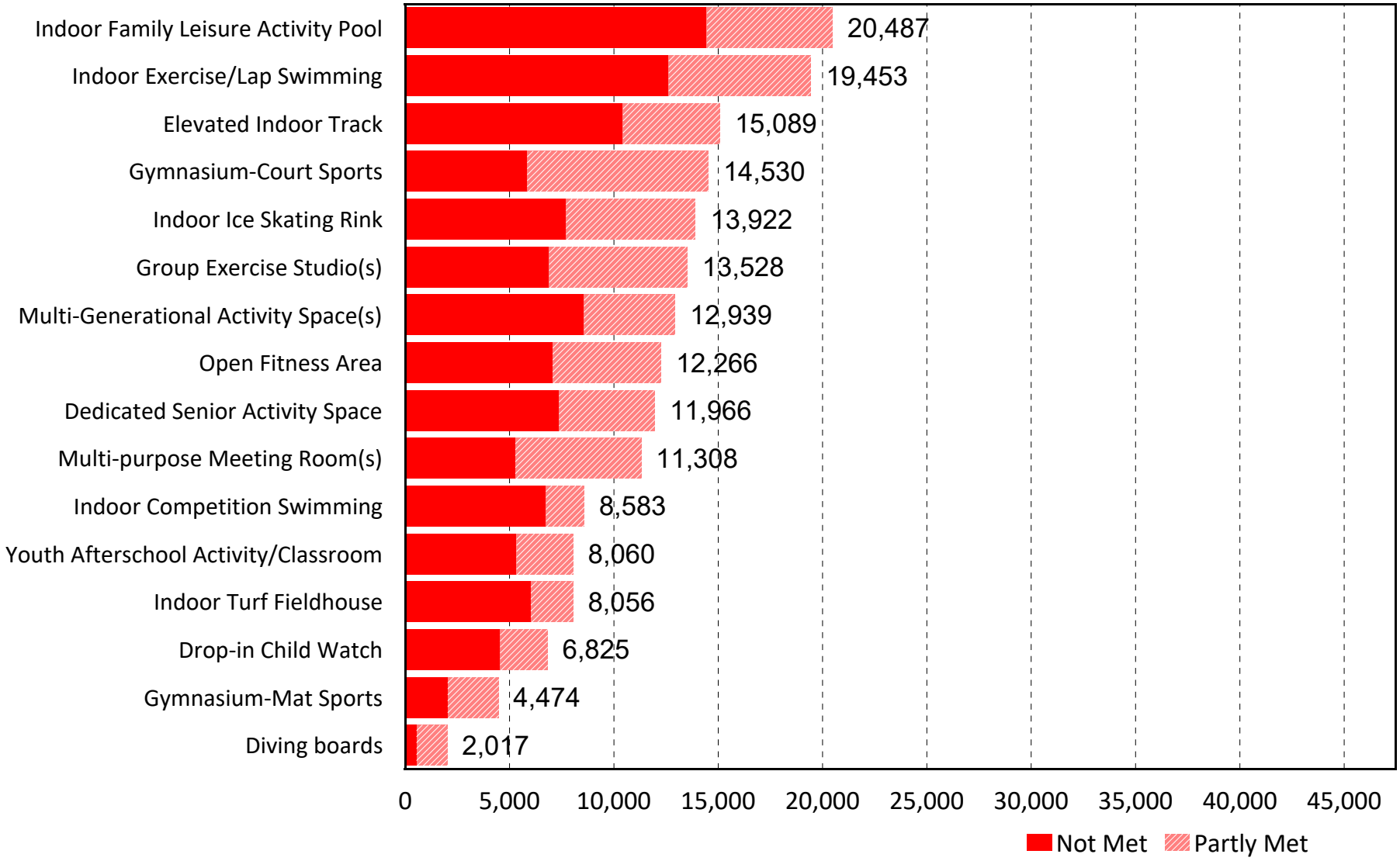
Q7c. How Well Households' Need For Recreation Facilities and Amenities Are Being Met

by percentage of respondents who indicated their household had a need for the amenity



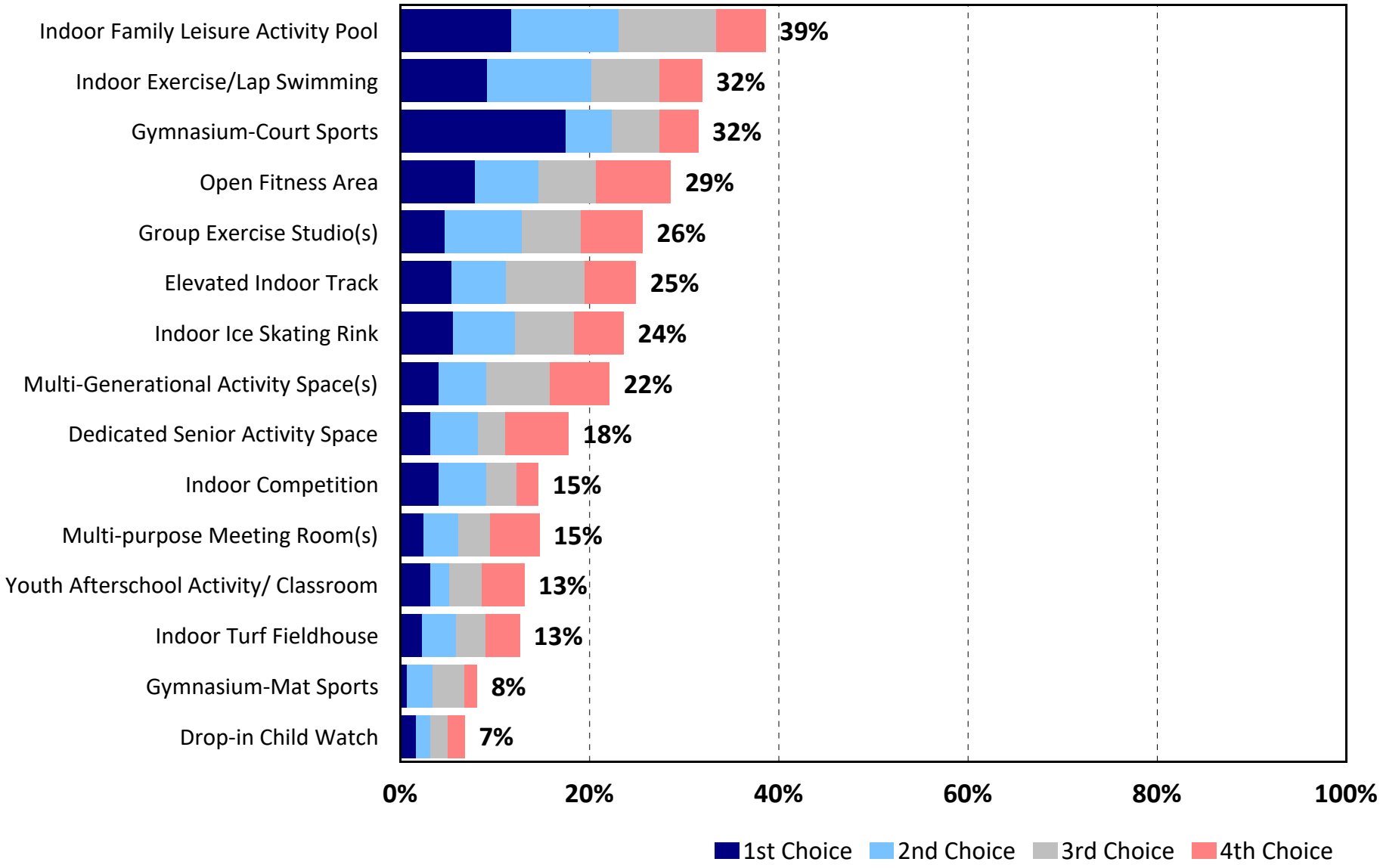
Q7d. Estimated Number of Households in Billings Whose Needs for Recreation Facilities and Amenities are Only "Partly Met" or "Not Met"

by number of households based on an estimated 47,484 households in Billings



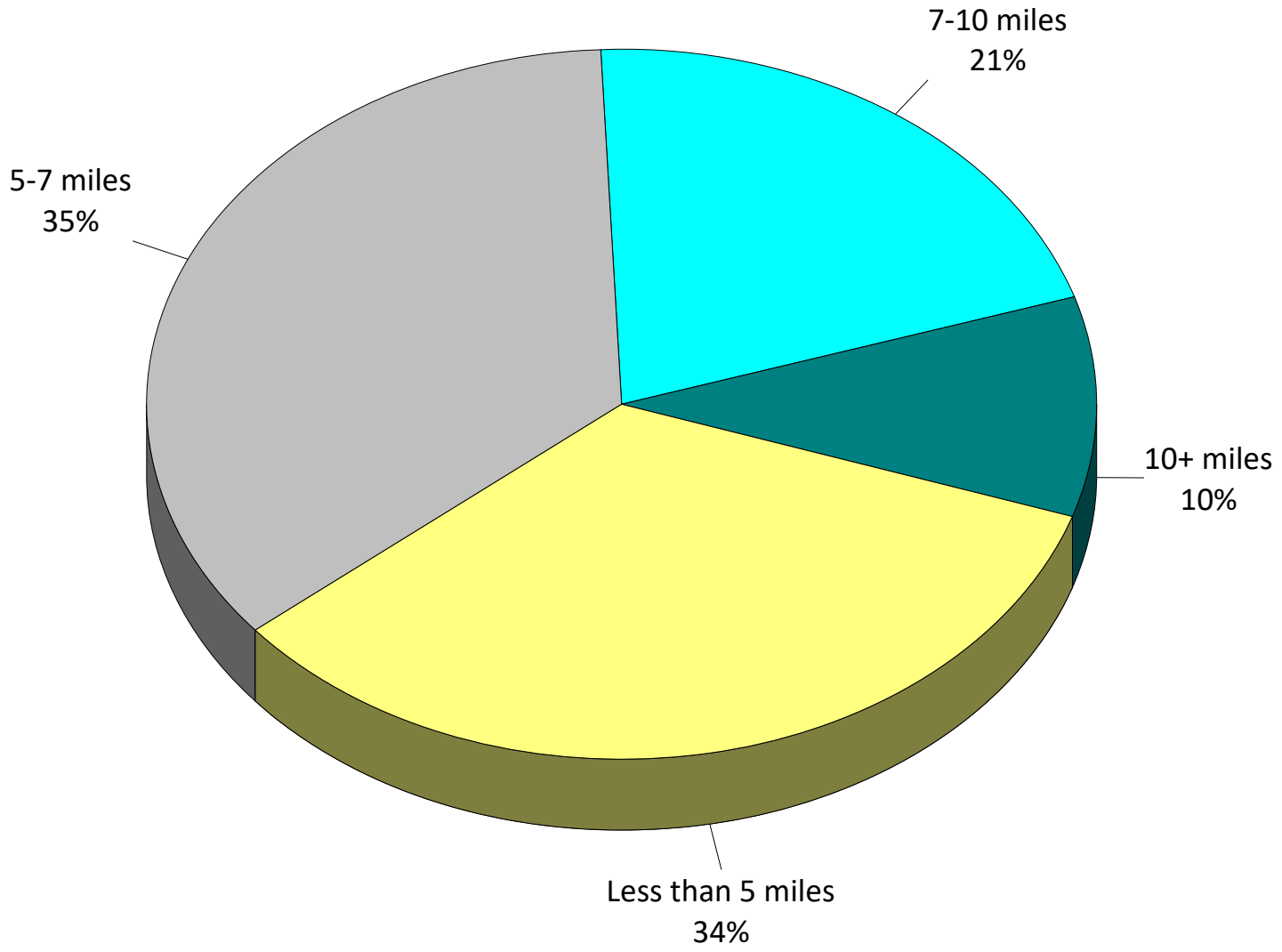
Q8. Importance of Amenity to be Included in Design of New Recreation Center

by percentage of respondents who selected the item as one of their top four choices



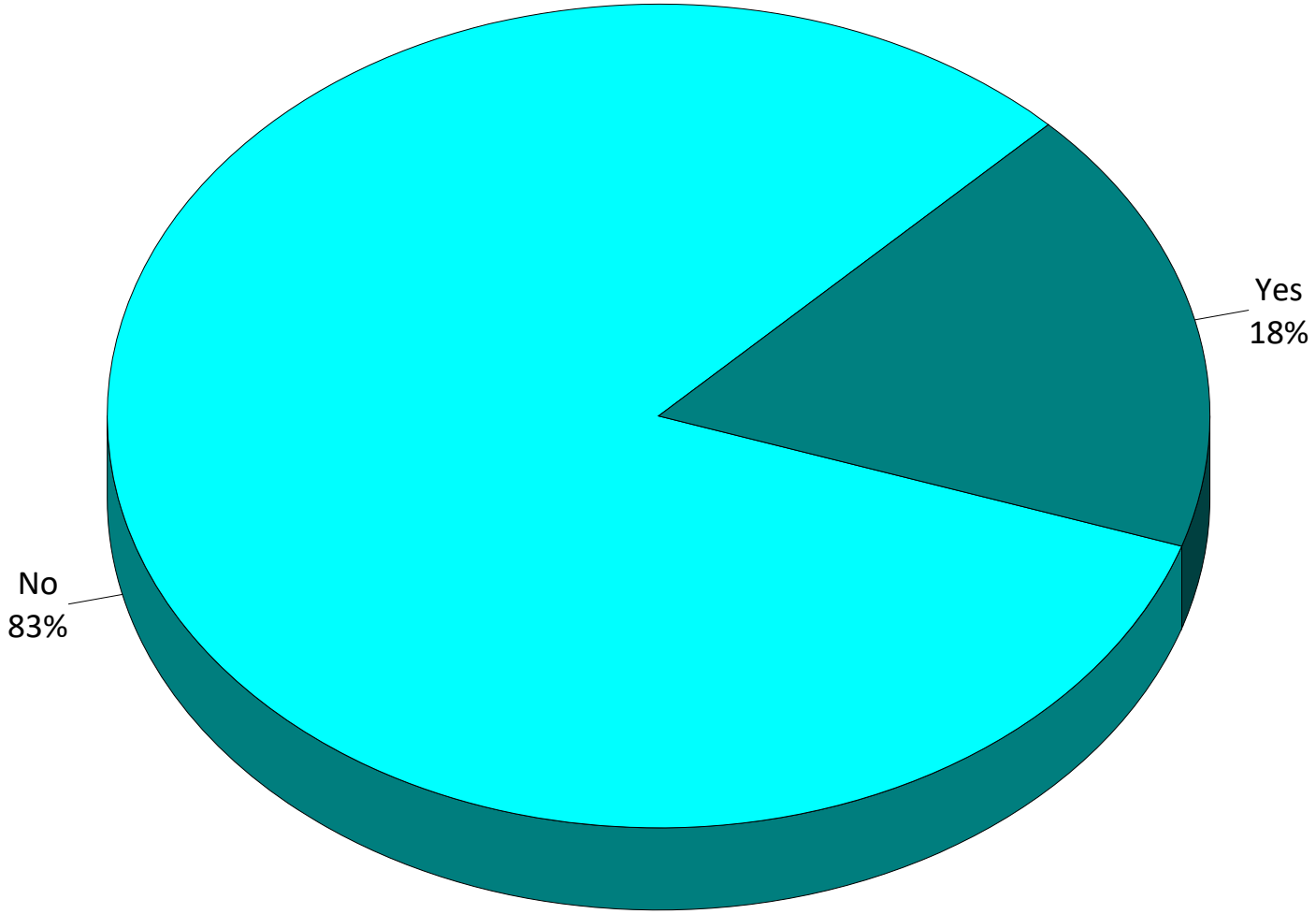
Q9. How Far Would You be Willing to Travel to Utilize a Facility with the Amenities Most Important to Your Household?

by percentage of respondents (excluding "not provided")



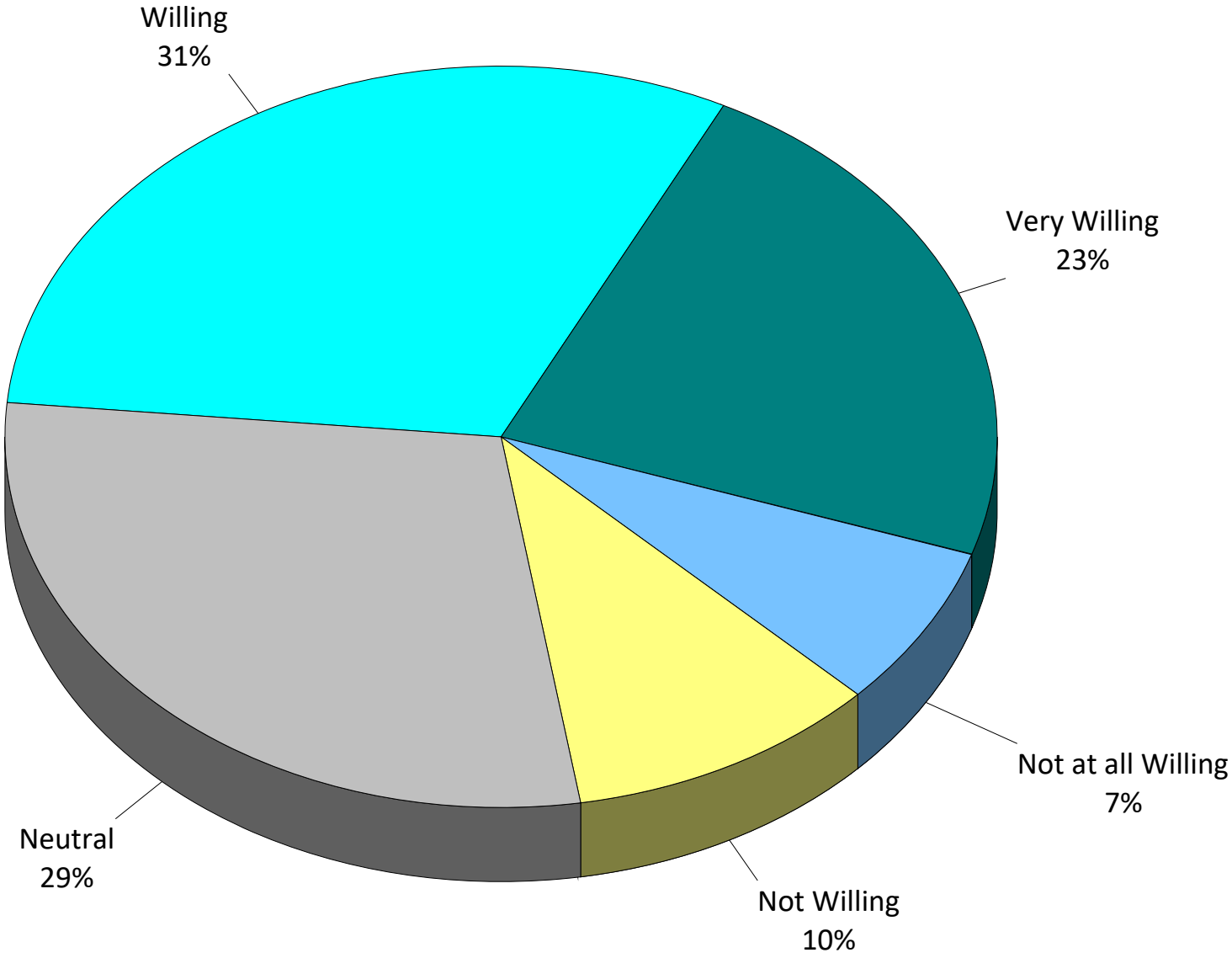
Q10. Does Anyone in Your Household Currently Participate in an Indoor League Sport?

by percentage of respondents



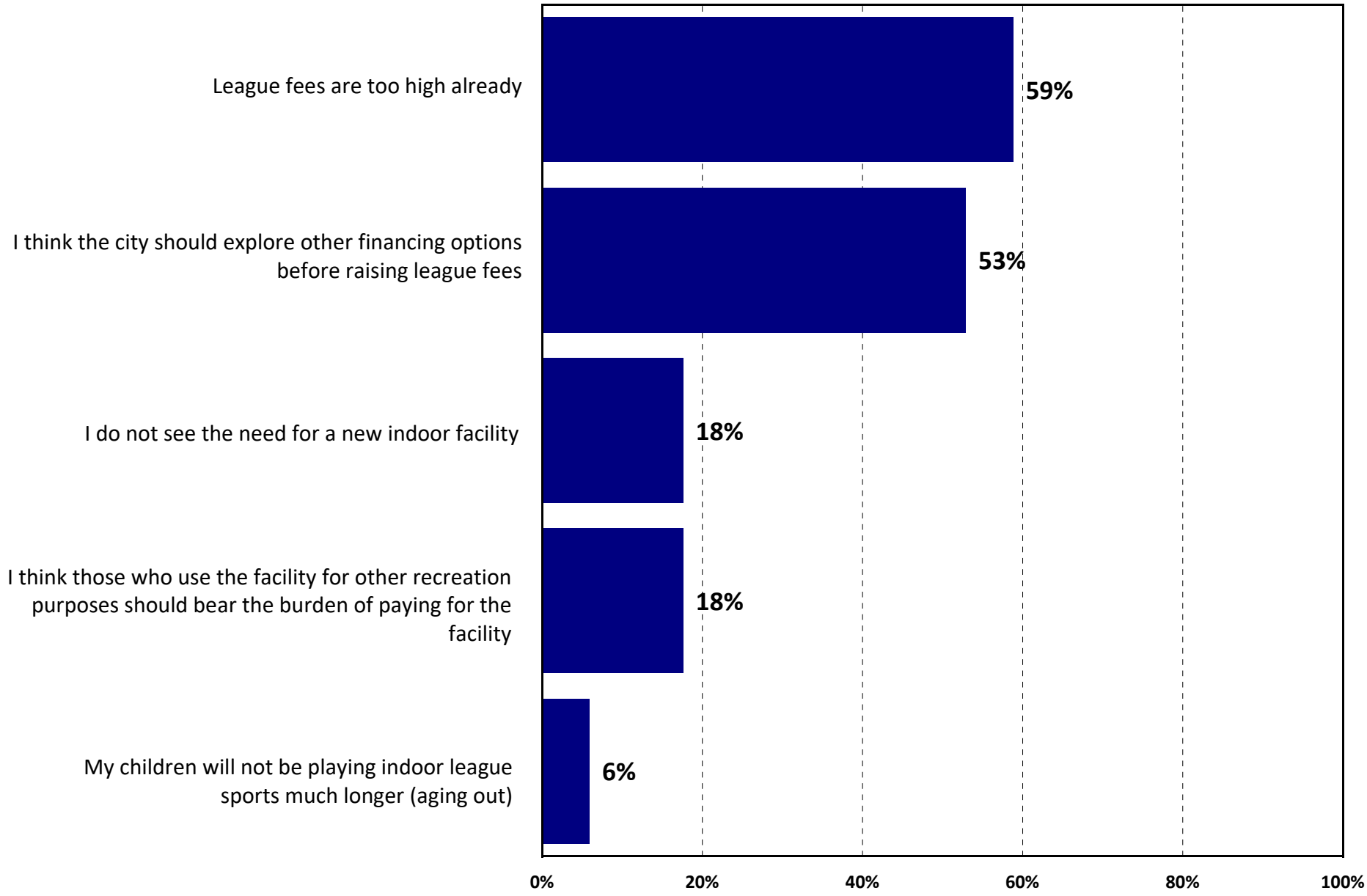
Q10a. Willingness to Pay Higher League Fee for the Use of the New Indoor Recreation Facility if it Meets Needs

by percentage of respondents who indicated someone in their household currently participates in an indoor league sport



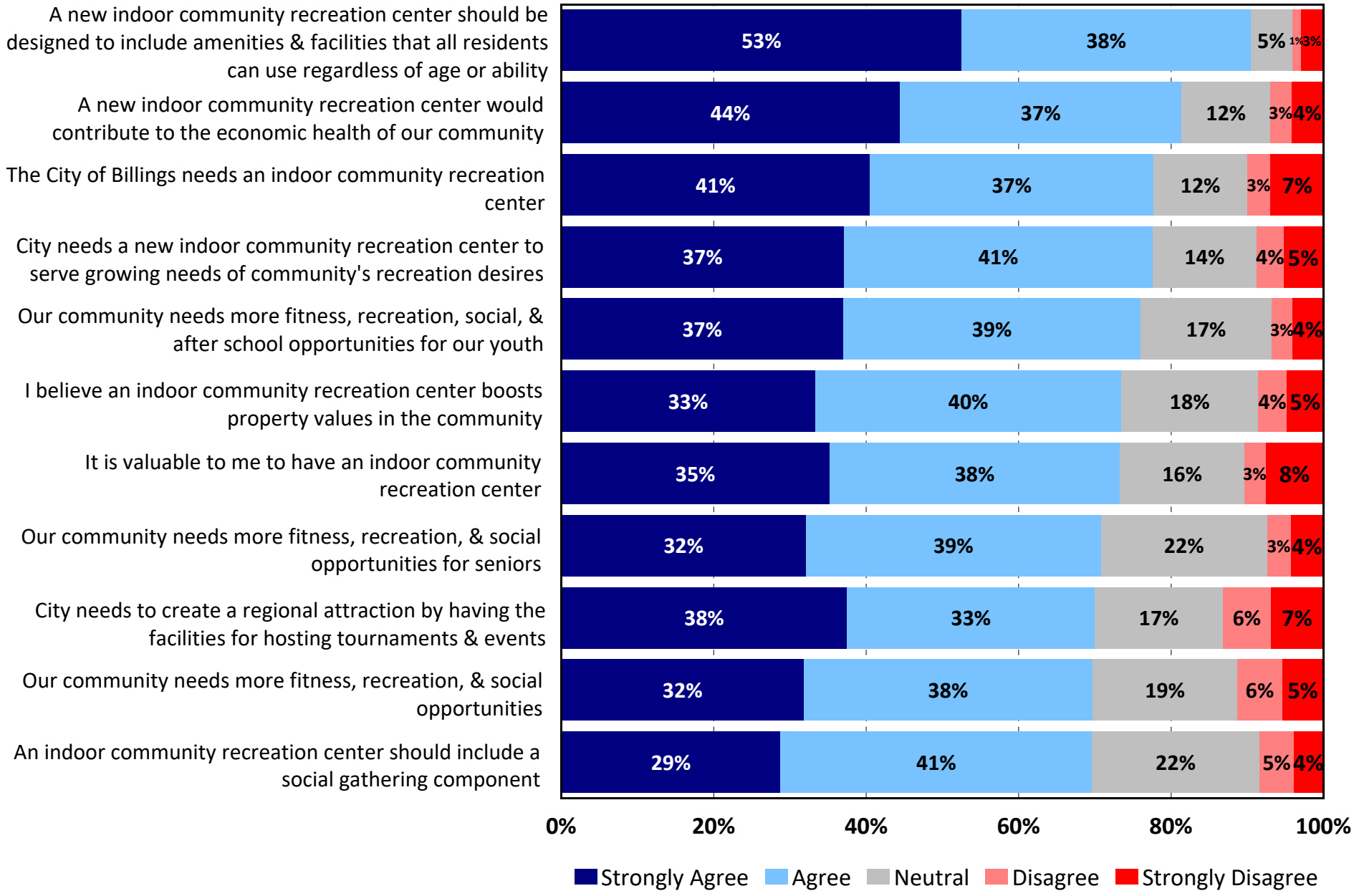
Q10b. Reasons for Unwillingness to Support Higher League Fees

by percentage of respondents who indicated someone in their household currently participates in an indoor league sport and they were either "not willing" or "not at all willing" to pay higher league fees to support a new recreation facility



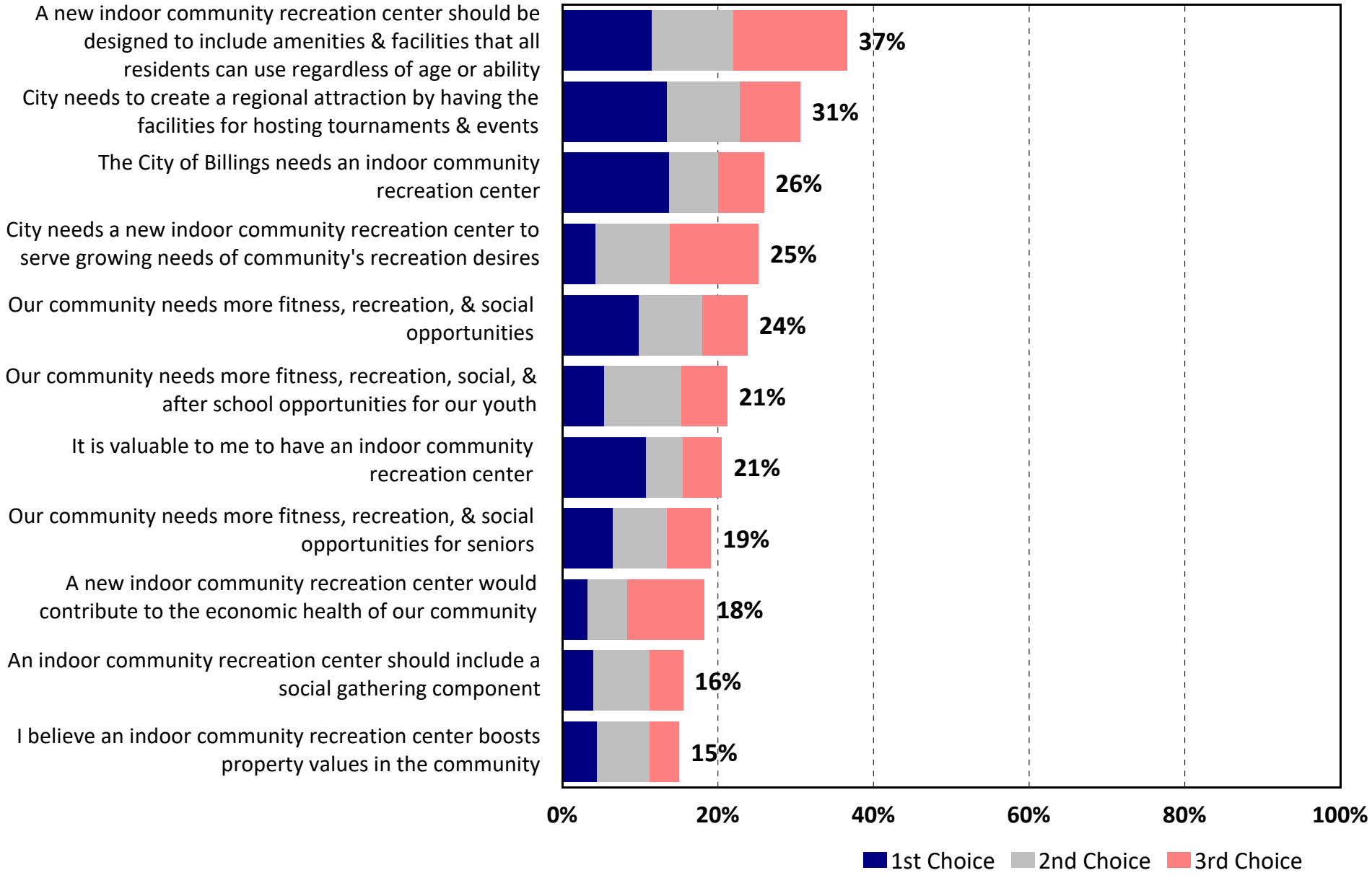
Q11. Level of Agreement on Statements Regarding Recreation

by percentage of respondents (excluding "don't know")



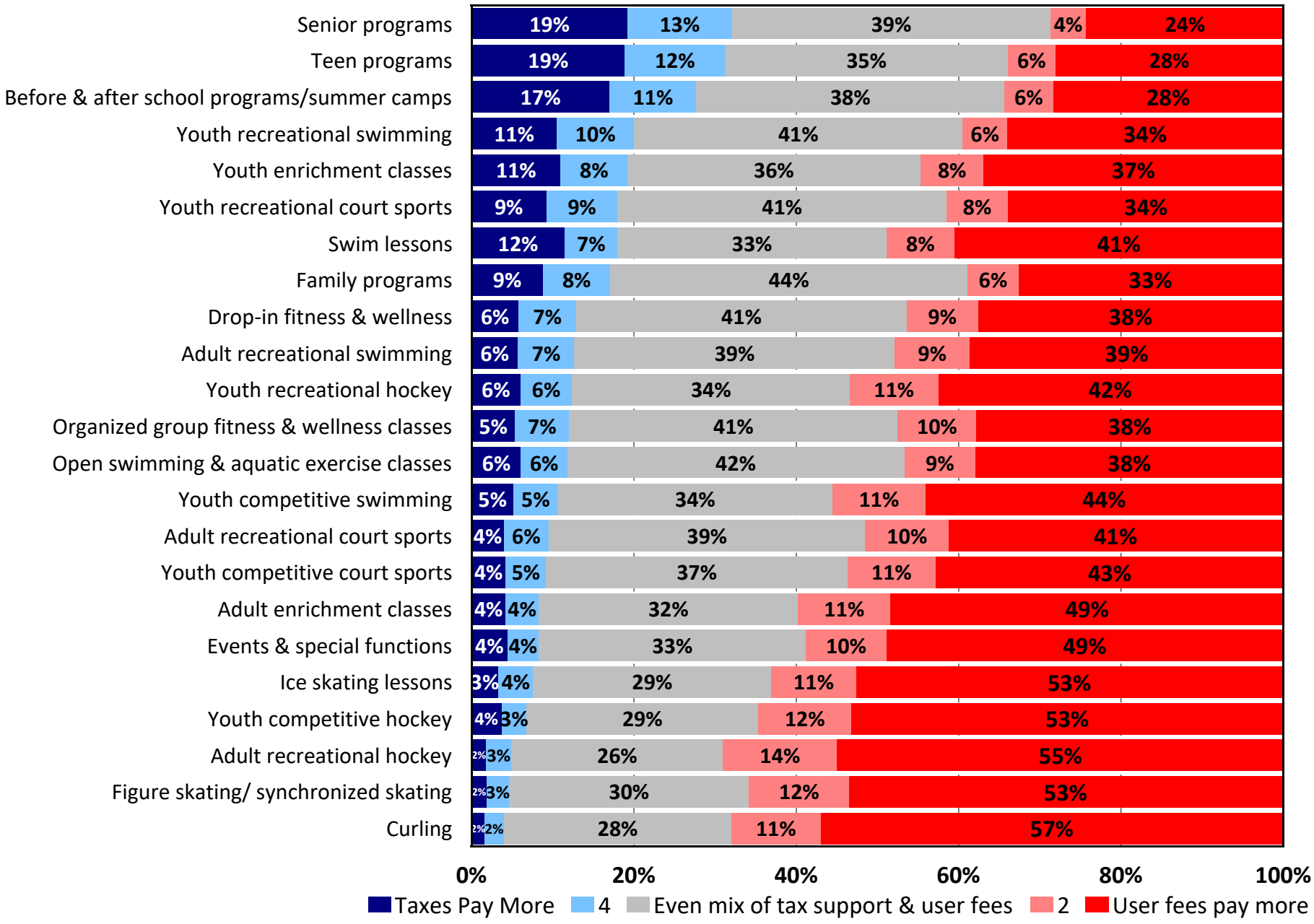
Q12. Importance of Statements Regarding New Recreation Center

by percentage of respondents who selected the statement as one of their top three choices



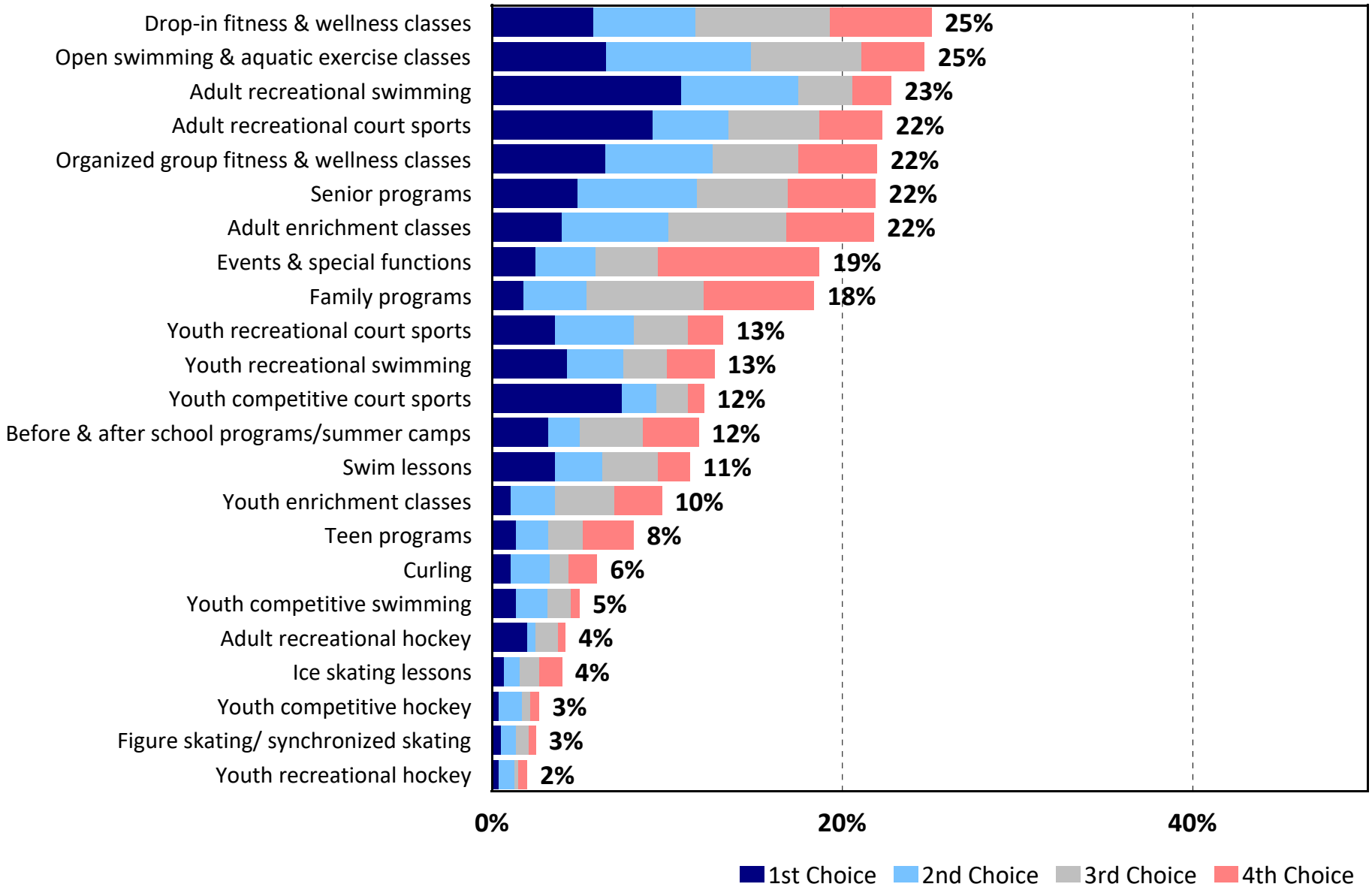
Q13. Beliefs regarding use of taxes versus user fees

by percentage of respondents (excluding "not provided") where 5 indicates Tax Support and 1 indicates User Fee support



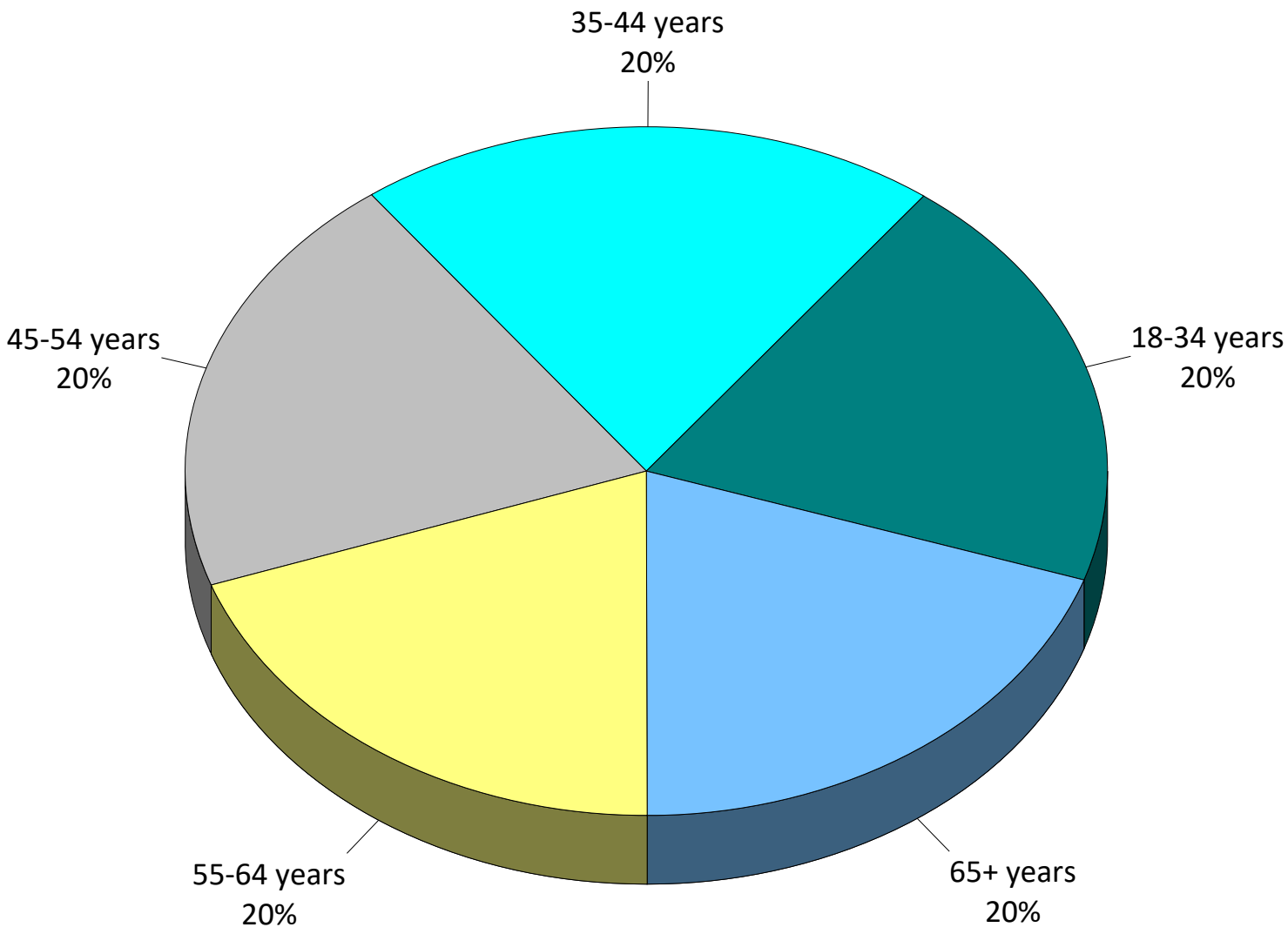
Q14. Top Programs/Services that Households were Interested In

by percentage of respondents who selected the item as one of their top four choices



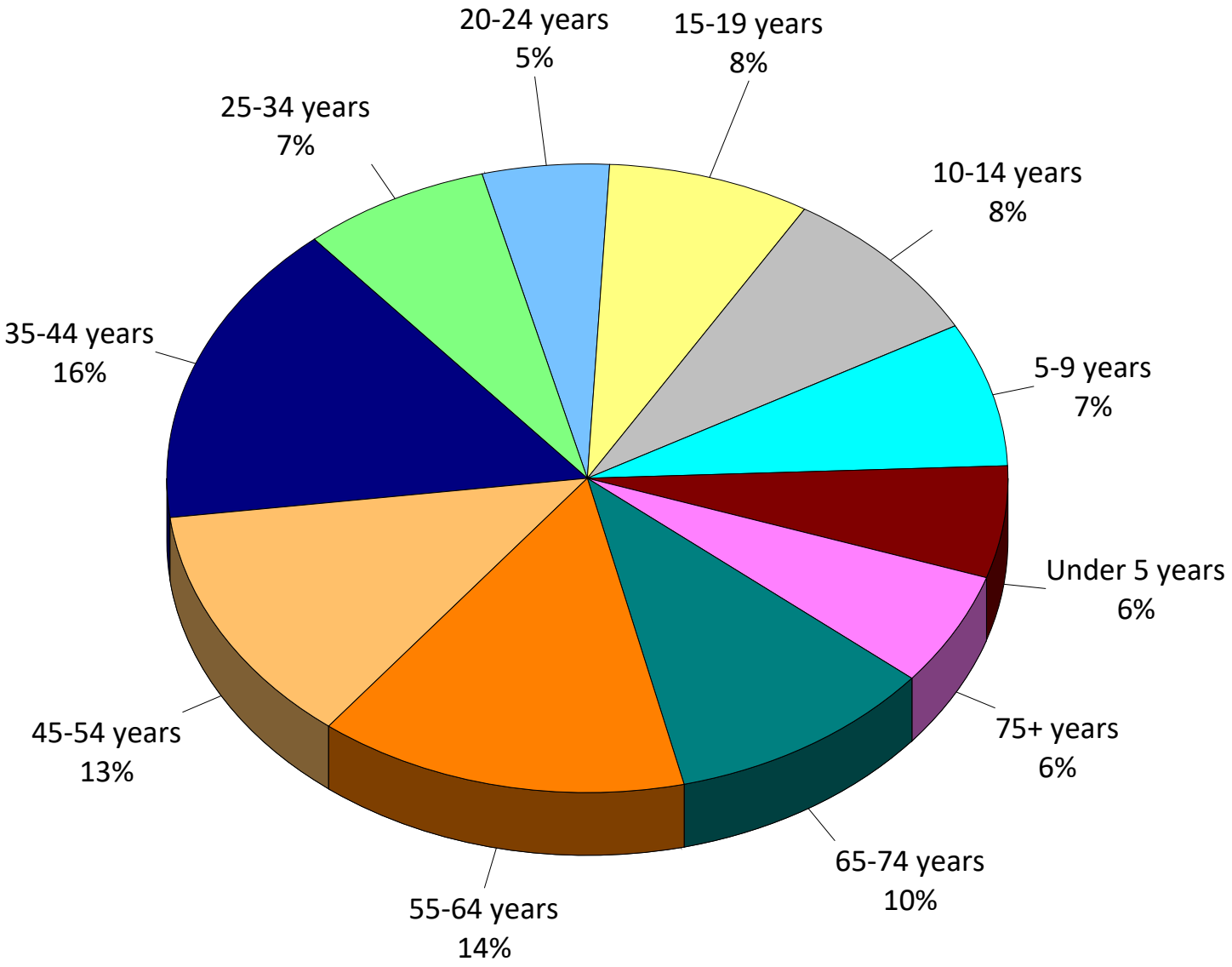
Q16. What is your age?

by percentage of respondents (excluding "not provided")



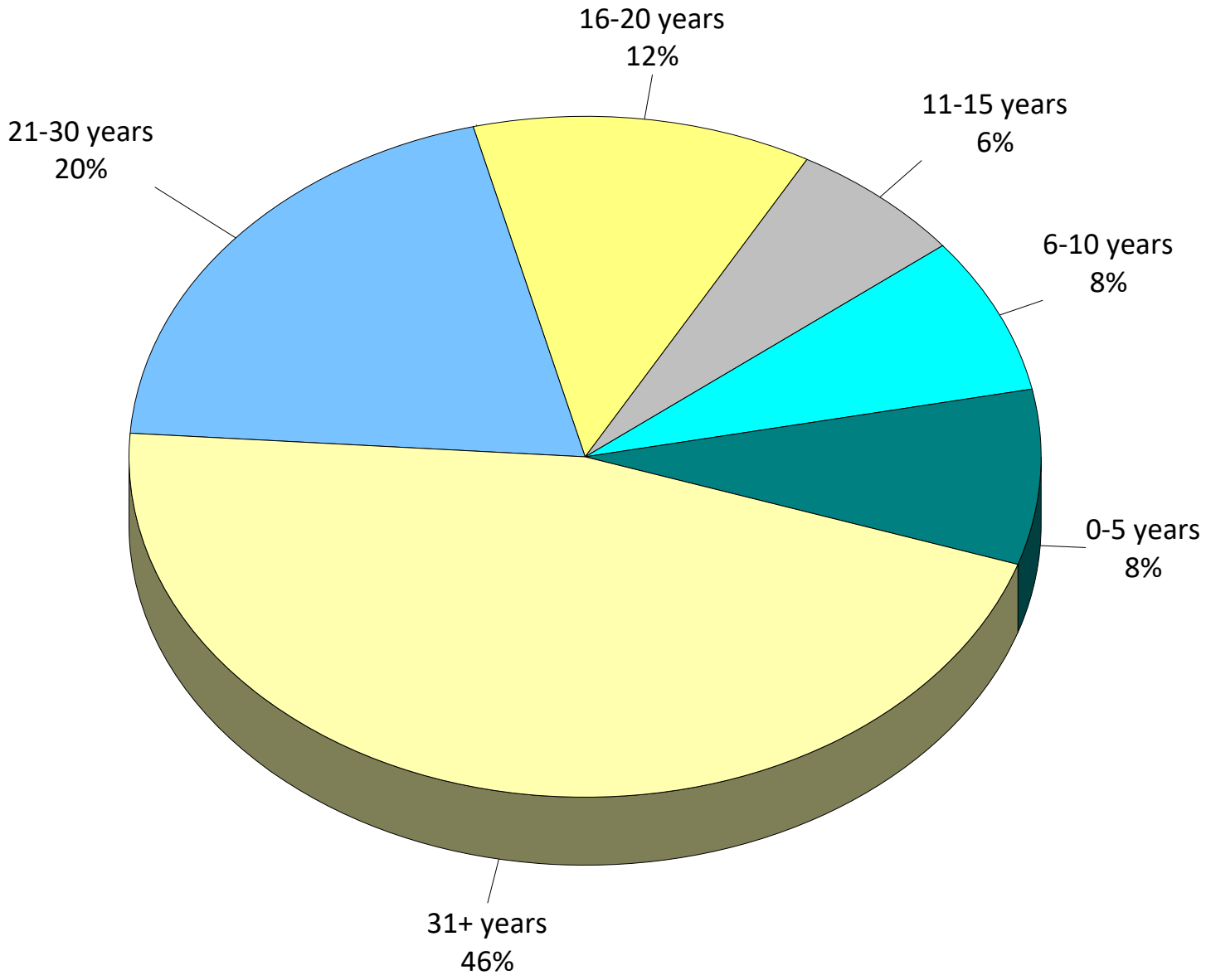
Q17. Counting yourself, how many people in your household are in the following age groups?

by percentage of persons in household



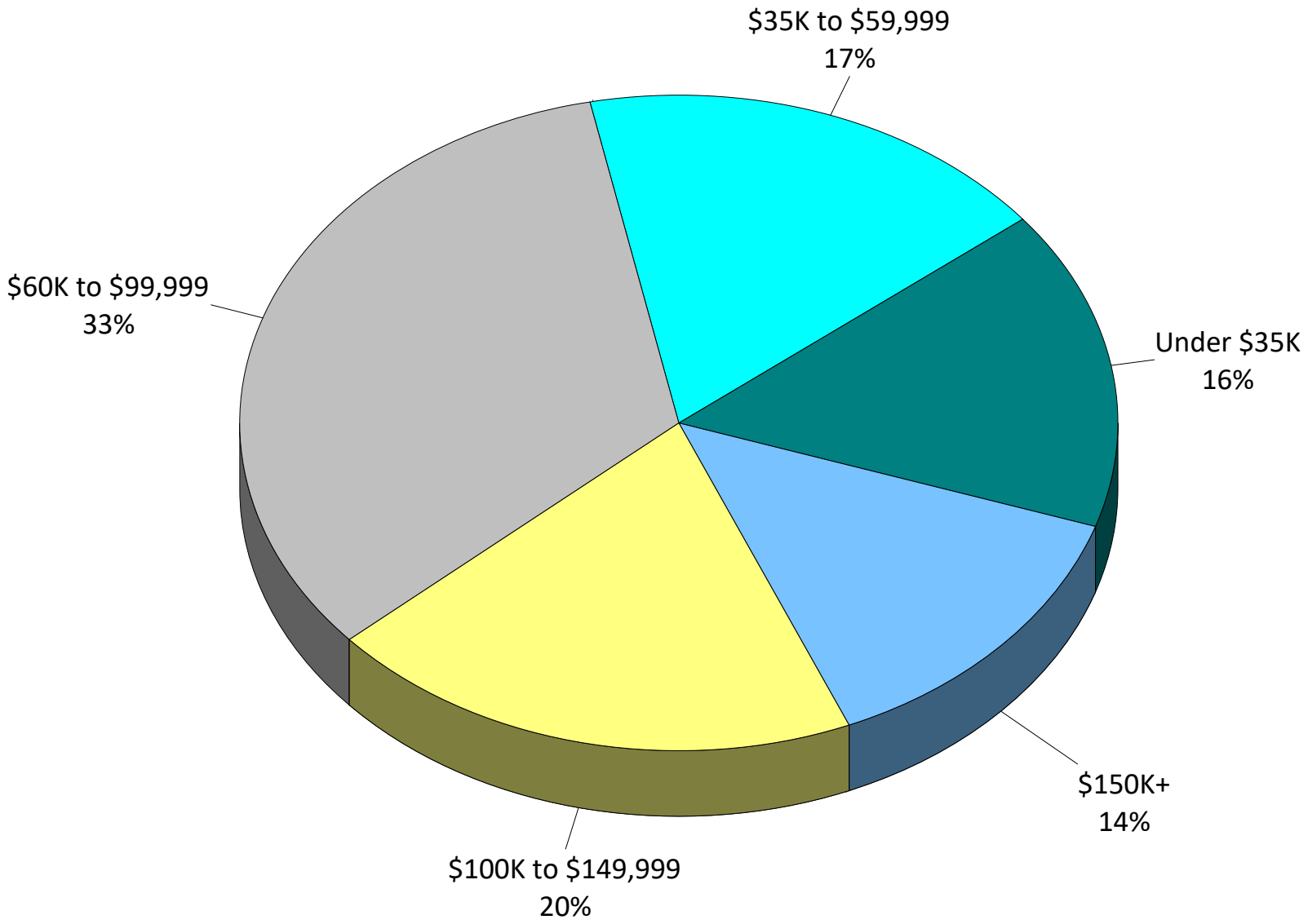
Q18. How long have you lived in the City of Billings?

by percentage of respondents (excluding "not provided")



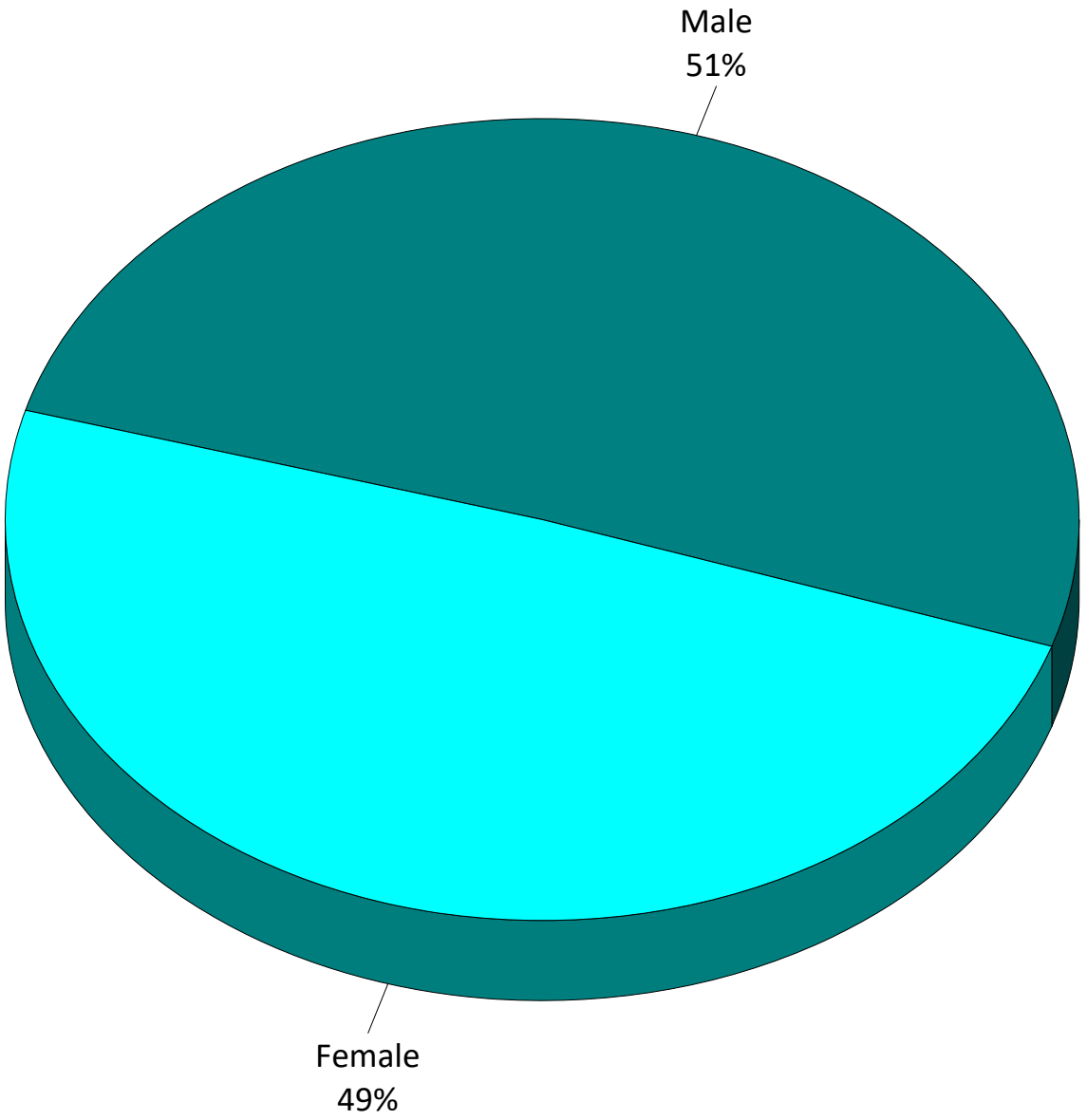
Q19. What is your total annual household income?

by percentage of respondents (excluding "not provided")



Q20. Your gender:

by percentage of respondents (excluding "not provided")



3 Priority Investment Rating

Priority Investment Rating
Billings, Montana

The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments. The Priority Investment Rating was developed by ETC Institute to identify the facilities and programs residents think should receive the highest priority for investment. The priority investment rating reflects the importance residents place on items (sum of top 4 choices) and the unmet needs (needs that are only being partly or not met) for each facility/program relative to the facility/program that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities and programs, the PIR weights each of these components equally.

The PIR reflects the sum of the Unmet Needs Rating and the Importance Rating as shown in the equation below:

PIR = UNR + IR

For example, suppose the Unmet Needs Rating for playgrounds is 26.5 (out of 100) and the Importance Rating for playgrounds is 52 (out of 100), the Priority Investment Rating for playgrounds would be 78.5 (out of 200).

How to Analyze the Charts:

- **High Priority Areas** are those with a PIR of at least 100. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.

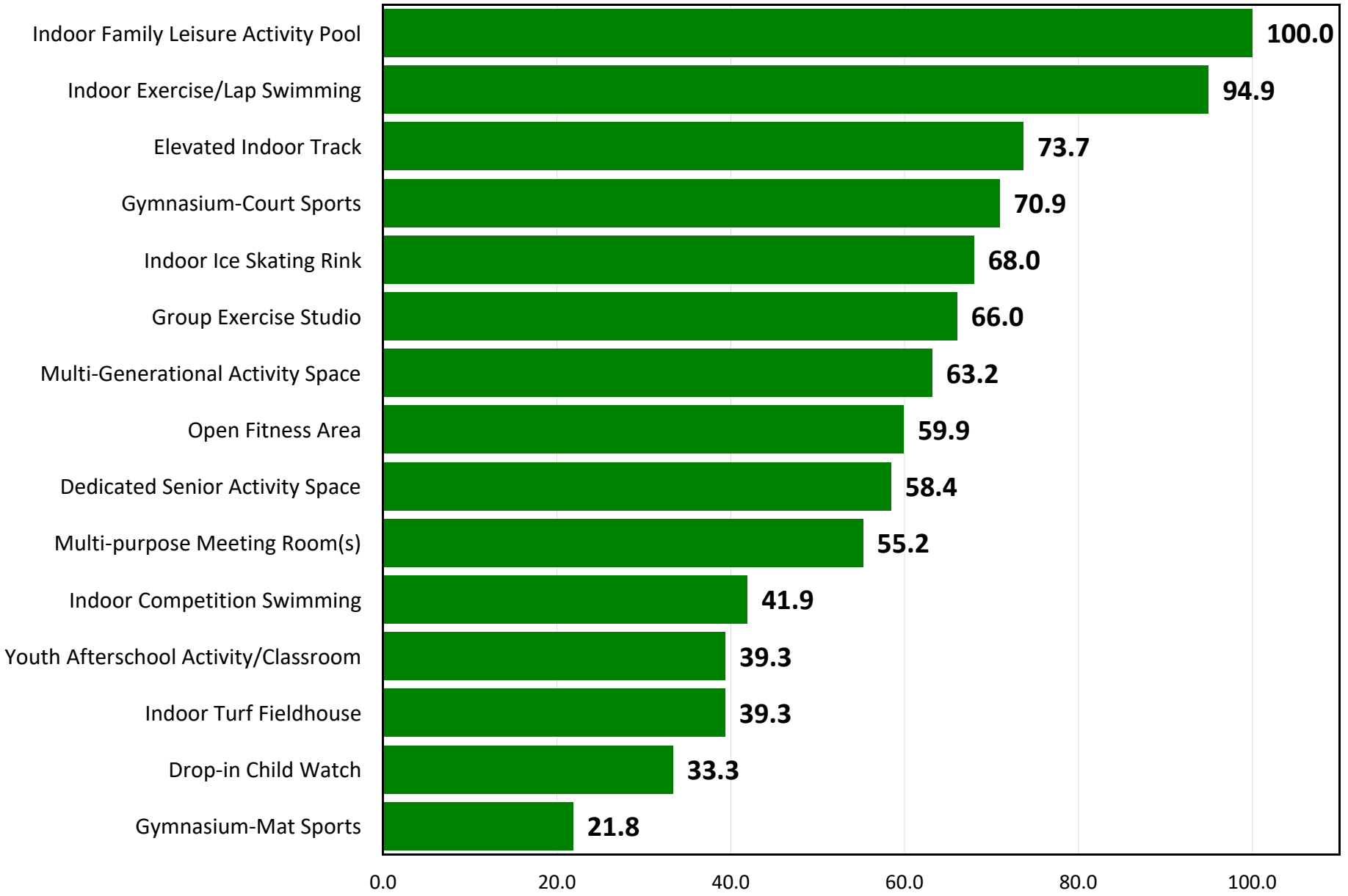
- **Medium Priority Areas** are those with a PIR of 50-99. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.

- **Low Priority Areas** are those with a PIR below 50. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.

The following pages show the Unmet Needs Rating, Importance Rating, and Priority Investment Rating for facilities and programs.

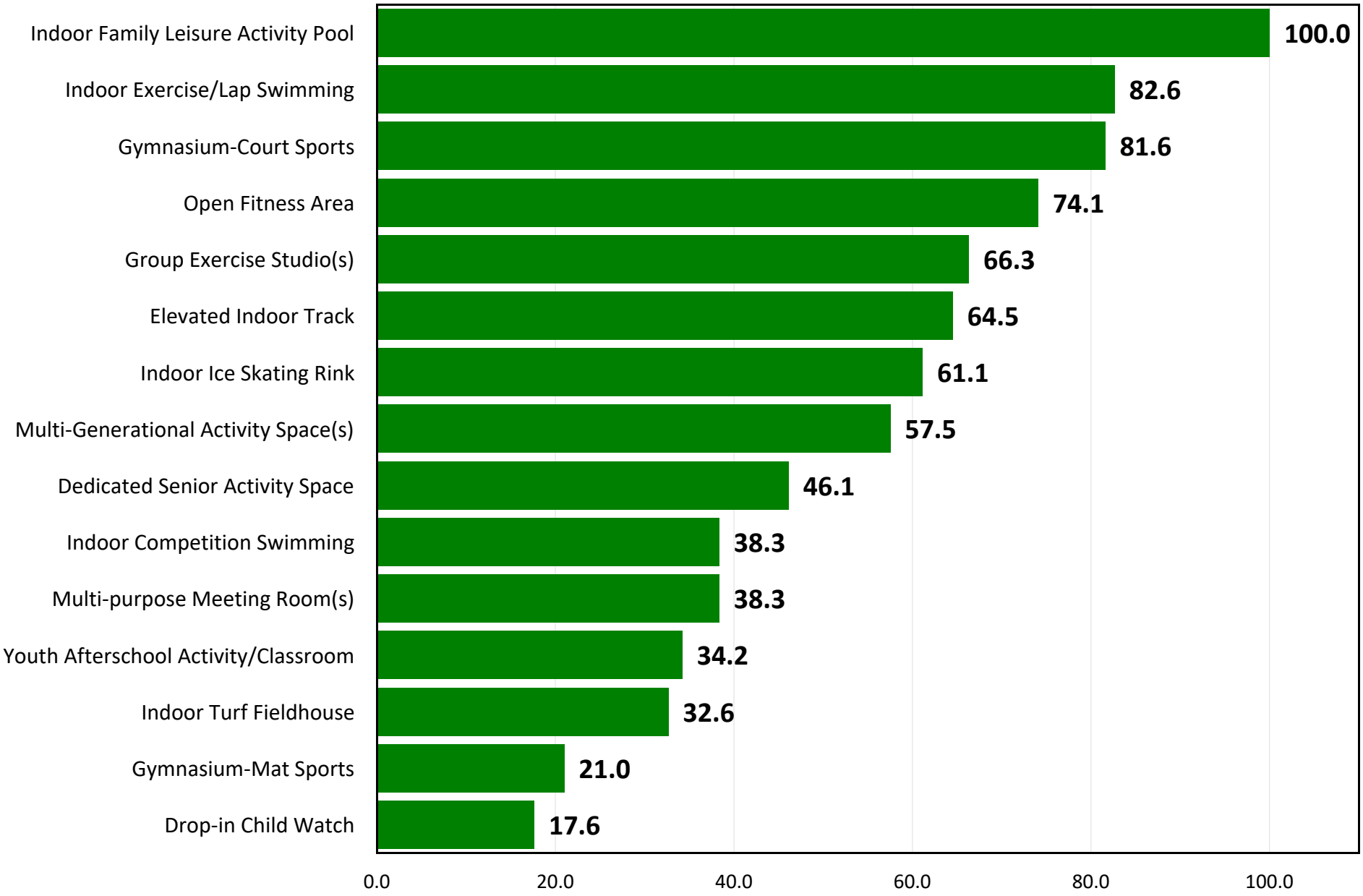
Unmet Needs Rating for Recreation Facilities and Amenities

the rating for the item with the most unmet need=100
the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need

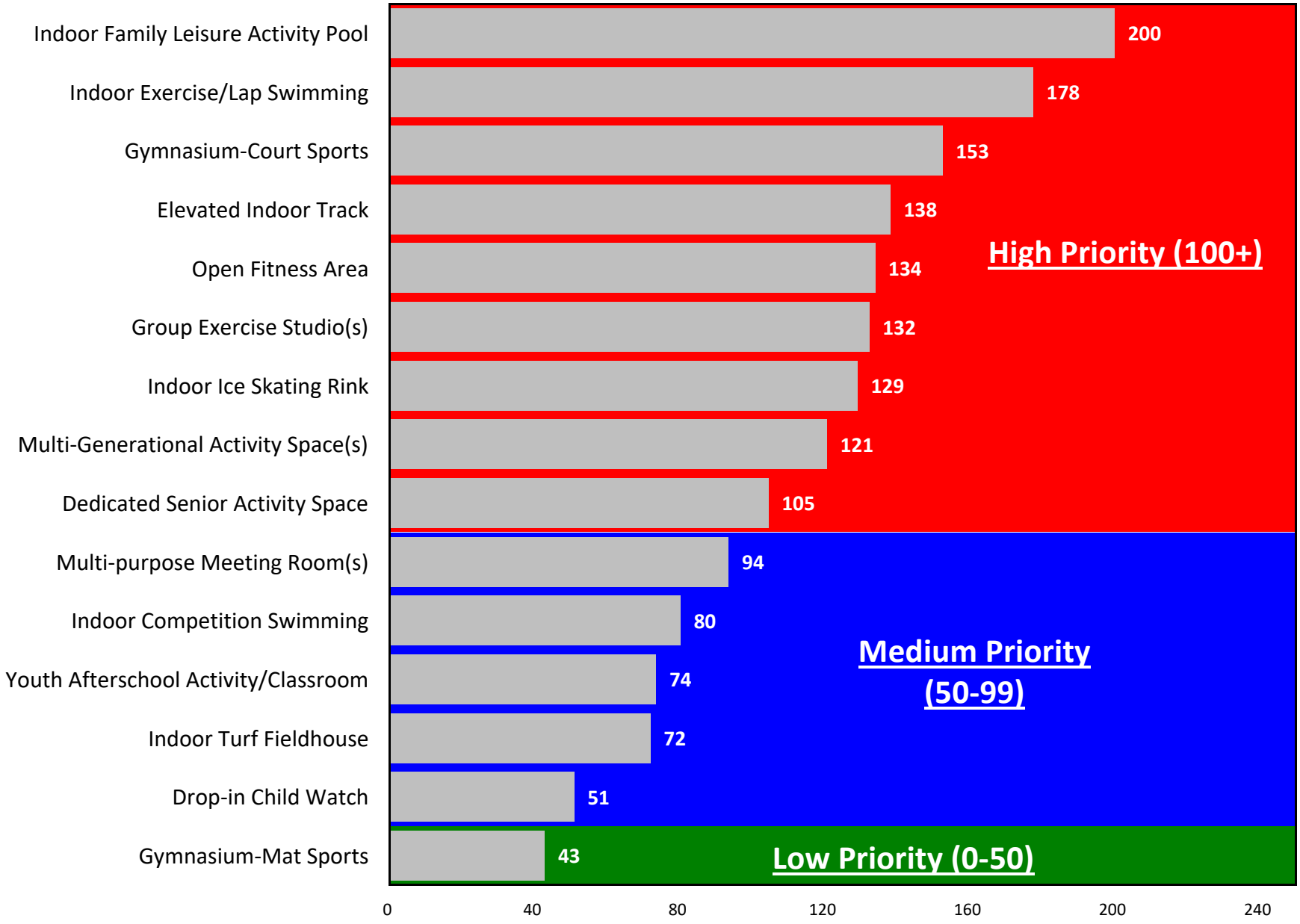


Importance Rating for Recreation Facilities and Amenities

the rating for the item rated as the most important=100
the rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important



Top Priorities for Investment for Recreation Facilities and Amenities Based on the Priority Investment Rating



4 Tabular Data

Q1. From the following list, please CHECK ALL of the ways you learn about City of Billings Parks and Recreation programs, activities, and events.

Q1. All the ways you learn about City Parks & Recreation programs, activities, & events	Number	Percent
Local news coverage (newspaper, TV, radio)	355	64.0 %
Parks & Recreation activity guide (mailed to residents)	285	51.4 %
Parks & Recreation digital activity guide (on website)	90	16.2 %
Parks & Recreation Facebook	123	22.2 %
Parks & Recreation Instagram	20	3.6 %
Parks & Recreation Twitter	4	0.7 %
Parks & Recreation website	164	29.5 %
Nextdoor	36	6.5 %
Parks & Recreation app	19	3.4 %
School newsletters	72	13.0 %
Other	49	8.8 %
Total	1217	

Q1-11. Other

Q1-11. Other	Number	Percent
Word of mouth	25	51.0 %
Council meetings	3	6.1 %
Local magazines	2	4.1 %
Local news online	1	2.0 %
Downtown Billings Alliance	1	2.0 %
Friends/family	1	2.0 %
Billings365.com	1	2.0 %
Monthly local magazines	1	2.0 %
Billings Gazette	1	2.0 %
City staff, city council	1	2.0 %
Communicating with peera	1	2.0 %
It is hard if you are not familiar with Billings to learn what is going on	1	2.0 %
Community leaders	1	2.0 %
Google	1	2.0 %
Parks & rec newsletter	1	2.0 %
Healthy by newsletter	1	2.0 %
Involvement in Billings tennis	1	2.0 %
Signs when I drive	1	2.0 %
Rose Park	1	2.0 %
Drive by	1	2.0 %
Social media, word of mouth	1	2.0 %
Task forces	1	2.0 %
Total	49	100.0 %

Q2. From the list in Question 1, which THREE methods of communication would you MOST PREFER the City use to communicate with you about programs, activities, and events?

Q2. Top choice	Number	Percent
Local news coverage (newspaper, TV, radio)	162	29.2 %
Parks & Recreation activity guide (mailed to residents)	208	37.5 %
Parks & Recreation digital activity guide (on website)	24	4.3 %
Parks & Recreation Facebook	47	8.5 %
Parks & Recreation Instagram	6	1.1 %
Parks & Recreation Twitter	5	0.9 %
Parks & Recreation website	38	6.8 %
Nextdoor	4	0.7 %
Parks & Recreation app	12	2.2 %
School newsletters	5	0.9 %
Other	10	1.8 %
None chosen	34	6.1 %
Total	555	100.0 %

Q2. From the list in Question 1, which THREE methods of communication would you MOST PREFER the City use to communicate with you about programs, activities, and events?

Q2. 2nd choice	Number	Percent
Local news coverage (newspaper, TV, radio)	85	15.3 %
Parks & Recreation activity guide (mailed to residents)	105	18.9 %
Parks & Recreation digital activity guide (on website)	66	11.9 %
Parks & Recreation Facebook	79	14.2 %
Parks & Recreation Instagram	13	2.3 %
Parks & Recreation Twitter	1	0.2 %
Parks & Recreation website	74	13.3 %
Nextdoor	13	2.3 %
Parks & Recreation app	18	3.2 %
School newsletters	29	5.2 %
Other	7	1.3 %
None chosen	65	11.7 %
Total	555	100.0 %

Q2. From the list in Question 1, which THREE methods of communication would you MOST PREFER the City use to communicate with you about programs, activities, and events?

Q2. 3rd choice	Number	Percent
Local news coverage (newspaper, TV, radio)	61	11.0 %
Parks & Recreation activity guide (mailed to residents)	47	8.5 %
Parks & Recreation digital activity guide (on website)	58	10.5 %
Parks & Recreation Facebook	54	9.7 %
Parks & Recreation Instagram	13	2.3 %
Parks & Recreation Twitter	2	0.4 %
Parks & Recreation website	86	15.5 %
Nextdoor	12	2.2 %
Parks & Recreation app	34	6.1 %
School newsletters	35	6.3 %
Other	16	2.9 %
None chosen	137	24.7 %
Total	555	100.0 %

Q2. From the list in Question 1, which THREE methods of communication would you MOST PREFER the City use to communicate with you about programs, activities, and events? (top 3)

Q2. Sum of top 3 choices	Number	Percent
Local news coverage (newspaper, TV, radio)	308	55.5 %
Parks & Recreation activity guide (mailed to residents)	360	64.9 %
Parks & Recreation digital activity guide (on website)	148	26.7 %
Parks & Recreation Facebook	180	32.4 %
Parks & Recreation Instagram	32	5.8 %
Parks & Recreation Twitter	8	1.4 %
Parks & Recreation website	198	35.7 %
Nextdoor	29	5.2 %
Parks & Recreation app	64	11.5 %
School newsletters	69	12.4 %
Other	33	5.9 %
None chosen	34	6.1 %
Total	1463	

Q3. Approximately how often did you or members of your household visit any indoor sports, recreation, and fitness facilities in Billings over the past 12 months?

Q3. How often did your household visit any indoor sports, recreation, & fitness facilities over past 12 months	Number	Percent
Daily	29	5.2 %
Several times per week	118	21.3 %
Once per week	61	11.0 %
1 or 2 times per month	76	13.7 %
Less than once a month	130	23.4 %
Never	130	23.4 %
Not provided	11	2.0 %
Total	555	100.0 %

WITHOUT "NOT PROVIDED"

Q3. Approximately how often did you or members of your household visit any indoor sports, recreation, and fitness facilities in Billings over the past 12 months? (without "not provided")

Q3. How often did your household visit any indoor sports, recreation, & fitness facilities over past 12 months	Number	Percent
Daily	29	5.3 %
Several times per week	118	21.7 %
Once per week	61	11.2 %
1 or 2 times per month	76	14.0 %
Less than once a month	130	23.9 %
Never	130	23.9 %
Total	544	100.0 %

Q4. Which of the following organizations provide indoor sports and recreation facilities that are used by you and other members of your household?

Q4. Which following organizations provide indoor sports & recreation facilities that are used by your household	Number	Percent
Boys & Girls Club	15	2.7 %
Churches/faith-based organization	103	18.6 %
Local colleges (MSU-B, Rocky Mountain College)	84	15.1 %
Billings Parks & Recreation	156	28.1 %
Elk's Tennis Center	15	2.7 %
Sports Plex	24	4.3 %
Private health & fitness clubs	205	36.9 %
Private instruction classes	48	8.6 %
Public or private schools	107	19.3 %
YMCA	124	22.3 %
Youth sports organizations	87	15.7 %
Other	30	5.4 %
None. Do not use any organizations	118	21.3 %
Total	1116	

WITHOUT "NONE"

Q4. Which of the following organizations provide indoor sports and recreation facilities that are used by you and other members of your household? (without "none")

Q4. Which following organizations provide indoor sports & recreation facilities that are used by your household	Number	Percent
Boys & Girls Club	15	3.4 %
Churches/faith-based organization	103	23.6 %
Local colleges (MSU-B, Rocky Mountain College)	84	19.2 %
Billings Parks & Recreation	155	35.5 %
Elk's Tennis Center	15	3.4 %
Sports Plex	24	5.5 %
Private health & fitness clubs	205	46.9 %
Private instruction classes	47	10.8 %
Public or private schools	107	24.5 %
YMCA	124	28.4 %
Youth sports organizations	87	19.9 %
Other	30	6.9 %
Total	996	

Q5. Please CHECK ALL of the following reasons why your household does not participate in indoor sports or recreation programs or activities MORE OFTEN.

Q5. All the following reasons why your household does not participate in indoor sports or recreation programs or activities more often	Number	Percent
Programs are full	57	10.3 %
Facilities are not well maintained	33	5.9 %
Facilities do not have right equipment	36	6.5 %
Facility too far from residence	81	14.6 %
Lack of quality facilities	86	15.5 %
Fees are too high	168	30.3 %
Lack of quality programs	74	13.3 %
Lack of transportation	9	1.6 %
Not interested	154	27.7 %
Poor customer service from staff	17	3.1 %
Program or facility not offered	79	14.2 %
Program times are not convenient	105	18.9 %
Registration is difficult	20	3.6 %
Too busy	161	29.0 %
Travel requirements	23	4.1 %
Other	80	14.4 %
Total	1183	

Q6. Which TWO of the items listed in Question 5 do you think are the biggest barriers to your participation in indoor sports or recreation programs or activities?

Q6. Top choice	Number	Percent
Programs are full	29	5.2 %
Facilities are not well maintained	14	2.5 %
Facilities do not have right equipment	7	1.3 %
Facility too far from residence	35	6.3 %
Lack of quality facilities	42	7.6 %
Fees are too high	101	18.2 %
Lack of quality programs	21	3.8 %
Lack of transportation	2	0.4 %
Not interested	66	11.9 %
Poor customer service from staff	2	0.4 %
Program or facility not offered	15	2.7 %
Program times are not convenient	31	5.6 %
Registration is difficult	2	0.4 %
Too busy	68	12.3 %
Other	38	6.8 %
None chosen	82	14.8 %
Total	555	100.0 %

Q6. Which TWO of the items listed in Question 5 do you think are the biggest barriers to your participation in indoor sports or recreation programs or activities?

Q6. 2nd choice	Number	Percent
Programs are full	12	2.2 %
Facilities are not well maintained	11	2.0 %
Facilities do not have right equipment	11	2.0 %
Facility too far from residence	24	4.3 %
Lack of quality facilities	29	5.2 %
Fees are too high	49	8.8 %
Lack of quality programs	31	5.6 %
Lack of transportation	2	0.4 %
Not interested	39	7.0 %
Poor customer service from staff	2	0.4 %
Program or facility not offered	40	7.2 %
Program times are not convenient	45	8.1 %
Registration is difficult	2	0.4 %
Too busy	64	11.5 %
Travel requirements	4	0.7 %
Other	26	4.7 %
None chosen	164	29.5 %
Total	555	100.0 %

Q6. Which TWO of the items listed in Question 5 do you think are the biggest barriers to your participation in indoor sports or recreation programs or activities? (top 2)

Q6. Sum of top 2 choices	Number	Percent
Programs are full	41	7.4 %
Facilities are not well maintained	25	4.5 %
Facilities do not have right equipment	18	3.2 %
Facility too far from residence	59	10.6 %
Lack of quality facilities	71	12.8 %
Fees are too high	150	27.0 %
Lack of quality programs	52	9.4 %
Lack of transportation	4	0.7 %
Not interested	105	18.9 %
Poor customer service from staff	4	0.7 %
Program or facility not offered	55	9.9 %
Program times are not convenient	76	13.7 %
Registration is difficult	4	0.7 %
Too busy	132	23.8 %
Travel requirements	4	0.7 %
Other	64	11.5 %
None chosen	82	14.8 %
Total	946	

Q7. Several indoor recreation facilities and amenities that could be included in the new Billings Community Recreation Center are listed below. For each one, please indicate if you or others in your household have a need for the item.

(N=555)

	Yes	No
Q7-1. Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	40.0%	60.0%
Q7-2. Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	13.5%	86.5%
Q7-3. Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	45.4%	54.6%
Q7-4. Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	40.7%	59.3%
Q7-5. Elevated Indoor Track (Running, Walking, Jogging)	36.4%	63.6%
Q7-6. Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	19.3%	80.7%
Q7-7. Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	19.5%	80.5%
Q7-8. Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	46.5%	53.5%
Q7-9. Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	47.0%	53.0%
Q7-10. Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	33.7%	66.3%
Q7-11. Drop-in Child Watch (Short Term While Family Member Exercises)	15.9%	84.1%
Q7-12. Multi-Generational Activity Space(s) (Shared Senior/Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	31.0%	69.0%

Q7. Several indoor recreation facilities and amenities that could be included in the new Billings Community Recreation Center are listed below. For each one, please indicate if you or others in your household have a need for the item.

	Yes	No
Q7-13. Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	29.0%	71.0%
Q7-14. Youth Afterschool Activity/ Classroom (Educational Activities, Maker Space, Art, etc.)	20.7%	79.3%
Q7-15. Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	29.4%	70.6%
Q7-16. Other	3.1%	96.9%

Q7. If you mark "Yes," please rate how well your household's needs are being met.

(N=492)

	Fully met	Mostly met	Partly met	Not met
Q7-1. Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	6.7%	16.8%	45.7%	30.8%
Q7-2. Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	7.9%	22.2%	38.1%	31.7%
Q7-3. Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	16.4%	26.7%	24.1%	32.8%
Q7-4. Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	9.7%	20.3%	34.3%	35.7%
Q7-5. Elevated Indoor Track (Running, Walking, Jogging)	6.0%	6.6%	26.9%	60.4%
Q7-6. Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	2.0%	10.1%	22.2%	65.7%
Q7-7. Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	3.1%	4.2%	19.8%	72.9%
Q7-8. Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	2.5%	9.3%	30.9%	57.2%
Q7-9. Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	3.3%	4.9%	27.0%	64.8%
Q7-10. Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	4.1%	8.8%	38.8%	48.2%
Q7-11. Drop-in Child Watch (Short Term While Family Member Exercises)	4.1%	5.5%	30.1%	60.3%
Q7-12. Multi-Generational Activity Space(s) (Shared Senior/Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	2.5%	9.5%	29.7%	58.2%

Q7. If you mark "Yes," please rate how well your household's needs are being met.

	Fully met	Mostly met	Partly met	Not met
Q7-13. Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	2.9%	10.1%	33.3%	53.6%
Q7-14. Youth Afterschool Activity/ Classroom (Educational Activities, Maker Space, Art, etc.)	3.2%	14.9%	27.7%	54.3%
Q7-15. Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	5.4%	13.5%	43.2%	37.8%
Q7-16. Other	0.0%	21.4%	21.4%	57.1%

Q8. Which FOUR of the items listed in Question 7 do you think are MOST IMPORTANT to include in the design of a new indoor community recreation center for Billings?

Q8. Top choice	Number	Percent
Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	97	17.5 %
Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	4	0.7 %
Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	44	7.9 %
Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	26	4.7 %
Elevated Indoor Track (Running, Walking, Jogging)	30	5.4 %
Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	13	2.3 %
Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	23	4.1 %
Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	51	9.2 %
Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	65	11.7 %
Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	31	5.6 %
Drop-in Child Watch (Short Term While Family Member Exercises)	9	1.6 %
Multi-Generational Activity Space(s) (Shared Senior/ Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	23	4.1 %
Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	18	3.2 %
Youth Afterschool Activity/Classroom (Educational Activities, Maker Space, Art, etc.)	18	3.2 %
Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	14	2.5 %
Other	11	2.0 %
None chosen	78	14.1 %
Total	555	100.0 %

Q8. Which FOUR of the items listed in Question 7 do you think are MOST IMPORTANT to include in the design of a new indoor community recreation center for Billings?

Q8. 2nd choice	Number	Percent
Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	27	4.9 %
Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	15	2.7 %
Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	37	6.7 %
Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	45	8.1 %
Elevated Indoor Track (Running, Walking, Jogging)	32	5.8 %
Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	20	3.6 %
Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	28	5.0 %
Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	61	11.0 %
Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	63	11.4 %
Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	36	6.5 %
Drop-in Child Watch (Short Term While Family Member Exercises)	9	1.6 %
Multi-Generational Activity Space(s) (Shared Senior/ Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	28	5.0 %
Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	28	5.0 %
Youth Afterschool Activity/Classroom (Educational Activities, Maker Space, Art, etc.)	11	2.0 %
Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	20	3.6 %
Other	3	0.5 %
None chosen	92	16.6 %
Total	555	100.0 %

Q8. Which FOUR of the items listed in Question 7 do you think are MOST IMPORTANT to include in the design of a new indoor community recreation center for Billings?

Q8. 3rd choice	Number	Percent
Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	28	5.0 %
Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	19	3.4 %
Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	34	6.1 %
Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	35	6.3 %
Elevated Indoor Track (Running, Walking, Jogging)	46	8.3 %
Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	17	3.1 %
Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	18	3.2 %
Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	40	7.2 %
Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	57	10.3 %
Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	35	6.3 %
Drop-in Child Watch (Short Term While Family Member Exercises)	10	1.8 %
Multi-Generational Activity Space(s) (Shared Senior/ Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	37	6.7 %
Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	16	2.9 %
Youth Afterschool Activity/Classroom (Educational Activities, Maker Space, Art, etc.)	19	3.4 %
Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	19	3.4 %
Other	3	0.5 %
None chosen	122	22.0 %
Total	555	100.0 %

Q8. Which FOUR of the items listed in Question 7 do you think are MOST IMPORTANT to include in the design of a new indoor community recreation center for Billings?

Q8. 4th choice	Number	Percent
Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	23	4.1 %
Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	7	1.3 %
Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	44	7.9 %
Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	36	6.5 %
Elevated Indoor Track (Running, Walking, Jogging)	30	5.4 %
Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	20	3.6 %
Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	13	2.3 %
Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	25	4.5 %
Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	29	5.2 %
Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	29	5.2 %
Drop-in Child Watch (Short Term While Family Member Exercises)	10	1.8 %
Multi-Generational Activity Space(s) (Shared Senior/ Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	35	6.3 %
Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	37	6.7 %
Youth Afterschool Activity/Classroom (Educational Activities, Maker Space, Art, etc.)	25	4.5 %
Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	29	5.2 %
Other	4	0.7 %
None chosen	159	28.6 %
Total	555	100.0 %

Q8. Which FOUR of the items listed in Question 7 do you think are MOST IMPORTANT to include in the design of a new indoor community recreation center for Billings? (top 4)

Q8. Sum of top 4 choices	Number	Percent
Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	175	31.5 %
Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	45	8.1 %
Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	159	28.6 %
Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	142	25.6 %
Elevated Indoor Track (Running, Walking, Jogging)	138	24.9 %
Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	70	12.6 %
Indoor Competition Swimming (Meets & Events, Spectator Seating, Practice)	82	14.8 %
Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	177	31.9 %
Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	214	38.6 %
Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	131	23.6 %
Drop-in Child Watch (Short Term While Family Member Exercises)	38	6.8 %
Multi-Generational Activity Space(s) (Shared Senior/ Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	123	22.2 %
Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts & Crafts, Games, etc.)	99	17.8 %
Youth Afterschool Activity/Classroom (Educational Activities, Maker Space, Art, etc.)	73	13.2 %
Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	82	14.8 %
Other	21	3.8 %
None chosen	78	14.1 %
Total	1847	

Q9. How far would you be willing to travel to utilize a facility with the amenities that you indicated are most important to you and the members of your household from Question 8?

Q9. How far would you be willing to travel to utilize a facility with amenities that are most important to your household	Number	Percent
Less than 5 miles	171	30.8 %
5-7 miles	177	31.9 %
7-10 miles	105	18.9 %
10+ miles	49	8.8 %
Not provided	53	9.5 %
Total	555	100.0 %

WITHOUT "NOT PROVIDED"

Q9. How far would you be willing to travel to utilize a facility with the amenities that you indicated are most important to you and the members of your household from Question 8? (without "not provided")

Q9. How far would you be willing to travel to utilize a facility with amenities that are most important to your household	Number	Percent
Less than 5 miles	171	34.1 %
5-7 miles	177	35.3 %
7-10 miles	105	20.9 %
10+ miles	49	9.8 %
Total	502	100.0 %

Q10. Does anyone in your household currently participate in an indoor league sport?

Q10. Does anyone in your household currently participate in an indoor league sport	Number	Percent
Yes	97	17.5 %
No	458	82.5 %
Total	555	100.0 %

Q10a. How willing would you be to pay a higher league fee for the use of the new indoor recreation facility if it meets your needs?

Q10a. How willing would you be to pay a higher league fee for the use of new indoor recreation facility	Number	Percent
Very willing	22	22.7 %
Willing	30	30.9 %
Neutral	28	28.9 %
Not willing	10	10.3 %
Not at all willing	7	7.2 %
Total	97	100.0 %

Q10b. If you answered "Not willing" or "Not at all willing" to Question 10a, please indicate why you are not willing to pay higher league fees to support the development of a new indoor recreation facility?

Q10b. Why are you not willing to pay higher league fees to support development of a new indoor recreation facility	Number	Percent
League fees are too high already	10	58.8 %
I do not see the need for a new indoor facility	3	17.6 %
My children will not be playing indoor league sports much longer (aging out)	1	5.9 %
I think those who use the facility for other recreation purposes should bear the burden of paying for the facility	3	17.6 %
I think City should explore other financing options before raising league fees	9	52.9 %
Total	26	

Q11. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements.

(N=555)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree	Don't know
Q11-1. It is valuable to me to have an indoor community recreation center	33.5%	36.2%	15.5%	2.7%	7.2%	4.9%
Q11-2. I believe an indoor community recreation center boosts property values in the community	31.2%	37.7%	16.8%	3.6%	4.5%	6.3%
Q11-3. City of Billings needs an indoor community recreation center	39.3%	36.0%	11.9%	2.9%	6.8%	3.1%
Q11-4. City needs to create a regional attraction by having the facilities for hosting tournaments & events in our community	36.2%	31.4%	16.2%	6.1%	6.7%	3.4%
Q11-5. An indoor community recreation center should include a social gathering component	27.6%	39.1%	21.1%	4.3%	3.8%	4.1%
Q11-6. Our community needs more fitness, recreation, & social opportunities	31.0%	36.9%	18.6%	5.8%	5.2%	2.5%
Q11-7. Our community needs more fitness, recreation, & social opportunities for seniors	29.7%	35.9%	20.2%	2.9%	4.0%	7.4%

Q11. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements.

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree	Don't know
Q11-8. Our community needs more fitness, recreation, social, & after school opportunities for our youth	34.4%	36.2%	16.0%	2.5%	3.8%	7.0%
Q11-9. City needs a new indoor community recreation center to serve growing needs of community's recreation desires	35.3%	38.6%	13.0%	3.4%	4.9%	4.9%
Q11-10. A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	51.0%	36.9%	5.2%	1.1%	2.9%	2.9%
Q11-11. A new indoor community recreation center would contribute to the economic health of our community	42.2%	35.1%	11.0%	2.7%	4.0%	5.0%

WITHOUT "DON'T KNOW"

Q11. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements. (without "don't know")

(N=555)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree
Q11-1. It is valuable to me to have an indoor community recreation center	35.2%	38.1%	16.3%	2.8%	7.6%
Q11-2. I believe an indoor community recreation center boosts property values in the community	33.3%	40.2%	17.9%	3.8%	4.8%
Q11-3. City of Billings needs an indoor community recreation center	40.5%	37.2%	12.3%	3.0%	7.1%
Q11-4. City needs to create a regional attraction by having the facilities for hosting tournaments & events in our community	37.5%	32.5%	16.8%	6.3%	6.9%
Q11-5. An indoor community recreation center should include a social gathering component	28.8%	40.8%	22.0%	4.5%	3.9%
Q11-6. Our community needs more fitness, recreation, & social opportunities	31.8%	37.9%	19.0%	5.9%	5.4%
Q11-7. Our community needs more fitness, recreation, & social opportunities for seniors	32.1%	38.7%	21.8%	3.1%	4.3%
Q11-8. Our community needs more fitness, recreation, social, & after school opportunities for our youth	37.0%	39.0%	17.2%	2.7%	4.1%
Q11-9. City needs a new indoor community recreation center to serve growing needs of community's recreation desires	37.1%	40.5%	13.6%	3.6%	5.1%
Q11-10. A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	52.5%	38.0%	5.4%	1.1%	3.0%

WITHOUT "DON'T KNOW"

Q11. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements. (without "don't know")

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree
Q11-11. A new indoor community recreation center would contribute to the economic health of our community	44.4%	37.0%	11.6%	2.8%	4.2%

Q12. Which THREE of the items listed in Question 11 do you think are MOST IMPORTANT when thinking about the design of a new indoor community recreation center?

Q12. Top choice	Number	Percent
It is valuable to me to have an indoor community recreation center	60	10.8 %
I believe an indoor community recreation center boosts property values in the community	25	4.5 %
City of Billings needs an indoor community recreation center	76	13.7 %
City needs to create a regional attraction by having the facilities for hosting tournaments & events in our community	75	13.5 %
An indoor community recreation center should include a social gathering component	22	4.0 %
Our community needs more fitness, recreation, & social opportunities	55	9.9 %
Our community needs more fitness, recreation, & social opportunities for seniors	36	6.5 %
Our community needs more fitness, recreation, social, & after school opportunities for our youth	30	5.4 %
City needs a new indoor community recreation center to serve growing needs of community's recreation desires	24	4.3 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	64	11.5 %
A new indoor community recreation center would contribute to the economic health of our community	18	3.2 %
None chosen	70	12.6 %
Total	555	100.0 %

Q12. Which THREE of the items listed in Question 11 do you think are MOST IMPORTANT when thinking about the design of a new indoor community recreation center?

Q12. 2nd choice	Number	Percent
It is valuable to me to have an indoor community recreation center	26	4.7 %
I believe an indoor community recreation center boosts property values in the community	37	6.7 %
City of Billings needs an indoor community recreation center	35	6.3 %
City needs to create a regional attraction by having the facilities for hosting tournaments & events in our community	52	9.4 %
An indoor community recreation center should include a social gathering component	40	7.2 %
Our community needs more fitness, recreation, & social opportunities	45	8.1 %
Our community needs more fitness, recreation, & social opportunities for seniors	39	7.0 %
Our community needs more fitness, recreation, social, & after school opportunities for our youth	55	9.9 %
City needs a new indoor community recreation center to serve growing needs of community's recreation desires	53	9.5 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	58	10.5 %
A new indoor community recreation center would contribute to the economic health of our community	29	5.2 %
None chosen	86	15.5 %
Total	555	100.0 %

Q12. Which THREE of the items listed in Question 11 do you think are MOST IMPORTANT when thinking about the design of a new indoor community recreation center?

Q12. 3rd choice	Number	Percent
It is valuable to me to have an indoor community recreation center	28	5.0 %
I believe an indoor community recreation center boosts property values in the community	21	3.8 %
City of Billings needs an indoor community recreation center	33	5.9 %
City needs to create a regional attraction by having the facilities for hosting tournaments & events in our community	43	7.7 %
An indoor community recreation center should include a social gathering component	24	4.3 %
Our community needs more fitness, recreation, & social opportunities	32	5.8 %
Our community needs more fitness, recreation, & social opportunities for seniors	31	5.6 %
Our community needs more fitness, recreation, social, & after school opportunities for our youth	33	5.9 %
City needs a new indoor community recreation center to serve growing needs of community's recreation desires	63	11.4 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	81	14.6 %
A new indoor community recreation center would contribute to the economic health of our community	55	9.9 %
None chosen	111	20.0 %
Total	555	100.0 %

Q12. Which THREE of the items listed in Question 11 do you think are MOST IMPORTANT when thinking about the design of a new indoor community recreation center? (top 3)

Q12. Sum of top 3 choices	Number	Percent
It is valuable to me to have an indoor community recreation center	114	20.5 %
I believe an indoor community recreation center boosts property values in the community	83	15.0 %
City of Billings needs an indoor community recreation center	144	25.9 %
City needs to create a regional attraction by having the facilities for hosting tournaments & events in our community	170	30.6 %
An indoor community recreation center should include a social gathering component	86	15.5 %
Our community needs more fitness, recreation, & social opportunities	132	23.8 %
Our community needs more fitness, recreation, & social opportunities for seniors	106	19.1 %
Our community needs more fitness, recreation, social, & after school opportunities for our youth	118	21.3 %
City needs a new indoor community recreation center to serve growing needs of community's recreation desires	140	25.2 %
A new indoor community recreation center should be designed to include amenities & facilities that all residents can use regardless of age or ability	203	36.6 %
A new indoor community recreation center would contribute to the economic health of our community	102	18.4 %
None chosen	70	12.6 %
Total	1468	

Q13. For each item listed below, please indicate what you believe is the appropriate mix of support from taxes versus user fees for each program/service provided by Billings Parks and Recreation.

(N=555)

	Taxes pay more	4	Even mix of tax support & user fees	2	Users pay more	Not provided
Q13-1. Youth Competitive Court Sports (Basketball, Volleyball, etc.)	4.0%	4.7%	35.1%	10.3%	40.5%	5.4%
Q13-2. Youth Recreational Court Sports (Basketball, Volleyball, etc.)	8.6%	8.3%	38.2%	7.2%	32.1%	5.6%
Q13-3. Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	3.8%	5.2%	36.8%	9.7%	38.7%	5.8%
Q13-4. Youth Competitive Swimming	4.9%	5.0%	31.7%	10.6%	41.3%	6.5%
Q13-5. Youth Recreational Swimming	9.9%	9.0%	38.2%	5.2%	32.1%	5.6%
Q13-6. Adult Recreational Swimming	5.4%	6.7%	37.3%	8.8%	36.6%	5.2%
Q13-7. Swim Lessons	10.8%	6.1%	31.2%	7.9%	38.2%	5.8%
Q13-8. Open Swimming & Aquatic Exercise Classes	5.8%	5.4%	39.1%	8.3%	35.7%	5.8%
Q13-9. Youth Competitive Hockey	3.4%	2.9%	26.3%	10.6%	49.2%	7.6%
Q13-10. Youth Recreational Hockey	5.6%	5.9%	31.7%	10.1%	39.3%	7.4%
Q13-11. Adult Recreational Hockey	1.6%	2.9%	24.1%	13.0%	51.0%	7.4%

Q13. For each item listed below, please indicate what you believe is the appropriate mix of support from taxes versus user fees for each program/service provided by Billings Parks and Recreation.

	Taxes pay more	4	Even mix of tax support & user fees	2	Users pay more	Not provided
Q13-12. Figure Skating/ Synchronized Skating	1.8%	2.5%	27.4%	11.4%	49.4%	7.6%
Q13-13. Curling	1.4%	2.2%	25.6%	10.1%	52.1%	8.6%
Q13-14. Ice Skating Lessons	3.1%	4.0%	27.0%	9.7%	48.5%	7.7%
Q13-15. Drop-in Fitness & Wellness	5.4%	6.7%	38.2%	8.3%	35.3%	6.1%
Q13-16. Organized Group Fitness & Wellness Classes	5.0%	6.1%	37.7%	9.0%	35.1%	7.0%
Q13-17. Adult Enrichment Classes (Ballroom Dance, Art, etc.)	4.0%	3.8%	29.7%	10.6%	45.2%	6.7%
Q13-18. Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	10.1%	7.6%	33.2%	7.2%	33.9%	8.1%
Q13-19. Teen Programs	17.7%	11.5%	32.6%	5.4%	26.3%	6.5%
Q13-20. Senior Programs	18.0%	12.1%	36.8%	4.1%	22.9%	6.1%
Q13-21. Before & After School Programs/ Summer Camps	16.0%	10.1%	35.7%	5.8%	26.7%	5.8%
Q13-22. Family Programs (Family Fun Days/Activities)	8.3%	7.7%	41.3%	5.9%	30.5%	6.3%
Q13-23. Events & Special Functions	4.1%	3.6%	30.6%	9.2%	45.6%	6.8%

WITHOUT "NOT PROVIDED"

Q13. For each item listed below, please indicate what you believe is the appropriate mix of support from taxes versus user fees for each program/service provided by Billings Parks and Recreation. (without "not provided")

(N=555)

	Taxes pay more	4	Even mix of tax support & user fees	2	Users pay more
Q13-1. Youth Competitive Court Sports (Basketball, Volleyball, etc.)	4.2%	5.0%	37.1%	10.9%	42.9%
Q13-2. Youth Recreational Court Sports (Basketball, Volleyball, etc.)	9.2%	8.8%	40.5%	7.6%	34.0%
Q13-3. Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	4.0%	5.5%	39.0%	10.3%	41.1%
Q13-4. Youth Competitive Swimming	5.2%	5.4%	33.9%	11.4%	44.1%
Q13-5. Youth Recreational Swimming	10.5%	9.5%	40.5%	5.5%	34.0%
Q13-6. Adult Recreational Swimming	5.7%	7.0%	39.4%	9.3%	38.6%
Q13-7. Swim Lessons	11.5%	6.5%	33.1%	8.4%	40.5%
Q13-8. Open Swimming & Aquatic Exercise Classes	6.1%	5.7%	41.5%	8.8%	37.9%
Q13-9. Youth Competitive Hockey	3.7%	3.1%	28.5%	11.5%	53.2%
Q13-10. Youth Recreational Hockey	6.0%	6.4%	34.2%	10.9%	42.4%
Q13-11. Adult Recreational Hockey	1.8%	3.1%	26.1%	14.0%	55.1%
Q13-12. Figure Skating/Synchronized Skating	1.9%	2.7%	29.6%	12.3%	53.4%
Q13-13. Curling	1.6%	2.4%	28.0%	11.0%	57.0%
Q13-14. Ice Skating Lessons	3.3%	4.3%	29.3%	10.5%	52.5%
Q13-15. Drop-in Fitness & Wellness	5.8%	7.1%	40.7%	8.8%	37.6%
Q13-16. Organized Group Fitness & Wellness Classes	5.4%	6.6%	40.5%	9.7%	37.8%

WITHOUT "NOT PROVIDED"

Q13. For each item listed below, please indicate what you believe is the appropriate mix of support from taxes versus user fees for each program/service provided by Billings Parks and Recreation. (without "not provided")

	Taxes pay more	4	Even mix of tax support & user fees	2	Users pay more
Q13-17. Adult Enrichment Classes (Ballroom Dance, Art, etc.)	4.2%	4.1%	31.9%	11.4%	48.5%
Q13-18. Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	11.0%	8.2%	36.1%	7.8%	36.9%
Q13-19. Teen Programs	18.9%	12.3%	34.9%	5.8%	28.1%
Q13-20. Senior Programs	19.2%	12.9%	39.2%	4.4%	24.4%
Q13-21. Before & After School Programs/Summer Camps	17.0%	10.7%	37.9%	6.1%	28.3%
Q13-22. Family Programs (Family Fun Days/Activities)	8.8%	8.3%	44.0%	6.3%	32.5%
Q13-23. Events & Special Functions	4.4%	3.9%	32.9%	9.9%	48.9%

Q14. Which FOUR of the programs/services listed in Question 13 would you and the members of your household be MOST INTERESTED in participating in?

Q14. Top choice	Number	Percent
Youth Competitive Court Sports (Basketball, Volleyball, etc.)	41	7.4 %
Youth Recreational Court Sports (Basketball, Volleyball, etc.)	20	3.6 %
Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	51	9.2 %
Youth Competitive Swimming	8	1.4 %
Youth Recreational Swimming	24	4.3 %
Adult Recreational Swimming	60	10.8 %
Swim Lessons	20	3.6 %
Open Swimming & Aquatic Exercise Classes	36	6.5 %
Youth Competitive Hockey	2	0.4 %
Youth Recreational Hockey	2	0.4 %
Adult Recreational Hockey	11	2.0 %
Figure Skating/Synchronized Skating	3	0.5 %
Curling	6	1.1 %
Ice Skating Lessons	4	0.7 %
Drop-in Fitness & Wellness	32	5.8 %
Organized Group Fitness & Wellness Classes	27	4.9 %
Adult Enrichment Classes (Ballroom Dance, Art, etc.)	22	4.0 %
Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	6	1.1 %
Teen Programs	8	1.4 %
Senior Programs	36	6.5 %
Before & After School Programs/Summer Camps	18	3.2 %
Family Programs (Family Fun Days/Activities)	10	1.8 %
Events & Special Functions	14	2.5 %
None chosen	94	16.9 %
Total	555	100.0 %

Q14. Which FOUR of the programs/services listed in Question 13 would you and the members of your household be MOST INTERESTED in participating in?

Q14. 2nd choice	Number	Percent
Youth Competitive Court Sports (Basketball, Volleyball, etc.)	11	2.0 %
Youth Recreational Court Sports (Basketball, Volleyball, etc.)	25	4.5 %
Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	24	4.3 %
Youth Competitive Swimming	10	1.8 %
Youth Recreational Swimming	18	3.2 %
Adult Recreational Swimming	37	6.7 %
Swim Lessons	15	2.7 %
Open Swimming & Aquatic Exercise Classes	46	8.3 %
Youth Competitive Hockey	7	1.3 %
Youth Recreational Hockey	5	0.9 %
Adult Recreational Hockey	3	0.5 %
Figure Skating/Synchronized Skating	5	0.9 %
Curling	12	2.2 %
Ice Skating Lessons	5	0.9 %
Drop-in Fitness & Wellness	32	5.8 %
Organized Group Fitness & Wellness Classes	38	6.8 %
Adult Enrichment Classes (Ballroom Dance, Art, etc.)	34	6.1 %
Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	14	2.5 %
Teen Programs	10	1.8 %
Senior Programs	34	6.1 %
Before & After School Programs/Summer Camps	10	1.8 %
Family Programs (Family Fun Days/Activities)	20	3.6 %
Events & Special Functions	19	3.4 %
None chosen	121	21.8 %
Total	555	100.0 %

Q14. Which FOUR of the programs/services listed in Question 13 would you and the members of your household be MOST INTERESTED in participating in?

Q14. 3rd choice	Number	Percent
Youth Competitive Court Sports (Basketball, Volleyball, etc.)	10	1.8 %
Youth Recreational Court Sports (Basketball, Volleyball, etc.)	17	3.1 %
Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	29	5.2 %
Youth Competitive Swimming	7	1.3 %
Youth Recreational Swimming	14	2.5 %
Adult Recreational Swimming	17	3.1 %
Swim Lessons	18	3.2 %
Open Swimming & Aquatic Exercise Classes	35	6.3 %
Youth Competitive Hockey	3	0.5 %
Youth Recreational Hockey	1	0.2 %
Adult Recreational Hockey	7	1.3 %
Figure Skating/Synchronized Skating	4	0.7 %
Curling	6	1.1 %
Ice Skating Lessons	6	1.1 %
Drop-in Fitness & Wellness	43	7.7 %
Organized Group Fitness & Wellness Classes	29	5.2 %
Adult Enrichment Classes (Ballroom Dance, Art, etc.)	37	6.7 %
Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	19	3.4 %
Teen Programs	11	2.0 %
Senior Programs	27	4.9 %
Before & After School Programs/Summer Camps	20	3.6 %
Family Programs (Family Fun Days/Activities)	37	6.7 %
Events & Special Functions	20	3.6 %
None chosen	138	24.9 %
Total	555	100.0 %

Q14. Which FOUR of the programs/services listed in Question 13 would you and the members of your household be MOST INTERESTED in participating in?

Q14. 4th choice	Number	Percent
Youth Competitive Court Sports (Basketball, Volleyball, etc.)	5	0.9 %
Youth Recreational Court Sports (Basketball, Volleyball, etc.)	11	2.0 %
Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	20	3.6 %
Youth Competitive Swimming	3	0.5 %
Youth Recreational Swimming	15	2.7 %
Adult Recreational Swimming	12	2.2 %
Swim Lessons	10	1.8 %
Open Swimming & Aquatic Exercise Classes	20	3.6 %
Youth Competitive Hockey	3	0.5 %
Youth Recreational Hockey	3	0.5 %
Adult Recreational Hockey	2	0.4 %
Figure Skating/Synchronized Skating	2	0.4 %
Curling	9	1.6 %
Ice Skating Lessons	7	1.3 %
Drop-in Fitness & Wellness	32	5.8 %
Organized Group Fitness & Wellness Classes	28	5.0 %
Adult Enrichment Classes (Ballroom Dance, Art, etc.)	28	5.0 %
Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	15	2.7 %
Teen Programs	16	2.9 %
Senior Programs	25	4.5 %
Before & After School Programs/Summer Camps	18	3.2 %
Family Programs (Family Fun Days/Activities)	35	6.3 %
Events & Special Functions	51	9.2 %
None chosen	185	33.3 %
Total	555	100.0 %

Q14. Which FOUR of the programs/services listed in Question 13 would you and the members of your household be MOST INTERESTED in participating in? (top 4)

Q14. Sum of top 4 choices	Number	Percent
Youth Competitive Court Sports (Basketball, Volleyball, etc.)	67	12.1 %
Youth Recreational Court Sports (Basketball, Volleyball, etc.)	73	13.2 %
Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	124	22.3 %
Youth Competitive Swimming	28	5.0 %
Youth Recreational Swimming	71	12.8 %
Adult Recreational Swimming	126	22.7 %
Swim Lessons	63	11.4 %
Open Swimming & Aquatic Exercise Classes	137	24.7 %
Youth Competitive Hockey	15	2.7 %
Youth Recreational Hockey	11	2.0 %
Adult Recreational Hockey	23	4.1 %
Figure Skating/Synchronized Skating	14	2.5 %
Curling	33	5.9 %
Ice Skating Lessons	22	4.0 %
Drop-in Fitness & Wellness	139	25.0 %
Organized Group Fitness & Wellness Classes	122	22.0 %
Adult Enrichment Classes (Ballroom Dance, Art, etc.)	121	21.8 %
Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	54	9.7 %
Teen Programs	45	8.1 %
Senior Programs	122	22.0 %
Before & After School Programs/Summer Camps	66	11.9 %
Family Programs (Family Fun Days/Activities)	102	18.4 %
Events & Special Functions	104	18.7 %
None chosen	94	16.9 %
Total	1776	

Q16. What is your age?

Q16. Your age	Number	Percent
18-34	107	19.3 %
35-44	110	19.8 %
45-54	109	19.6 %
55-64	107	19.3 %
65+	108	19.5 %
Not provided	14	2.5 %
Total	555	100.0 %

WITHOUT "NOT PROVIDED"

Q16. What is your age? (without "not provided")

Q16. Your age	Number	Percent
18-34	107	19.8 %
35-44	110	20.3 %
45-54	109	20.1 %
55-64	107	19.8 %
65+	108	20.0 %
Total	541	100.0 %

Q17. Counting yourself, how many people in your household are...

	Mean	Sum
Under age 5	0.2	87
Ages 5-9	0.2	114
Ages 10-14	0.2	131
Ages 15-19	0.2	120
Ages 20-24	0.1	73
Ages 25-34	0.2	113
Ages 35-44	0.4	243
Ages 45-54	0.4	195
Ages 55-64	0.4	218
Ages 65-74	0.3	162
Ages 75+	0.2	92

Q18. Approximately how many years have you lived in the City of Billings?

Q18. How many years have you lived in City of Billings	Number	Percent
0-5	43	7.7 %
6-10	40	7.2 %
11-15	34	6.1 %
16-20	63	11.4 %
21-30	107	19.3 %
31+	245	44.1 %
Not provided	23	4.1 %
Total	555	100.0 %

WITHOUT "NOT PROVIDED"

Q18. Approximately how many years have you lived in the City of Billings? (without "not provided")

Q18. How many years have you lived in City of Billings	Number	Percent
0-5	43	8.1 %
6-10	40	7.5 %
11-15	34	6.4 %
16-20	63	11.8 %
21-30	107	20.1 %
31+	245	46.1 %
Total	532	100.0 %

Q19. What is your total household income?

Q19. Your total household income	Number	Percent
Under $35K	76	13.7 %
$35K to $59,999	85	15.3 %
$60K to $99,999	162	29.2 %
$100K to $149,999	96	17.3 %
$150K+	67	12.1 %
Not provided	69	12.4 %
Total	555	100.0 %

WITHOUT "NOT PROVIDED"

Q19. What is your total household income? (without "not provided")

Q19. Your total household income	Number	Percent
Under $35K	76	15.6 %
$35K to $59,999	85	17.5 %
$60K to $99,999	162	33.3 %
$100K to $149,999	96	19.8 %
$150K+	67	13.8 %
Total	486	100.0 %

Q20. What is your gender?

Q20. Your gender	Number	Percent
Male	279	50.3 %
Female	271	48.8 %
Not provided	5	0.9 %
Total	555	100.0 %

WITHOUT "NOT PROVIDED"

Q20. What is your gender? (without "not provided")

Q20. Your gender	Number	Percent
Male	279	50.7 %
Female	271	49.3 %
Total	550	100.0 %

5 Open-Ended Responses

Open-Ended Questions:

Q4—"Other": Which of the following organizations provide indoor sports and recreation facilities that are used by you and other members of your household?

- Audabon Center
- Bowling
- Centennial Ice Arena
- Centennial Ice Arena
- Centennial Ice Arena
- Centennial Ice Arena
- Centennial Ice Arena
- Centennial Ice Arena
- Club volleyball
- Concerts, rodeos, Native American Powwow organizations
- D-Bat, Yoga, Swim
- dog park
- "Go Kickball
- Billings Sports ball"
- golf course
- golf course
- Ice rink which the city should support. Every big town and some very small support a nice Ice Rink and Billings is the worst.
- just moved within 3 months to the state and I do not have the $$
- Lagree MT
- Laurel Locomotion fitness.
- Laurel Yoga Studio
- North park Community Center
- Private adult recreation league
- Private fitness.
- Shrine Auditorium
- Shrine/steep world
- Swing Lab
- The Reef
- Travel baseball upper deck.
- We do not currently as a household. However, when raising children the YMCA, Youth Sports organizations, Church groups etc. If Billings had a decent recreation facility, I could see my husband and I getting more involved in utilizing a rec center.
- Wise wonders children's museum

Q5—"Other": Please CHECK ALL of the following reasons why your household does not participate in indoor sports or recreation programs or activities MORE OFTEN.

- adult clubs, crafting and hobbies
- belong to private fitness club
- bus does not run late in PM and do not always go to the activity
- Children are grown now and we usually only go to gym or walk the paths. We do have a nephew that we watch in sports and he is in baseball, basketball, football so that is where we use the facilities
- Covid
- Covid
- Covid
- Covid
- Covid
- Covid
- COVID - avoiding indoor activities past 2 years
- covid, prefer outdoors
- Currently have small children that don't want to go to provided childcare but would love to get back to "more often".
- Did not know about facility.
- Don't have enough information on the facilities.
- Don't know about the events
- Don't know about them
- Don't get info quick and easily.
- Don't know much about them
- Exercise and walk outdoors.
- Gas, food, utilities prices, inflation.
- have not been active
- health issues
- health issues
- health issues
- Health limitations
- Health limitations prompting me to avoid interaction with people outside my immediate family.
- home gym
- I am not at a time in my life where I schedule a regular time to do this. I plan to use the Y in the future. I prefer to exercise in my own home and walk the Bike Path as often as I can because it is convenient.
- I prefer outdoors, I ride bikes
- I raised three very active boys who were involved in many sports. They are now in their 20's. YOUTH Sports facilities and access to good quality indoor facilities such as hockey, indoor football and off season work out, wrestling clubs, basketball and swimming all have been overlooked for far too long. Wyoming has incredible recreation facilities that offer swimming, indoor ice rinks, rock climbing walls, basket ball courts, tennis courts running tracks to name a few. When I visit Gillette I use their facility often. Now that we are empty nesters and since Covid, we have a home gym.

- I really need to educate myself more on what's available in Billings in the summer months. I would like to see indoor pickleball offered during winter months as many people can't afford gym memberships - especially seniors on a fixed income or young families. I snowbird in Florida and down here the county parks and rec folks have wonderful facilities that are very affordable to use. In fact, there are several centers available to me within my own county. I can play indoor pickleball for as cheap as 1.50 per day. They also offer affordable classes, fitness equipment, pools. Billings needs a city or county rec center!!
- I walk outdoors in my neighborhood
- I will be more involved soon
- injured
- just moved here
- Kids are grown
- Kids are grown
- Kids are too young for organized sports and I'm too busy
- Lack of awareness of programs.
- Lack of knowing
- Men's hockey has to play at late hours due to one poor rink.
- More advertising needs to be done in newspaper, Facebook, etc.
- Native American do not feel welcome. Deep seated hatred amongst the non-native community
- Need programs for teens between the age of 12 to 18.
- Need to find the motivation.
- New to Billings.
- No childcare on site
- no enforcement of equipment cleaning between users. This happens at every facility we have been to in the last few yrs.
- no knowledge
- Not aware of them.
- Not aware of them.
- Not enough staff manning
- Not knowing about them.
- Older than the average
- Our kids have grown up left our home
- Pandemic
- Pandemic
- Parks and Rec doesn't sports or activities they fit my lifestyle
- Physical limitations
- pickleball times are limited & often overly full
- poor/cheap
- prefer being outside and we have been in pandemic.
- Prefer outdoor activity.
- prefer outdoors
- Prefer to golf, fish, hike, or hunt.
- Recreate outside
- Satisfied with current scheduling.
- Too many people using them.

- Truly the last two years of the pandemic have kept me away from any such places. Plus, I've had some personal health issues. Now that both of these reasons are diminishing I will hopefully utilize what's available. I think they public recreational opportunities are incredibly important for our community and I fully support enhancing what our city has to offer.
- unaware of facilities and programs/activities
- We are in all the sports we want to be in.
- We are snow birds.
- We aren’t aware of any adult indoor sport or recreation programs and I don’t know how to find out more information about them.
- We belong to a fitness center and our free time is spent there
- We do not have extra time at this moment in our lives
- We just do basketball, all other sports are outside.
- We participate in many activities.
- We prefer outdoor activities throughout the year.
- We would love more indoor facilities for the winter months! We play sports year round, and swimming and gym facilities are so limited in the area.

Q7—"Other": Several indoor recreation facilities and amenities that could be included in the new Billings Community Recreation Center are listed below. For each one, please indicate if you or others in your household have a need for the item by circling either "Yes" or "No." If you mark "Yes," please rate how well your household's needs are being met.

- archery classes, indoor shooting range
- Batting cages
- BIKE TRAILS/RUNNING PATHS/Dog-joining paths/ XC SKI Trail system (check out Park City Utah! Yes I know, they had the Olympics but we need outdoor opps for large muscle groups, get-out-&-stay-out size & distance & dimensions) & we need to keep going expanding our trail systems so folks can accomplish non-motorized errands & commutes safely & reduce our use of fossil fuels, & for our mental health our pets are important, we need many more dog park facilities for families throughout Billings to get folks OUTSIDE & get the necessary sunlight to trigger their body's own immune system (vitD/melatonin production!) & get a good long jog in on varied terrain such as hilly areas w/access to a stream if there is such a thing) such as they have in Butte, Bozeman, Red Lodge.
- bike/running tracks
- Botanical gardens indoor and outdoor facility
- fees to join classes
- Height and location.
- Indoor field
- indoor dog exercise area
- Indoor skate park
- Kids need a place to play inside, since we always have a never ending winter.
- Large area to hold 2000 powwow attendance with 8 food service and area for 20 vendors
- Lazy
- Senior center on the west end.
- spa & hot tub
- Tennis courts
- Visit Gillette, WY rec center

Q15: Please provide any additional comments that you would like to share.

- A 50 meter pool is needed, Bozeman is the only option for indoor use, or hotels, and they are outrageous. Bring back the money here.
- A completely terrible idea.
- A really nice indoor aquatic center like Billings. We need more adult activities.
- Adult recreational skating would be nice
- Any of the uses of these facilities should be totally covered by user fees. No MORE TAXES ON REAL ESTATE. Enough is enough. We are not socialist yet but it seems like those that want something like these facilities want everyone else to pay for them to their benefit at a lower fee so they can save money and have immediate fulfillment rather delayed enjoyment when they have earned the money to enjoy the benefit. Those that don't use the facilities should not be Forced to pay for those facilities for the benefit of the community. That is Socialism. I grew up very poor but I paid for basic needs like police and schools in taxes and user fees.
- Anything to do with seniors should be tax based and not charged.
- As I noted in a previous question, Billings is really behind the times in terms of a dedicated recreational facility. Even Cody has a beautiful building with indoor swimming, courts for pickleball, etc. One of the reasons why we winter in Florida is because of the dedication to recreation. They have 6 beautiful facilities (indoor and outdoor) and we can go to any of them in our county (Charlotte County). https://www.charlottecountyfl.gov/departments/community-services/recreation-pools/recreation-centers/ These facilities serve people of all ages and support healthy activities and lifestyles. Given the high percentage of depression in Montana youths, it seems that a nice facility with good programming could help turn this around. In our winter home, they help fund projects through a 1% local option sales tax that has to be renewed by voters and goes to supporting many projects. More info here: https://www.charlottecountyfl.gov/departments/administration/sales-tax/. Parks and Rec has made a commitment to pickleball in Billings and it there really is an opportunity for growth in this -- perhaps as a destination tournament location given our proximity to Yellowstone Park, etc. Large tournaments really bring in the people and money but we need to have the infrastructure too. Thanks for asking my opinion on things. I sure hope that Billings can get a nice rec center someday.
- Been much needed for some time. Provides needed option for year round use.
- Better and more outdoor recreation options
- Billings is in dire need of an indoor Olympic size swimming pool for our high school swim team.
- Billings does not need a rec center paid for by taxpayers.
- Billings is growing. We need to get with the times. We are so far behind most cities with our population.
- Billings is in desperate need for a modern ice facility that will allow it to promote tourism and industry locally. Other communities in Montana have modern facilities with multiple sheets of ice. There is a need in this community for a similar facility.
- Billings is lacking in this area, and it would be a welcome addition to the community.
- Billings needs a well rounded sports and rec center!

- Billings needs an indoor pool for recreation and competition. Anything social and recreational to draw the community together would be a benefit and hopefully lower crime rates and boost the economics of our town.
- Billings needs more bike paths/trails
- Billings needs more spaces large enough for weddings, job fairs, family reunions, etc.
- Billings needs to support hockey as other Montana towns do.
- Buildings need a multi use facility.
- Civil programs should not compete with private industry.
- Dehler Park is a horrible example of taxpayers paying for a facility used for very little community things. I pay taxes for that park and have never once been there because the 2 things it hosts are of zero interest to me, yet it was advertised to be a multi-use facility. Please don't make this be like that.
- Do not raise property taxes!
- Don’t duplicate already underused facilities.
- Even though I am not the prime demographic for this right now - working, children grown - I am very very supportive of a new recreational center for billings and I would support a tax increase. I would also support by attending and paying fees as my time and interests allow. So I am a big thumbs up to the idea.
- Examine better use of educational facilities. Running tracks are locked up.
- Family programs should include grandparent(s)/grandkid option.
- I am open to mix of possibilities in a center for both youth and adults, but strongly feel taxes should be the bulk of financing so it is affordable to the largest share of community.
- I am tired of the city of billings billing and taxing for decreasing services, i.e. garbage collection and dumping the cost of indigents onto the tax payers and not addressing the root cause of the problems
- I appreciate the activities and facilities that our Parks and Rec already provide
- I appreciate the need in the community but I do not need it, esp. on the South Side and will not support tax increases for it. Outdoor rec I would support. I think the user fees should support it as they are the ones using it.
- I didn’t know there was an app. Cool. I’m downloading it
- I do think there should be a reduced user fee for lower income families.
- I enjoy taking my grandchildren swimming in summer. It would be great to have an indoor facility for other months.
- I feel that the city desperately needs a better ice skating rink/facility. A clear, indoor public swimming facility would be great as well.
- I feel that with the condition of the health of our people, we need to support activity in daily amounts.
- I have answered this survey based on my personal needs and how I would use a community recreation center.
- I love the idea of a recreational center especially if it involves tournaments which draw in more money fore the community allowing a tax relief. Thank you for letting me participate in this survey.
- I mostly like to walk, dance or swim and enjoy water exercises.

- I regularly walk the local neighborhood.
- I san see lots of value in the youth programs, once we have kids, but we don't yet.
- I think our city would benefit very much from social family gatherings like dances, board game nights, craft nights, etc.
- I would like to see local products, goods, and services have a consistent place to showcase and get their names into the community. Broader access to and from these local businesses, I believe, will drive more growth in our community.
- I would like to see the city of Billings maintain their existing parks better by keeping them mowed. There are several that they do not mow at all.
- If it can't survive on its own, taxes should not pay for it. User fees should pay for all of it, user fees & donations.
- If people want specialized facilities. I.e. ice or water. They can pay for it. They should not be subsidized. The tax dollar per participant is prohibitive.
- If property owners are asked to support this through their taxes then they should have a discounted rate for use (something like 50%). Anyone who lives outside city limits or who is a renter should have to pay full price. There should be programs to help low income families afford services.
- If this is planned for the west end then disregard all of my answers. I'm talking specifically for the heights.
- Indoor skate park
- It is funny that this survey was outsourced to KS as opposed to keeping tax dollars in the community.
- It really depends on how much of a tax increase we are talking about, South Billings taxes are already stupid high!
- It seems the west end of town is over looked for a recreation facility. Please consider the west side as an option?
- It would be wonderful for an affordable option for those since I home school my children they would not have the opportunity to participate in these activities otherwise.
- It's a very nice idea. My concern is that if people don't pay at least some of the fees associated with participating, they won't be compelled to treat the facility with respect and keep it looking nice. It would be devasting to put money into a beautiful new facility and have it be trashed by the community just because it's free.
- It's time for the users to pay more and quit raising taxes.
- Kids need more places to ho to, yo keep them away from all the bad going on in billings lately.
- Let's get it done!
- Let's make Billings standout as a leader
- like any gov't run program, this could be a positive thing or a negative thing. Social programs are good in theory but liberal politics always seem to turn good things into liabilities.
- local health/fitness clubs are abundant in Billings
- Look at Rapid City for a great example. also, Gillette Wy and Casper Wy
- more art classes would be beneficial, oil painting etc.
- More courts are needed!!!

- Multi-generational needs of the community are important to be met. Families, youth and seniors.
- Need more opportunities for youth/ teens
- Need to bring hockey back to the metro.
- No green space in the heights. No basketball courts to shoot on, Subdivisions allowed to build with no green space. Wrong! I live in Kingston Subd. No reason I should have to walk to Walden Grove and no basketball hoop there. That park is sad.
- NO MORE TAXES TO PAY FIR THIS STUFF. THE USER OF ANY FACILITY SHOULD BE PAYING FOR IT NO MORE TAXES!! Can't say that enough.
- None of these are beneficial if you put it all the way on the West end. put something in the Heights.
- Our facilities are not nearly as good as others like Gillette Wy or RC , SD. We need better, our tennis courts need work.
- Parks and Rec already get too much of my tax money.
- Partner with YMCA, they have been here a long time. Include adequate parking space free of charge
- perhaps set up more community rec centers throughout town then just one by one. This allows more area. Send everyone in the mail a list of sports, events, etc.
- please do not raise taxes for a center that many folks will not use but will be shouldered with paying for in their property taxes- which are already too high
- Please remember that there are many people who do not like sports, we need other activities to be able to meet people and learn new things
- Poor timing to plan this. Out current indoor swimming facilities are gong to have to do. Every public school has a gym already.
- Property tax is already outrageous, and we do not have recycling. Use the cannabis tax to pay for this center.
- Reduce user fees for events and activities open to the public. Charge fees for more expensive organized sports that require paid coaches and gear.
- senior wellness classes are in the middle of the day. May 55 to 65 are still working and cannot participate
- Some people have little money and they have to pay class fees and memberships fees (ridiculous) Community would be less crime, healthier, if we had more things to participate in without a huge fee
- Taxes are too high now. We have many private businesses providing the described services. They should not be a government concern
- Taxes should not be raised in this qwest!
- Thank you
- Thank you for all the classes that you offer for parks and rec.
- Thank you for doing this. Our community needs more opportunities for families to be active together and provide things that are cost friendly for families. It's hard as a family of 6 to always afford the extra curricular activities or to find fun things to do together to be active during the cold winter months.
- The city already has Metra Park maybe it's time they use it and take care of it

- The city council loves to spend our money.
- The city is crooked. They are thieves.
- The city needs to offer tax incentives for anyone willing to open a grocery store on the Southside. It's a food desert and people can't live off of McDonald's.
- The city needs to quit competing with private industry. People want these things let them join a club. It's not fair tax payers have to shell out money all the time for special interests. City council needs to return to governing and quit running a business with unending expenditures. Let private industry cover the needs of billings. Do not take more of my income for something that doesn't pay for itself
- The city of billings should provide a quality competitive swimming arena that can be used by the high schools as well as for big sky state games with enough spectator seating and prep area for competitors. A quality outdoor ice skating rink should also be considered for public use.
- The residents of the city of Billings should not shoulder the cost of this alone. If it is not paid for by the residents of Yellowstone county I will never use it. The Dehler Field financing getting shoved down my throat so that county folks could enjoy a nice facility was a difficult tax for me to swallow and I have will never set foot in that place! The same for this little pet project. I think it's a good idea but everyone needs to pay and it needs to be CENTRALLY LOCATED, not on the west end! Put out anywhere past Division Street and you will not have my support. Downtown needs modernization and the Heights desperately needs the cities help with attracting new businesses to the area.
- There are a lot of places in Billings were these activities can already take place. I think the focus should be on supporting the businesses.
- This community absolutely needs a competition swim center for the high schools to compete in. We are the laughing stock of the state. It's unfortunate and ridiculous that this has never come to light.
- This indoor facility should be built in the Heights, please complete Castle Rock first!
- This town is taxed to death. The fact that you are even considering this shows how out of touch the city government is with its citizenship and what is occurring in this town right now. Stop wasting our money and start putting it towards things that really matter to the citizens.
- Tired of increasing property taxes to pay for everything. Need to find another way to fund besides from home owners. Everyone complains that rent and housing is too expensive. Need to address that problem before wanting to spend more money
- We don't need this, don't waste our money.
- "We have lived in Billings for 50 plus years, I have been active in various hobby groups, everything too expensive for non-profits , my biggest complaint is that everything we propose is always shot down by the downtown association, all of Billings does not rotate around them, we don’t want a facility downtown, no parking and no city fees
- We have metra & RMC & MSU-B available tot he public for many of these activities.
- We have plenty of facilities. This is not needed.
- We have young children and we are excited that Covid is winding down. We can't wait to use this facility.
- We need an indoor ice skating rink.
- We need more canine options. Recreation with dogs is super important to me. This planning should include that interest.

- We need something in the Heights!
- We really just need an indoor recreational facility as the bike paths and outdoor summer programs are great - we all get fat in winter if you do not have a place to go!
- We really wish they gave more support to tennis programs for youth through adults. We need an indoor facility in addition to improved maintenance of outdoor courts.
- We should not be taxed to support things that we cannot use.
- We think an indoor rec center would be great for our community and would support it.
- We would love more indoor facilities for the winter months! We play sports year round, and swimming and gym facilities are so limited in the area. I am very encourage that the city is considering a rec center!
- West end is growing. A family recreation facility is needed on the west end.
- Why are we using tax money to compete against local businesses. All it does is hurt the local community.
- With the current economic crisis in our country and community we should not be looking for ways to spend money and raise property taxes. We as a community are having a hard enough time filling our vehicles with fuel and putting food on the table.
- Would like more affordable family activities, organized activities for our youth/teens


6
Survey Instrument

City of Billings Parks and Recreation Department

Michael Whitaker
Director

whitakerm@billingsmt.gov

390 N. 23rd Street
Billings, MT 59101
406-657-8371

Website:
www.BillingsParks.org

Dear Billings Resident:

The City of Billings, in collaboration with the South Billings Urban Renewal Association (SBURA), has partnered with a team of consultants to create the Billings Community Recreation Center Concept Development Plan. The plan builds on prior efforts including the 2017 Comprehensive Parks and Recreation Master Plan and the 2019 Recreation Center Master Plan both of which were approved by the Billings City Council. This planning effort will refine the type of facility that will best serve the community of Billings. It was determined that a community-wide need for indoor facilities, including courts, an ice rink, aquatics, sports tournament opportunities, and other family recreational activities exists in Billings.

You have been randomly selected to participate…

We greatly appreciate you taking time out of your busy schedule to complete this survey. For added convenience, the enclosed survey includes a postage-paid envelope to ETC Institute, the survey research firm conducting the survey. If you prefer, you may also complete this survey online at BillingsRecreationSurvey.org.

Your participation is very important…

Please return your survey or complete it online during the next week. Your responses will remain completely confidential. ETC Institute will compile the survey data and deliver a findings report to the City. The data collected will be a valuable resource as we plan for the future of recreation in Billings. A summary of the survey results will be communicated in a public meeting in spring of 2022.

If you have questions, please contact ETC Institute's Project Manager, Ryan Murray at (913) 254-4598 or Ryan.Murray@etcinstitute.com.

We greatly appreciate your input!

If you would like more information on the 2017 and 2019 Master Plans, please visit the links below:

https://www.billingsparks.org/about-us/2017-comprehensive-parks-recreation-master-plan/

https://www.billingsparks.org/about-us/south-billings-aquatic-and-rec-center-master-plan-feasibility-study/

2022 City of Billings Parks and Recreation Survey

The City of Billings would like your input to help determine indoor recreation priorities for a future multi-generational community recreation center in our City. This survey will take 10-15 minutes to complete. When you are finished, please return your survey in the enclosed postage-paid, return-reply envelope. You may also complete the survey online at BillingsRecreationSurvey.org. We greatly appreciate your input!

---

1. From the following list, please CHECK ALL of the ways you learn about City of Billings Parks and Recreation programs, activities, and events.

____(01) Local News Coverage (newspaper, TV, radio)
____(02) Parks & Recreation Activity Guide (mailed to residents)
____(03) Parks & Recreation Digital Activity Guide (on website)
____(04) Parks & Recreation Facebook
____(05) Parks & Recreation Instagram
____(06) Parks & Recreation Twitter
____(07) Parks & Recreation website
____(08) Nextdoor
____(09) Parks & Recreation App
____(10) School Newsletters
____(11) Other: _____

2. From the list in Question 1, which THREE methods of communication would you MOST PREFER the City use to communicate with you about programs, activities, and events? *[Write in your answers below using the numbers from the list in Question 1, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ NONE

3. Approximately how often did you or members of your household visit any indoor sports, recreation, and fitness facilities in Billings over the past 12 months?

____(1) Daily
____(2) Several times per week
____(3) Once per week
____(4) 1 or 2 times per month
____(5) Less than once a month
____(6) Never

4. Which of the following organizations provide indoor sports and recreation facilities that are used by you and other members of your household? *[Check all that apply.]*

____(01) Boys and Girls Club
____(02) Churches/Faith-based organization
____(03) Local colleges (MSU-B, Rocky Mountain College)
____(04) Billings Parks and Recreation
____(05) Elk's Tennis Center
____(06) Sports Plex
____(07) Private health and fitness clubs
____(08) Private instruction classes
____(09) Public or private schools
____(10) YMCA
____(11) Youth sports organizations
____(12) Other: _____
____(13) None; do not use any organizations

5. Please CHECK ALL of the following reasons why your household does not participate in indoor sports or recreation programs or activities MORE OFTEN.

____(01) Programs are full
____(02) Facilities are not well maintained
____(03) Facilities do not have right equipment
____(04) Facility too far from residence
____(05) Lack of quality facilities
____(06) Fees are too high
____(07) Lack of quality programs
____(08) Lack of transportation
____(09) Not interested
____(10) Poor customer service from staff
____(11) Program or facility not offered
____(12) Program times are not convenient
____(13) Registration is difficult
____(14) Too busy
____(15) Travel Requirements
____(16) Other: _____

6. Which TWO of the items listed in Question 5 do you think are the biggest barriers to your participation in indoor sports or recreation programs or activities? *[Write in your answers below using the numbers from the list in Question 5; or circle "NONE."]*

1st: ____ 2nd: ____ NONE

7. Several indoor recreation facilities and amenities that could be included in the new Billings Community Recreation Center are listed below. For each one, please indicate if you or others in your household have a need for the item by circling either "Yes" or "No." If you mark "Yes," please rate how well your household's needs are being met.

	Type of Facility/Amenity	Do you have a need for this facility/amenity?		If "Yes," how well are your needs currently being met? Fully Met	Mostly Met	Partly Met	Not Met
01.	Gymnasium-Court Sports (Basketball, Volleyball, Pickleball, etc.)	Yes	No	4	3	2	1
02.	Gymnasium-Mat Sports (Wrestling, Martial Arts, Gymnastics Events)	Yes	No	4	3	2	1
03.	Open Fitness Area (Cardio, Circuit Training, Free Weights, etc.)	Yes	No	4	3	2	1
04.	Group Exercise Studio(s) (Aerobics, Dance, Yoga, Spinning, etc.)	Yes	No	4	3	2	1
05.	Elevated Indoor Track (Running, Walking, Jogging)	Yes	No	4	3	2	1
06.	Indoor Turf Fieldhouse (Soccer, Football, Lacrosse, etc.)	Yes	No	4	3	2	1
07.	Indoor Competition Swimming (Meets and Events, Spectator Seating, Practice)	Yes	No	4	3	2	1
08.	Indoor Exercise/Lap Swimming (Open Public Lap Swimming, Learn to Swim, Aquatic Exercise Classes, etc.)	Yes	No	4	3	2	1
09.	Indoor Family Leisure Activity Pool (Warm Water, Shallow Entry, Play Features, Learn to Swim, Current Channel, Water Slides)	Yes	No	4	3	2	1
10.	Indoor Ice Skating Rink (Public Skating, Ice Hockey, Figure Skating, Curling, etc.)	Yes	No	4	3	2	1
11.	Drop-in Child Watch (Short Term While Family Member Exercises)	Yes	No	4	3	2	1
12.	Multi-Generational Activity Space(s) (Shared Senior/Youth Activity and Game Areas, Social Spaces, Party Rooms, etc.)	Yes	No	4	3	2	1
13.	Dedicated Senior Activity Space (Senior Gathering Area, Lounge, Arts and Crafts, Games, etc.)	Yes	No	4	3	2	1
14.	Youth Afterschool Activity/Classroom (Educational Activities, Maker Space, Art, etc.)	Yes	No	4	3	2	1
15.	Multi-purpose Meeting Room(s) (Community Gathering, Meeting Space, Classes, Special Functions, Rentable)	Yes	No	4	3	2	1
16.	Other: _____	Yes	No	4	3	2	1

8. Which FOUR of the items listed in Question 7 do you think are MOST IMPORTANT to include in the design of a new indoor community recreation center for Billings? *[Write in your answers below using the numbers from the list in Question 7; or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

9. How far would you be willing to travel to utilize a facility with the amenities that you indicated are MOST IMPORTANT to you and the members of your household from Question 8?

____(1) Less than 5 miles ____(2) 5-7 miles ____(3) 7-10 miles ____(4) 10+ miles

10. Does anyone in your household currently participate in an indoor league sport?

____(1) Yes *[Answer Q10a.]* ____(2) No *[Skip to Q11.]*

10a. How willing would you be to pay a higher league fee for the use of the new indoor recreation facility if it meets your needs?

____(1) Very willing ____(2) Willing ____(3) Neutral ____(4) Not willing [Answer Q10b.] ____(5) Not at all willing [Answer Q10b.]

10b. If you answered "Not willing" or "Not at all willing" to Q10a, please indicate why you are not willing to pay higher league fees to support the development of a new indoor recreation facility?

____(1) League fees are too high already
____(2) I do not see the need for a new indoor facility
____(3) My children will not be playing indoor league sports much longer (aging out)
____(4) I think those who use the facility for other recreation purposes should bear the burden of paying for the facility
____(5) I think the City should explore other financing options before raising league fees

11. Using a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," please rate your level of agreement with the following statements. A rating of "3" indicates you understand the issue but are neutral. Circle "9" if you do not have enough information to have an opinion.

		Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
01.	It is valuable to me to have an indoor community recreation center	5	4	3	2	1	9
02.	I believe an indoor community recreation center boosts property values in the community	5	4	3	2	1	9
03.	The City of Billings needs an indoor community recreation center	5	4	3	2	1	9
04.	The City needs to create a regional attraction by having the facilities for hosting tournaments and events in our community	5	4	3	2	1	9
05.	An indoor community recreation center should include a social gathering component	5	4	3	2	1	9
06.	Our community needs more fitness, recreation, and social opportunities	5	4	3	2	1	9
07.	Our community needs more fitness, recreation, and social opportunities for seniors	5	4	3	2	1	9
08.	Our community needs more fitness, recreation, social, and afterschool opportunities for our youth	5	4	3	2	1	9
09.	The city needs a new indoor community recreation center to serve the growing needs of the community's recreation desires	5	4	3	2	1	9
10.	A new indoor community recreation center should be designed to include amenities and facilities that all residents can use regardless of age or ability	5	4	3	2	1	9
11.	A new indoor community recreation center would contribute to the economic health of our community	5	4	3	2	1	9

12. Which THREE of the items listed in Question 11 do you think are MOST IMPORTANT when thinking about the design of a new indoor community recreation center? *[Write in your answers below using the numbers from the list in Question 11; or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ NONE

13. For each item listed below, please indicate what you believe is the appropriate mix of support from taxes versus user fees for each program/service provided by Billings Parks and Recreation.

	Name of Program/Service	Taxes Pay More	•	Even Mix of Tax Support and User Fees	•	Users Pay More
01.	Youth Competitive Court Sports (Basketball, Volleyball, etc.)	5	4	3	2	1
02.	Youth Recreational Court Sports (Basketball, Volleyball, etc.)	5	4	3	2	1
03.	Adult Recreational Court Sports (Basketball, Volleyball, Pickleball, etc.)	5	4	3	2	1
04.	Youth Competitive Swimming	5	4	3	2	1
05.	Youth Recreational Swimming	5	4	3	2	1
06.	Adult Recreational Swimming	5	4	3	2	1
07.	Swim Lessons	5	4	3	2	1
08.	Open Swimming and Aquatic Exercise Classes	5	4	3	2	1
09.	Youth Competitive Hockey	5	4	3	2	1
10.	Youth Recreational Hockey	5	4	3	2	1
11.	Adult Recreational Hockey	5	4	3	2	1
12.	Figure Skating/Synchronized Skating	5	4	3	2	1
13.	Curling	5	4	3	2	1
14.	Ice Skating Lessons	5	4	3	2	1
15.	Drop-in Fitness and Wellness	5	4	3	2	1
16.	Organized Group Fitness and Wellness Classes	5	4	3	2	1
17.	Adult Enrichment Classes (Ballroom Dance, Art, etc.)	5	4	3	2	1
18.	Youth Enrichment Classes (Dance, Art, Maker Space, etc.)	5	4	3	2	1
19.	Teen Programs	5	4	3	2	1
20.	Senior Programs	5	4	3	2	1
21.	Before and After School Programs/Summer Camps	5	4	3	2	1
22.	Family Programs (Family Fun Days/Activities)	5	4	3	2	1
23.	Events and Special Functions	5	4	3	2	1

14. Which FOUR of the programs/services listed in Question 13 would you and the members of your household be MOST INTERESTED in participating in? *[Write in your answers below using the numbers from the list in Question 13; or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

15. Please provide any additional comments that you would like to share.

_____

_____

Demographics

16. What is your age? _____ years

17. Counting yourself, how many people in your household are...

Under age 5: ____ Ages 5-9: ____ Ages 10-14: ____ Ages 15-19: ____ Ages 20-24: ____ Ages 25-34: ____ Ages 35-44: ____ Ages 45-54: ____ Ages 55-64: ____ Ages 65-74: ____ Ages 75+: ____

18. Approximately how many years have you lived in the City of Billings? _____ years

19. What is your total household income?

____(1) Under $35,000 ____(3) $60,000 to $99,999 ____(5) $150,000 or more
____(2) $35,000 to $59,999 ____(4) $100,000 to $149,999

20. What is your gender? ____(1) Male ____(2) Female

21. Would you be willing to participate in future surveys sponsored by the City of Billings?

____(1) Yes [Answer Q21a.] ____(2) No

21a. Please provide your contact information:

Mobile Phone Number: _____

Email Address: _____

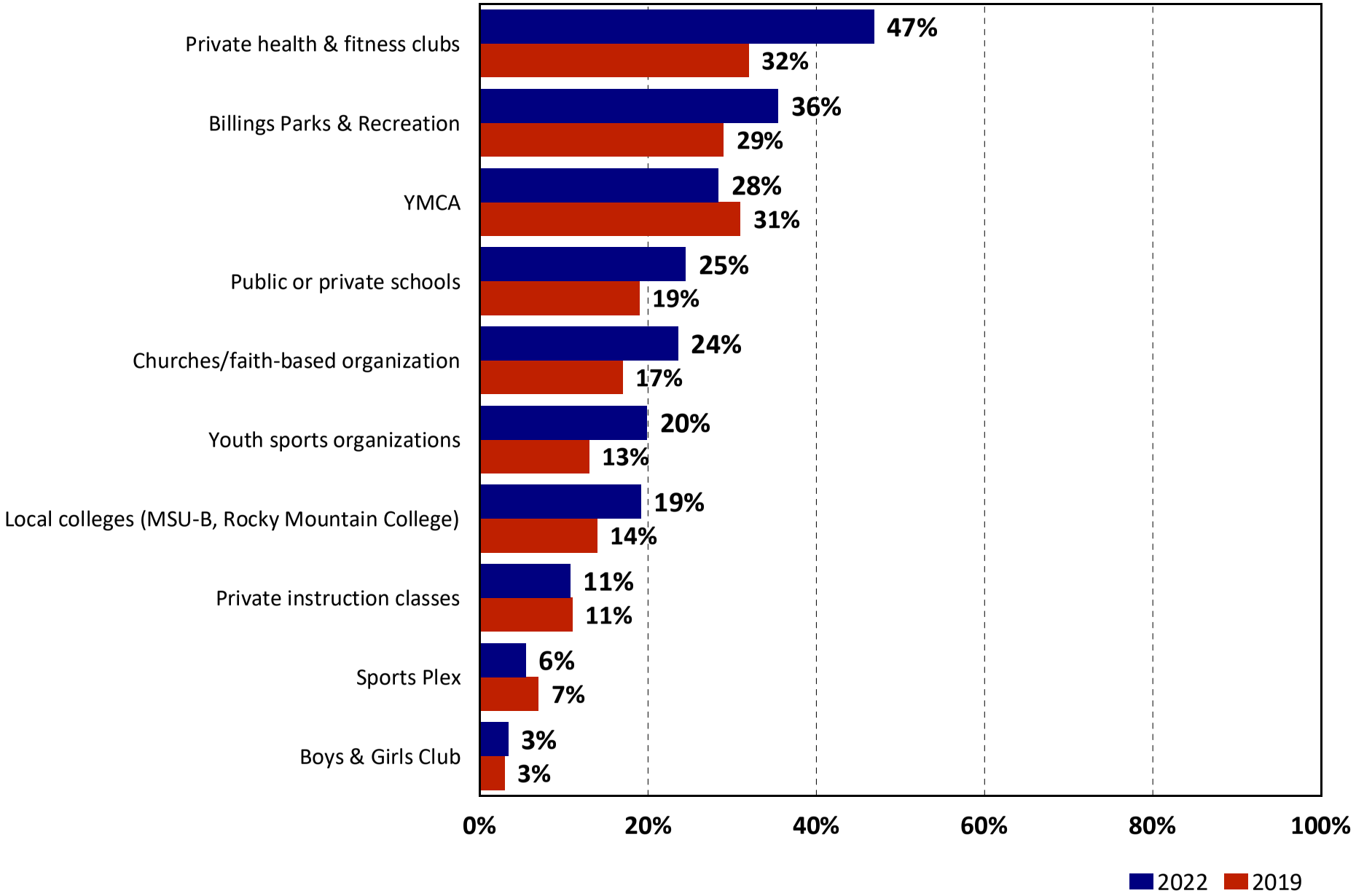
This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed return-reply envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your response will remain completely confidential. The address information printed to the right will only be used to help identify areas with special interests. Thank you.

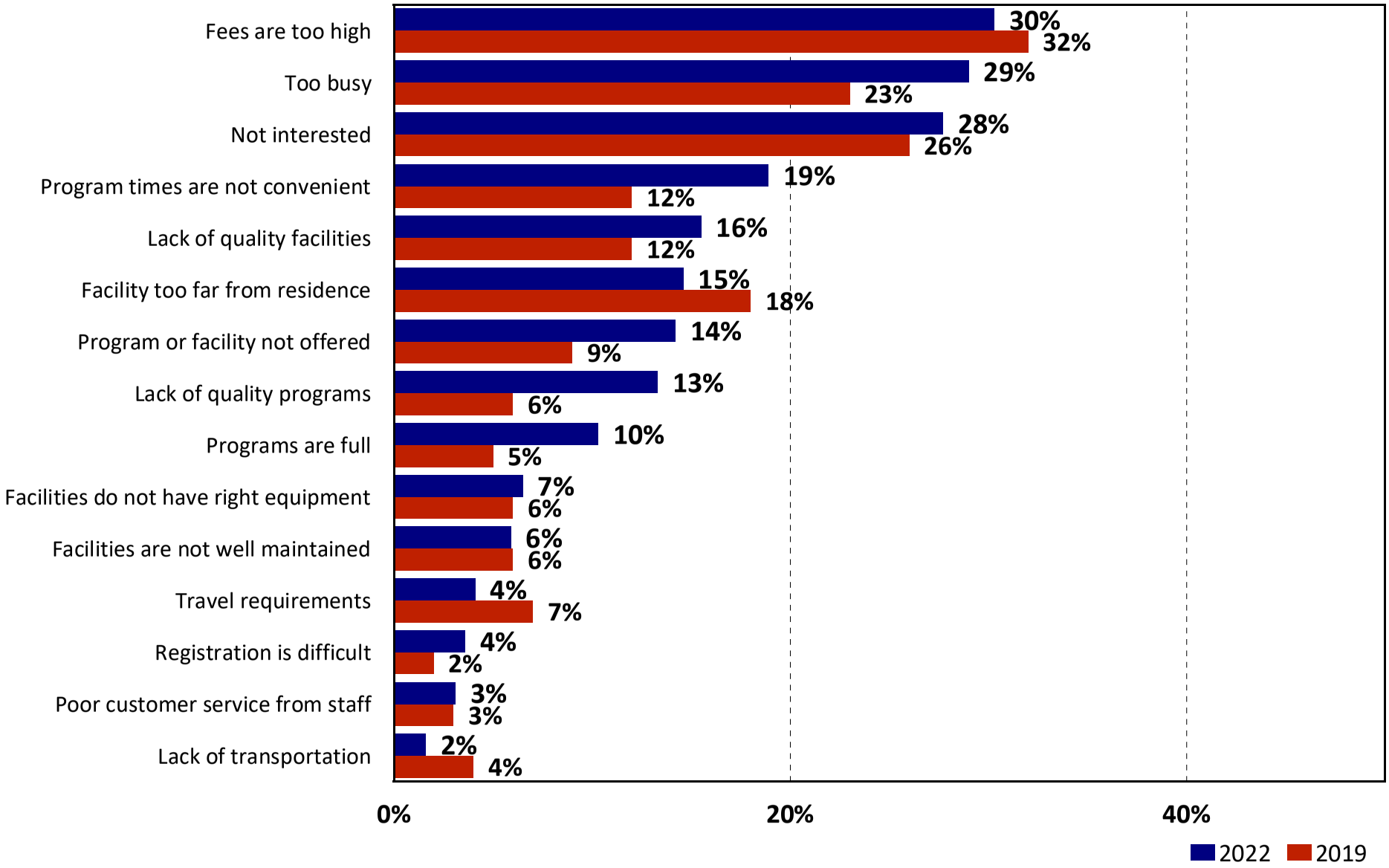
Q4. Outside Organizations Used for Facilities

by percentage of respondents (multiple selections could be made)

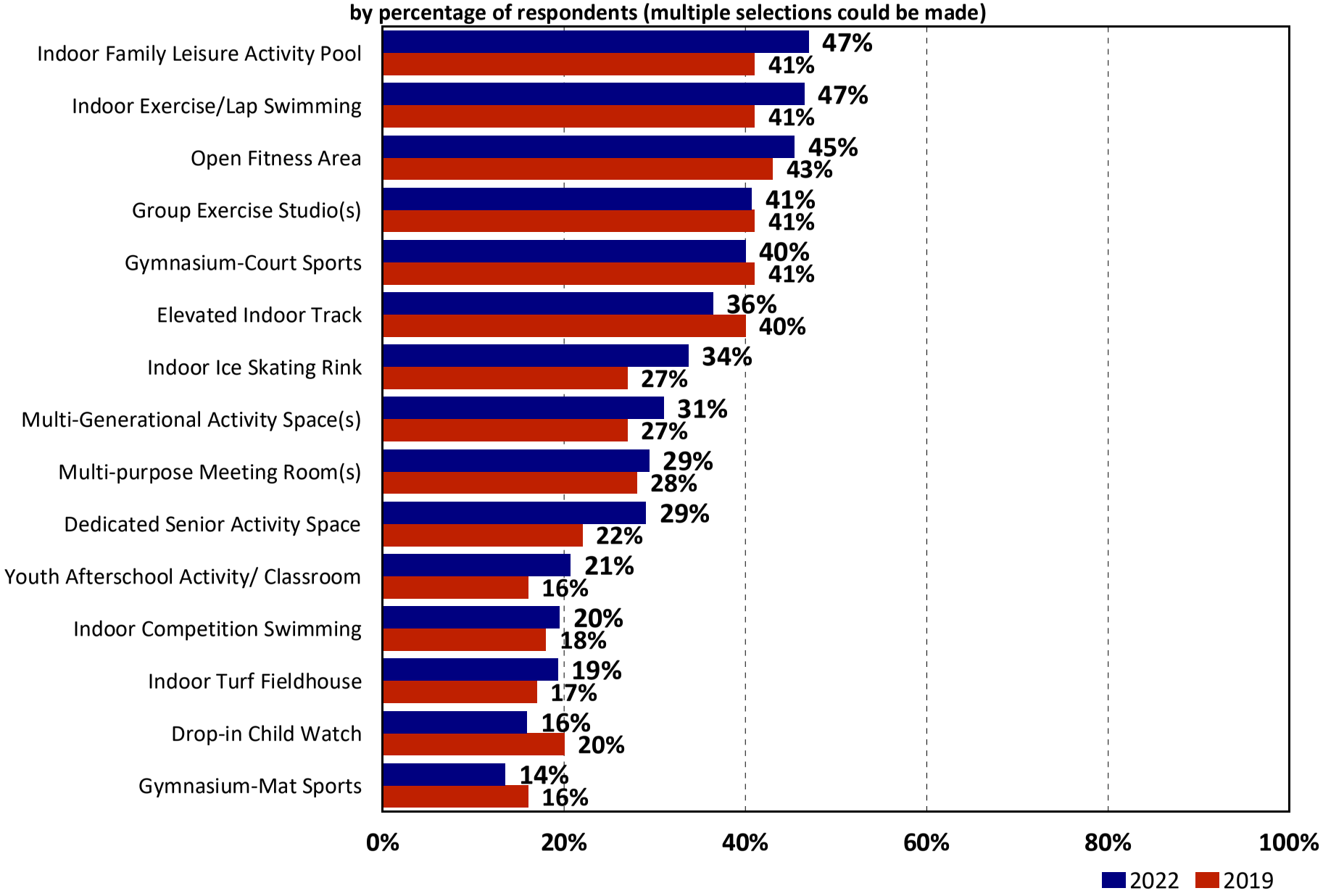


Q5. Reasons Households Do Not Use Parks and Recreation Programs, Facilities, and Events More Often

by percentage of respondents (multiple selections could be made)

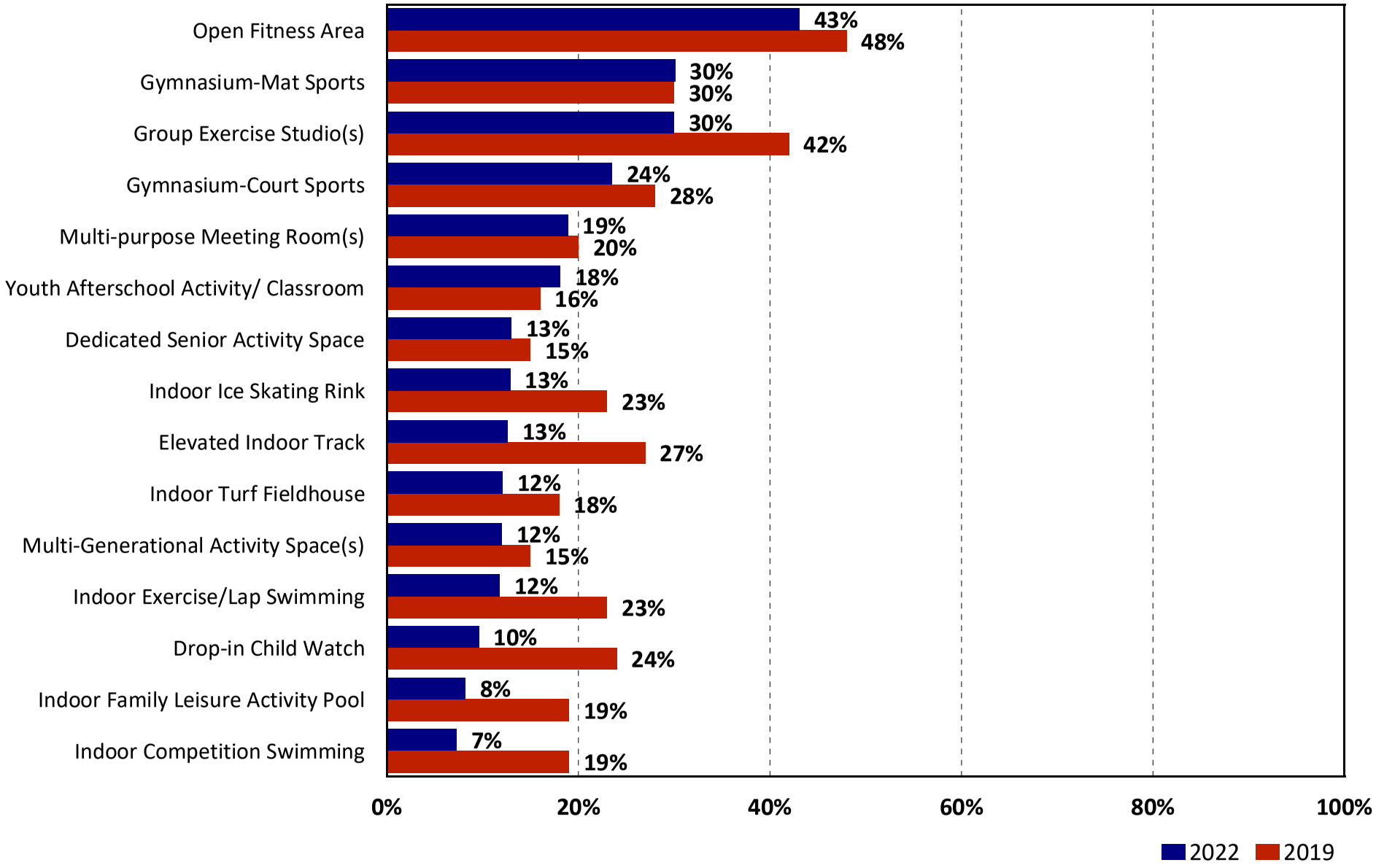


Q7a. Percentage of Respondents That Have a Need for Recreation Facilities and Amenities



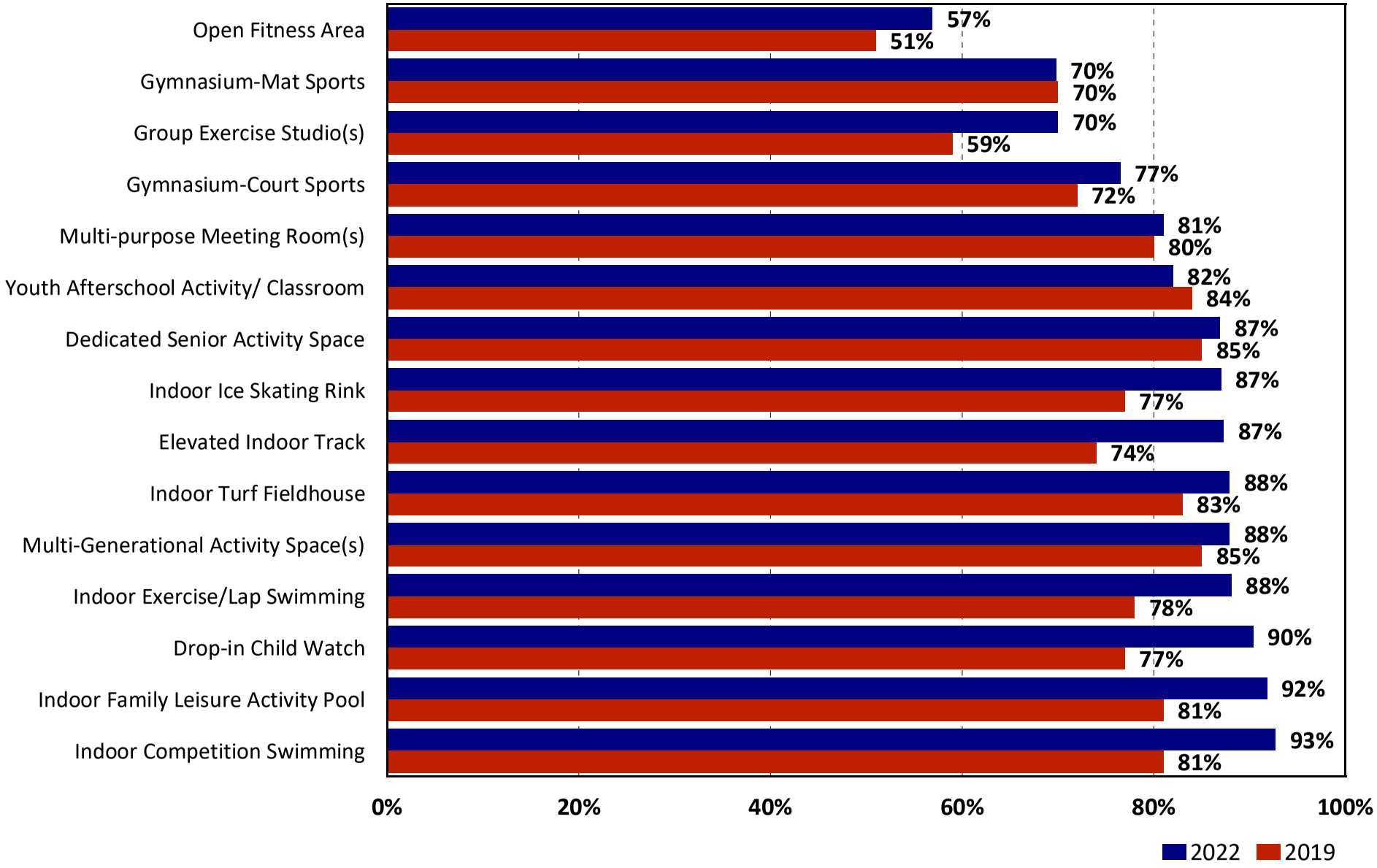
Q7c. How Well Households' Need For Recreation Facilities and Amenities Are Being Met - Fully and Mostly Met

by percentage of respondents who indicated their household had a need for the amenity



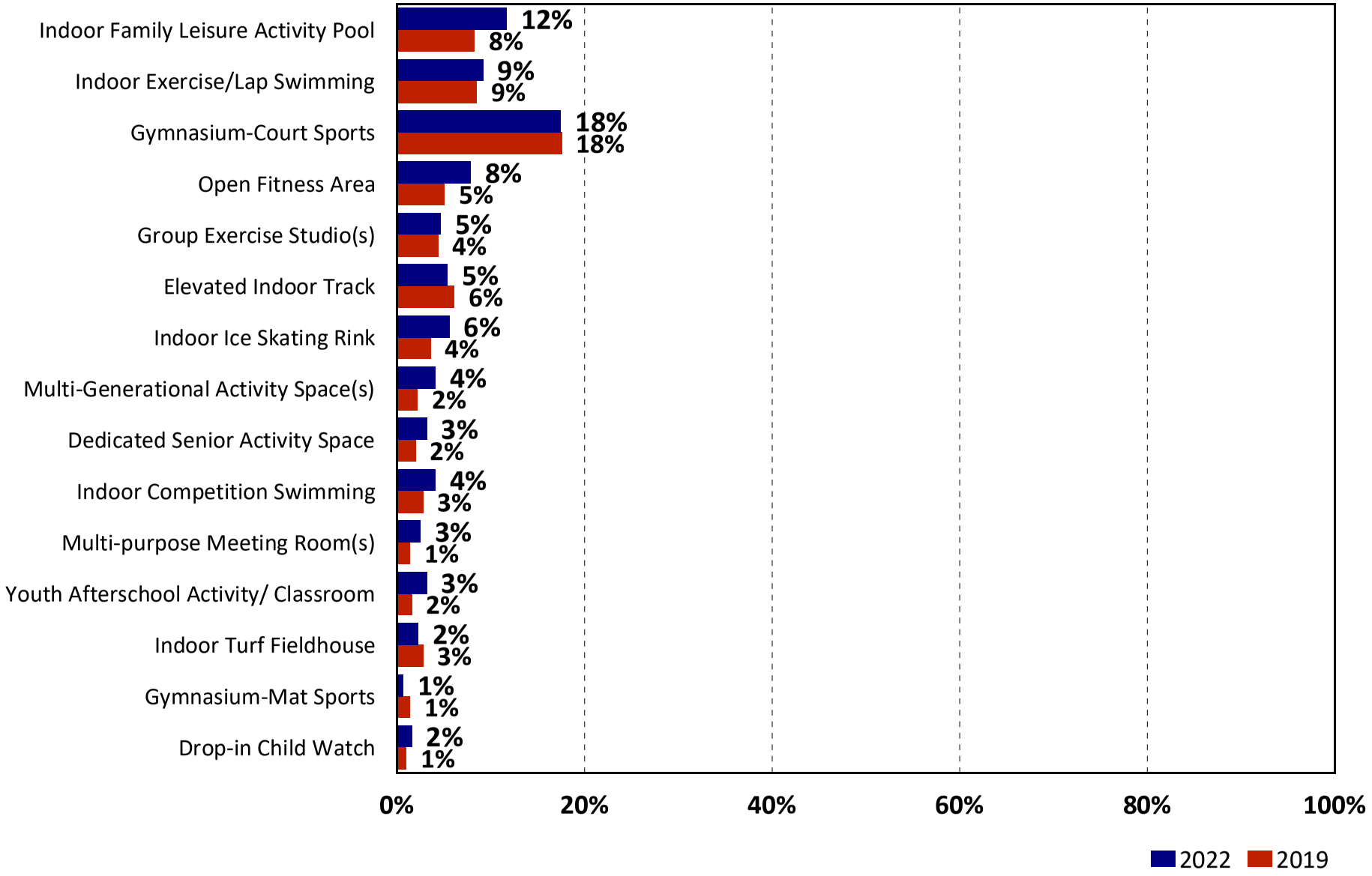
Q7c. How Well Households' Need For Recreation Facilities and Amenities Are Being Met - Partly and Not Met

by percentage of respondents who indicated their household had a need for the amenity

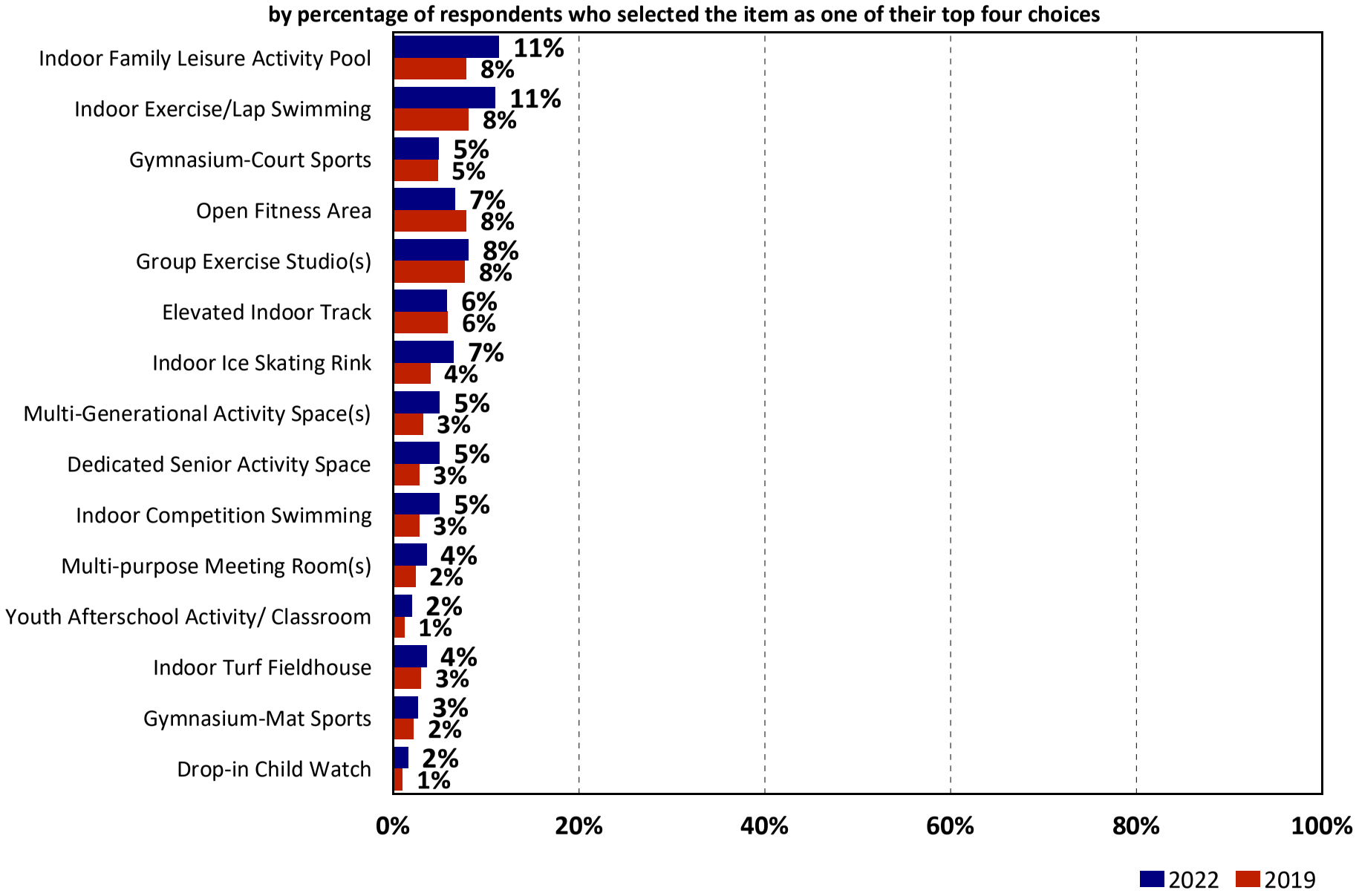


Q8. Importance of Amenity to be Included in Design of New Recreation Center - 1st Choice

by percentage of respondents who selected the item as one of their top four choices

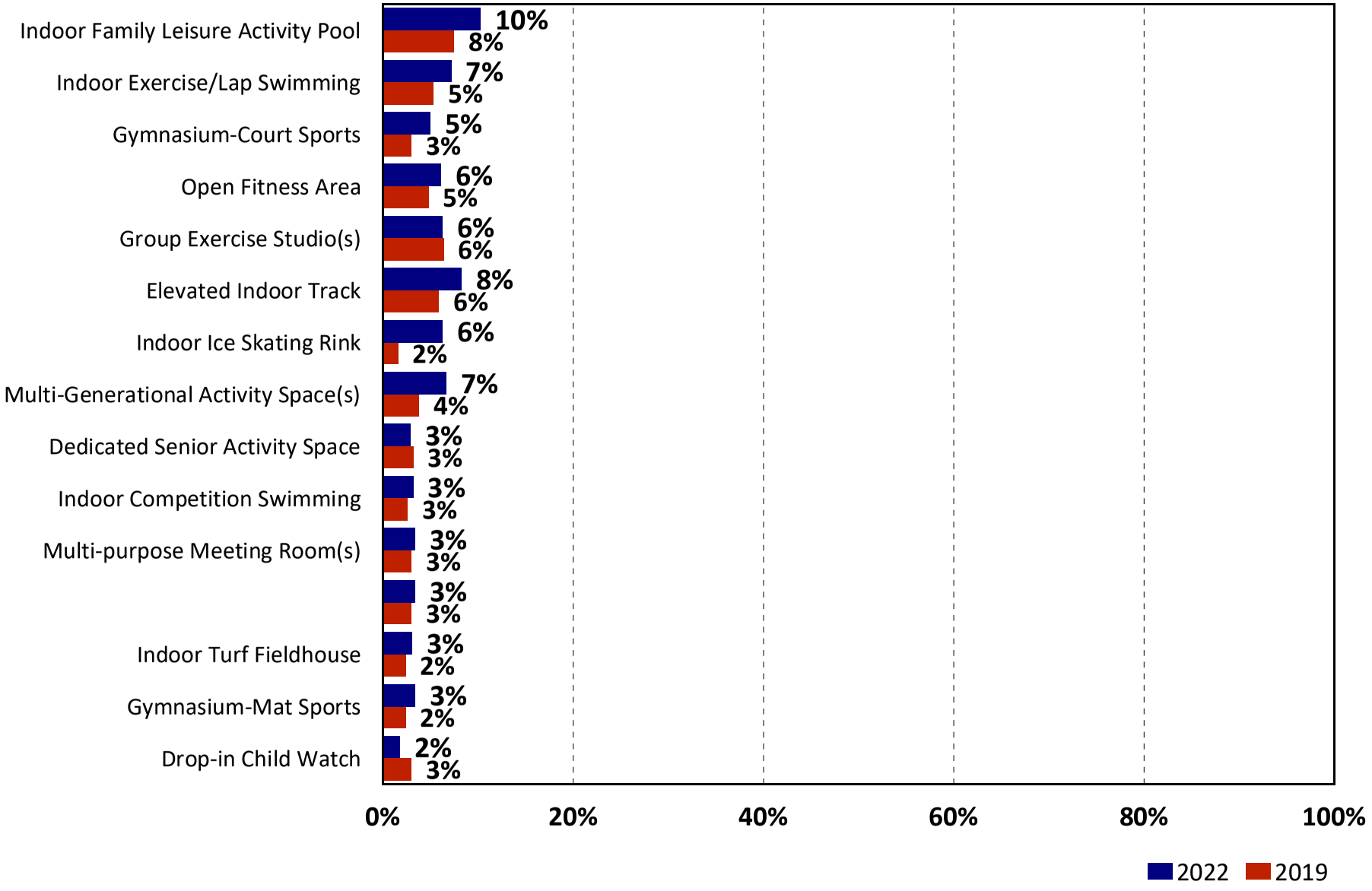


Q8. Importance of Amenity to be Included in Design of New Recreation Center - 2nd Choice



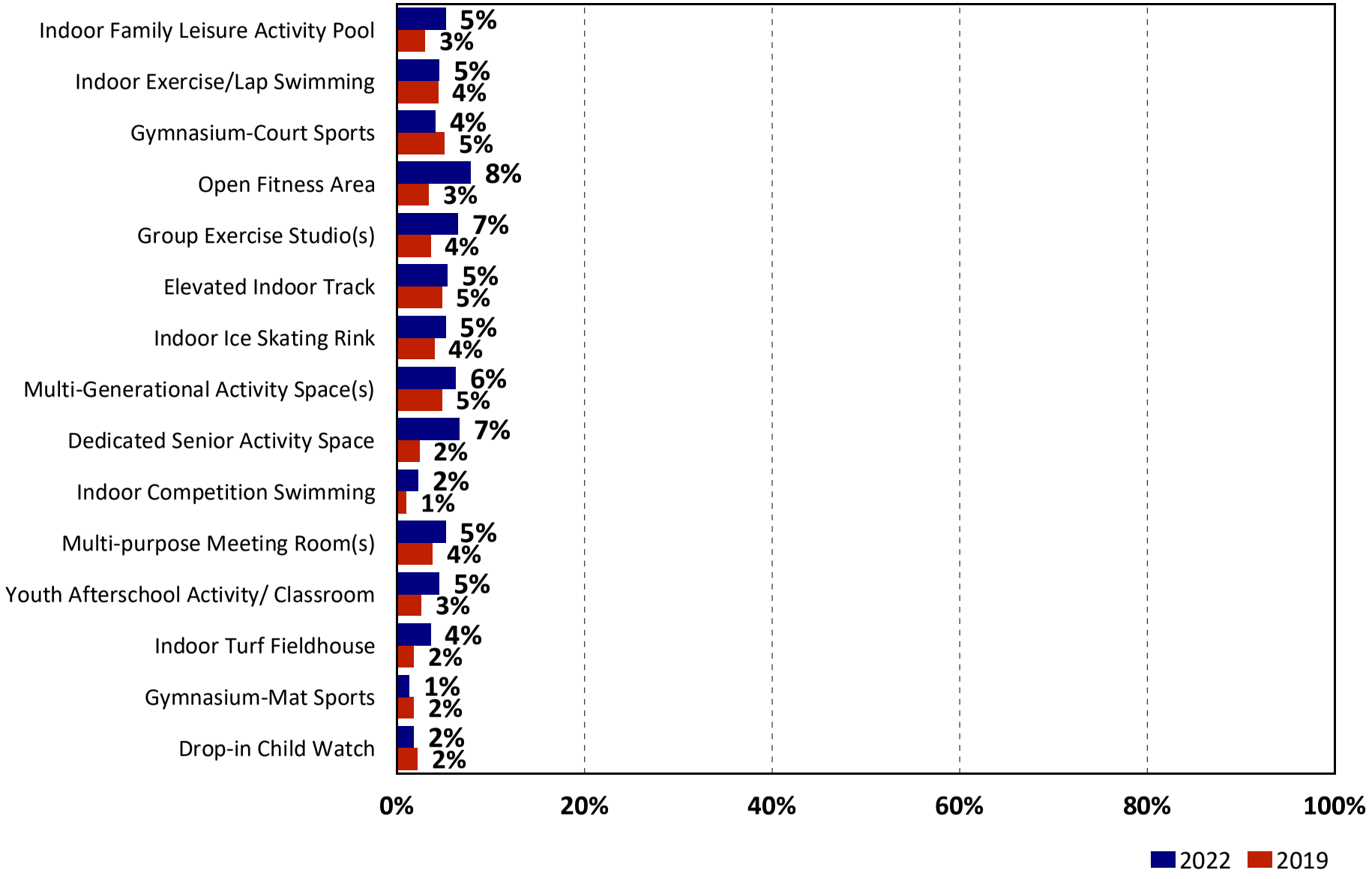
Q8. Importance of Amenity to be Included in Design of New Recreation Center - 3rd Choice

by percentage of respondents who selected the item as one of their top four choices



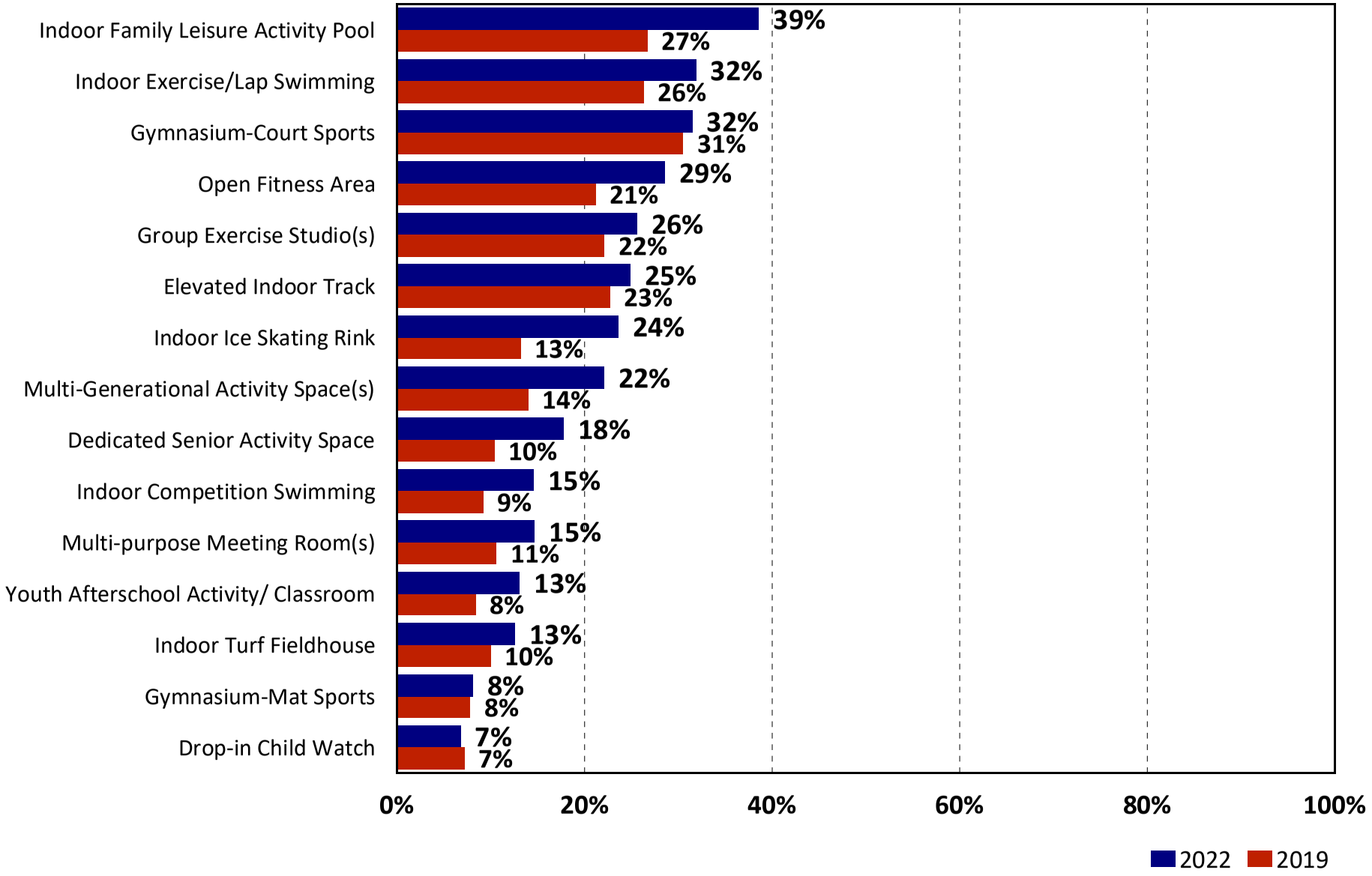
Q8. Importance of Amenity to be Included in Design of New Recreation Center - 4th Choice

by percentage of respondents who selected the item as one of their top four choices



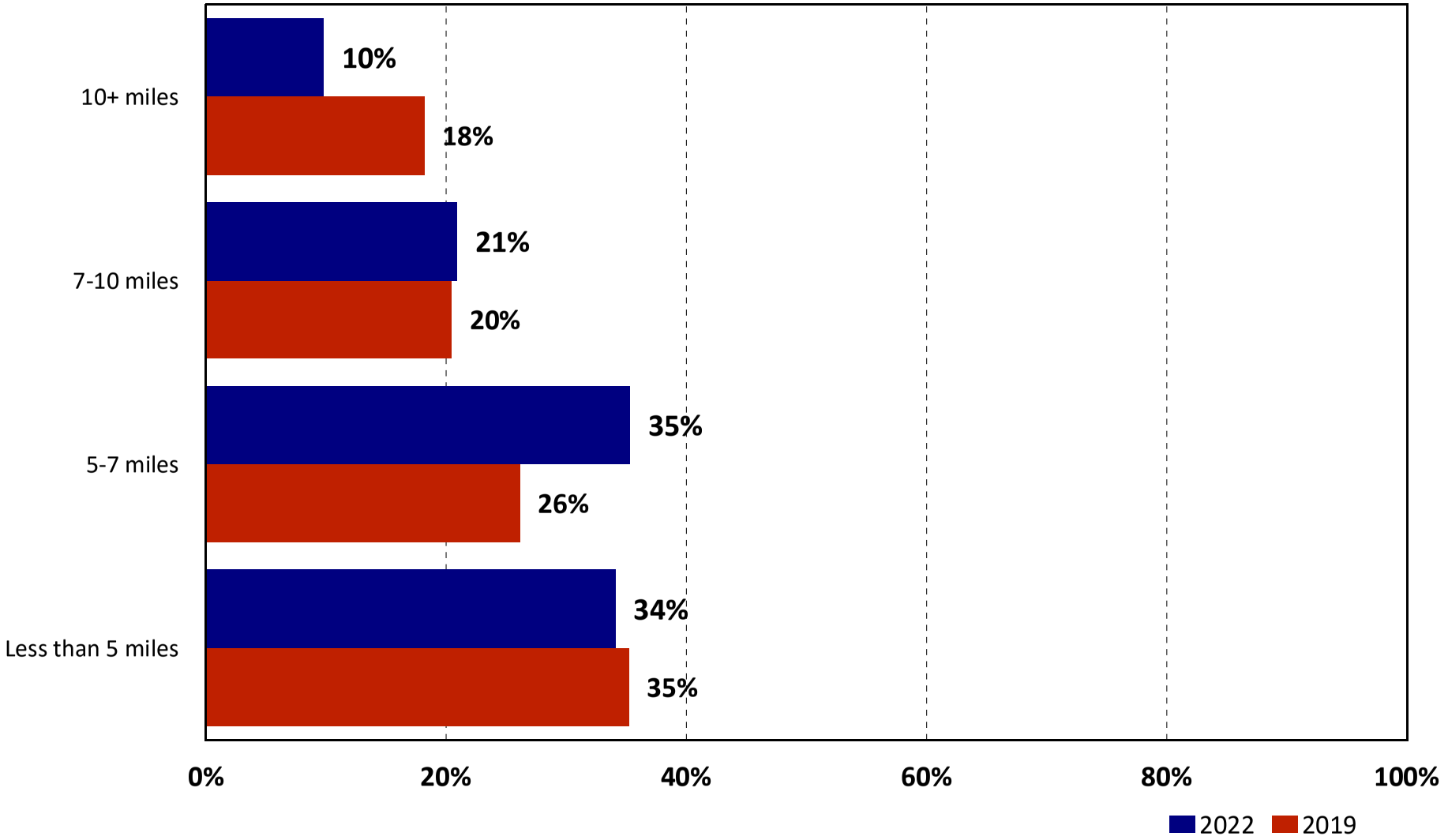
Q8. Importance of Amenity to be Included in Design of New Recreation Center - Sum of Top 4 Choices

by percentage of respondents who selected the item as one of their top four choices



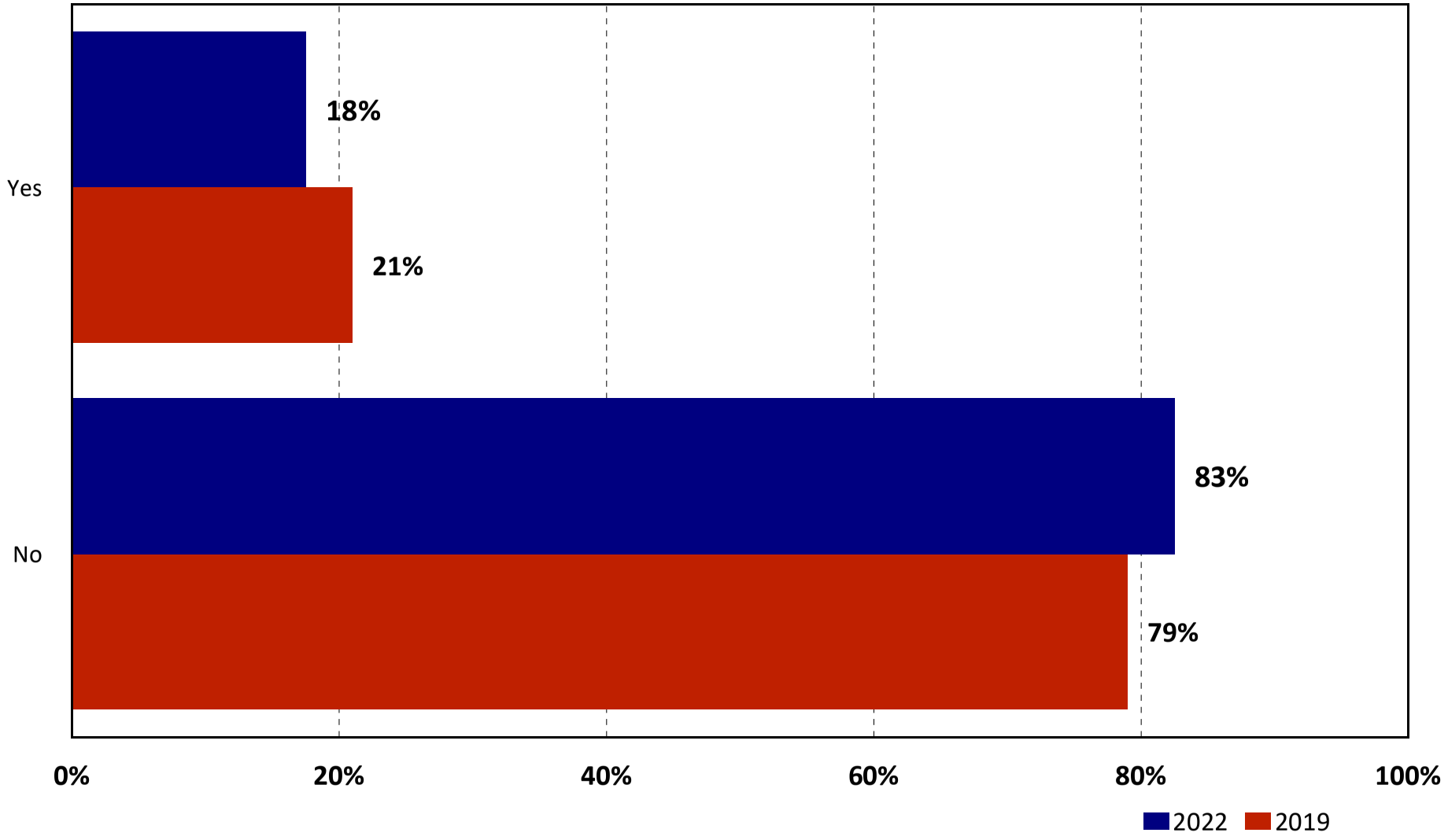
Q9. How Far Would You be Willing to Travel to Utilize a Facility with the Amenities Most Important to Your Household?

by percentage of respondents (excluding "not provided")



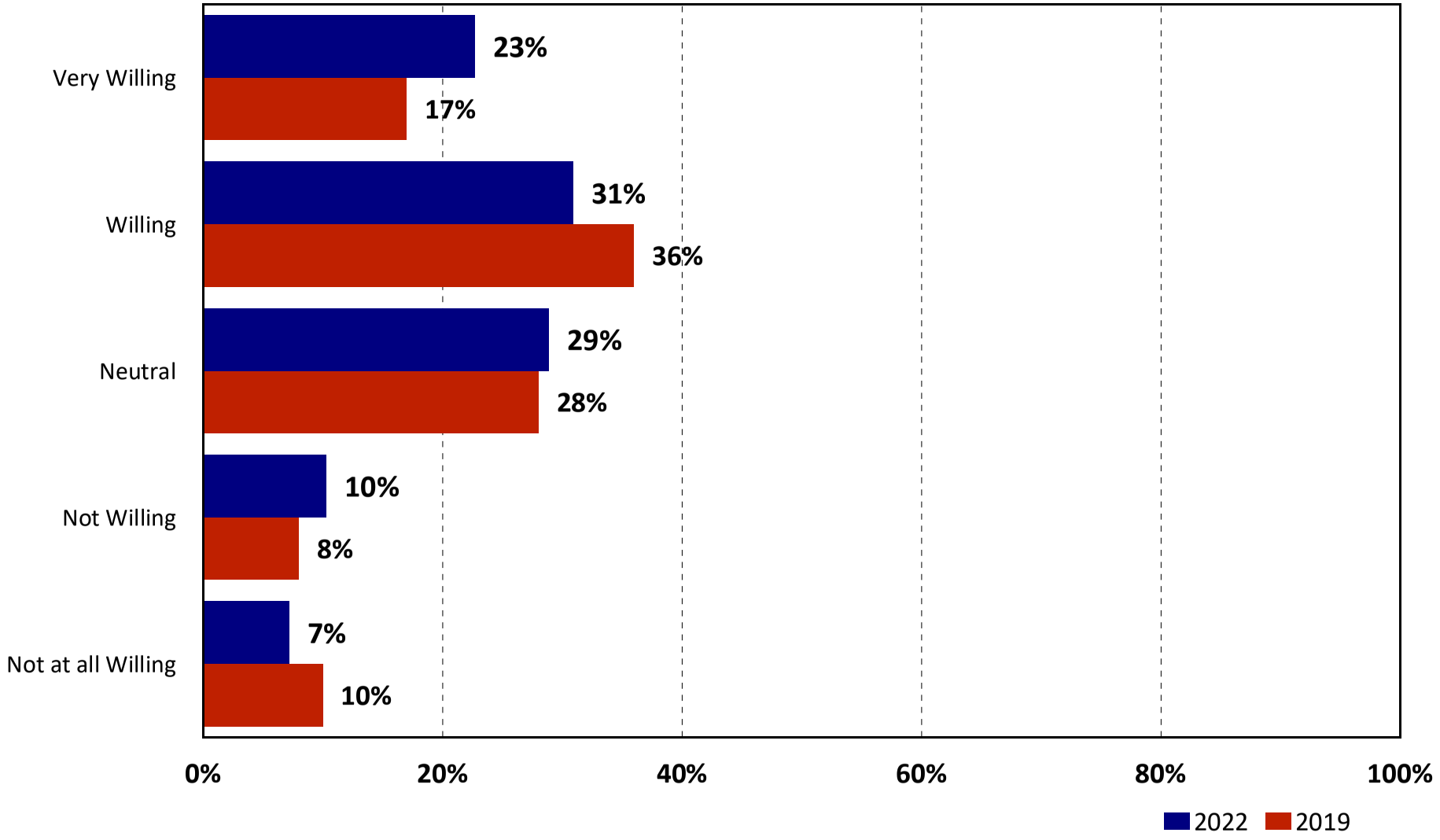
Q10. Does Anyone in Your Household Currently Participate in an Indoor League Sport?

by percentage of respondents



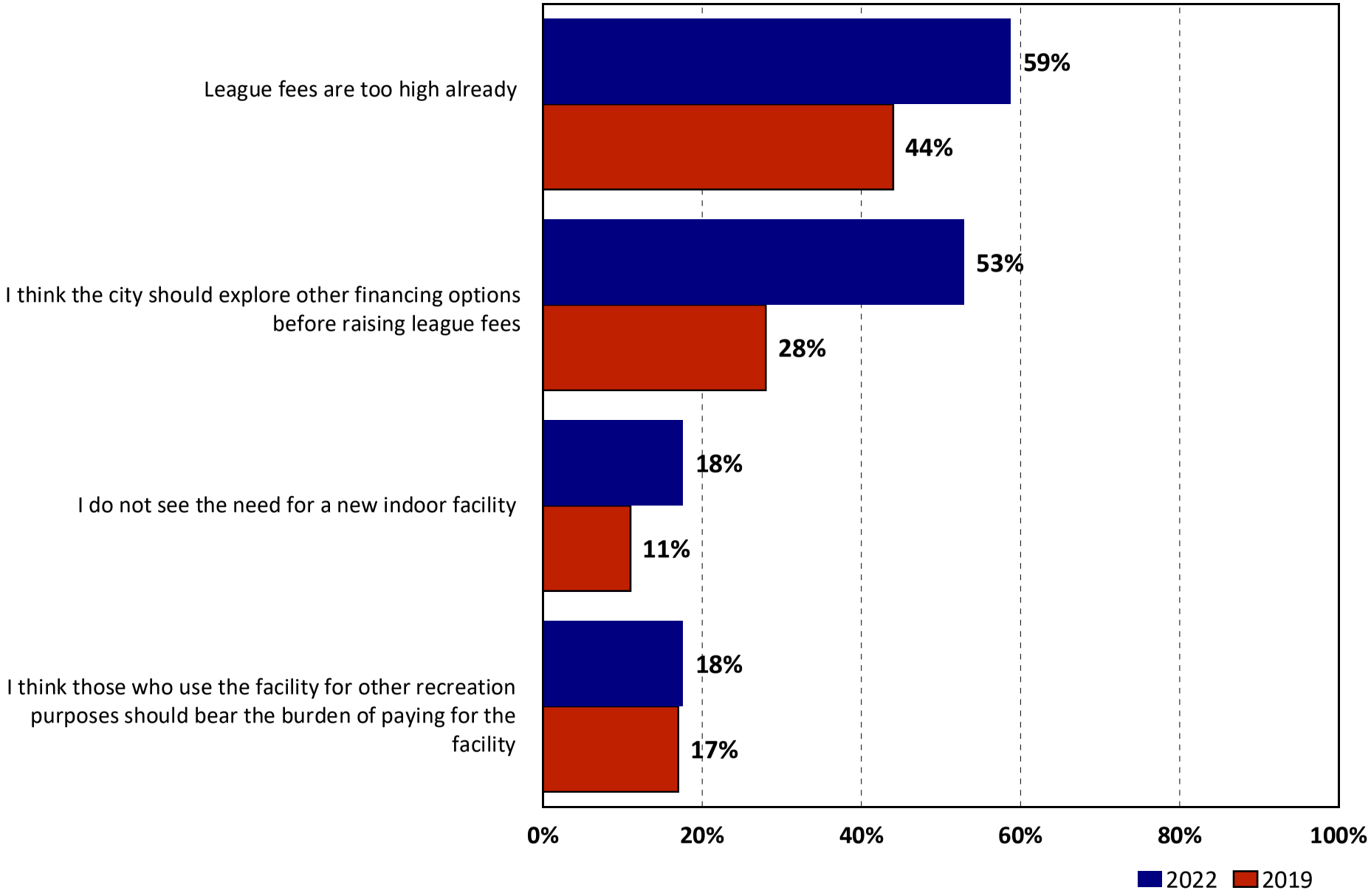
Q10a. Willingness to Pay Higher League Fee for the Use of the New Indoor Recreation Facility if it Meets Needs

by percentage of respondents who indicated someone in their household currently participates in an indoor league sport



Q10b. Reasons for Unwillingness to Support Higher League Fees

by percentage of respondents who indicated someone in their household currently participates in an indoor league sport and they were either “not willing" or “not at all willing” to pay higher league fees to support a new recreation facility



Billings Recreation Center Operations Analysis

Operations

The operations analysis represents a conservative approach to estimating expenses and revenues and was completed based on the best information available, and a basic understanding of the project. Fees and charges utilized for this study reflect a philosophy designed to meet a reasonable cost recovery rate and future operations cost and are subject to review, change, and approval by the City of Billings. There is no guarantee that the expense and revenue projections outlined in the operations analysis will be met as there are many variables that affect such estimates that either cannot be accurately measured or are subject to change during the actual budgetary process. The following are assumptions.

- The market will not dramatically change in the next 3-5 years, which is to say another full-service recreation facility will not open.
- The original market analysis and feasibility study was performed in 2019.
- The current proforma is based on the operational experience to fit the final design. In addition, the figures are based on 2022 data with the facility opening in 2025.
- It is not known who will operate the facility and as such the proforma reflects normal operating costs and revenues for this facility type.
- The facility will operate seven days a week, only closing on major holidays and perhaps one week per year for maintenance.
- The staffing structure is reflective of various models B*K has observed across the country and is consistent with industry standards. The model focuses on having appropriate supervision during all hours of operation.
- Membership rates are based off rates in similar facilities. Fitness is the primary driver of membership, which is a significant revenue source.
    - Limited number of membership types are available for ease of understanding for potential members and staff.
    - Memberships fees will not be based on residency with non-residents paying higher fees.
    - The membership structure does not include “specials” such as winter or summer breaks for college students.
    - B*K recommends modifying fees annually.

- The concession operator has not been determined at this time. For most concession operations B*K uses a formula for concessions that maintains food costs at 30% of sales, labor costs at 30% of sales and 15% of sales for overhead costs.

- Revenue projections are conservative. Additional revenues garnered through sponsorship and/or advertising can be found on page 11.

- Debt service is NOT included in the expenses.

Expenditures

Expenditures have been formulated on the costs that were designated by Ballard*King and Associates to be included in the operating budget for the facility. The figures are based on the size of the center, the specific components of the facility, existing budget levels, and the hours of operation. All expenses were calculated to the high side and the actual cost may be less based on the final design, operational philosophy, and programming considerations adopted by the facility.

Billing Recreation Center – A center with two ice rinks, eight-court gymnasium space, Clip-N-Climb play structure, 50-meter competitive pool, leisure pool with a water slide and play features, multipurpose and party room, concessions, child watch, fitness area for weights and cardio equipment, group exercise room, indoor walk/jog track and support spaces. The center is approximately 213,500 SF.

Full-Time Staffing Levels

Facility Manager	$80,000
Aquatic Coordinator	$60,000
Sports/Fitness Coordinator	$60,000
Ice Coordinator	$60,000
Guest Services Coordinator	$45,000
Maintenance Coordinator	$60,000
Maintenance Worker	$35,000
Building Attendant (2)	$60,000
Administrative Assistant	$35,000
Sub-Total	$495,000
Benefits (30%)	$136,500
Total Full-Time Staff	$631,500

Part-Time Staffing Levels

	Rate	Hours	Weeks	Total
Guest Relations Coordinator	$18.00	56.5	51	$51,867
Welcome Desk	$15.00	205	51	$156,825
Fitness Attendants	$15.00	144	51	$110,160
Gym Attendant	$15.00	51	32	$24,480
Gym Attendant	$15.00	116	15	$26,100
B'Day Attendant	$15.00	27	50	$20,250
Skate Attendant	$15.00	44	50	$33,000
Indoor Play Ground Attendant	$15.00	50	51	$38,250
Child Watch Specialist	$15.00	127	51	$97,155
Lifeguards	$18.00	486	36	$314,928
Lifeguards	$18.00	548	15	$147,960
Head Guard	$20.00	94.5	51	$96,390
Building Attendant	$15.00	175	51	$133,875
Concession Attendant	$15.00	123	51	$94,095
Adult Leagues				$24,600
Youth Leagues				$19,128
Youth Sports Camps				$6,400
Youth Tournaments				$7,560
Adult Tournaments				$3,240
Learn to Skate				$19,200
Fitness				$96,720
General				$64,920
Aquatics				$42,675
Aquatic Fitness				$16,650
Sub-Total				$1,646,428
Benefits				$125,952
Total Part-Time				$1,772,380

The part-time salaries are estimates and may be a bit high for the Billings market, but it must be remembered that in the Parks and Recreation industry it is getting harder to find an adequate number of front-line staff. As a result, many agencies are finding they must increase their part time wages to make positions more attractive. The wages highlighted in the proforma could change based on variable market conditions and challenges associated with finding adequate staffing numbers. Worksheets for all the part-time positions can be found in the appendix of this report.

Expense Summary

Category	Budget
Personnel (includes benefits)	
Full-time	631,500
Part-time	1,772,380
Total	$ 2,403,880
Utilities (Gas/Elect.-$3.50 SF x 213,500 SF less 15% for circulation)	635,163
Water/Sanitary	42,000
Storm Sewer	-
Communications (Phone/Radios/WiFi)	20,000
Dues and Subscriptions	2,500
Uniforms	3,500
Bank Charges (charge cards/EFT fees/software fees)	75,000
Insurance-General Liability	35,000
Custodial Supplies	15,000
Supplies-Office	20,000
Contract Services (Elevator/HVAC/Pool System/Ice System/Control System/ASCAP/Fire Alarm/Office Equipment)	60,000
Zamboni Maintenance/Supplies	9,500
Maintenance/Repair Supplies	12,000
Printing	15,000
Trash	4,000
Recreation Equipment and Supplies	45,000
Food Supplies	125,000
Pool Chemicals and Supplies	38,000
Postage and Freight	2,000
Advertising and Promotion	20,000
Items for Resale	3,500
Misc.	15,000
Total	$ 1,197,163
Capital	
Replacement fund	$ 75,000
Grand Total	**$ 3,676,043**

The expense summary includes contractual support for maintaining the operating systems and reflects that staff will be responsible for cleaning the facility. With a new facility the expectations for cleaning and maintenance will be high and could require the services of an outside contractor to meet the demands.

Ballard*King strongly recommends establishing a capital replacement fund to build the reserves necessary to handle future capital needs.

Revenues

The following revenue projections were formulated from information on the specifics of the project, demographics of the service area, existing fee structure as well as comparing them to national statistics, other similar facilities. Actual figures will vary based on the size and make-up of the components selected during final design, market stratification, philosophy of operation, fees and charges policy, and priority of use.

Revenue Summary

Category	Facility	
Fees		
Daily Admissions	$	191,964
Annuals - Monthly	$	185,000
Annuals	$	971,700
Punch Pass	$	66,500
General Rentals	$	716,332
Total	$	2,131,496
Programs		
Adult Leagues	$	48,600
Youth Leagues	$	63,000
Sport Camps	$	10,400
Adult Tournaments	$	29,200
Youth Tournaments	$	86,800
General Classes	$	49,140
Room Rentals	$	45,000
Learn to Swim	$	46,550
Water Exercise	$	35,328
Other Aquatics	$	21,250
Birthday Parties	$	59,500
Total	$	494,768
Other		
Resale Items	$	5,000
Special Events	$	5,000
Concessions	$	375,000
Sponsorships	$	100,000
Other	$	10,000
Total	$	495,000
Grand Total	**$**	**2,673,046**

Note: The worksheets for the admissions and rentals can be found in the appendix. The rental fees for the youth organizations are included in the general rental summary.

The expense and revenue comparison below includes the base budget which is outlined in this operation plan. In addition, Ballard*King included two supplemental budgets that represent a worse case and best case scenario for the City of Billings.

Expense-Revenue Comparison

	Base Budget	Worse Case	Best Case
Expenses	$ 3,676,043	$ 3,418,720	$ 3,786,324
Revenues	$ 2,673,046	$ 2,405,741	$ 2,913,620
Difference	$ (1,002,997)	$(1,012,979)	$ (872,704)
Cost Recovery	73%	70%	77%

This operational pro-forma was completed based on the best information available and a basic understanding of the project. However, there is no guarantee that the expense and revenue projections outlined above will be met as there are many variables that affect such estimates that either cannot be accurately measured or are not consistent in their influence on the budgetary process.

Future years: Expenditures – Revenue Comparison: Operation expenditures are expected to increase by approximately 3% - 4% a year through the first 3 to 5 years of operation. Revenue growth is expected to increase by 4% to 6% a year through the first three years and then level off with only a slight growth (3% or less) the next two years. Expenses for the first year of operation should be slightly lower than projected with the facility being under warranty and new. Revenue growth in the first three years is attributed to increased market penetration and in the remaining years to continued population growth in the area. In most recreation facilities, the first three years show tremendous growth from increasing the market share of patrons who use such facilities, but at the end of this time-period revenue growth begins to flatten out. It is not uncommon to see the amount of tax support to balance the center budget increase as the facility ages.

Five-Year Estimate (base budget).

	2024	2025	2026	2027	2028
Expense	$ 3,676,043	$ 3,786,324	$ 3,899,914	$ 4,016,911	$ 4,177,588
Revenue	$ 2,673,046	$ 2,806,698	$ 2,918,966	$ 3,021,130	$ 3,111,764
Difference	$(1,002,997)	$ (979,626)	$ (980,948)	$ (995,781)	$(1,065,824)
Cost Recovery	73%	74%	75%	75%	74%

Appendix

Part-Time Worksheets

Guest Relations Coordinator	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
	Mon-Fri	4pm-10pm	6	1	5	30
	Saturday	6:00am-2pm	8	1	1	8
		2pm-10pm	8	1	1	8
	Sunday	9:30am-1pm	3.5	1	1	3.5
		1pm-8pm	7	1	1	7
Total						56.5

Welcome Desk Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
	Mon-Fri	5:30am-Noon	6.5	1	5	32.5
		Noon-5pm	5	1	5	25
		5pm-10pm	5	3	5	75
	Saturday	6:00am-2pm	8	3	1	24
		2pm-10pm	8	3	1	24
	Sunday	9:30am-1pm	3.5	1	1	3.5
		1pm-8pm	7	3	1	21
Total						205

Fitness Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
	Mon-Fri	6am-1pm	7	1	5	35
		Noon-5pm	5	1	5	25
		4pm-10pm	5	2	5	50
	Saturday	6am-2pm	8	1	1	8
		2pm-10pm	8	2	1	16
	Sunday	10am-8pm	10	1	1	10
Total						144

Gym Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
32 weeks	Mon-Fri	4pm-10pm	6	1	5	30
	Saturday	9am-10pm	13	1	1	13
	Sunday	Noon-8pm	8	1	1	8
Total						51

Gym Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
17 weeks	Mon-Fri	9am-4pm	7	2	5	70
		4pm-9pm	5	1	5	25
	Saturday	9am-10pm	13	1	1	13
	Sunday	Noon-8pm	8	1	1	8
Total						116

B'Day Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
50 weeks	Friday	6pm-9pm	3	0	1	3
	Saturday	Noon-6pm	6	1	2	12
	Sunday	Noon-6pm	6	1	2	12
Total						27

Child Watch Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
	Mon-Fri	8am-1pm	5	3	5	75
		4pm-8pm	4	2	5	40
	Saturday	10am-4pm	6	2	1	12
Total						127

Lifeguard-School	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
36 weeks	Mon-Fri	5:30am-8am	2.5	2	5	25
		8am-1pm	5	3	5	75
		1pm-3pm	3	0	5	0
		3pm-6pm	3	7	5	105
		6pm-9pm	3	8	5	120
	Saturday	6:00am-Noon	6	2	1	12
		Noon-6pm	6	9	1	54
		6pm-10pm	4	9	1	36
	Sunday	9:30am-Noon	2.5	2	1	5
		Noon-7pm	6	9	1	54
Total						486

Lifeguard-Summer	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
15 weeks	Mon-Fri	5:30am-8am	2.5	2	5	25
		8am-noon	4	3	5	60
		Noon-5pm	5	9	5	225
		5pm-9pm	2	8	5	80
	Saturday	6:00am-Noon	6.5	2	1	13
		Noon-6pm	6	9	1	54
		6pm-10pm	4	7	1	28
	Sunday	9:30am-Noon	2.5	0	1	0
		Noon-7pm	7	9	1	63
Total						548

Head Lifeguard	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
51 weeks	Mon-Fri	7am-1pm	6	1	5	30
		1pm-9pm	8	1	5	40
	Saturday	6:00am-Noon	6	1	1	6
		Noon-9pm	9	1	1	9
	Sunday	9:30am-Noon	2.5	1	1	2.5
		Noon-7pm	7	1	1	7
Total						94.5

Building Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
51 weeks	Mon-Fri	3pm-9pm	6	2	5	60
		9pm-Midnight	3	3	5	45
	Saturday	6am-9pm	15	2	1	30
		9pm-Midnight	3	3	1	9
	Sunday	7am-6pm	11	2	1	22
		6pm-9pm	3	3	1	9
Total						175

Skate Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week

	Mon-Fri	9am-11am	2	2	5	20
	Friday	7pm-9pm	2	4	1	8
	Saturday	2pm-4pm	2	4	1	8
	Sunday	2pm-4pm	2	4	1	8
Total						44

Concession Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
	Mon-Fri	4pm-9pm	5	2	5	50
	Saturday	9am-9pm	12	3	1	36
		11am-6pm	7	1	1	7
	Sunday	11am-7pm	8	3	1	24
		Noon-6pm	6	1	1	6
Total						123

Play Ground Attendant	Days	Time	Total Hours	Staff	Days	Total Hrs. Week
	Mon-Fri	9am-1pm	4	1	5	20
		4pm-8pm	4	1	5	20
	Saturday	9am-4pm	7	1	1	7
	Sunday	1pm-4pm	3	1	1	3
Total						50

Program Staff Worksheets

Adult Leagues	Position	Staff	Rate/Game	Game/Wk	Weeks	Total
Basketball	Official	2	$25.00	6	20	$ 6,000
	Scorer	1	$15.00	6	20	$ 1,800
Volleyball	Official	1	$20.00	6	20	$ 2,400
Indoor Futsal/Soccer	Official	2	$25.00	12	24	$14,400
Total						$24,600

Youth Leagues	Position	Staff	Rate/Game	Game/Wk	Weeks	Total
Basketball	Official	2	$20.00	6	20	$ 4,800
	Scorer	1	$15.00	6	20	$ 1,800
Volleyball	Official	1	$18.00	6	20	$ 2,160
Indoor Futsal/Soccer	Official	2	$18.00	12	24	$10,368
Total						$19,128

Youth Sports Camps	Position	Staff	Rate/Hr	Number	Hours	Total
Basketball	Coaches	2	$25.00	2	16	$ 1,600
Volleyball	Coaches	2	$25.00	2	16	$ 1,600
Futsal/Soccer	Coaches	2	$25.00	2	16	$ 1,600
Other	Coaches	2	$25.00	2	16	$ 1,600
Total						$ 6,400

Adult Tournaments	Position	Staff	Rate/Game	Games	Tourn.	Total
Basketball	Official	2	$25.00	27	1	$ 1,350
Volleyball	Official	1	$20.00	27	1	$ 540
Indoor Futsal/Soccer	Official	2	$25.00	27	1	$ 1,350
Total						$ 3,240

Youth Tournaments	Position	Staff	Rate/Game	Games	Tourn.	Total
Basketball	Official	2	$20.00	27	3	$ 3,240
Volleyball	Official	1	$20.00	27	2	$ 1,080
Indoor Futsal/Soccer	Official	2	$20.00	27	3	$ 3,240
Total						$ 7,560

Fitness	Rate/Class	Classes per Week	# of Staff	Weeks	Total
Group Fitness Classes	$ 30.00	32	1	52	$ 49,920
Personal Training	$ 40.00	18	1	52	$ 37,440
Small Group Training	$ 30.00	6	1	52	$ 9,360
Total					$ 96,720

General Recreation Classes	Rate/Class	Classes per Week	# of Staff	Weeks	Total
Adult Classes	$ 15.00	6	1	36	$ 3,240
Youth/Teen Classes	$ 15.00	6	1	36	$ 3,240
Summer/Break Day Camp					
Supervisor	$ 18.00	40	1	10	$ 7,200
Leader	$ 15.00	40	8	10	$ 48,000
Misc. Classes	$ 15.00	6	1	36	$ 3,240
Total					$ 64,920

Learn to Swim Classes	Rate/Class	Classes/Day	Days	Weeks	Total
Summer	$ 20.00	18	5	8	$14,400
Spring/Fall	$ 20.00	12	2	20	$ 9,600
Winter	$ 20.00	9	2	10	$ 3,600
Total					$27,600

Water Exercise	Rate/Class	Classes/Wk	Weeks	Total
Summer	$ 25.00	15	14	$ 5,250
Spring/Fall	$ 25.00	12	26	$ 7,800
Winter	$ 25.00	12	12	$ 3,600
Total				$16,650

Other	Rate/Class	Classes/Wk	Weeks	Total
Private Lessons	$ 20.00	6	45	$ 5,400
Lifeguard Training	$ 25.00	33	3	$ 2,475
Misc.	$ 20.00	6	50	$ 6,000
Total				$13,875

Camps	Staff	Rate/Hr	Hrs/wk	Weeks	Total
Swim Camp	2	$ 20.00	10	2	$ 800
Diving Camp	1	$ 20.00	10	2	$ 400
Total					$ 1,200

Learn to Skate	Rate/Class	Classes/Day	Days	Weeks	Total
Summer	$ 20.00	8	5	8	$ 6,400
Spring/Fall	$ 20.00	10	2	20	$ 8,000
Winter	$ 20.00	12	2	10	$ 4,800
Total					$19,200

Revenue Worksheets

Admissions

Daily Fees	Fees	Weekly Number	Revenue
Adult	$8.00	85	$680
Youth	$6.00	375	$2,250
Senior	$7.00	42	$294
Child Watch	$3.00	180	$540
Total		682	$3,764
			x 51 weeks/year
Grand Total			$191,964

Annual Passes	Fees	Number	Revenue
Adult	$420	385	$161,700
Youth	$240	0	$0
Teen	$240	0	$0
Senior	$240	225	$54,000
Family	$840	900	$756,000
Total		1510	$971,700

Month to Month	Fees	Number	Revenue
Adult	$40	2700	$108,000
Youth	$25	600	$15,000
Teen	$25	0	$0
Senior	$25	720	$18,000
Family	$80	550	$44,000
Total		4570	$185,000

Punch Cards	Fees	Number	Revenue
Adult	$70	350	$24,500
Youth	$50	600	$30,000
Senior	$60	200	$12,000
Total		1150	$66,500

Program

Adult Leagues	Teams	Fee	Seasons	Total
Basketball	12	$ 650	2	$ 15,600
Volleyball	12	$ 400	2	$ 9,600
Indoor Futsal/Soccer	12	$ 650	3	$ 23,400
Total				$ 48,600

Youth Leagues	Players	Fee	Seasons	Total
Basketball	120	$ 75	2	$ 18,000
Volleyball	120	$ 75	2	$ 18,000
Indoor Futsal/Soccer	120	$ 75	3	$ 27,000
Total				$ 63,000

Youth Sports Camps	Players	Fee	Sessions	Total
Basketball	20	$ 65	2	$ 2,600
Volleyball	20	$ 65	2	$ 2,600
Futsal/Soccer	20	$ 65	2	$ 2,600
Other	20	$ 65	2	$ 2,600
Total				$ 10,400

Adult Tournaments	Teams	Fee	Number	Total
Basketball	24	$ 450	1	$ 10,800
Volleyball	32	$ 350	1	$ 11,200
Indoor Futsal/Soccer	16	$ 450	1	$ 7,200
Total				$ 29,200

Youth Tournaments	Teams	Fee	Number	Total
Basketball	32	$ 350	3	$ 33,600
Volleyball	40	$ 350	2	$ 28,000
Indoor Futsal/Soccer	24	$ 350	3	$ 25,200
Total				$ 86,800

General Recreation Classes	Rate	Classes per Week	Participants	Weeks or Sessions	Total
Adult Classes	$ 30.00	2	8	8	$ 3,840
Youth/Teen Classes	$ 30.00	2	8	8	$ 3,840
Summer/Break Camp	$ 90.00	1	50	9	$ 40,500
Misc. Classes	$ 30.00	1	8	4	$ 960
Total					$ 49,140

Room Rentals	Rate/Hr.	Number of Hrs.	Weeks	Total
Banquet Room (per section)	$ 30	2	50	$ 3,000
Banquet Room (wknd-4 hrs)	$ 500	1	24	$ 12,000
Party Room	$ 150	4	50	$ 30,000
Total				$ 45,000

Learn to Swim	Classes per Week	Fee	Participants	Sessions	Total
Summer	40	$50.00	5	2	$20,000
Fall	30	$50.00	5	1	$ 7,500
Winter	30	$50.00	5	2	$15,000
Private Lessons	6	$15.00	1	45	$ 4,050
Total					$46,550

Water Aerobics	Classes per Week	Fee	Participants	Sessions	Total
Summer	8	$ 6.50	12	12	$ 7,488
Spring/Fall	10	$ 6.50	12	20	$15,600
Winter	10	$ 8.50	12	12	$12,240
Total					$35,328

Other Aquatics	Classes per Week	Fee	Participants	Sessions	Total
Lifeguard Training	1	$100.00	10	3	$ 3,000
Swim Camp	1	$ 65.00	25	2	$ 3,250
Misc.	6	$ 10.00	5	50	$15,000
Total					$21,250

Rentals

Rentals	Rate/Hr.	Number of Hrs.	Weeks or Events	Total
Basketball	$75	10	28 Wks	$ 21,000
Volleyball	$75	8	28 Wks	$ 16,800
Leisure Pool	$250	1	10 Event	$ 2,500
Competitive Pool				
USA Swim Team	$108	12	42 Wks	$ 54,432
$18/ln x 6 lanes x 12hrs				
Meets	$180	24	8 Events	$ 34,560
High School	$180	8	16 weeks	$ 23,040
Youth Hockey	$250	46	28 weeks	$ 322,000
Hockey Tournament	$250	48	6 Events	$ 72,000
Spring League	$250	8	6 Wks	$ 12,000
Adult Hockey	$250	8	36 wks	$ 72,000
Broomball	$250	2	20 Wks	$ 10,000
Curling	$250	4	28 Wks	$ 28,000
FSC	$250	2	48 Wks	$ 24,000
Rentals	$250	2	48 Wks	$ 24,000
Total				$ 716,332

Birthday Parties	Events per Month	Fee	Participants	Weeks or Sessions	Total
Pool Parties	15	$160.00	0	12	$28,800
Sport Parties	8	$160.00	0	12	$15,360
Ice Parties	8	$160.00	0	12	$15,360
Total					$59,520

What can we
help you create?

124 N 29th Street Suite 100
Billings, MT 59102

www.**ae.design**

City Council Regular

Date:	02/13/2023
Title:	Payment of Claims for week of January 3, 2023
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,212,026.36 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 01032023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	858152	3 Bull Contracting	Park Dist 1	$ 141,923.93	playground pod for new equipment at Castle Rock park
01/03/2023	858153	836 Technologies	Public Safety	$ 4,843.95	Satellite Computer package for network while using the CINT
01/03/2023	858155	Ace Electric	Water	$ 4,170.41	Fiber Optic Cable between Staples PS
01/03/2023	858155	Ace Electric	Wastewater	$ 3,171.00	Heat Trace Digestor Valves WRF
01/03/2023	858160	Askin Const	Gas Tax	$ 6,524.91	Retainage Release
01/03/2023	858160	Askin Const	Gas Tax	$ 23,512.51	retainage release
01/03/2023	858160	Askin Const	Sidewalk Const	$ 5,827.88	retainage release
01/03/2023	858160	Askin Const	Wastewater	$ 1,365.57	retainage release
01/03/2023	858160	Askin Const	Water	$ 123,750.00	Retainage Release
01/03/2023	858160	Askin Const	Water	$ 16,032.80	retainage release
01/03/2023	858162	Avery Dennison	Street/Traffic	$ 1,040.10	ink cartridges for sign machine
01/03/2023	858162	Avery Dennison	Street/Traffic	$ 3,201.64	ink cartridges/sheeting/maintenance supplies for sign making machine
01/03/2023	858163	Bcs Scrip	General	$ 3,600.00	2023 First Quarter Milestone Anniversaries
01/03/2023	858165	Billings Carpet	Library	$ 1,927.20	117573 Qtrly carpet cleaningAreas C, D, F, B
01/03/2023	858165	Billings Carpet	Library	$ 1,066.56	117575 Qtrly carpet cleaningSections H, I, J, K, L, M
01/03/2023	858165	Billings Carpet	Library	$ 1,344.92	117576 Qtrly carpet cleaningSections D, O, E, N
01/03/2023	858165	Billings Carpet	Library	$ 676.80	118205 Qtrly carpet cleaningSections A & half of C
01/03/2023	858169	Business Tax Section	Gas Tax	$ 65.91	Retainage Release
01/03/2023	858169	Business Tax Section	Gas Tax	$ 237.50	Retainage Release
01/03/2023	858169	Business Tax Section	Gas Tax	$ 60.02	Retainage Rslease
01/03/2023	858169	Business Tax Section	Park Dist 1	$ 1,433.58	business tax on 3 Bull for Castle Rock playground-invoice 374
01/03/2023	858169	Business Tax Section	Sidewalk Const	$ 58.87	Retainage Release
01/03/2023	858169	Business Tax Section	Tax Incrmnt N27	$ 3.20	Retainage Release
01/03/2023	858169	Business Tax Section	Wastewater	$ 13.79	Retainage Release
01/03/2023	858169	Business Tax Section	Water	$ 161.95	Retainage Release
01/03/2023	858169	Business Tax Section	Water	$ 1,250.00	Retainage Release
01/03/2023	858170	Carahsoft Tech	Solid Waste	$ 3,123.38	Software licenses for reviewing commercial building plans
01/03/2023	858171	Century Link	Airport	$ 50.52	Airport Terminal Power M
01/03/2023	858171	Century Link	Airport	$ 45.66	Airport Alarm
01/03/2023	858171	Century Link	Airport	$ 53.02	Airport 1FB Line
01/03/2023	858171	Century Link	Airport	$ 82.34	Airport
01/03/2023	858171	Century Link	Airport	$ 53.02	Airport P9 Building
01/03/2023	858171	Century Link	Airport	$ 68.90	Airport
01/03/2023	858171	Century Link	Airport	$ 37.92	Bill Date: Aug 16, 2021. QTA Phone 406-252-0005
01/03/2023	858171	Century Link	Engineering	$ 138.69	Measured Lines Depot 60/40
01/03/2023	858171	Century Link	EOC 911	$ 45.65	406-245-3107 911

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	858171	Century Link	EOC 911	$ 45.65	406-245-3108 911
01/03/2023	858171	Century Link	EOC 911	$ 311.26	9-1-1 Center Landfill #2
01/03/2023	858171	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
01/03/2023	858171	Century Link	EOC 911	$ 5,187.42	9-1-1 Center
01/03/2023	858171	Century Link	Fleet	$ 51.03	Motor Pool
01/03/2023	858171	Century Link	General	$ 41.17	Cemetery FAX Line
01/03/2023	858171	Century Link	General	$ 62.54	Stewart Park Batting Cages
01/03/2023	858171	Century Link	IT Resources	$ 50.52	Kenco Security Alarm IT Alarm
01/03/2023	858171	Century Link	Library	$ 188.17	Library 6 lines
01/03/2023	858171	Century Link	P.W. Admin	$ 92.46	Measured Lines Depot 60/40
01/03/2023	858171	Century Link	Park Dist 1	$ 68.90	Parks
01/03/2023	858171	Century Link	Park Dist 1	$ 50.52	Parks 3890 Stillwater
01/03/2023	858171	Century Link	Parking	$ 41.17	Park 2 Elevator Phone
01/03/2023	858171	Century Link	Parking	$ 50.52	Park 1 Elevator Phone
01/03/2023	858171	Century Link	Phone System	$ 125.33	Library 6 lines
01/03/2023	858171	Century Link	Phone System	$ 103.92	Airport Measured Lines
01/03/2023	858171	Century Link	Phone System	$ 114.60	Met Measured Lines
01/03/2023	858171	Century Link	Phone System	$ 111.42	BOC Measured Lines
01/03/2023	858171	Century Link	Phone System	$ 161.94	PUD Measured Lines
01/03/2023	858171	Century Link	Phone System	$ 2,601.86	Main System Centrex
01/03/2023	858171	Century Link	Planning	$ 50.52	Planning Traffic Central Broadwater
01/03/2023	858171	Century Link	Planning	$ 50.52	Planning Traffic Central 9th
01/03/2023	858171	Century Link	Public Safety	$ 51.96	Fire Elevator
01/03/2023	858171	Century Link	Public Safety	$ 50.52	Crime Prevention Alarm
01/03/2023	858171	Century Link	Public Safety	$ 119.32	Fire
01/03/2023	858171	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
01/03/2023	858171	Century Link	Public Safety	$ 60.90	Fire 5 911 Line
01/03/2023	858171	Century Link	Public Safety	$ 41.17	Fire Maintenance Shop
01/03/2023	858171	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
01/03/2023	858171	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
01/03/2023	858171	Century Link	Solid Waste	$ 96.43	Solid Waste Landfill
01/03/2023	858171	Century Link	Solid Waste	$ 192.56	SW Landfill
01/03/2023	858171	Century Link	Street/Traffic	$ 42.34	PW Traffic 3728 McDougall
01/03/2023	858171	Century Link	Street/Traffic	$ 51.96	PW Traffic Signal 24 Central
01/03/2023	858171	Century Link	Transit	$ -	MET Transit
01/03/2023	858171	Century Link	Wastewater	$ 50.52	PUD Sahara Sand Lift Station

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	858171	Century Link	Water	$ 39.44	PUD Alarm Water Tower
01/03/2023	858178	Dept Natural Resource	Arterial Streets	$ 54,417.96	WO 09-12 DNRC.St of MT Sage Grouse Stewa
01/03/2023	858180	DOWL	Storm Sewer	$ 4,075.14	WO 20-24 West End Storm System Improvements
01/03/2023	858181	Downtown Blgs Partners	Tax Incrmnt N27	$ 749.97	CPTED Project through DBA - 30K budgeted for FY22
01/03/2023	858181	Downtown Blgs Partners	Tax Incrmnt N27	$ 2,797.50	CPTED Project through DBA - 30K budgeted for FY22
01/03/2023	858181	Downtown Blgs Partners	Tax Incrmnt N27	$ 832.42	Sign Program; Fresco Juice Pt 1
01/03/2023	858181	Downtown Blgs Partners	Tax Incrmnt N27	$ 747.50	Signage Project through DBA - 30K budgeted for FY22
01/03/2023	858181	Downtown Blgs Partners	Tax Incrmnt N27	$ 798.08	Signage Project through DBA - 30K budgeted for FY22
01/03/2023	858189	FCS	Storm Sewer	$ 16,925.84	WO 20-37 Stormwater Utility Development
01/03/2023	858191	Firepac	Payroll Clearing	$ 3,189.49	Payroll Summary For 10 pay periods from 1-31-2022 to6-6-2022
01/03/2023	858195	Hach Company	Water	$ 2,861.32	REAGENT SET CHLORINE FREE CL17
01/03/2023	ACH	HDR	Water	$ 25,009.03	WO 23-14 HDR Bureau of Reclamation Mall Storage
01/03/2023	858197	High Point Network	Airport	$ 10,916.00	WiFi Equipment. NASPO Master Agreement
01/03/2023	858197	High Point Network	IT Resources	$ 21,187.00	annual VMWare licensing renewal thru 12/26/2023
01/03/2023	858197	High Point Network	Wastewater	$ 274.04	WRF Camera Project poe extender
01/03/2023	858201	I-State Truck	Fleet	$ 175.50	C251347165:01
01/03/2023	858201	I-State Truck	Fleet	$ 158.79	C251347165:01
01/03/2023	858201	I-State Truck	Public Safety	$ 106.68	C251345220.01
01/03/2023	858201	I-State Truck	Public Safety	$ 160.98	C251345413.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 133.81	C251344898.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 31.84	C251344920.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 242.41	C251345092.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 43.74	C251345117.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 116.72	C251345297.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 241.64	C251345376.01
01/03/2023	858201	I-State Truck	Solid Waste	$ 210.41	C251345487.01
01/03/2023	858201	I-State Truck	Street/Traffic	$ 336.98	C251344681.01
01/03/2023	858201	I-State Truck	Street/Traffic	$ 2,024.39	C251344840.01
01/03/2023	858211	Knife River	Street/Traffic	$ 2,984.26	1 1/2" crushed base
01/03/2023	858217	M-B Companies	Airport	$ 4,500.00	Mechanic Training on M-B Equipment
01/03/2023	858236	Morrison Maierle	Wastewater	$ 40,693.56	WO 22-10 Alkali Creek Water and Sewer Extension
01/03/2023	858229	MT Dakota Utilities	Facilities	$ 2,320.73	130 733 1000 8
01/03/2023	858229	MT Dakota Utilities	Facilities	$ 6,300.52	757 633 1000 2
01/03/2023	858229	MT Dakota Utilities	Facilities	$ 8,111.81	989 733 1000 0
01/03/2023	858229	MT Dakota Utilities	Facilities	$ 1,847.62	993 733 1000 4
01/03/2023	858228	MT Dakota Utilities	Fleet	$ 7,603.90	12202022

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01/03/2023	858228	MT Dakota Utilities	Fleet	$ 9.90	12202022
01/03/2023	858229	MT Dakota Utilities	General	$ 71.08	061 943 1000 6
01/03/2023	858229	MT Dakota Utilities	General	$ 835.79	571 295 3342 8
01/03/2023	858229	MT Dakota Utilities	General	$ 211.84	927 890 1000 3
01/03/2023	858229	MT Dakota Utilities	Park Dist 1	$ 171.80	371 101 1000 6
01/03/2023	858229	MT Dakota Utilities	Public Safety	$ 917.82	442 190 1000 4
01/03/2023	858229	MT Dakota Utilities	Solid Waste	$ 1,836.99	284 225 1320 1
01/03/2023	858229	MT Dakota Utilities	Solid Waste	$ 114.52	602 680 9335 2
01/03/2023	858229	MT Dakota Utilities	Solid Waste	$ 3,215.34	770 390 1000 2
01/03/2023	858229	MT Dakota Utilities	Wastewater	$ 397.22	310 490 1000 7
01/03/2023	858229	MT Dakota Utilities	Wastewater	$ 473.73	410 490 1000 6
01/03/2023	858229	MT Dakota Utilities	Wastewater	$ 170.53	868 563 1000 7
01/03/2023	858229	MT Dakota Utilities	Water	$ 557.51	010 490 1000 0
01/03/2023	858229	MT Dakota Utilities	Water	$ 102.51	110 490 1000 9
01/03/2023	858229	MT Dakota Utilities	Water	$ 473.52	209 077 5055 6
01/03/2023	858229	MT Dakota Utilities	Water	$ 838.69	210 490 1000 8
01/03/2023	858229	MT Dakota Utilities	Water	$ 1,191.65	310 490 1000 7
01/03/2023	858229	MT Dakota Utilities	Water	$ 1,421.17	410 490 1000 6
01/03/2023	858229	MT Dakota Utilities	Water	$ 7,518.03	500 490 1000 7
01/03/2023	858229	MT Dakota Utilities	Water	$ 148.39	510 490 1000 5
01/03/2023	858229	MT Dakota Utilities	Water	$ 162.04	527 033 1000 4
01/03/2023	858229	MT Dakota Utilities	Water	$ 234.30	566 923 1000 8
01/03/2023	858229	MT Dakota Utilities	Water	$ 95.67	600 490 1000 6
01/03/2023	858229	MT Dakota Utilities	Water	$ 95.66	600 490 1000 6
01/03/2023	858229	MT Dakota Utilities	Water	$ 650.24	610 490 1000 4
01/03/2023	858229	MT Dakota Utilities	Water	$ 203.04	666 923 1000 7
01/03/2023	858229	MT Dakota Utilities	Water	$ 584.83	700 490 1000 5
01/03/2023	858229	MT Dakota Utilities	Water	$ 889.84	800 490 1000 4
01/03/2023	858229	MT Dakota Utilities	Water	$ 188.40	832 001 1000 1
01/03/2023	858229	MT Dakota Utilities	Water	$ 1,028.85	900 490 1000 3
01/03/2023	858231	MT Infrastructure	General	$ 5,000.00	2023 Membership Dues - Voting Member
01/03/2023	858232	MT Lines	Gas Tax	$ 5,941.73	Retainage Release
01/03/2023	858232	MT Lines	Tax Incrmnt N27	$ 316.80	Retainage Release
01/03/2023	858233	MT Peterbilt	Fleet	$ 81.54	61585B
01/03/2023	858233	MT Peterbilt	Fleet	$ 40.77	61585B
01/03/2023	858233	MT Peterbilt	Fleet	$ 206.20	61585B

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01/03/2023	858233	MT Peterbilt	Fleet	$ 269.76	61776B
01/03/2023	858233	MT Peterbilt	Fleet	$ 169.98	61862B
01/03/2023	858233	MT Peterbilt	Fleet	$ 175.47	61862B
01/03/2023	858233	MT Peterbilt	Fleet	$ 302.64	61862B
01/03/2023	858233	MT Peterbilt	Public Safety	$ 230.00	59453B
01/03/2023	858233	MT Peterbilt	Solid Waste	$ 85.80	58606B
01/03/2023	858233	MT Peterbilt	Solid Waste	$ 93.43	58843B
01/03/2023	858233	MT Peterbilt	Solid Waste	$ 648.49	59141B
01/03/2023	858233	MT Peterbilt	Solid Waste	$ 54.49	59168B
01/03/2023	858233	MT Peterbilt	Solid Waste	$ 108.98	59169B
01/03/2023	858233	MT Peterbilt	Solid Waste	$ 435.47	59497B
01/03/2023	858235	MT State Firemen	Payroll Clearing	$ 4,055.43	Payroll Summary
01/03/2023	858242	NorthWestern Energy	Airport	$ 509.10	0712792-1. IP-7. December 2022
01/03/2023	858242	NorthWestern Energy	Airport	$ 1,253.56	0712800-2. IP-9. December 2022
01/03/2023	858242	NorthWestern Energy	Airport	$ 1,186.15	0712809-3. IP-11/12 Alpine. December 2022
01/03/2023	858242	NorthWestern Energy	Engineering	$ 821.65	1741314-7
01/03/2023	858242	NorthWestern Energy	General	$ 1,695.10	0100506-5
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ 46.76	0722257-3
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0722261-5
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0722262-3
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0722265-6
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0722268-0
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0723027-9
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0723038-6
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ 183.00	0723044-4
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0723051-9
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0723052-7
01/03/2023	858242	NorthWestern Energy	Park Dist 1	$ -	0723170-7
01/03/2023	858242	NorthWestern Energy	Public Safety	$ 2,277.93	0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023
01/03/2023	858242	NorthWestern Energy	Public Safety	$ 2,272.33	3448739-7
01/03/2023	858241	NW Playground Equipt	Park Dist 1	$ 36,991.40	playground equipment for Castle Rock park
01/03/2023	858246	Peterson Office	EOC 911	$ 3,876.76	911 CENTER: AMIA TASK CHAIRS.
01/03/2023	858248	Polydyne	Wastewater	$ 58,608.00	Chemical supplies
01/03/2023	858249	Public Utilities	Parks Maint	$ 4,700.31	136095
01/03/2023	858249	Public Utilities	Parks Maint	$ 311.33	136098
01/03/2023	858249	Public Utilities	Parks Maint	$ 851.53	136099

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01/03/2023	858249	Public Utilities	Parks Maint	$ 1,145.41	136100
01/03/2023	858249	Public Utilities	Parks Maint	$ 9.93	136101
01/03/2023	858249	Public Utilities	Parks Maint	$ 9,089.79	236250
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	180334
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	181505
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	243346
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	259589
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	259590
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	259591
01/03/2023	858249	Public Utilities	Street/Traffic	$ -	261854
01/03/2023	858256	Sanderson Stewart	Tax Incrmnt S	$ 19,865.50	WO 21-42 SBURA Streets improvements, Phase 1; Payment 15
01/03/2023	858254	S-Bar-S Supply	Public Safety	$ 130.00	ADD: PREFINISHED 3FT X 6-8 STEEL WALK OUT DOOR
01/03/2023	858254	S-Bar-S Supply	Public Safety	$ 3,847.00	FIRE 8: SHED, 10FT X 14FT. WITH STEEL ROOF, ROLL UP DOOR WITH RAMP
01/03/2023	858261	Stahly Eng & Assoc	Gas Tax	$ 615.33	Retainage Release
01/03/2023	858261	Stahly Eng & Assoc	SID Const	$ 3,900.71	Retainage Release
01/03/2023	858261	Stahly Eng & Assoc	Storm Sewer	$ 551.30	Retainage Release
01/03/2023	858267	The Appraisal Group	Storm Sewer	$ 4,999.00	Appraisal Report for R.L. Subdivision Lo
01/03/2023	ACH	Town & Co Supply	Fleet	$ 10,197.95	432034
01/03/2023	ACH	Town & Co Supply	Fleet	$ 11,534.95	432034
01/03/2023	ACH	Town & Co Supply	Fleet	$ 2.49	432481
01/03/2023	ACH	Town & Co Supply	Fleet	$ 8,169.64	432481
01/03/2023	ACH	Town & Co Supply	Fleet	$ 3,397.86	432481
01/03/2023	ACH	Town & Co Supply	Fleet	$ 6,024.71	432481
01/03/2023	ACH	Town & Co Supply	Fleet	$ 4,542.06	432481
01/03/2023	ACH	Town & Co Supply	Fleet	$ 3,910.12	432529
01/03/2023	ACH	Town & Co Supply	Fleet	$ 3.08	432529
01/03/2023	ACH	Town & Co Supply	Fleet	$ 6,263.06	432529
01/03/2023	ACH	Town & Co Supply	Fleet	$ 4,820.32	432529
01/03/2023	ACH	Town & Co Supply	Fleet	$ 10,551.59	432529
01/03/2023	ACH	Town & Co Supply	Fleet	$ 3,929.68	432541
01/03/2023	ACH	Town & Co Supply	Fleet	$ 4,602.76	432541
01/03/2023	ACH	Town & Co Supply	Fleet	$ 8,203.78	432541
01/03/2023	ACH	Town & Co Supply	Fleet	$ 4,152.49	432541
01/03/2023	ACH	Town & Co Supply	Fleet	$ 3.10	432541
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 240.00	A1 Jds Lock - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 880.00	Air Controls-Billings - PCard

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01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.93	Albertsons #4025 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 74.37	Albertsons #4025 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 159.37	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 339.80	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 498.65	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 699.98	Amazon.Com*Hw50P2Pk0 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 31.95	Amazon.Com*Hw9Yk61W2 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,075.00	American Water Technol - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 75.98	Amzn Mktp Us*Hw2R37Z72 Am - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 34.35	Amzn Mktp Us*Hw8Bt0160 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 40.44	Applied Ind Tech 2422 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 56.48	Archie Cochrane Ford - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 65.00	Batteries+Bulbs #0253 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 32.39	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 50.69	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 443.26	Billings Kubota Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 200.00	Billings Overhead Door In - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 380.00	Billings Overhead Door In - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 37.13	Bin 119 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 112.10	Bin 119 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 942.97	Bobcat Of Big Sky Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 695.00	Bt Aircraft Rescue - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 65.48	C&B Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 242.10	C&B Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 73.32	Carquest 3103 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 84.50	Ciao Mambo - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 998.02	Company Two Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 29.80	Culligan Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 647.27	Cummins Inc - 38 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 101.16	Cummins Inc - 38 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 184.14	Curtis - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 142.50	Danner-Lacrosse - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 8.75	Dollar Tree - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 100.99	Dtv*Directv Service - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 413.63	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 134.17	Ecolab Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 141.47	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 212.29	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 121.59	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 212.29	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 134.17	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 169.72	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 366.95	Forged In Steel Soluti - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,274.88	Galls - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 2,225.00	Global Access Supply Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 54.00	Graphic Imprints - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 86.94	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ (50.97)	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 432.50	Historical Society-Gift - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 100.00	In *Cotter'S Sewer, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 75.00	In *Cotter'S Sewer, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 2,357.99	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 89.50	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 189.42	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 35.96	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,447.00	Lp Anderson - Point S, Dt - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 100.00	Lp Anderson - Point S, Dt - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,253.08	Lp Anderson - Point S, Dt - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 270.00	Midland Printing - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 120.83	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 661.60	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 828.27	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 144.60	Norco Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 17.29	Northwest Pipe Fittings - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 2,343.59	Nwestco - 003 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 239.98	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 179.98	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 510.18	O'Reilly Auto Parts 1551 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 80.26	O'Reilly Auto Parts 1551 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 272.16	Quadient Inc Payconnex - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 173.23	R.L. Armacost, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 67.60	Raven'S Cafe D'Art - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 162.00	Sp 13 Fifty Online - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 87.50	Spic And Span - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 72.00	Sq *Montana Seals And Pac - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 2,125.08	Sq *Sealital, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,200.00	Sq *Skyline Services, Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 227.47	Sq *Tel Net Systems Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,032.41	State Chemic*State Che - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,059.73	State Chemic*State Che - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 635.84	State Chemic*State Che - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 645.00	The Emblem Authority - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 226.82	The Home Depot 3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 226.76	The Home Depot 3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,248.00	Thomson West*Tcd - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 376.95	Tractor & Equipment - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 74.97	Uline *Ship Supplies - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 500.00	Vericom - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 409.94	Walmart.Com 8009666546 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 14.99	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	Airport	$ 687.00	Ztl*Zee Creative - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 318.93	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ (77.94)	Amzn Mktp Us - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 93.26	Amzn Mktp Us*4C1Hq5Fk3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 42.98	Amzn Mktp Us*7A6H676U3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 23.97	Amzn Mktp Us*7P2Jy8Jf3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 131.98	Amzn Mktp Us*Be2Uk2Ri3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 71.02	Amzn Mktp Us*Bp6Od2913 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 19.99	Amzn Mktp Us*Hw31C1Ez0 - PCard

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01/03/2023	ACH	U.S. Bank PCards	Building	$ 41.56	Amzn Mktp Us*Hw4Ee1Ug0 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 43.32	Amzn Mktp Us*Hw5Z42Ir0 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 77.94	Amzn Mktp Us*Hw79P7Sz1 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 113.70	Amzn Mktp Us*Rm30M0Ty3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 28.99	Amzn Mktp Us*Th4Oo6Ym3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 43.40	Builder'S Book, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 103.33	Enterprise Rent-A-Car - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 154.77	Enterprise Rent-A-Car - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 140.87	Hilton Garden Inn Mha - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 140.87	Hilton Garden Inn Mha - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 153.52	Iapmo - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 130.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 79.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 241.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 241.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 230.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 21.55	Maverik #537 - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 157.52	Springhill Suites By M - PCard
01/03/2023	ACH	U.S. Bank PCards	Building	$ 157.52	Springhill Suites By M - PCard
01/03/2023	ACH	U.S. Bank PCards	CDBG	$ 42.60	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	CDBG	$ 52.97	Amazon.Com*1Z5Jr0H63 - PCard
01/03/2023	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* I03618-29706112 - PCard
01/03/2023	ACH	U.S. Bank PCards	CDBG	$ 500.00	Paypal *Shannonstob - PCard
01/03/2023	ACH	U.S. Bank PCards	Central Services	$ 98.12	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Central Services	$ 637.78	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 35.00	Dollar Tree - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 28.75	Dollar Tree - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 24.82	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 30.48	Office Depot #450 - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 3.18	Target 00013334 - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 100.00	Wal-Mart #1956 - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 25.00	Wal-Mart #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 101.76	Wm Supercenter #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	Court Grants	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 699.31	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 54.50	4Te*Alarm Services - PCard

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01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 68.80	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 178.41	Alliedcontrols.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 41.52	Amazon.Com*J70C47L23 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 51.98	Amazon.Com*W081N5Of3 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 75.54	Costco Whse #0069 - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 66.99	Dmi* Dell Bus Online - PCard
01/03/2023	ACH	U.S. Bank PCards	Engineering	$ 450.04	Selby'S - PCard
01/03/2023	ACH	U.S. Bank PCards	EOC 911	$ 110.00	National Academies Of Eme - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 27.00	00809 - Apcoa Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 270.00	A1 National Fire Co Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 2,350.28	Air Controls-Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 4.89	Billings Hardware & Servi - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 4.00	Co Billings Park3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 714.00	Creative Monograms Smb - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 151.20	Ecolab Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 49.90	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 5.64	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 26.09	Ferguson Ent #1342 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 2.58	Ferguson Ent #1342 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 56.07	Ferguson Ent #1342 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 450.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 31.98	Johnstone Supply - Billin - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 20.78	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 104.91	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 22.77	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 4.14	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 98.55	Montana Broom & Brush Gr - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 5.40	Mountain Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 35.27	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 243.64	Sq *Koinonia Laundry - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 134.68	Sq *Koinonia Laundry - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 1,710.00	Sq *Rolling Right Door Se - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 140.00	Sq *Skyline Services, Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 9.76	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 6.22	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 33.45	The Home Depot #3101 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 7.56	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 37.96	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 27.97	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 34.20	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 31.09	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 11.26	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 3.50	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 12.00	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 23.50	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Facilities	$ 135.00	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Fleet	$ 1,028.00	Fedex Offic22600022665 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 54.68	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 7.08	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 49.99	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 97.14	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 26.15	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 57.85	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 70.14	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 21.60	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 47.99	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 38.00	Aaim - Services - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 38.00	Aaim - Services - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 599.88	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 60.63	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *Pdf Pack Subs - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 43.99	Albertsons #0038 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 34.56	Albertsons #0038 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 24.24	Albertsons #0038 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 21.84	Albertsons #1227 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 25.74	Albertsons #1227 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	General	$ 80.60	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 179.97	Amazon.Com*Hi9Fj8Yu1 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 124.52	Amazon.Com*Kg8Ng07Y3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 75.00	American Assoc Of Code - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 350.00	American Society Of Land - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Strong - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 14.99	Ampd Strong - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 119.94	Amzn Mktp Us*4R6Zt8Vi3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 19.99	Amzn Mktp Us*4R6Zt8Vi3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 252.97	Amzn Mktp Us*527N30Nq3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 13.95	Amzn Mktp Us*6C9Mx1Mi3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 65.98	Amzn Mktp Us*9T7Kx39N3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 20.47	Amzn Mktp Us*Ee29T2I73 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 49.90	Amzn Mktp Us*G21S242N3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 45.95	Amzn Mktp Us*Hi25638M2 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 136.53	Amzn Mktp Us*Hi7629852 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 159.60	Amzn Mktp Us*I97Fa2Gx3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 83.92	Amzn Mktp Us*Pm42Z23Y3 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 244.00	Associatio* The Nrpa C - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 144.50	Associatio* The Nrpa C - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 256.38	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 119.90	Billings Army Navy Surplu - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 489.00	Billings Ink And Toner, I - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 33.75	Bin 119 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 132.35	Buddy Punch - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 78.23	Chalet Market Downtown - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 175.00	Conoco - Dons Auto Car Wa - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 1,695.00	Cool River Roasting - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 43.84	Costco Whse #0069 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 41.00	Creative Monograms Smb - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 83.00	Creative Monograms Smb - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 20.00	Eb Us Cpted Associati - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 70.60	Econo Print - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 158.46	Ezcatersubway - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 18.62	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 75.00	Fbi National Academy Asso - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	General	$ 94.80	Fedex 95748423 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 50.00	Fsp*Yellowstone Valley Ch - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 101.85	Gotabletenn - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 56.63	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 70.46	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 80.00	Graphic Imprints - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 7.96	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 449.10	Homedepot.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 8.24	Idu*Insight Public Sec - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 285.82	Idu*Insight Public Sec - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 884.00	Juli Pierce Law Pllc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 38.50	Kelley Connect - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 475.24	Kelley Connect - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 114.62	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 39.98	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 49.96	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 640.12	Knife River 5601 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 113.57	Knife River 5601 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 49.98	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 29.70	Meadow Green Sales - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 263.34	Myron Corp - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 127.78	National Academy Of Spor - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 75.80	Nna Services Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 178.08	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 28.99	Office Depot #450 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 39.12	O'Reilly Auto Parts 1551 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 54.98	O'Reilly Auto Parts 1751 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 74.09	Pacific Steel Branch #02 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 205.00	Pelra* Inv-1521 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 15.00	Pepsicola Bottling Compan - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 28.60	Platt Electric 148 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ (28.60)	Platt Electric 148 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 29.99	Pound Fitness - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 125.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 121.48	Ratco Trailer And Hitch - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard

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01/03/2023	ACH	U.S. Bank PCards	General	$ 88.42	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 12.98	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 91.20	Selby'S - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 144.46	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 103.96	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 125.00	Sp Helm Publishing - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 79.99	Spectrum - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 9.99	Spotify - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 498.00	Sq *Digital Layer Design - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 384.40	Staley S Tire And Automot - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 75.00	Target 00013334 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 425.00	Target 00013334 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 20.00	Textmagic.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 25.98	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 34.80	The Rubber Stamp Shop, - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 682.69	Thomson West*Tcd - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 1,878.68	Thomson West*Tcd - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 17.95	Tire Rama 101 Bc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 267.00	Trta-Research&Cpe - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 491.62	Ultra Graphics, Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 315.00	United States Profession - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 97.26	Wal-Mart #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 38.29	Wal-Mart #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 12.00	Western Office Equipment - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 50.00	Wheniwork.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 24.50	Wm Supercenter #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 40.10	Wm Supercenter #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 57.05	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 17.80	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 44.97	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 72.39	Zumba Fitness - PCard
01/03/2023	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	IT Resources	$ 46.00	Aaim - Services - PCard
01/03/2023	ACH	U.S. Bank PCards	IT Resources	$ 93.66	Amazon.Com*Hw0Q670O1 - PCard
01/03/2023	ACH	U.S. Bank PCards	IT Resources	$ 29.99	Amzn Mktp Us*5V22N13T3 - PCard
01/03/2023	ACH	U.S. Bank PCards	IT Resources	$ 300.00	Magip - PCard
01/03/2023	ACH	U.S. Bank PCards	IT Resources	$ 2,730.00	Zoho Corporation - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 59.80	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 15.99	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 970.66	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 87.50	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 655.96	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 10.98	Albertsons #4025 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 101.00	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 17.99	Amazon.Com*194Aw1Cv3 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 7.95	Amazon.Com*3I9Z57Z83 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 24.98	Amazon.Com*6R2313I23 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 14.99	Amazon.Com*B686K7Jg3 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 12.99	Amazon.Com*D61Nw9Aq3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 16.99	Amazon.Com*Iq2V17Hh3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 59.99	Amazon.Com*Za37P2Wn3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 89.83	Amazon.Com*Za37P2Wn3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ (21.98)	Amzn Mktp Us - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ (71.96)	Amzn Mktp Us - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 19.70	Amzn Mktp Us*6F01C1O73 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 16.99	Amzn Mktp Us*C997Z4J83 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 27.98	Amzn Mktp Us*Hy20Y4Nd3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 25.47	Amzn Mktp Us*Ih8Qz5X23 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 67.96	Amzn Mktp Us*Lx4Sv8M03 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 93.43	Amzn Mktp Us*Mc6S27Ga3 Am - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 17.63	Amzn Mktp Us*O07Xm9O03 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 44.00	Amzn Mktp Us*O07Xm9O03 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 72.60	Amzn Mktp Us*Ow88G3O63 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 27.00	Amzn Mktp Us*T56W78Gj3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 43.24	Amzn Mktp Us*V629W6103 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 20.98	Amzn Mktp Us*Vd9Jt57M3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 113.25	Becker'S Glass Shop - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Library	$ 917.32	Brodart Supplies - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 663.25	Build.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 101.89	Bulbs.Com Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 38.75	Bullmans Pizza Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 13.75	Dollar Tree - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 75.00	Facebk *H3Sf5H3Jb2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 2.98	Facebk 2Hbm2Hpjb2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 25.00	Facebk Ybybhl3Rq2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 9.99	Gan*Usatodaycirc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 302.76	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 380.64	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 67.85	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 24.25	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 445.38	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 1,225.56	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 9.99	Microsoft*Subscription - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 50.97	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 50.97	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 50.97	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 50.97	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 50.97	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 23.97	Otc Brands Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 28.97	Paypal *Dovecreekpr - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 262.50	Sq *Billings Best Balloon - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 32.50	Sq *Stompin Grounds - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 415.00	Summit Fire & Security - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 5.20	Target 00001719 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 10.79	Target 00013334 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 146.05	Tfh (Usa) Ltd. - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 50.37	The Burger Dive - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 1.95	The Daily Interlake - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 3.27	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 258.82	The Webstaurant Store Inc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Library	$ 619.50	Uline *Ship Supplies - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 46.60	Umi Japanese Steakhouse & - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 75.00	Videolibrarian.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 128.80	Wal-Mart #1956 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 7.56	Wal-Mart #1956 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 29.88	Wal-Mart #4412 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 10.92	Wal-Mart #4412 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 49.03	Walmart.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 25.00	Wise Wonders Museum - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 2.86	Wm Supercenter #2923 - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 1,035.00	Zeecreativeinc - PCard
01/03/2023	ACH	U.S. Bank PCards	Library	$ 25.00	Zsk*Ce Zoomontana Pos - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 254.85	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 207.10	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 1,982.77	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 9.99	Albertsons #4025 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 179.00	B2B Prime*Oy1Fh2Pz3 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 41.88	Conoco - East Helena 2 11 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 137.30	Expedia 72435710201864 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 28.48	Facebk *Ndq29Hfv42 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 37.00	Family Dollar #11231 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 41.02	Holiday Stations 0275 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 312.00	Montana Society Of Certif - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 285.00	Montana Society Of Certif - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 225.00	Montana Society Of Certif - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 18.99	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 4.00	Stillwater Parking Garage - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 78.99	Target 00013334 - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 207.50	Ultra Graphics, Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 53.94	A & I Distributors - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,172.62	Alaska Air 0272319087699 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,172.62	Alaska Air 0272319087701 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,172.62	Alaska Air 0272319087703 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 31.98	Albertsons #0047 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 336.00	American Swing Products, - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 649.00	Amzn Mktp Us*Hw8Dr4N00 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 28.47	Autozone #3772 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 82.39	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 48.73	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 62.84	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 97.39	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 146.95	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 10.81	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 14.88	Billings Hardware & Servi - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 21.65	Billings Hardware & Servi - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 55.36	Border States Industries - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 24.00	Certified Training Instit - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 20.40	Certified Training Instit - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 538.20	Douglas Industries - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 88.06	Evergreen Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 37.65	Evergreen Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 64.68	Evergreen Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	Evergreen Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 53.98	Evergreen Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 107.04	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 118.31	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 139.93	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 53.98	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 43.97	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 68.96	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 46.04	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 462.92	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 282.00	Isa - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 15.97	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 229.96	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 98.97	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 78.97	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 0.43	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 137.91	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 8.26	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 26.93	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ (229.96)	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 206.96	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Knife River 5601 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 846.86	Knife River 5601 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 225.00	Knife River 5601 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 89.40	Knife River 5601 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 91.34	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 23.34	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 32.44	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 229.00	Lowes #00907* - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 252.45	Michigan Truck Spring - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 61.04	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 154.27	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 267.42	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,048.32	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 15.16	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 291.75	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 9.56	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 40.59	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 138.60	Moosejaw - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 35.98	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 41.52	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 32.20	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 5.10	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 166.65	Nc The Cat Rental Stor - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 130.61	Norco Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 28.38	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 83.24	O'Reilly Auto Parts 1751 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 231.07	Pacific Steel Branch #02 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 35.00	Pestedcomll - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 93.93	Pzg**Mt Dept Of Ag Onl - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 140.89	Rei #198 Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 54.99	Scheels Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 64.98	Shipton'S Big R-West - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 359.94	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Shoe Carnival #0446 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 125.98	Snappyduds - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 90.00	Snappyduds - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 198.98	Snappyduds - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Society Of American Fore - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 233.61	Sp Dovetailworkwear - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 149.00	Sq *Bighorn Boots And Wor - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 2.42	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 54.62	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 740.08	Thomae Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 165.88	Tire Rama 105 It - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 74.73	Tractor-Supply-Co #0303 - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 30.13	U.S. Plastic Corporation - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 366.00	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 77.87	Westech Rigging Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 162.69	Yellowstone Polaris - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 20.12	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 90.00	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 52.50	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 90.00	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 734.87	Ace Electric - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 157.50	Air Controls-Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 1,356.55	Air Controls-Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 119.90	Billings Army Navy Surplu - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 1,060.52	C&B Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 47.68	Costco Whse #0069 - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ (328.60)	Df Supply Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ (328.61)	Df Supply Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ (328.61)	Df Supply Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 108.00	Dpt Client Pmts - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 24.49	Fedex 940785133918 - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 173.69	Fedex 96335382 - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 88.53	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 108.13	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 108.13	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 108.11	Kb Commercial Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 49.18	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 35.00	Sq *Skyline Services, Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Parking	$ 887.94	Www.Universalboot.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 100.00	Jares Fence Company Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 556.78	Midland Implement Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 96.00	Pacific Steel Branch #02 - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 19.45	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 159.15	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 260.08	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 44.94	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Parks Maint	$ 40.24	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 72.00	Amzn Mktp Us*Hw2U90Lz1 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 443.37	Amzn Mktp Us*Vk32X2A13 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 108.91	Amzn Mktp Us*W46Ec6Ya3 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 554.51	Budget Rent A Car - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 164.78	Embassy Suites Denver - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 450.00	In *Iabti - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 641.98	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 11.30	Phillips 66 - United Paci - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 30.00	Register@Faa 344Yfkk - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ (159.98)	Sq *Firehouse Technology - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 237.98	Sq *Firehouse Technology - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 159.98	Sq *Firehouse Technology - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 847.20	United 0162450612393 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 45.00	United 0169814735291 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 88.00	United 0169814735292 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 88.00	United 0169814735293 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 45.00	United 0169814735294 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 30.00	United 0169814736474 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 30.00	United 0169814736475 - PCard
01/03/2023	ACH	U.S. Bank PCards	PD Program	$ 14.00	Yellowstone Ice And Water - PCard
01/03/2023	ACH	U.S. Bank PCards	Phone System	$ 10.83	Amzn Mktp Us*Hz3P59Or2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Phone System	$ 0.10	Business.Apple.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 33.00	00809 - Apcoa Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 298.00	American Planning Associ - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 14.39	Amzn Mktp Us*9K39H0Re3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 67.01	Amzn Mktp Us*D24P46Hm3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 32.99	Amzn Mktp Us*De0P27Nk3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 35.23	Amzn Mktp Us*Du9Xb2Yt3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 8.98	Amzn Mktp Us*Gq2X48Dx3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 11.98	Amzn Mktp Us*T14Z561Y3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 10.99	Amzn Mktp Us*Wd8A40Jm3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 74.90	Anc* Newspapers.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 246.30	Dd Doordash Dickeysba - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 3.52	Facebk *Dcjshk7Vj2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 138.49	Grubhubgrandgardenchi - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 140.87	Hilton Garden Inn Mha - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 65.00	Montana Association Of Pl - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 54.29	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 36.96	Sams Club #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 32.84	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 157.52	Springhill Suites By M - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 129.00	Venngage.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 78.00	Western Awards Engravin - PCard
01/03/2023	ACH	U.S. Bank PCards	Planning	$ 41.98	Www Costco Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 33.17	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 474.25	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 5.88	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 239.88	Adobe Acropro Subs - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ (332.77)	Airbnb Hmfkb4P5C2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 332.77	Airbnb Hmfkb4P5C2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 29.98	Albertsons #0630 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 12.99	Albertsons #0630 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 70.41	Albertsons #4025 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.60	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.19	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 323.60	Amazon.Com*B47Cj8Oa3 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 89.97	Amazon.Com*Hi0B76Yn2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 209.00	Amazon.Com*Hi6Pv4Ht2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 25.00	Amazon.Com*Jh4Ci8Mn3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 249.75	Amazon.Com*Ki7Z35Pv3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 199.96	Amazon.Com*Lc6L410R3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 29.82	Amazon.Com*Mg0Wz6Ec3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,809.95	Amc 88050 Group Sales - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 428.60	American Air0012356758467 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 428.60	American Air0012356758468 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 227.60	American Air0012356760486 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 227.60	American Air0012356760487 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 164.90	Amzn Mktp Us*752R256F3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 64.99	Amzn Mktp Us*B70Xx3Ii3 Am - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 59.85	Amzn Mktp Us*Dr2Hv4M93 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 264.99	Amzn Mktp Us*F34K860X3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Amzn Mktp Us*Hw1Zq51Y0 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 74.35	Amzn Mktp Us*Hw9Mz96A0 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.98	Amzn Mktp Us*Mb99R4Ia3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.98	Amzn Mktp Us*P17Gw0B73 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.92	Amzn Mktp Us*Pw5898P83 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 160.00	Amzn Mktp Us*Q48Jz28X3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 12.68	Amzn Mktp Us*Xe0Ev3Gw3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Apco International Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Arkon Resources - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 134.90	Arkon Resources - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,000.00	Att*Court Order Chgs - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,675.00	Att*Court Order Chgs - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 14.95	Audible*Hi9Ub9W52 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 319.20	B&H Photo 800-606-6969 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 95.98	B&H Photo 800-606-6969 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 641.71	B&H Photo 800-606-6969 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 300.71	B&H Photo 800-606-6969 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 558.92	B&H Photo 800-606-6969 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 502.44	B&H Photo 800-606-6969 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 99.99	Best Buy 00005926 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 91.96	Big Lots Stores - #1923 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 420.00	Big Sky Communications 1 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 735.00	Big Sky Communications 1 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 130.00	Billings Ink And Toner, I - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 19.99	Billingsgazettethriftynck - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,840.22	Brownells Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 650.00	Center For Public Safety - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 650.00	Center For Public Safety - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 122.39	Chalet Market - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 77.63	Chalet Market - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 19.56	Ciox Health - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 51.62	Corporate Translate - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 49.98	Costco Whse #0069 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 138.06	Courtyard By Marriott - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 457.00	Creative Monograms Smb - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 587.20	Delta Air 0062351261285 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 559.20	Delta Air 0062351380648 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 477.77	Domino'S 7003 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 104.93	Domino'S 7005 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 97.85	Efx*Infoservices - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 308.88	Et Car Hire - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 145.00	Evident Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 23.36	Evident Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.21	Fedex 391813851567 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 204.00	Fisher'S Technology - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 363.80	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 139.95	Grammarly Copvzfw7U - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 876.00	Gw Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,300.00	Hanser Wrecker Company - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 81.70	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 252.56	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 276.89	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 128.16	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 81.70	Hanson Chemical - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 297.78	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 141.60	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 335.63	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 9.98	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 168.99	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 69.99	Hlu*Hulu 2290711206243-U - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 6.99	Holiday Stations 0470 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,161.60	Idu*Insight Public Sec - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,492.06	In *American Incinerators - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,360.58	In *Arrowhead Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.00	In *Gwenlin Commercial Cl - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 126.00	In *Perfectemp, Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 32.50	In *Universal Awards - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 104.20	In *Universal Awards - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 150.08	Industrial Coating Soluti - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 241.00	Int'L Code Council Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 139.59	Iron Mountain - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 83.66	Iron Mountain - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 83.00	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 391.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,700.00	Labor Relations Inform - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 209.00	Leadsonline Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 204.80	Life Assist Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 34.96	Little Caesar'S 3727-0001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 106.16	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 3,571.12	Luckygunnercom - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 59.57	Mcdonald'S F13978 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,578.73	Mgm Targets - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billing - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 95.00	Minuteman Press Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Minuteman Press Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 25.00	Montana Fire Chiefs Assoc - PCard

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01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Montana Fire Chiefs Assoc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Montana Fire Chiefs Assoc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 420.00	Msu Billings-Main Campus - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,448.40	National Band And Tag Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 164.00	Northwest Scientific Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 79.42	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 88.76	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 991.96	Opticsplanet, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 7.50	Party America Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,956.32	Peavey Corp. - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,150.87	Peterson Quality Off - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 382.84	Promotions Now - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 238.54	Rmitaxdmysupwoodcrving - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 63.40	Sams Club #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 155.00	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 14.98	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.94	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 676.00	Silver Threads - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 264.19	Spectrum - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 687.12	Sq *Tel Net Systems Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,363.44	State Chemic*State Che - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 51.99	Taco Johns 9695 Olo - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 47.10	Target 00001719 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 149.97	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 42.81	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 547.96	The Home Depot 3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ (43.59)	The Ups Store 2594 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 109.67	The Ups Store 2594 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ (65.00)	The Ups Store 2594 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 153.26	The Ups Store 2594 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 173.20	Tlo Transunion - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 24.24	Tritech Forensics - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 22.00	Tst* City Brew Coffee - C - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 4,571.12	Uline *Ship Supplies - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 355.20	United 0162452346232 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 633.70	United 0162452367348 - PCard

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01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 30.00	United 0169816818133 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 30.00	United 0169816818134 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 73.92	Ups*Billing Center - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 73.43	Ups*Billing Center - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 134.32	Ups*Billing Center - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 10.57	Ups*Billing Center - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 11.70	Usps Po 2907820108 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.30	Valet Today Cleaners - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 799.00	Vievu - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.97	Walmart.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 58.70	Walmart.Com 8009666546 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 13.97	Walmart.Com 8009666546 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 62.00	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 12.00	West End Lock And Secur - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 8.48	Wm Supercenter #1956 - PCard
01/03/2023	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 265.07	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 190.00	Ace Electric - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 202.63	Aloft - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 194.26	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 189.21	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 579.04	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 328.50	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 554.71	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 313.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 303.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 307.21	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 193.34	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 182.87	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 171.59	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 471.27	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 30.00	American Air0010278860400 - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ (32.97)	Amzn Mktp Us - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 15.29	Amzn Mktp Us*Dq42M1Z73 - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 48.07	Amzn Mktp Us*Pv7Ts1Hd3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 29.94	Big Sky Steel And Salvage - PCard

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01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 139.53	Billings Construction Sup - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 125.53	Billings Construction Sup - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 64.00	Bloedorn Lumber Co- Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 206.78	Cintas Corp - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 129.45	Cintas Corp - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 13.04	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 686.00	Cross Petroleum Service - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 383.00	Cross Petroleum Service - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 205.27	Econo Print - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 142.32	Econo Print - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 563.69	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,833.03	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 2,164.60	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 627.90	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 550.00	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,691.58	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 186.48	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,141.72	Hardrock Hotel Sd - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 257.38	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 478.40	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 3,750.00	Housby Online Sales Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 2,750.00	Housby Online Sales Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 42.00	Industrial Sales And Se - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 14.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 183.95	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 60.36	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 18.56	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 206.54	Kleen Rite Corp - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 601.60	Lawson Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 181.60	Lawson Products - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 121.65	Mac Tools - Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 296.42	Marketing Specialtites - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 166.20	Mountain Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 21.65	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 4.69	Napa Store 3547001 - PCard

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01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 840.00	Pzg**Mt Dept Revenue-E - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,950.00	Ratco Trailer And Hitch - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 780.00	Reliable Tent Awning Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 335.00	Solid Waste Associa - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 4.00	Stillwater Parking Garage - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 12.98	Uber Trip - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 3.44	Uber Trip - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 9.97	Uber Trip - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 11.96	Uber Trip - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 3.00	Uber Trip - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 11.95	Uber Trip - PCard
01/03/2023	ACH	U.S. Bank PCards	Solid Waste	$ 35.00	Wpy*Manoucher Hafezi Bakh - PCard
01/03/2023	ACH	U.S. Bank PCards	Stillwater Const	$ 3,950.86	City Of Billiings Buildin - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 464.10	Amzn Mktp Us*Hi0P16Bg2 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 147.80	Amzn Mktp Us*Zo08896Y3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 62.32	Archie Cochrane Ford - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 69.59	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 3.55	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 54.58	Bloedorn Lumber Co- Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 47.97	Buildersfirstsource64021 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 58.09	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 38.47	Fastenal Company 01Mtbll - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 32.45	Fisher'S Technology - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 694.80	Grand Lumber Co Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 73.96	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 34.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 155.95	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 45.97	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 31.16	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 20.97	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 557.24	Lithia Cjd Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 27.96	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 183.58	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 102.44	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 29.00	Macon Supply Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 160.06	Montana Fence - Billings - PCard

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01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 9.54	O'Reilly Auto Parts 1551 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 6.49	O'Reilly Auto Parts 1751 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 215.78	Pacific Steel Branch #02 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 21.84	Purvis Industries 68 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 150.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 53.70	Rainharvest Systems Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 156.00	Ratco Trailer And Hitch - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 205.50	Reliable Tent Awning Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 99.98	Sams Club #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 99.98	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 37.98	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 29.98	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ (37.98)	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 168.94	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 63.86	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 269.99	Vermeer Mountain West, In - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 509.29	Yellowstone Polaris - PCard
01/03/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 166.40	Yellowstone Valley Elect - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 137.07	Aaim - Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 54.99	Adobe *Creative Cloud - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 109.99	Albertsons #0047 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 9.96	Albertsons #0630 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 1,281.00	Alpine Plumbing Heating A - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 402.10	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 131.55	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 72.40	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 81.82	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 22.79	Amzn Mktp Us*1R76178B3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 37.23	Amzn Mktp Us*At4Ga8Bc3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 49.37	Amzn Mktp Us*Gg8A87K03 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 4.99	Amzn Mktp Us*I94A10L23 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 161.20	Architectural Doors & Har - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 42.19	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 42.19	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 37.12	Bin 119 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 112.10	Bin 119 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 84.50	Ciao Mambo - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 17.12	Don Brown Bus Sales Inc P - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 313.00	Don Brown Bus Sales Inc P - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 687.00	Ebay O*15-09416-75103 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 92.99	Ebay O*19-09407-47876 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 128.77	Econo Print - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 63.24	Etrailer Corporation - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 39.14	Facebk *7Zlsxg3482 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 58.81	Facebk 6Lmj2Hx482 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 25.00	Facebk Cjcuvgx382 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 25.00	Facebk Hwdx5H3582 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 25.00	Facebk Wa78Wgx382 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 15.00	Glacier Express Car Wash - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 95.00	Greg - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 739.00	In *Beartooth Fire Protec - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 375.00	In *Cotter'S Sewer, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 79.88	Kimball Midwest Payeezy - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 25.98	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 6.77	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 150.00	Lowes #00319* - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 395.00	Lp Anderson - Point S, Dt - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 175.22	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 28.39	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 27.69	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 7.38	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 8.04	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 5.20	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 3.91	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 17.15	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 17.98	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 12.52	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 84.78	Office Depot #450 - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 232.20	Polaris Laboratories - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 67.59	Raven'S Cafe D'Art - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 95.00	Sq *Transitional Marketin - PCard
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 21.14	Wal-Mart #2923 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Transit	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 324.29	1 Specialty Distribution - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 198.69	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 114.68	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 10.18	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.30	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Adobe Acropro Subs - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 51.49	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,153.49	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 362.80	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 77.24	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 249.99	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,220.87	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 24.51	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.34	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 57.89	Amazon.Com*Yy8Nv44G3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 452.99	B&H Photo 800-606-6969 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 46.98	Best Buy 00005926 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 204.93	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 74.49	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 31.05	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 470.97	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 103.46	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 75.46	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 168.66	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 53.67	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 55.30	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 34.56	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 168.66	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 53.67	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 468.50	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 42.87	Costco Whse #0069 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 27.40	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 114.80	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 267.60	Engineer Supply Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 44.39	F And H Mine Supply - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 355.10	F And H Mine Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 958.00	Freds Appliance Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 165.53	Galeton - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 38.94	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.01	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.01	Grainger - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 202.35	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 334.68	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 46.94	Hanson Chemical - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 65.98	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.56	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 116.95	Homedepot.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 222.98	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 114.99	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ (114.99)	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 20.26	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 70.00	Isa - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 105.00	Isa - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 26.24	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.20	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 250.08	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 2.52	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.78	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 35.67	Lockwood Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,144.00	Lous Gloves - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 44.94	Lowes #00907* - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 45.70	Mcmaster-Carr - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 469.83	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 301.35	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 77.80	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 877.81	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 447.25	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 399.61	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 600.00	Mountain Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 33.10	Norco Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 280.08	Office Depot #2135 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 9.60	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 791.78	Open Automation Software - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 34.97	O'Reilly Auto Parts 1549 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 46.76	Pacific Steel Branch #02 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 90.00	Pestedcomll - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 917.42	Plchardware.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 259.18	Plchardware.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 518.00	Pzg**Mt Dept Environ Q - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 21.83	Pzg**Mt Dept Of Ag Onl - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 900.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 216.90	Russell Industries Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 57.99	Shipton'S Big R - Online - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 393.93	Shipton'S Big R - Online - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ (57.99)	Shipton'S Big R - Online - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 191.91	Shiptons Big R Heights - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 104.97	Shipton'S Big R-East - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 90.26	Shipton'S Big R-East - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 349.99	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 14.26	Taco Johns 9135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 95.07	Tractor-Supply-Co #0303 - PCard
01/03/2023	ACH	U.S. Bank PCards	Wastewater	$ 91.96	Walmart.Com 8009666546 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 172.01	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 71.22	360 Office Solutions Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 161.80	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 24.44	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 30.58	4Te*Alarm Services - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 355.68	A And H Turf And Specialt - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 116.00	Agilent Technologies, - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 274.41	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 182.94	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 456.46	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 231.70	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 374.99	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 1,153.49	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Water	$ 154.47	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 685.94	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 544.21	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 49.02	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 73.53	Alsco Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 422.72	Amazon.Com*8Z3Zf1Az3 Amzn - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 86.83	Amazon.Com*Yy8Nv44G3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ (284.90)	Amzn Mktp Us - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ (284.90)	Amzn Mktp Us - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 44.28	Amzn Mktp Us*130Kw0Fh3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 13.30	Amzn Mktp Us*1K7E99Oe3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 211.38	Amzn Mktp Us*691Tc6R23 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 31.34	Amzn Mktp Us*Cf4Gv8Us3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 23.98	Amzn Mktp Us*H67Op2V23 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 125.20	Amzn Mktp Us*Hi2En7872 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 59.00	Amzn Mktp Us*Hw3R663R1 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 187.65	Amzn Mktp Us*Hw7Fz23P0 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 26.66	Amzn Mktp Us*Hw9Lh1Cj1 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 1,661.88	Amzn Mktp Us*Ma8460Gn3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 854.70	Amzn Mktp Us*Rw0Oa83L3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 177.75	Amzn Mktp Us*Rw20L6223 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 15.29	Amzn Mktp Us*Sw7Tb3Wy3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 640.79	Amzn Mktp Us*Wj87T8273 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 52.98	Amzn Mktp Us*Wj98H7Fc3 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 280.67	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 108.79	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 64.05	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 26.28	Awg 3575 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 75.00	Awwa.Org - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 75.70	Big Sky Irrigation Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 31.37	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 32.11	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 52.96	Billings - Tacoma Screw P - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 142.44	Billings Kubota Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 80.51	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 40.64	City Of Billings - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Water	$ 82.94	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 40.64	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 134.18	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 80.51	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 134.18	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 103.68	City Of Billings - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 128.61	Costco Whse #0069 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 116.72	Cummins Inc - 38 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 449.90	Ebay O*15-09486-79392 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 172.20	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 41.09	Edge Construction Supp - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 401.40	Engineer Supply Llc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 617.85	Environmental Resource - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 452.85	Environmental Resource - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 37.96	Evergreen Ace Hardware - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 66.58	F And H Mine Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 532.66	F And H Mine Supply - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 330.16	Hach Company - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 307.95	Hach Company - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 63.57	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 141.94	Harbor Freight Tools 207 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 9.37	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 12.33	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 25.55	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 12.84	Heights Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 238.94	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 172.48	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ (172.48)	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 30.40	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 34.26	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 56.76	Hose And Rubber Supply Bi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 1,481.58	Indelco Plastics Corp - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 70.00	Isa - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 105.00	Isa - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 26.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 33.98	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Water	$ 36.87	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 7.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 19.98	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 8.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 34.99	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 3.77	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 13.17	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 12.29	Kings Ace Hdwe - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 21.08	Labelvalue.Com - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 262.41	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 165.31	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 348.71	Midland Scientific - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 77.94	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 169.56	Napa Store 3547001 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 188.50	Network Technologies - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 49.66	Norco Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 433.35	Norco Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 113.61	Northwest Scientific Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 1,009.92	Northwest Scientific Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 64.19	Office Depot #1080 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 121.99	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 14.39	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 195.43	Office Depot #2135 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 692.78	Open Automation Software - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 70.00	Pzg**Mt Dept Environ Q - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 90.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 90.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 150.00	Pzg**Mt Dli Ebiz - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 76.94	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 100.62	Samsclub #4805 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 13.13	Sherwin Williams 703203 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 99.99	Shipton'S Big R-West - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 386.05	Sq *Sealital, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 124.69	Sq *Sealital, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 643.20	Sq *Sealital, Inc. - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 40.00	Sq *Signature Signs Llc - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/03/2023	ACH	U.S. Bank PCards	Water	$ 300.00	Ss Machine Inc - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 162.09	Tfs*Fishersci Ecom Hus - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 64.29	The Home Depot #3101 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 112.74	Tigerdirectforbusi - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 142.61	Tractor-Supply-Co #0303 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 74.00	Uline *Ship Supplies - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 2,113.41	Www.Superbrightleds.Co - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 15.55	Zoom.Us 888-799-9666 - PCard
01/03/2023	ACH	U.S. Bank PCards	Water	$ 674.30	Zoro Tools Inc - PCard
01/03/2023	858275	Voegele Acquisitions	Street/Traffic	$ 3,391.70	winter fertilizer on right of ways
01/03/2023	858277	Western Water Consult	Tax Incrmnt S	$ 6,094.94	WO 20-30 Hallowell Lane Improvements
01/03/2023	858281	Ylwstn Valley An Shelter	Public Safety	$ 12,739.00	boarding costs
01/03/2023	858282	Ylwstn Valley Elec	Light Maint	$ 364.67	SILMD 299 Vintage Estates
01/03/2023	858282	Ylwstn Valley Elec	Light Maint	$ 665.82	SILMD 313 Vintage Estates Sub Phase II
01/03/2023	858282	Ylwstn Valley Elec	Public Safety	$ 592.34	4179013 FIRE 7 (PD3) ELECTRIC SERVICES, FY2023
01/03/2023	858282	Ylwstn Valley Elec	Radio	$ 210.35	4179002 LANDFILL Mhz RADIO TOWERS ELECTIC SERVICE FY 2023
01/03/2023	858282	Ylwstn Valley Elec	Street/Traffic	$ 51.45	54th St W & Grand Signal
01/03/2023	858282	Ylwstn Valley Elec	Street/Traffic	$ 79.22	54th St W & Rimrock
01/03/2023	858282	Ylwstn Valley Elec	Street/Traffic	$ 60.33	Alkali Cr Rd & Interbelt Loop lights
01/03/2023	858282	Ylwstn Valley Elec	Street/Traffic	$ 32.14	Ben Steele School - 56th St W
01/03/2023	858282	Ylwstn Valley Elec	Wastewater	$ 251.39	2229 Blue Creek Rd sewer Lift Station
01/03/2023	858282	Ylwstn Valley Elec	Wastewater	$ 1,308.99	3002 Cattle Dr Rehberg Aeration Ponds
01/03/2023	858282	Ylwstn Valley Elec	Wastewater	$ 30.00	3002 Cattle Dr, Pivot
01/03/2023	858282	Ylwstn Valley Elec	Wastewater	$ 157.03	4523 Iron Horse Trl,
01/03/2023	858282	Ylwstn Valley Elec	Wastewater	$ 203.32	54th St W/Dovetail Ave. Lift Station
01/03/2023	858282	Ylwstn Valley Elec	Wastewater	$ 19.00	winchester trl/Rod and Gun Club Scadia R
01/03/2023	858282	Ylwstn Valley Elec	Water	$ 1,295.89	4179006 Nov 2022-2085 Santiago BLVD

City Council Regular

Date:	02/13/2023
Title:	Payment of Claims for week of January 9, 2023
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,191,061.13 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

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

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

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

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

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

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

CouncilMemo wk of 01092023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/09/2023	858284	A & H Turf	Parks Maint	$ 3,287.42	south gate irrigation - 147038
01/09/2023	858284	A & H Turf	Wastewater	$ 4.44	Door Holder Kickdown / Belknap
01/09/2023	858284	A & H Turf	Water	$ 13.33	Door Holder Kickdown / Belknap
01/09/2023	858285	Ace Electric	Water	$ 3,149.55	Radio Pole at Briarwood
01/09/2023	858288	Advncd Arbor Care	Water	$ 9,405.00	remove 2 large cottonwood Trees & Stumps for WTP
01/09/2023	858288	Advncd Arbor Care	Water	$ 2,200.00	Tree Removed Charlene St Lot
01/09/2023	858290	Advncd Eng & Enviro	Water	$ 3,039.53	WO 22-20 WTP High Service Pump Station HVAC Upgrades
01/09/2023	858290	Advncd Eng & Enviro	Water	$ 17,974.25	WO 22-45 Willett & Christensen Pump Station Improvements
01/09/2023	858291	Allstream Business	Phone System	$ 2,384.85	Main Bill New Account # 330046 -IT
01/09/2023	858291	Allstream Business	Phone System	$ 79.95	Main Bill New Account # 330046 -IT
01/09/2023	858291	Allstream Business	Phone System	$ 79.95	Main Bill New Account # 330046 -IT
01/09/2023	858291	Allstream Business	Phone System	$ 2,481.94	Main Bill New Account # 330046 -IT
01/09/2023	858293	Ambiente H2O	Water	$ 5,679.85	Repair kit for FIB Blower
01/09/2023	858299	AssetWorks	Fleet	$ 16,297.50	AssetWorks Fleet management software
01/09/2023	858299	AssetWorks	Fleet	$ 1,915.11	AssetWorks Fleet management software
01/09/2023	858299	AssetWorks	Fleet	$ 812.72	AssetWorks Fleet management software
01/09/2023	858299	AssetWorks	Fleet	$ 8,507.50	AssetWorks Fleet management software
01/09/2023	858299	AssetWorks	Fleet	$ 9,598.23	Invoice 605-6215 yearly software maintenance
01/09/2023	858302	Bcs Scrip	City Ins Fund	$ 3,300.00	4th Qtr FINAL HI Incentive for 2022
01/09/2023	858306	Bighorn Boot	Fleet	$ 1,038.00	Fleet Services Safety shoes(Boots) fall 2022
01/09/2023	858306	Bighorn Boot	Fleet	$ 663.00	Fleet Services winter garments Fall 2022
01/09/2023	858306	Bighorn Boot	Fleet	$ 139.00	Invoice 220916, Boots for Noah Backen
01/09/2023	858306	Bighorn Boot	Fleet	$ 65.00	Invoice 220917, Winter coat for Noan Backen
01/09/2023	858306	Bighorn Boot	Fleet	$ 135.00	Invoice 220919, Boots for Doug Gibson
01/09/2023	858306	Bighorn Boot	Fleet	$ 65.00	Invoice 220920, Coat for Doug Gibson
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. Christopher Blessing. Collections.
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. David Kagarise. Collections.
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. Frank Dey. Landfill.
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. Gregory Williams. Landfill.
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. Kathy Lang. Landfill.
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. Nathan Sayler. Collections.
01/09/2023	858306	Bighorn Boot	Solid Waste	$ 150.00	Safety Boots. Stephen Matson. Collections.
01/09/2023	858306	Bighorn Boot	Street/Traffic	$ 150.00	boots for Derheim
01/09/2023	858306	Bighorn Boot	Street/Traffic	$ 150.00	boots for redman

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/09/2023	858306	Bighorn Boot	Street/Traffic	$ 135.00	clifton long boots
01/09/2023	858306	Bighorn Boot	Street/Traffic	$ 139.00	boots for Olmstead
01/09/2023	858307	Blgs Bench Water	Park Dist 1	$ 2,000.00	assessments for cemetery
01/09/2023	858307	Blgs Bench Water	Park Dist 1	$ 245.00	irrigation shares
01/09/2023	858307	Blgs Bench Water	Park Dist 1	$ 3,080.00	parks assessments
01/09/2023	858315	Business Tax Section	Airport	$ 250.43	Retainage Release
01/09/2023	858315	Business Tax Section	Airport	$ 2,453.71	West Taxilane Extension - Eligible for Reimbursement
01/09/2023	858315	Business Tax Section	Airport	$ 272.63	West Taxilane Extension - Ineligible Costs
01/09/2023	858315	Business Tax Section	Gas Tax	$ 132.90	Retainage Release
01/09/2023	858315	Business Tax Section	Public Safety	$ 49.90	FIRE 8: Replace front entry door- 760 Lake Elmo Dr
01/09/2023	858315	Business Tax Section	Storm Sewer	$ 392.50	storm drain repair in alley on 2nd ave north
01/09/2023	858315	Business Tax Section	Water	$ 95.00	remove 2 large cottonwood trees & stumps for WTP
01/09/2023	858318	Castlerock Excavate	Storm Sewer	$ 38,857.50	storm drain repair in alley on 2nd ave north
01/09/2023	858322	Charter	Phone System	$ 1,385.98	Fiber at 210 N 27th
01/09/2023	858322	Charter	Phone System	$ 701.37	Fiber to 1705 Monad Road Account
01/09/2023	858322	Charter	Phone System	$ 1,172.85	Fiber to 4848 Midland Road
01/09/2023	858327	Community Solutions	Court Grants	$ 2,950.00	22 Dec. CSI
01/09/2023	858327	Community Solutions	Court Grants	$ 2,950.00	22 Dec. CSI DUi
01/09/2023	858335	Dakota Supply Group	Water	$ 209.93	1" COMPRESSION COUPLING SLIP
01/09/2023	858335	Dakota Supply Group	Water	$ 218.46	1" COUPLING CTS X FLARE
01/09/2023	858335	Dakota Supply Group	Water	$ 7,896.25	24" Butterfly valve for water mains
01/09/2023	858335	Dakota Supply Group	Water	$ 159.03	3/4" COMPRESSION COUPLING SLIP
01/09/2023	858335	Dakota Supply Group	Water	$ 395.64	6 INCH PLASTIC SEWER PIPE
01/09/2023	858335	Dakota Supply Group	Water	$ 47.65	BLACK NIPPLE 1-1/4" X 12"
01/09/2023	858335	Dakota Supply Group	Water	$ 176.40	GASKET STANDPIPE UPPER
01/09/2023	858335	Dakota Supply Group	Water	$ (1,327.46)	RETURN PARTS
01/09/2023	858336	Dale & Jax Door	Public Safety	$ 4,940.10	FIRE 8: REPLACE ENTRY DOOR [Lake Elmo Drive location]
01/09/2023	858338	Dell Computer	Engineering	$ 3,703.64	Qty. 2 Mobile Precision 3571, 15", i7, 16GB, 512GB and docks -Engineering
01/09/2023	858338	Dell Computer	Engineering	$ 3,529.54	Qty. 2 Precision Towers only -i7, 16GB, 512GB
01/09/2023	858347	Energy Lab	Wastewater	$ 3,760.00	B22082454.Yellowstone Water Quality Samp
01/09/2023	858347	Energy Lab	Wastewater	$ 1,755.00	B22082609 water samples. Yellowstone Riv
01/09/2023	858347	Energy Lab	Wastewater	$ 453.00	Exxon Analysis
01/09/2023	858355	Graphic Imprint	General	$ 2,607.65	staff shirts for seasonal staff
01/09/2023	858356	Great West Eng	Solid Waste	$ 131.00	WO 19-19 Landfill Cells 3&4 Partial Closure

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/09/2023	858356	Great West Eng	Solid Waste	$ 2,144.40	WO 20-41 Landfill GCCS Study/Report
01/09/2023	858356	Great West Eng	Solid Waste	$ 14,543.80	WO 20-46 Lanfill Compost Facility
01/09/2023	ACH	HDR	Wastewater	$ 9,858.08	Yellowstone River Water Quality Study
01/09/2023	ACH	HDR	Wastewater	$ 9,116.93	Yellowstone River Water Quality Study
01/09/2023	ACH	HDR	Water	$ 21,234.47	WO 23-14 HDR Bureau of Reclamation Mall Storage
01/09/2023	858363	High Point Network	IT Resources	$ 12,980.00	Aruba wireless network controller, mobility conductor, APs, licenses & support
01/09/2023	858363	High Point Network	Phone System	$ 285.00	Identify and try to resolve BOC connectivity issues.
01/09/2023	858365	Hose & Rubber Supply	Solid Waste	$ 211.05	1729992
01/09/2023	858365	Hose & Rubber Supply	Solid Waste	$ 113.63	1730859
01/09/2023	858365	Hose & Rubber Supply	Solid Waste	$ 60.42	1730948
01/09/2023	858365	Hose & Rubber Supply	Solid Waste	$ 287.74	1731222
01/09/2023	858365	Hose & Rubber Supply	Solid Waste	$ 10.90	1731410
01/09/2023	858365	Hose & Rubber Supply	Wastewater	$ 224.48	1731937
01/09/2023	858365	Hose & Rubber Supply	Wastewater	$ 82.96	NONSTOCKING ITEMS-P.U.D.
01/09/2023	858365	Hose & Rubber Supply	Wastewater	$ 204.15	NONSTOCKING ITEMS-P.U.D.
01/09/2023	858365	Hose & Rubber Supply	Water	$ 88.97	NONSTOCKING ITEMS-P.U.D.
01/09/2023	858365	Hose & Rubber Supply	Water	$ 3,906.24	NONSTOCKING ITEMS-P.U.D.
01/09/2023	858370	Insight Public Sector	General	$ 63.28	2-MS Pro 7, i5, 8GB RAM, 256GB SSD, Docks, adapters, keyboard & service plan
01/09/2023	858370	Insight Public Sector	PD Program	$ 8,891.78	12-CF- 33 Card docks & car power adapters
01/09/2023	858370	Insight Public Sector	PD Program	$ 2,179.37	4-CF-33 toughbooks
01/09/2023	858372	J & J Concrete	Gas Tax	$ 13,157.12	Retainage Release
01/09/2023	858378	K2 Civil	Street/Traffic	$ 127,790.00	residential snow plowing
01/09/2023	858386	Knife River	Airport	$ 24,793.26	Retainage Release
01/09/2023	858386	Knife River	Airport	$ 242,917.25	West Taxilane Extension - Eligible for Reimbursement
01/09/2023	858386	Knife River	Airport	$ 26,990.80	West Taxilane Extension - Ineligible Costs
01/09/2023	858386	Knife River	Street/Traffic	$ 9,796.62	sand/salt material
01/09/2023	858386	Knife River	Street/Traffic	$ 538.89	1 1/2" crushed base
01/09/2023	858386	Knife River	Street/Traffic	$ 1,972.25	sand/salt material
01/09/2023	858405	Morrison Maierle	Airport	$ 9,936.02	Airport Terminal Boiler Replacement Project
01/09/2023	858405	Morrison Maierle	Airport	$ 1,283.49	Amendment #2 Carpet Installation & Replacement Project
01/09/2023	858405	Morrison Maierle	Airport	$ 11,850.80	Amendment #3 Baggage Claim Restroom Remodel Project
01/09/2023	858405	Morrison Maierle	Airport	$ 833.14	Amendment #5 Terminal Expansion Project-Terminal Security-CA-Federal Share
01/09/2023	858405	Morrison Maierle	Airport	$ 70.48	Amendment #5 Terminal Expansion Project-Terminal Security-CA-Local Share
01/09/2023	858405	Morrison Maierle	Airport	$ 4,229.52	Amendment 20/AIP 64 Runway 7-25 Phase 1 Design - Federal Share

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/09/2023	858405	Morrison Maierle	Airport	$ 10,176.30	Amendment 30 Pavement Condition Index Study - Phase 1 - Federal Amount
01/09/2023	858405	Morrison Maierle	Airport	$ 1,130.70	Amendment 30 Pavement Condition Index Study - Phase 1 - Local Amount
01/09/2023	858405	Morrison Maierle	Airport	$ 10,348.23	Amendment 32 Westend Taxilane Extension Project - Federal Share
01/09/2023	858405	Morrison Maierle	Airport	$ 1,149.80	Amendment 32 Westend Taxilane Extension Project - Local Share
01/09/2023	858405	Morrison Maierle	Airport	$ 343.92	FY 2023 On Call Services
01/09/2023	858405	Morrison Maierle	Airport	$ 6,075.69	Water Tower Painting Design and Construction
01/09/2023	858405	Morrison Maierle	Wastewater	$ 25,433.01	WO 22-10 Alkali Creek Water & Sewer Extension
01/09/2023	858405	Morrison Maierle	Wastewater	$ 28,264.51	WO 22-10 Alkali Creek Water & Sewer Extension
01/09/2023	858405	Morrison Maierle	Water	$ 6,765.48	WO 22-10 Alkali Creek Water & Sewer Extension
01/09/2023	858405	Morrison Maierle	Water	$ 14,560.51	WO 22-10 Alkali Creek Water & Sewer Extension
01/09/2023	858412	NorthWestern Energy	Airport	$ 41,858.69	0100482-9. Vault Main Account. December 2022
01/09/2023	858412	NorthWestern Energy	Engineering	$ 55.23	NWE bill for parking lot at Depot
01/09/2023	858412	NorthWestern Energy	Facilities	$ 7,667.24	0100507-3
01/09/2023	858412	NorthWestern Energy	Facilities	$ 70.46	3602453-7
01/09/2023	858412	NorthWestern Energy	Facilities	$ 2,124.77	3602454-5
01/09/2023	858412	NorthWestern Energy	Facilities	$ 9,699.17	3927205-9
01/09/2023	858412	NorthWestern Energy	General	$ 107.96	0712539-6
01/09/2023	858412	NorthWestern Energy	General	$ 209.73	0712683-2
01/09/2023	858412	NorthWestern Energy	General	$ 11.56	1635289-0
01/09/2023	858412	NorthWestern Energy	Library	$ 5,616.98	3039007-4
01/09/2023	858412	NorthWestern Energy	Park Dist 1	$ 40.51	0722260-7
01/09/2023	858412	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
01/09/2023	858412	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
01/09/2023	858412	NorthWestern Energy	Park Dist 1	$ 14.94	0920801-8
01/09/2023	858412	NorthWestern Energy	Park Dist 1	$ 6.00	1230066-1
01/09/2023	858412	NorthWestern Energy	Park Dist 1	$ 14.51	3020837-5
01/09/2023	858412	NorthWestern Energy	Parking	$ 905.99	0720829-1
01/09/2023	858412	NorthWestern Energy	Parking	$ 3,179.64	0720834-1
01/09/2023	858412	NorthWestern Energy	Parking	$ 1,962.09	1569636-2
01/09/2023	858412	NorthWestern Energy	Parking	$ 1,242.86	1594282-4
01/09/2023	858412	NorthWestern Energy	Parking	$ 2,552.63	3067416-2
01/09/2023	858412	NorthWestern Energy	Parking	$ 631.44	3279035-4
01/09/2023	858412	NorthWestern Energy	Parking	$ 148.63	3463478-2
01/09/2023	858412	NorthWestern Energy	Parks Maint	$ 139.08	1059093-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/09/2023	858412	NorthWestern Energy	Public Safety	$ 505.65	0100477-9
01/09/2023	858412	NorthWestern Energy	Public Safety	$ 643.11	0712537-0
01/09/2023	858412	NorthWestern Energy	Public Safety	$ 366.91	0720840-8
01/09/2023	858412	NorthWestern Energy	Public Safety	$ 318.56	1984150-1
01/09/2023	858412	NorthWestern Energy	Public Safety	$ 411.50	1984155-0
01/09/2023	858412	NorthWestern Energy	Public Safety	$ 56.26	4045328-4
01/09/2023	858412	NorthWestern Energy	Radio	$ 178.89	1006915-1
01/09/2023	858412	NorthWestern Energy	Street/Traffic	$ 7.03	2047000-1
01/09/2023	858412	NorthWestern Energy	Street/Traffic	$ 7.60	2047011-8
01/09/2023	858412	NorthWestern Energy	Transit	$ 6.00	0712764-0
01/09/2023	858412	NorthWestern Energy	Transit	$ 446.72	1784756-7
01/09/2023	858412	NorthWestern Energy	Wastewater	$ 1,572.70	2132749-9
01/09/2023	858412	NorthWestern Energy	Water	$ 756.10	0100478-7
01/09/2023	858412	NorthWestern Energy	Water	$ 1,843.09	0722252-4
01/09/2023	858412	NorthWestern Energy	Water	$ 136.19	0723043-6
01/09/2023	858414	Oshkosh Truck Corp	Airport	$ 2,607.93	B-3 Joystick Controller
01/09/2023	858414	Oshkosh Truck Corp	Airport	$ 1,870.61	A-17 Blower Head Caster Wheel/Fork Assembly
01/09/2023	858418	Perform Eng & Consult	Wastewater	$ 38,108.48	WO 23-07 Monad Rd Sewer Extension
01/09/2023	858420	Pioneer Tech Service	Solid Waste	$ 14,356.77	WO 22-47 Landfill Slope Stability Improvements
01/09/2023	858422	Public Utilities	Airport	$ 6,726.11	136516
01/09/2023	858422	Public Utilities	Facilities	$ 538.54	158260
01/09/2023	858422	Public Utilities	Park Dist 1	$ 104.97	255552
01/09/2023	858422	Public Utilities	Solid Waste	$ 15.54	273982
01/09/2023	858422	Public Utilities	Solid Waste	$ 12.85	273983
01/09/2023	858422	Public Utilities	Wastewater	$ -	180645
01/09/2023	858427	Remix Tech	Transit	$ 11,000.00	Planning Software for Fixed Route 1/1/23 - 4/30/23
01/09/2023	858429	Riverstone Health	General	$ 11,250.00	DEQ Air Quality Monitoring Contract Q2 FY23: October - December 2022
01/09/2023	858439	S Blgs Urban Renewal	Tax Incrmnt S	$ 29,289.50	Annual SBURA Operating Agreement $122,140FY23 QTR2
01/09/2023	858436	Sk Geotech Corp	General	$ 1,675.00	WO 21-40 Slope Stabilization Above Park Place; Payment 17
01/09/2023	858436	Sk Geotech Corp	General	$ 406.87	WO 21-40 Slope Stabilization Above Park Place; Payment 18
01/09/2023	858436	Sk Geotech Corp	General	$ 517.50	WO 21-40 Slope Stabilization Above Park Place; Payment 19
01/09/2023	858431	St V Occupation Health	Public Safety	$ 377.75	BOGUNOVICH, LEVI FIRE PHYSICAL: 61673 12/12/2022
01/09/2023	858431	St V Occupation Health	Public Safety	$ 404.75	HELLAND, CHRISTIAN FIRE PHYSICAL: 61673 12/08/2022
01/09/2023	858431	St V Occupation Health	Public Safety	$ 252.00	MCCAMLEY, CAMERON FIRE PHYSICAL: 61673 12/162022

Check Date	Check#	Name	Fund Name	Amount	Item Desc
01/09/2023	858431	St V Occupation Health	Public Safety	$ 613.96	MCLAIN, ANDREW FIRE PHYSICAL: 61673 12/14/2022
01/09/2023	858431	St V Occupation Health	Public Safety	$ 232.00	THOMPSON, JOSHUA FIRE PHYSICAL: 61673 12/02/2022
01/09/2023	858431	St V Occupation Health	Public Safety	$ 633.96	WEIS, LEE FIRE PHYSICAL: 61673 12/09/2022
01/09/2023	858445	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract. Payment 5
01/09/2023	858445	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Payment 5
01/09/2023	858447	TMG Service	Water	$ 2,907.05	Spare pump parts.Staples
01/09/2023	ACH	Town & Co Supply	Fleet	$ 7,909.77	432485
01/09/2023	ACH	Town & Co Supply	Fleet	$ 6,998.89	432485
01/09/2023	ACH	Town & Co Supply	Fleet	$ 5,000.35	432485
01/09/2023	ACH	Town & Co Supply	Fleet	$ 3,412.58	432485
01/09/2023	ACH	Town & Co Supply	Public Safety	$ 4,500.22	FIRE 1,3,5,6 UNLEADED & DIESEL DELIVERED JAN 4 2023
01/09/2023	ACH	Town & Co Supply	Transit	$ 4,590.69	1887 Gallons Unleaded
01/09/2023	858450	Underriner Motors	Transit	$ 27,657.00	2023 Hyundai Kona SLE - Replacement Service Vehicle
01/09/2023	858452	Vaisala	Airport	$ 4,858.00	2023 Runway Pavement Temperature System Monitoring
01/09/2023	858457	Yellowstone Valley Elec	Solid Waste	$ 3,091.86	Electricity Service. Landfill. 11/01/2022 - 12/01/2022.

City Council Regular

Date:	02/13/2023
Title:	Public Hearing and Resolution Approving a Street Name Change for South 46th Street West, located in Western Sky Subdivision 2nd Amended
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends City Council approve the resolution to change the name of South 46th Street West to Western Sky Drive.

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

City staff received a request from the developer of Western Sky Subdivision, 2nd Amended, to change the name of South 46th Street West to Western Sky Drive. South 46th Street West is located within Western Sky Subdivision, 2nd Amended, generally located at the southeast corner of King Avenue West and South 48th Street West.

City staff has reviewed the request to rename the street. A street may be renamed by the City Council by resolution upon conducting a public hearing per BMCC 22-700 Renaming of Streets. There are no properties currently addressed to South 46th Street West, but some that may be addressed to this section of street as they develop.

ALTERNATIVES

City Council may:

- Approve the Resolution and street name change to Western Sky Drive; or,
- Not Approve the name change. If the street name change is not approved, the current street name will remain in use.

FISCAL EFFECTS

If the street name is changed, the City will incur nominal costs for map updates. New street name signs will be installed and paid for by the developer.

Attachments

Resolution
Exhibit

RESOLUTION NO. 23-_____

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE ARTICLE 22-700, RENAMING A SECTION OF SOUTH 46TH STREET WEST TO WESTERN SKY DRIVE.

WHEREAS, the City Council has authority to change the name of any street or avenue pursuant to Section 22-701, Billings, Montana City Code (BMCC); and

WHEREAS, the City Clerk published a notice of the public hearing in accordance with Section 22-702, BMCC; and

WHEREAS, the City Clerk mailed a notice of the public hearing to each property owner, or his agent, abutting South 46th Street West, south of King Avenue West in accordance with Section 22-702, BMCC; and

WHEREAS, on Monday, February 13, 2023, the City Council held a public hearing on the renaming of South 46th Street West to Western Sky Drive; and

WHEREAS, the City Council finds that the renaming of this section of South 46th Street West appears to be in the best interests of the City and its inhabitants and acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:
That once a copy of this resolution is filed with the Yellowstone County Clerk and Recorder, the section of South 46th Street West, south of King Avenue West is deemed changed to WESTERN SKY DRIVE.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of February, 2023.

_____
Mayor

Attest:

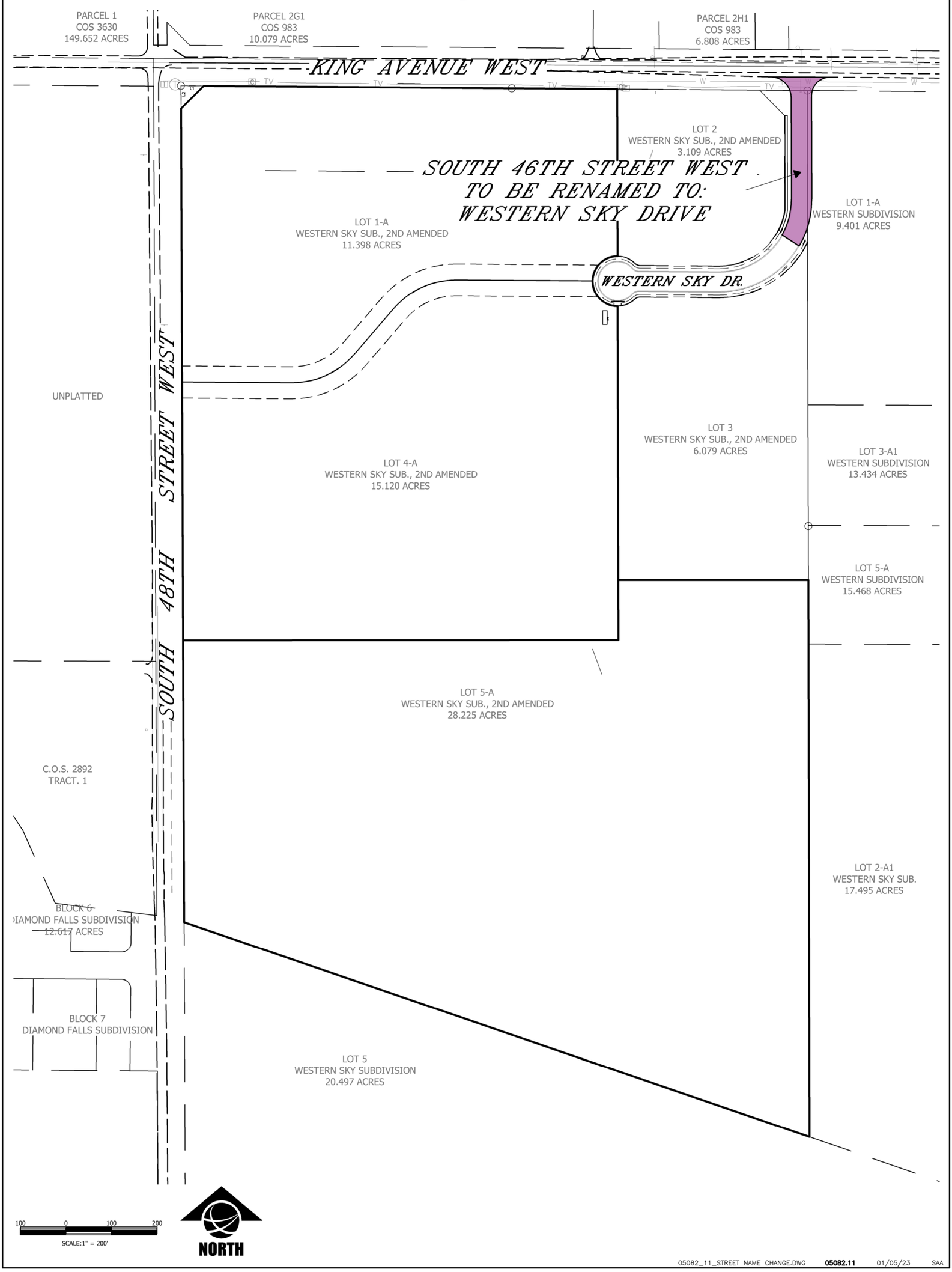
_____
City Clerk

EXHIBIT
SOUTH 46TH STREET WEST TO BE RENAMED TO WESTERN SKY DRIVE

LOT 5A, WESTERN SKY SUB., 2ND AMENDED
SITUATED IN THE NW1/4 OF SECTION 15, T.1S., R.25E., P.M.M.
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CHRIS HERTZ, CITY OF BILLINGS — JANUARY 2023

PREPARED BY : SANDERSON STEWART — BILLINGS, MONTANA



05082_11_STREET_NAME_CHANGE.DWG **05082.11** 01/05/23 SAA

City Council Regular

Date:	02/13/2023
Title:	Joint Public Hearing and Resolution- Annexation 21-15
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the annexation and the associated Zone Change 1021 a Mixed Residential Planned Neighborhood Development (PND) zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

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

Dorn Property and Homes, LLC and Dorn/Lowe, LLC have petitioned for annexation using the provisions of Section 7-2-4600, MCA. The property is located south of Central Avenue and West of Shiloh Road. The property is described as Parcel 1 and 2 of Certificate of Survey 2828. The land is legally described as Tracts of Land situated in the NE 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows: Tracts 1 and 2 of Certificate of Survey No. 2828, recorded December 20th, 1994, under Document No. 1767966. Including the Drain Ditch Right-Of-Way being 55 feet in width and lying adjacent and between the south line of said Tracts 1 and 2 and the east-west mid-section line of said Section 10. Said annexation containing 27.810 gross and net acres, more or less. The property is zoned Agricultural Open Space, a zone not recognized by the City of Billings. Therefore, an associated zone change application is being submitted for the use of a Planned Neighborhood Development. The property owner intends to construct 2, 6 and 8-plexes, and apartment style buildings.

The applicant submitted the annexation petition in 2021 and the City Council was scheduled to take action in January 2022. The annexation petition was put on hold once the applicant withdrew the associated zone change. Now that activity has resumed on the project the petition may continue forward.

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

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map: The property is confirmed to be in the red area, see attached map.

2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city: The Annexation Agreement (conditional approval) is the binding contractual agreement that identifies requirements of the City and the Developer to ensure services are provided in a mutually agreed to time. The Annexation Agreement will be considered at this same City Council meeting. The developer is required to meet this condition within 45 days per the attached resolution.

3. Existing or proposed public improvements within the area to be annexed will meet City standards: The existing property is vacant therefore and planned infrastructure will be new and is required to meet the City's regulations. The Annexation Agreement which is a condition of approval will outline public improvements required of the developer as part of developing the property. The only way this property could be developed in the city not according to adopted policies and regulations would require action from City Council or the Board of Adjustment to grant variances allowing deviations from adopted codes. In this case, there is a request for a variance as part of zone change 1021. The variance is specifically related to connectivity at Obie Lane and Bell Avenue. Staff has not recommended approval of this variance, but the Zoning Commission is forwarding a recommendation of approval. Additionally, It is required and standard practice that prior to the issuance of any building permit, the building and site plans will undergo planning review to confirm it is designed in accordance with zoning regulations.

4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts: A standalone waiver is required as a condition of approval for this annexation. This waiver is attached to the Annexation Agreement. The waiver is good in perpetuity and is not subject to the 20-year limitation as

identified in the Montana Subdivision and Platting Act.

5. All residential property owners within the area to be annexed must create or join an existing park maintenance district: This criteria is not applicable, as confirmed by the Parks Department as there is not a park maintenance district governing the area, nor is there a parkland dedication requirement at this time. The property is being subdivided, however, per the Montana Subdivision and Platting Act divisions of land that are First Minor Subdivisions are not subject to park dedication requirements.

6. Residential densities planned for development within the area to be annexed must meet an overall average density of at least 4-7 dwelling units per acre: The proposed Mixed Residential PND ensures this minimum density range is achieved. The criteria is intended to be a minimum standard as opposed to a minimum and maximum. A concept plan of the development has been provided with the Zone Change 1021 materials. There are a mix of 2,6 and 8 plex buildings and apartment style buildings. The concept coupled with assumptions based on the requirements of the NX districts identified in BMCC, 27-300.6 and 37-300.7 indicate the minimum range will be met or exceeded.

7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy: Chapter 2 of the 2016 City of Billings Growth Policy outlines 7 growth guidelines. Essential Investments, Place Making, Community Fabric, Strong Neighborhoods, Home Base, Mobility and Access and Prosperity. Particularly this parcel with the proposed zoning is most in line with the following:

Strong Neighborhoods:

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

Home Base:

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

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to this site. Developer Tracts will be served by extending the existing 24-inch sanitary sewer main within a 15-foot-wide public easement or public right-of-way along the entire south boundary of Tracts 1 and 2 of Certificate of Survey 2828 and along the entire south boundary of Tract 1 of Certificate of 3358. The Developer Tracts will be served by existing water mains located in Bell Avenue and Rocky Vista Way and stubbed to the Obie Lane terminus.
- Storm water: The developer will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018). The Developer shall dedicate to the public the area along Developer Tracts fronting Rocky Vista Way for the existing Monad Drain/Shiloh Drain.
- Transportation: The subject property can be accessed by way of Bell Avenue, Monad Road and Obie Lane.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as this and other annexations are built out, additional fire department resources will be needed. This property will be served by Fire Station 7 located near Grand Avenue and 54th Street West. The subject property is approximately 5 minutes away from Fire Station 7 or 2.78 miles.
- Parks: 2% parkland is required as part of the Planned Neighborhood Development. Additional parkland could be dedicated if the developer chooses to go through subdivision, but this is not a requirement of development. The property could be developed as a master site plan, and no additional parkland would be required. If parkland is public, a maintenance RSID will be required. Private parkland may be maintained in other ways.

- School facilities: School District 2 does not generally provide recommendations on land-use applications, but rather provides broad statements regarding capacity issues. In this case, the development would be served by the following schools, Big Sky Elementary: current enrollment number is 368 and max capacity is 394; Ben Steele Middle: current enrollment number is 795 and max capacity is 750; and West High School: current enrollment number is 2,089 and max capacity is 1,731. The school district provided no additional comments.

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

- Transit: Property is not directly served by a transit route; closest routes are: 7-Broadwater within .25 miles to the east, traveling north and south on Shiloh Rd, most likely access via Monad Rd and Shiloh and 13-Westend approximately .5 miles to the east traveling southbound through the intersection of Monad Rd and 38th St W. This route is also within .5 miles to the south, traveling East on King Ave W with most likely access to route occurring at King Ave W and Saint Mary's Way. The Transit Development plan does continue to keep service within similar proximity with service to the south being maintained on King Ave W and service to the east moving to 38th St W instead of Shiloh Rd. Frequency on this service is anticipated to be every 30 minutes, so frequency is increasing significantly from the existing hourly+ timeframe. Due to the growth in the area and the high proliferation of higher density housing, MET would anticipate service in the area to continue in the foreseeable future.
- Police: There is sufficient ingress/egress to this property if access/connectivity is provided per City requirements, and is close to properties already in the city. There would be no need to modify beat structure. Despite passage of a recent safety levy, continued development and annexation will affect our ability to deliver service.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.

Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because staff finds the annexation policy criteria have been met.

STAKEHOLDERS

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

ALTERNATIVES

The City Council may approve or deny the petition for annexation. Denial of the petition will mean the City Council cannot consider any other associated items with this annexation.

- On December 6, 2021, the annexation petition was submitted to the Planning Division by the owner's agent.
- On January 24, 2022, the City Council was scheduled to take action on the resolution but the applicant asked to withdraw the associated zone change. As such, the application was placed on hold.
- The Council is scheduled to hold a hearing and take action on February 13, 2023.

FISCAL EFFECTS

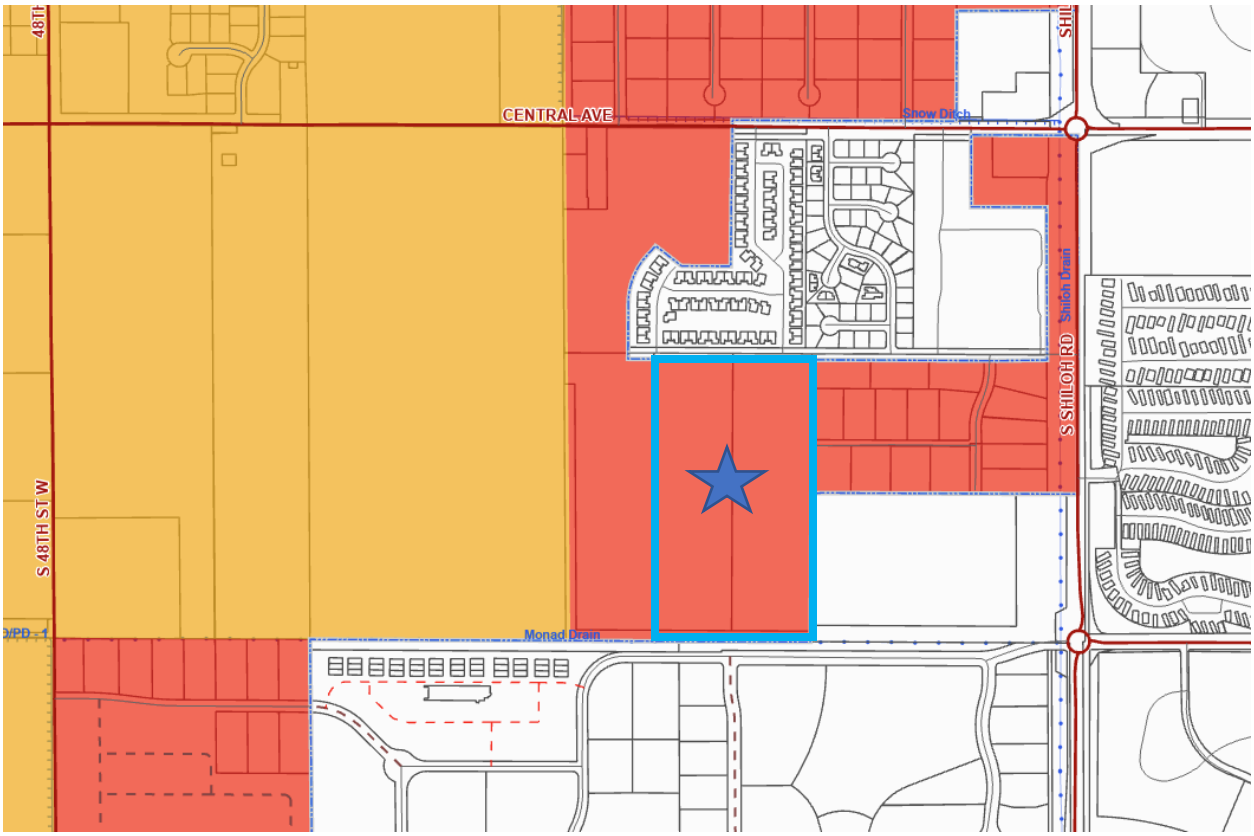
This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map

Resolution

Limits of Annexation Map



RESOLUTION NO. 23 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

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

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

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

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of Land situated in the NE 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tracts 1 and 2 of Certificate of Survey No. 2828, recorded December 20th, 1994, under Document No. 1767966.

Including the Drain Ditch Right-Of-Way being 55 feet in width and lying adjacent and between the south line of said Tracts 1 and 2 and the east-west mid-section line of said Section 10.

Said annexation containing 27.810 gross and net acres, more or less.
(# 21-15) See Exhibit “A” Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

4. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

5. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of February, 2023.

CITY OF BILLINGS:

BY: _____

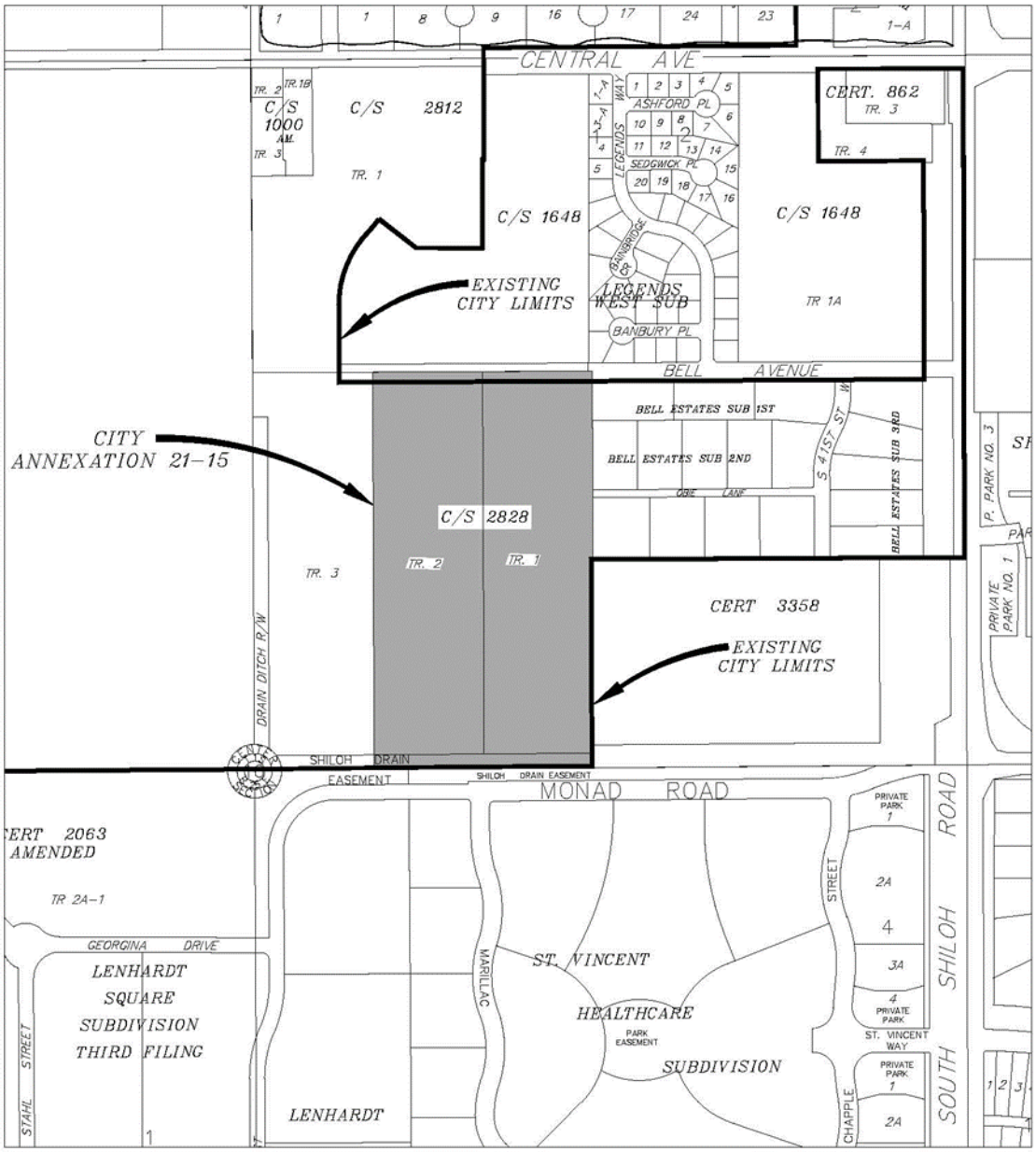
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk
(# 21-15)

EXHIBIT "A"


CENTRAL AVE
C/S 2812
C/S 1000 AM.
TR. 1
TR. 2
TR. 3
TR. 1B
C/S 1648
EXISTING CITY LIMITS
ASHFORD PL
SEDGWICK PL
BANBURY PL
LEGENDS WAY
LEGENDS WEST SUB
CERT. 862
TR. 4
TR 1A
BELL AVENUE
BELL ESTATES SUB 1ST
BELL ESTATES SUB 2ND
BELL ESTATES SUB 3RD
S 41ST ST W
ODE LANE
CITY ANNEXATION 21-15
C/S 2828
TR. 2
TR. 1
TR. 3
DRAIN DITCH R/W
CERT 3358
EXISTING CITY LIMITS
P. PARK NO. 3
PRIVATE PARK NO. 1
SHILOH DRAIN
SHILOH DRAIN EASEMENT
EASEMENT
MONAD ROAD
SOUTH SHILOH ROAD
CERT 2063 AMENDED
TR 2A-1
GEORGINA DRIVE
LENHARDT SQUARE SUBDIVISION THIRD FILING
STAHL STREET
LENHARDT
MARILLAC
ST. VINCENT HEALTHCARE SUBDIVISION
PARK EASEMENT
STREET
PRIVATE PARK 1
2A
4
3A
4 PRIVATE PARK
ST. VINCENT WAY
CHAPPLE
1 2 3

City Council Regular

Date:	02/13/2023
Title:	City Zone Change 1021 - Vista West - Agriculture to N1, NX2, NX3 and Public 1 (PND)
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1021. The Zoning Commission is recommending approval of the requested variance from Section 27-804 BMCC requiring connectivity to existing streets - specifically Obie Lane and Bell Avenue.

Note: The attached ordinance reflects two site plan exhibits. Depending on the City Council's action on the variance, only one site plan reflecting the action will ultimately be attached.

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

This is a zone change request using the Planned Neighborhood Development zone change process for a proposed annexation of a 27.7 acre parcel located south of Bell Avenue and north of Rocky Vista Way and the Bannister Drain generally located west of Shiloh Road. The proposed Mixed Residential PND will include 14.1 acres of NX3, 2.49 acres of NX2, 2.2 acres of N1 and 1.53 acres of Public 1 (P1). The PND process is a new zoning tool to help guide the coordination of annexation, subdivisions, and master planning for new city neighborhoods. The previous zoning code allowed urban-type zoning districts in both the city and the county. In many cases, developers were "pre-zoning" parcels in the county prior to annexation. The new PND process is allowing developers to process all the zoning with the City Council, phase the annexation of the property (if necessary), and coordinate both of these processes with subdivision or master site plan review. The new tool applies a level of certainty to all stakeholders, including the surrounding property owners.

This zone change is for a Mixed Residential PND and includes two types of mixed residential zoning (NX3 and NX2), an N1 zoned area adjacent to the County residences on Obie Lane and along Bell Avenue to the north. The PND zoning plan includes 5.9% of the area as open space (P1).

The applicant had submitted a similar request in 2021 that was withdrawn in February 2022, before the City Council acted on the Zoning Commission recommendation of approval (Zone Change 1004). A valid protest had been filed and there was a large volume of public comment regarding the proposed access to the property from Bell Avenue and the traffic generation from the site.

This new application is requesting the City Council approve the proposed street layout that has no connections to Bell Avenue (City public street) or Obie Lane (County public road). This would be a variance from the PND regulations at Section 27-804.C that requires connectivity to existing streets from adjoining property. The City Council may consider the merits of the requested variance. City staff does not support the variance. City staff believes at least one vehicle connection should be made to Bell Avenue and a connection to Obie Lane, a County public road at this time, should be developed. The Zoning Commission did not concur with the staff recommendation to deny the requested connectivity variance. The Zoning Commission did concur with the staff recommendation of approval for the zoning plan. Zoning Commission is recommending approval of the requested variance. The Zoning Commission stated its support includes a recommendation the City Council consider whether issues of phasing or timing are options so possible connections may be preserved for the future. The current PND proposal includes two full access points from Rocky Vista Way (south) and includes connections points on the west property line to allow future development of county land to the west. The proposed concept plan for the Master Site Plan (MSP) shows the dwellings on the north will face Bell Avenue, but vehicle access to these dwellings will be from the private internal street system.

The Zoning Commission supports the requested variance. The Zoning Commission found the requirement to provide full vehicle access connections at the present time to Obie Lane, a county road, and Bell Avenue, an under-constructed city street, would not be beneficial for traffic management from the new development. The Zoning Commission did acknowledge that preservation of rights of way or easements to the adjacent right of ways would be advisable for future connections if necessary. The Zoning Commission recognizes that vehicle connectivity is a critical component of a safe and livable community. Several city and county neighborhoods have been constructed without the minimum number of public access roads and without good internal street systems. There are in some

cases "emergency access" roads that are gated and may alleviate some public safety risks but provide no connection to adjacent neighborhoods. The more connections from neighborhoods out to external collector or arterial streets, the less public safety risk there might be in the future. Subdivisions such as Ironwood, Rehberg Ranch, Briarwood, Cedar Park, Bitterroot Heights, Emma Jean Heights, Logan Acres and Morningside are all examples of neighborhoods that were allowed to build with only one full access road. Some were allowed with an "emergency access" road that may or may not be useful during a public safety emergency. Some of these developed areas are expected to complete secondary full accesses at some time in the future. For example, Emma Jean Heights has created full access to Columbine Drive - a county road to the south of the subdivision. Regular maintenance of emergency access roads is not consistent or reliable. The Zoning Commission also recognizes that connecting streets from one neighborhood to another is also an important component for walk-ability and resiliency of neighborhoods as they grow and change over time. Vehicle access between city-maintained streets and roads maintained in the county takes some coordination between the jurisdictions for both making the design connections and also managing maintenance, but this may be managed between the jurisdictions.

APPLICATION DATA
OWNER: Dorn Property and Homes, LLC and Dorn/Lowe LLC, Rick Dorn
AGENT: Sanderson Stewart, John Halverson and Rick Leuthold
LEGAL DESCRIPTION: Tracts 1 & 2 of C/S 2828 and the adjacent Bannister Drain right of way
CURRENT ZONING: Agriculture (A)
EXISTING LAND USE: Agriculture
PROPOSED USE: Mixed Residential development with 1-2 family dwellings as well as multifamily residences
SIZE OF PARCEL: 27.7 acres

CONCURRENT APPLICATIONS:
Petition for Annexation

SURROUNDING ZONING AND LAND USE:
NORTH: Zoning: N2 - Mid-Century Neighborhood
Land Use: Two-family dwellings
SOUTH: Zoning: Lenhardt Square Planned Development and St Vincent's Healthcare Planned Development
Land Use: Rocky Vista University (medical college under construction in St Vincent's Healthcare) multifamily apartments (Lenhardt Square)
EAST: Zoning: RR1 - Rural Residential 1 and P2 - Public 2
Land Use: Low density single family dwellings on lots of at least 1 acre and Emmanuel Baptist Church
WEST: Zoning: Agriculture (A)
Land Use: Agricultural

This area of Billings has experienced a great deal of growth and development in the past decade. This includes three Planned Development zones, customized zoning for specific parcels, that include mixed uses, residential development and medical facilities. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. At least two decades ago, local planning and growth policy documents indicated a need for independent living units for aging residents who want to "downsize" from a maintenance heavy single family dwelling on a large lot to unit ownership or townhomes as well as rental apartments. The 2010 Census indicated Billings, like many other urban areas, saw a reduction in average household size to 2.3 persons. The 2020 Census saw a slight increase to 2.8 persons per household, with 17.5% of the city population over the age of 65. Smaller households, aging residents and the higher costs of all housing has driven the demand for apartments, townhomes, and smaller multifamily products. Developers have made robust investments in multifamily dwelling choices in Lenhardt Square already including the InterUrban and Interpointe Apartments, and the KWO Apartments. A new multifamily project is underway for the northern piece of Lenhardt Square. Several other multifamily developments have come on-line in the last 15 years around King Avenue West and Shiloh Road including Long Beach Apartments, Affinity at Billings (age restricted), and Hoop Dreams Apartments and condominiums. Apartments, townhomes and unit ownership housing choices are still in high demand in Billings especially in areas close to shopping, schools and recreational opportunities. The Ridgeline Subdivision and PND zoning was approved last year and will include areas for mixed residential and two-family townhomes as well as a small commercial node at King Ave West and 48th St West.

There are challenges to an area of urban development that is on the edge of the city limits. These challenges include ensuring there are transitions between adjacent county property and uses and the new urban neighborhoods and uses. This is not meant to ensure similarity or homogenous development patterns between the city and county, but the development plans should include buffering, connectivity where and when needed, and recognition of similar goals for both types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed Mixed Residential PND zoning for different housing types. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing

choices and development densities. The proposed zone change supports these goals. The 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban designed public spaces. The proposed zone change supports these goals as well.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on October 25, 2022, at the King of Glory Church located at 4125 Grand Avenue. Twenty-seven persons attended the meeting including the applicants, Rick Leuthold and John Halverson from Sanderson Stewart, agent for the applicant. The required notification area for all new PND zone changes is 1/4-mile from the property boundary. In this case, over 180 individual property owners and interested parties were notified of the pending zoning application. The summary of the meeting is included in the attachments. In general, the questions from the surrounding owners included interest in the number of new dwelling units. The applicants estimated at the time of the pre-application meeting about 550 units might be built. Attendees asked about the traffic impacts and access to surrounding existing streets. The agents stated they would seek a variance from the requirement to connect to existing streets and a full traffic impact study would be based on whether the requested variances are approved or not approved. A preliminary traffic study was done on the prior zone change proposal that included two vehicle connections to Bell Avenue. In response to a question about management of the development, the agents stated this would be under one management company.

The applicant attended the West End Task Force meeting on November 15, 2022, at the Community Connections Church at 5556 Grand Avenue. Meeting notes from this meeting are also included. A third public meeting was held at Riverfront Park on November 22, 2022, at 10:30 am. Notes from this "public event" are also included.

Planning staff did not receive any written comments or phone calls from the surrounding owners prior to preparing the Zoning Commission report and recommendation. City staff and departments had no negative comments on the proposed annexation and zoning plan except for the requested variance from connecting existing streets to this development. City staff does not support the variance. City staff believes at least one vehicle connection should be made to Bell Avenue and a connection to Obie Lane, a County public road at this time, should be developed. The Zoning Commission did not concur with the staff recommendation to deny the requested connectivity variance. The Zoning Commission did concur with the staff recommendation of approval for the zoning plan.

The Zoning Commission conducted its public hearing on January 3, 2023, and received the staff report, testimony from the agent and from surrounding property owners including, Steve Zeier of Trinity Real Estate, Terry Kaufman of 110 Big Pine Court, Toby Erickson, of 4142 Banbury Place, who was speaking on behalf of the several owners in Legends West and Twin Pines, Missy Erickson of 4142 Banbury Place, Mike Hinthorn of 4160 Bell Avenue, Lisa Owen of 4160 Obie Lane, Nancy Pederson of 26 Twin Pines Lane, and Lincoln Powers of 4185 Obie Lane.

John Halverson of Sanderson Stewart spoke as agent for the property owner, Mr. Rick Dorn. He presented the history of the project for annexation and zone change. He stated the original request had significantly more NX3 zoning and adjacent development was not addressed in the zoning plan. He stated the current proposal respects the adjacent zoning of N2 to the north and the RR1 zoning to the east by providing compatible zoning of N1 to the north and east. In addition, there is a plan for a small tot-lot in the northeast corner, zoned Public 1, and a large central recreation area for all the residents also zoned Public 1. Mr. Halverson stated the request for the variance from the connectivity requirement is based on potential traffic management scenarios and on the requests from the adjacent owners on Obie Lane and Bell Avenue as well as the residents in the developments north of Bell Avenue. He stated there is a proposed pedestrian connection to Bell Avenue, but the east property line adjoining Obie Lane and Bell Estates subdivision (county) is planned to be fenced off with no connection. He stated the N1 zone on the north and east will allow for compatible dwellings to be developed with similar building heights. Mr. Halverson presented a slide show with a graphic showing the different building heights allowed and the geographic relationship to existing homes to the east and north. He stated the taller buildings in the proposed NX3 zone would be at least 290 feet west of Obie Lane homes and at least 350 feet from homes in Twin Pines. He stated this location is within 1/4 mile of Shiloh Road which is a major corridor in Billings where a variety of housing choices are available including mixed uses at Shiloh Commons with ground-floor retail and apartments above, apartments in Lenhardt Square and to the east of Shiloh Road as well as manufactured home parks to the east. Mr. Halverson stated not everyone who lives in Billings is a homeowner and the latest information shows that at least 35% of the Billings population rents. He stated none of those renters are represented at this meeting. He stated the developer intends to build a variety of housing choices on the property to help create naturally occurring attainable housing. None of the units are intended to be subsidized and will be market rate products.

Mr. Halverson stated the owner provided three opportunities for surrounding owners and the public to learn more about the proposed development prior to submitting the application to the city. The first meeting was by invitation to the surrounding owners in November. The agent also attended the Westend Task Force meeting in November and a

public activity in Riverfront Park to ask people about their experiences in Billings, and their opinion on the proposed development plan. Mr. Halverson stated the project was generally well received, but the surrounding owners still had concerns with the access to the property. He stated the application conforms to the city's Growth Policy and Westend Neighborhood Plan. He stated that traffic volume is not dangerous - but traffic speed is dangerous. He stated the illustrated concept plan showing the internal street system is provided with traffic-calming throughout, reducing traffic speed. He stated high traffic volume streets can be designed to make it is safe for cars and pedestrians. He stated the location of the project will give these residents the opportunity to use other transportation options and not have to drive everywhere. He stated the recreational, educational and shopping opportunities are all within a comfortable walking distance to the property. Residential density of property makes these nearby amenities and destinations sustainable. Mr. Halverson pointed out the multi-use trail on Shiloh Road is now part of the Billings Marathon Loop and is within walking distance of the newly open medical college at Rocky Vista University. He stated the clear limiting factor for economic growth in Billings is the availability of housing for workers in existing and new businesses. He stated this location within 1 mile of the primary corridor intersection of King Ave West and Shiloh Road makes compact and efficient land use a good choice. Mr. Halverson stated this new zoning plan has almost three times the minimum required open space area for a PND and this will help improve the sustainability of the neighborhood. He stated the city and state investment in Shiloh Road should be supported by well-designed neighborhoods with amenities and not just big yards. He stated the zoning plan is supported and complements both the zoning to the north and east and the south and west.

Mr. Luethold, speaking as an agent for the applicant, stated the annexation and zone change proposal are a good fit with the city's growth policy. He stated Josephine Crossing is a good example on how to handle lots of traffic with pedestrian safety throughout. He stated the developer will contribute to any off site and adjacent right of way improvements that are needed. These needed improvements are identified through a complete traffic study. As part of the previous application, a preliminary traffic study was done, but this is incomplete. A complete traffic study will be required once a zoning plan is finalized and the developer begins work on finalizing the development plan. One of the examples of an off site improvement might be upgrades to the Bell Ave street section where it crosses the drain at Shiloh Road. He stated there are deficiencies in the width and geometry at the crossing and there is a wooden fence in the clear vision area that blocks vehicle site distance for pedestrians and bicyclists on the multi-use path. Mr. Leuthold stated improvements will be done on Bell Avenue where it is adjacent to the property and if other improvements are required by the traffic study, those will be done as well. He stated the variance request is based on requests from the adjacent owners, and based on the perception that this development will add an uncompensated burden on these adjacent neighborhoods. He stated the owner is open to leaving utility easements available to Bell Ave and Obie Lane if needed for future utility connections.

In response to a question from Commission member David Goss, Mr. Leuthold stated the reason no access to Obie Lane is provided is the clear concern from these neighbors that people from this new development would wander through the subdivision. Mr. Leuthold stated the connection was eliminated in response to their concerns.

Mr. Steve Zeier of Trinity Real Estate stated he was in favor of the zone change. He stated he has no relationship with the developer or the agent but was here to support this type of zoning for the area. He stated as our city has grown, the development of new housing of any type has lagged behind. He stated the one area where we can make a difference in housing costs is in local regulations and by allowing this mixture of zoning to help build housing choices. He also stated his desire to see the new code implemented consistently and fairly across the board.

Terry Kaufman of Twin Pines testified in opposition. She stated the number of dwelling units - 582 - was too many for this 27 acre parcel of land. She stated the answer to the lack of housing is not just a quantity issue -- it also is a quality issue. She stated there were 4,000 jobs available in Billings recently. Even if every job was taken, there would still be enough apartments for everyone who wants one. She stated the City Council has approved zoning or development of over 2,000 apartments in the last year. She asked whether the City Council or staff has a plan for when all these apartments go vacant when demand subsides. She stated the amount of parking required would be too much for this property to accommodate.

Toby Erickson of Legends West spoke in opposition to the zone change. He stated the homeowners in the adjacent subdivisions could not hope to compete with the slick presentation by the developer. He stated he was testifying on behalf of many owners in the adjacent Twin Pines and Legends West subdivision and would appreciate more than three minutes to present his arguments. Chairman Larson allowed Mr. Erickson 15 more minutes than the usual three minutes. He stated the first mention of multifamily development on the property was 10 year ago and that application was withdrawn. At the time, there was no possibility of physically connecting the development to the south, so the only connections was to Bell Ave and Obie Lane. Last year, the applicant came in with a development of mostly 4-story apartment buildings, and no transitional zoning across Bell Ave from Bell Estates. He stated the current proposal has a few more things going for it, but the density is still too high. He stated one row of developed lots with similar dwellings to Twin Pines and Legends West is not enough. He stated it should be much more. He stated the existing city infrastructure cannot support an additional 582 dwelling units in this area. He stated everyone in the

room opposes the zone change. He stated there is not enough consideration for the neighbors. He stated the development plan may tick many boxes, but the development just does not fit with the adjacent area. He stated the higher the density, the fewer people tend to care about their surroundings or their neighbors. He stated Bell Avenue is an incomplete street, and it would not be right to put any of the new traffic on Bell Avenue. He stated the existing Bell Ave intersection is deficient and only allows a right turn (south bound) on Shiloh Road. Anyone wanting to go north or east will drive through Legends West, or even Twin Pines or Bonaventure to reach Central Avenue. This puts a traffic burden on our streets we should not have to endure. He stated there is already a good mix of development styles and housing choices in the area and does not see the need to add more apartments. He questioned whether West Billings will be nothing but apartments from now on. He stated apartment developments are not as fire-safe as less dense neighborhoods. He stated there will be significant impacts on schools and there will be higher incidence of crime. He stated these are just results of a higher population - not that people living in apartments are more prone to crime. He stated this will be a negative impact on all types of transportation in the area and there is no benefit to connecting this development to Obie Lane - even a pedestrian connection does not make sense for Obie Lane. He stated Obie Lane has no sidewalks so adding pedestrians to this street will just increase the possibility of car/pedestrian conflicts. He stated Twin Pines is a private development and if this development is connected to Bell Ave, those residents will petition to gate the streets where they connect with Central Ave and Bell Ave. He stated this would not be as safe for these residents if they had to gate their own streets. Legends West is all public streets and connects to Bell Ave - also a public street. It would be unfair to place this cost on existing residents. He stated leaving the area on Bell Avenue is not safe right now especially at peak times. Cars on Shiloh Road are going 50+ mph where Bell Ave intersects. A safe turn onto Shiloh is not really possible during certain times of the day. If new traffic is added, then a queue of cars will back up on Bell Avenue, making the situation that much worse. He stated when the developer presented his preliminary traffic, it showed 1,000 more cars per day using Bell Avenue. Mr. Erickson stated Bell Avenue cannot handle that many additional cars. He stated the zoning buffer is not enough and the proposed N1 is not the same as N2 or RR1. He stated appraisal values of adjacent homes will be reduced and this will result in less marketability of homes and townhomes in the adjacent neighborhoods. He stated most residents of the area feel safe in the homes and on the neighborhood streets. He stated this development will make everything feel less safe.

Missy Erickson of Legends West stated the neighbors are not opposed to development of land. She stated the Career Center and the Home Builders Association have sponsored many student-built homes in the neighborhood. She stated this development is not compatible and there should be much less multifamily on the property.

Mike Hinthorn of Bell Avenue stated the number of people in this development will equal the population of Columbus, MT. He stated this is too many people in such a small area. He stated no workers in the nearby commercial businesses could afford to live in any of these apartments. He stated the potential rent prices are too high for many workers in Billings.

Lisa Owen of Obie Lane stated she was opposed to the zone change. She stated she has lived in the area for 23 years and never imagined she would be looking at a 4-story apartment in the field west of her house. She stated this is not what she thought would be developed west of her subdivision. She stated she thinks she will have to sell her home - now valued between $400 and $500 thousand dollars. She stated she is just flabbergasted to think that 582 families will be living on the 27 acres to the west of her house.

Nancy Pederson of Twin Pines stated she was opposed to the development and definitely opposed to any connection to Bell Avenue. She stated all the traffic not just from the development, but traffic from the medical school and other apartments south of Monad Rd would use Bell Ave as a convenient cut through.

Lincoln Powers of Obie Lane testified in opposition. He stated he and his wife invested in their property with the expectation of continued value over time. He stated his property shares a property line with the subject property and so the impact to his land and property value is more than anyone else. He stated if he had known about the plans to build apartments on the land next door 20 years ago, they would never have built here or invested so much time and resources into their home. He stated Obie Lane is in a private subdivision and cannot just be connected to a new street to the west. He stated, if this was required by the city, they would explore their legal options to stop it. He stated he was concerned about what type of fencing the developer proposes to use along the property boundary. He stated there is no doubt their land will be de-valued if this development goes ahead.

Mr. Leuthold provided rebuttal comments to the Zoning Commission. He stated all city departments have reviewed the application and the concept for the development of 582 units. He stated none of those departments expressed hesitation on whether services could be provided to the property safely. The new development will pay its fair share for any off-site improvements that may be required, the new development will pay its property taxes and mill levies to support, police, fire, schools, planning and government in general. Fees for other services like street maintenance, and storm water control will also be paid. He stated he is not a traffic engineer but has worked through many projects that needed a traffic engineer to study the impacts of new traffic. He stated this project, when the entitlements are finalized, will begin the scoping and preparation of a full traffic impact study, the scope of that study will depend on

the city's requirement for vehicle connections to adjoining property. He stated Shiloh Road will carry the greatest burden of the new traffic since it is the closest arterial street and is designed to handle at least 50,000 vehicle trips per day. (Shiloh carried about 18,000 vehicles per day in 2021). He stated local streets are designed to handle much less traffic at much lower speeds. Local streets provide circulation within neighborhoods and tend to have less than 1,000 vehicles per day. He stated one of the driving factors of apartment development in Billings is not the normal demand for apartments but new demand from new economic development such as Rocky Vista Medical School and other medical business development. He stated the students and professors of Rocky Vista should be able to live as close to the school as possible - reducing the burden of new traffic trips. He stated he has lived in Billings for 38 years and lived in three different types of neighborhoods from Wells Garden Estates to Rimrock Road to a condo development north of Central Avenue. He stated most of these neighborhoods are "drive-to" only since there are no amenities or services within walking distance. The new reality of development is that people want more amenities closer to their homes and more walk-to services. This development fills this market demand. He stated the city will continue to grow and neighborhoods on the edges of the city will need to adjust as the city grows. He stated he remembers when West Park Plaza was the edge of town, and now it is considered to be a "central" part of the city. He stated the city, through its policies, has guided developers to be more efficient, to use land more deliberately and carefully. He stated this plan meets these policy goals.

The Zoning Commission closed the public hearing. Commission member Trina White made a motion to recommend approval of the zone change and denial of the requested variance from Section 27-804 requiring connectivity to existing streets. The Chairman, Mike Larson, asked if the motion could be amended to exclude the recommendation on the requested variance so that issue could have a separate vote. The motion was amended to exclude a recommendation on the variance and seconded by Commission member David Goss. Commission member Trina White stated that consideration for traffic and vehicles is not the paramount issue. She stated developers work to diminish the impact new traffic has on surrounding neighborhoods, but the neighborhoods should be connected. She stated the cost of housing is rising because of the cost of local and state regulation of building. She stated the new national estimate of the cost to developers to build a single dwelling unit is $95,000 dollars - and all of that cost is up front before a single shovel goes in the ground. She stated the city is growing as demand is going up for new housing of all types. She stated this has happened since she started as a real estate broker. She stated the expectation that nothing will be built next door on the farm field is not realistic. Commission member David Goss stated he was the first assistant City Administrator back when the city changed its charter. He stated the major issues back then are still the same issues of today - annexation laws, county subdivisions on the edge of the city and how those rules and regulations negatively effected the growth of the city. He stated the city did grow - but it grew out but not up. He stated the city needs to increase density to be more efficient and that includes taller buildings. He stated he does not believe that Bell Avenue has the capacity - even with improvements - to handle the traffic from this development. He stated his support for the requested variance to not connect this development with Bell Avenue. He stated he wished there was an easy answer for this issue of traffic. He stated he supported to motion to recommend approval of the zone change.

Chairman Mike Larson stated he would like to make a substitute motion. Mr. Larson made a motion to recommend approval of both the zone change and the requested variance. He stated it was clear the members wanted to discuss both the zone change and the variance together, and he agrees with Commission member Goss. The motion was seconded by Commission member Goss. Mr. Goss stated he would like to encourage the Council to consider preserving a right-of-way if a future connection is needed and can be done with without damaging the existing neighborhoods. Mr. Larson stated he is not convinced that the new traffic would not have a detrimental impact on Bell Avenue. He stated the current condition of the street shows it should not be used by new traffic from this development. He stated the city can only require so much from one developer,

The motion to recommend approval of the zone change and approval of the requested variance was approved on a 2-1 vote, with Commission member White voting against the motion. Ms. White stated she supported the zoning but not the requested variance.

ALTERNATIVES

The City Council may:

- Approve the zone change and adopt the findings of the ten review criteria for Zone Change 1021 as recommended by the Zoning Commission; or,
- Deny the request and adopt different findings of the ten review criteria for Zone Change 1021; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.
- Deny the requested variance from Sec. 27-804.C - Connectivity for Planned Neighborhood Developments.
- Approve the requested variance from Sec. 27-804.C - Connectivity for Planned Neighborhood Developments.

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

SUMMARY
Before making a decision on the requested zone change, the City Council shall consider the Zoning Commission's recommended findings of the ten review criteria:

1) Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed Mixed Residential Planned Neighborhood Development for the property is consistent with the following adopted Policies of Planned Growth Goal 1: Establish Development Patterns that Use Land More Efficiently
Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed zoning is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change and street layout will accommodate uses that are compatible in a mixed-use environment. The proposed development will also have good access to outdoor activities and is in proximity to commercial centers and transportation options.

The applicant has requested a variance from the requirement to connect the new streets to existing adjacent streets. This requirement is found in Section 27-804.C of the PND regulations:

> *Sec. 27-804. - Blocks.*
> *Each development shall contribute to an interconnected system of streets and blocks as required by the city subdivision regulations in addition to the following requirements. Streets shall be located to result in the following block regulations.*
> *C. Connectivity.*
> *1. Streets shall connect and continue existing or planned streets from adjoining areas.*
> *2. Block faces at the maximum length above require pedestrian access at mid-block points to ensure walkability. Pedestrian access or walkways may be incorporated as a dedicated alley or as an easement between lots.*

The 2021 application for this new neighborhood included two connections to Bell Avenue, one connection to the south to Rocky Vista Way (formerly Monad Rd), a pedestrian connection to Obie Lane, and a new north/south road along the western property line. The applicant has re-designed the proposed development to eliminate vehicle access to Bell Avenue and Obie Lane, have one pedestrian access to Bell Avenue, two vehicle access points to Rocky Vista Way, and two potential access points to the west. While connections to the west and south are maintained, no vehicle connections are proposed to the east or the north. City staff iopposed the requested variance as it limits the city's ability to plan for growth of well-connected neighborhoods, decreasing public safety, hampering future extension of city utilities and private utilities and decreasing resiliency in new neighborhoods. The City Zoning Commission is recommending approval of the variance based its discussion and on testimony received at the public hearing.

The proposed zone change is in line with the adopted 2016 Growth Policy goals for:
Strong Neighborhoods:

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

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

The proposed layout for the property will allow the higher density housing to be located internal to the property and the dwellings adjacent to the County development to the east will be similar. The dwellings on the Bell Avenue frontage will be similar to the two-unit dwellings in the Twin Pines development to the north. The layout of the parkland will provide a central park area for the new residents and two smaller parks on the northeast and southeast corners of the property. There is a linear area along the eastern property line to handle stormwater infiltration and provide open space.

2) Is the new zoning designed to secure from fire and other dangers?
The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning assembly is designed to secure the development from fire and other dangers. City staff did not support the variance from the connectivity requirement especially no vehicle access to the north. Staff believes this connection will help secure the development from fire and other dangers. A right-of-way connection to the east (Obie Lane) will also help provide security from fire if a future annexation requires installation of water lines. The City Zoning Commission did not concur with this finding. The Zoning Commission believes fire safety and access as proposed to Rocky Vista Way will provide security from fire and other dangers.

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

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The applicant has started the process of developing a traffic impact study and will coordinate with the City Engineering Division. The applicant has proposed a variance to allow no vehicle connections to the north or east to established streets. These two streets are local streets and are not shown on any official transportation planning map for future extensions. The future transportation map only includes collector streets and arterial streets. A mid-section collector street (44th St West) is intended to come south from Central Avenue. This mid-section street is further west from this development. Bell Avenue could extend further west to meet this collector street in the future. The City Zoning Commission finds that disconnecting this neighborhood from existing neighborhoods to the north and east will not hamper the future ability of the city to make connections to the north and east as the city grows.
Water and Sewer: The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed changes.
Schools and Parks: Schools and parks may be effected by the proposed zone change and development of a new city neighborhood. SD #2 did not provide any comments.
Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?
The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6) Will the new zoning effect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the circulation plan both within the proposed development and connecting to adjacent areas including the multi-use trail on Shiloh Road, the trail systems under construction and development in Lenhardt Square and St. Vincent's Healthcare development to the south and to the nearby Shiloh Conservation Area Trail system south of King avenue West. Pedestrian connections to the north will be ensured through the development, and the property is close to a fixed route MET bus line. The applicant is proposing no pedestrian connection to the existing neighborhood to the east. City staff did not support the plan to disconnect the County neighborhood from this new city neighborhood. Staff believes this is a disruption to normal foot, vehicle and public safety traffic between neighborhoods. For example, a person in the new neighborhood may have to walk 3/4 of a mile to visit a neighbor who lives behind their back fence on Obie Lane. This is a poor neighborhood design, and city staff does not support this variance from the connectivity requirement. The City Zoning Commission did not concur with the staff recommendation and is supporting the requested variance from the connectivity requirements. Traffic counts in the area on King Ave West are well below the expected volume on a principal arterial street. King Avenue West has an average daily traffic volume of 11,390 vehicles per day at this location, less than Rimrock Road at 17th St West. Shiloh Road just south of the Central Avenue intersection is about 16,300 vehicle trips per day. In comparison, 24th St West at Central Avenue handles almost 30,000 vehicle trips per day. Most local streets average less than 1,000 vehicles per day. As development increases in the area, these three arterial streets will need to build

in additional controls, management facilities and safety features. MDT retains jurisdiction over the management of King Avenue West and the city manages Shiloh Road and Central Avenue.

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

8) Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area between King Avenue West and Central Avenue is undergoing rapid urban development and growth. Demand for new housing choices including townhomes and apartments is increasing. Providing a wide range of housing choices is suitable for this area.

9) Will the new zoning conserve the value of buildings?
The property is an undeveloped agricultural parcel. Approval of the zone change will provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed Mixed Residential Neighborhood with N1, NX2, NX3 and Public 1 zoning will encourage the most appropriate use of this land in Billings.

Attachments

Ordinance
Zoning Map and Site Photos
Application and Letter
Preapplication meeting materials
Letter Requesting Variance from 27-804.C
Public Comments as of Jan 11 2023

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON Tracts 1 and 2 of Certificate of Survey No. 2828, BE AMENDED

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

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

Section 2. **DESCRIPTION.** **Tracts 1 and 2 of Certificate of Survey No. 2828,** is presently zoned **Agriculture (A),** a county zone, and is shown on the official zoning map within this zone.

Section 3. ***ZONE DISTRICT AMENDMENT.*** The official zoning map is hereby amended and the zoning for **Tracts 1 and 2 of Certificate of Survey No. 2828,** is hereby changed from **Agriculture (A),** a county zone, **to Neighborhood 1 (N1), Mixed Residential 2 and 3 (NX2-NX3) and Public 1 (P1),** as shown on the attached exhibit, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Neighborhood 1 (N1), Mixed Residential 2 and 3 (NX2-NX3) and Public 1 (P1)**, as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 23-_____ approving the annexation of the above territory, whichever is later.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 13th day of February, 2023.

PASSED, ADOPTED and APPROVED on second reading this 27th day of February, 2023

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1021 – Vista West – Agriculture to N1, NX2, NX3 and Public

Zone Change 1021

Zoning Exhibit – Without Variance from 27-804.C – Connectivity

EXHIBIT A

LAND USE AND ANNEXATION DETAILS

TRACTS 1 & 2, CERTIFICATE OF SURVEY No. 2828

PREPARED FOR : DORN REAL ESTATE AND DEVELOPMENT

PREPARED BY : SANDERSON STEWART

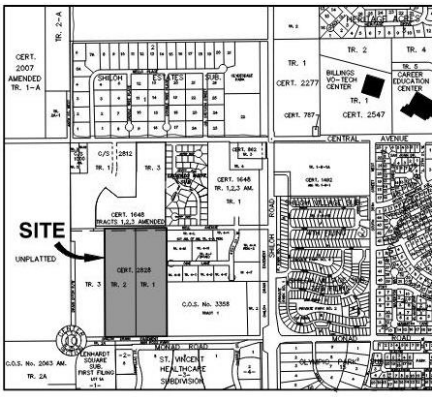
BILLINGS, MONTANA NOVEMBER, 2022

LAND USE SUMMARY
P1 = 1.547 ACRES = 5.90%
N1 = 2.022 ACRES = 7.71%
NX3 = 14.155 ACRES = 53.98%
NX2 = 2.349 ACRES = 8.96%

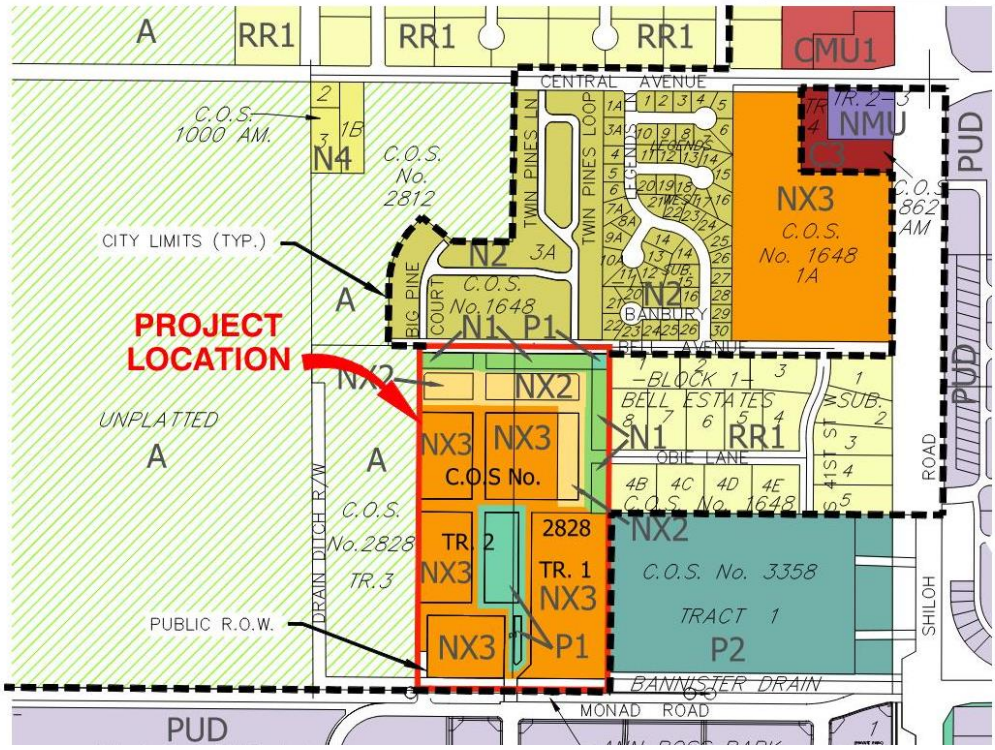
NORTH

250 0 250 500

SCALE:1" = 500'



VICINITY MAP



Zone Change 1021

Zoning Exhibit - With Variance from 27-804.C – Connectivity

EXHIBIT B

LAND USE AND ANNEXATION DETAILS

TRACTS 1 & 2, CERTIFICATE OF SURVEY No. 2828

PREPARED FOR : DORN REAL ESTATE AND DEVELOPMENT

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA NOVEMBER, 2022

LAND USE SUMMARY

P1 = 1.547 ACRES = 5.90%

N1 = 2.208 ACRES = 8.42%

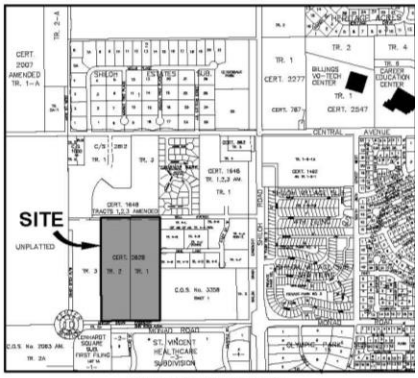
NX3 = 14.155 ACRES = 53.98%

NX2 = 2.494 ACRES = 9.51%

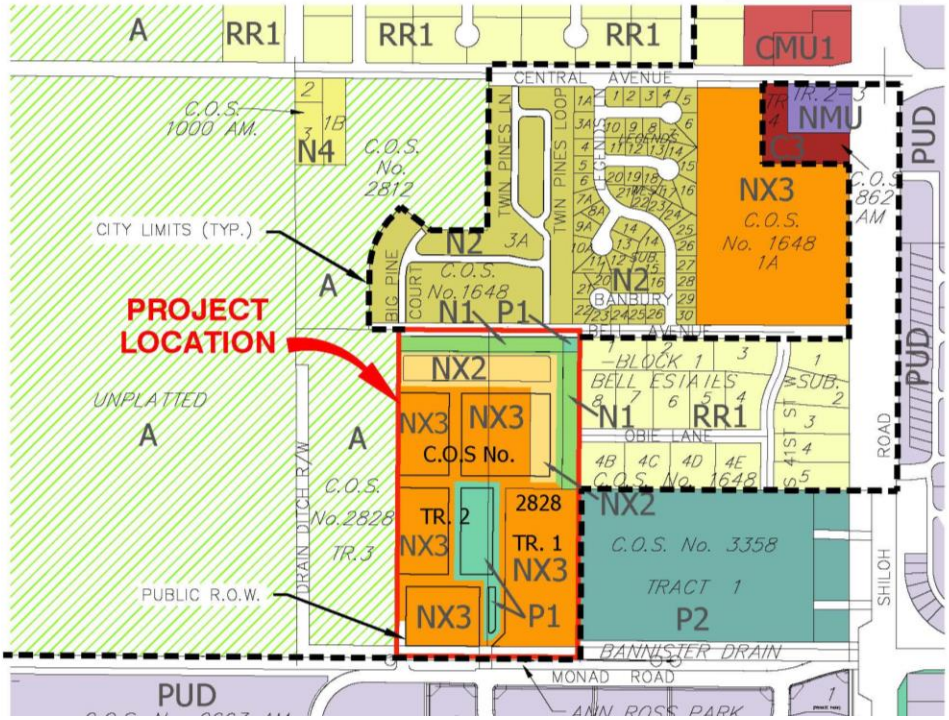
NORTH

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SCALE:1" = 500'



VICINITY MAP



City Zone Change 1021 – C/S 2828 Tracts 1 & 2 – Planned Neighborhood Development
Zoning Map and Site Photos

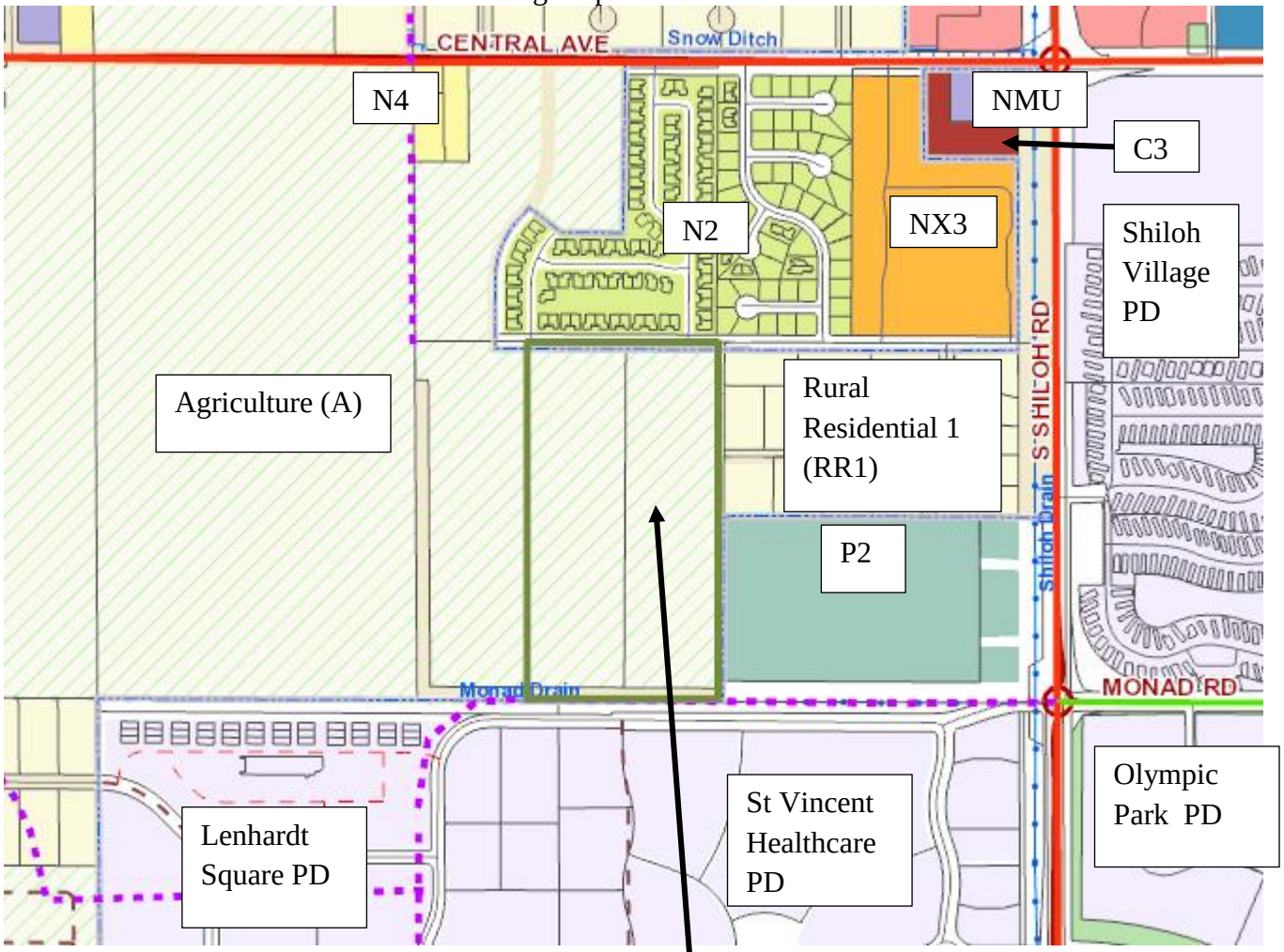


EXHIBIT A

LAND USE AND ANNEXATION DETAILS

TRACTS 1 & 2, CERTIFICATE OF SURVEY No. 2828

PREPARED FOR : DORN REAL ESTATE AND DEVELOPMENT

PREPARED BY : SANDERSON STEWART

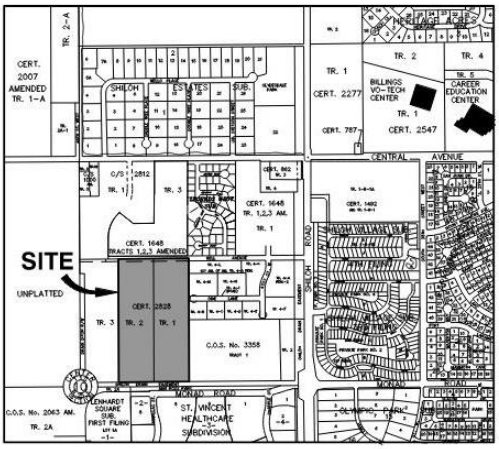
BILLINGS, MONTANA NOVEMBER, 2022

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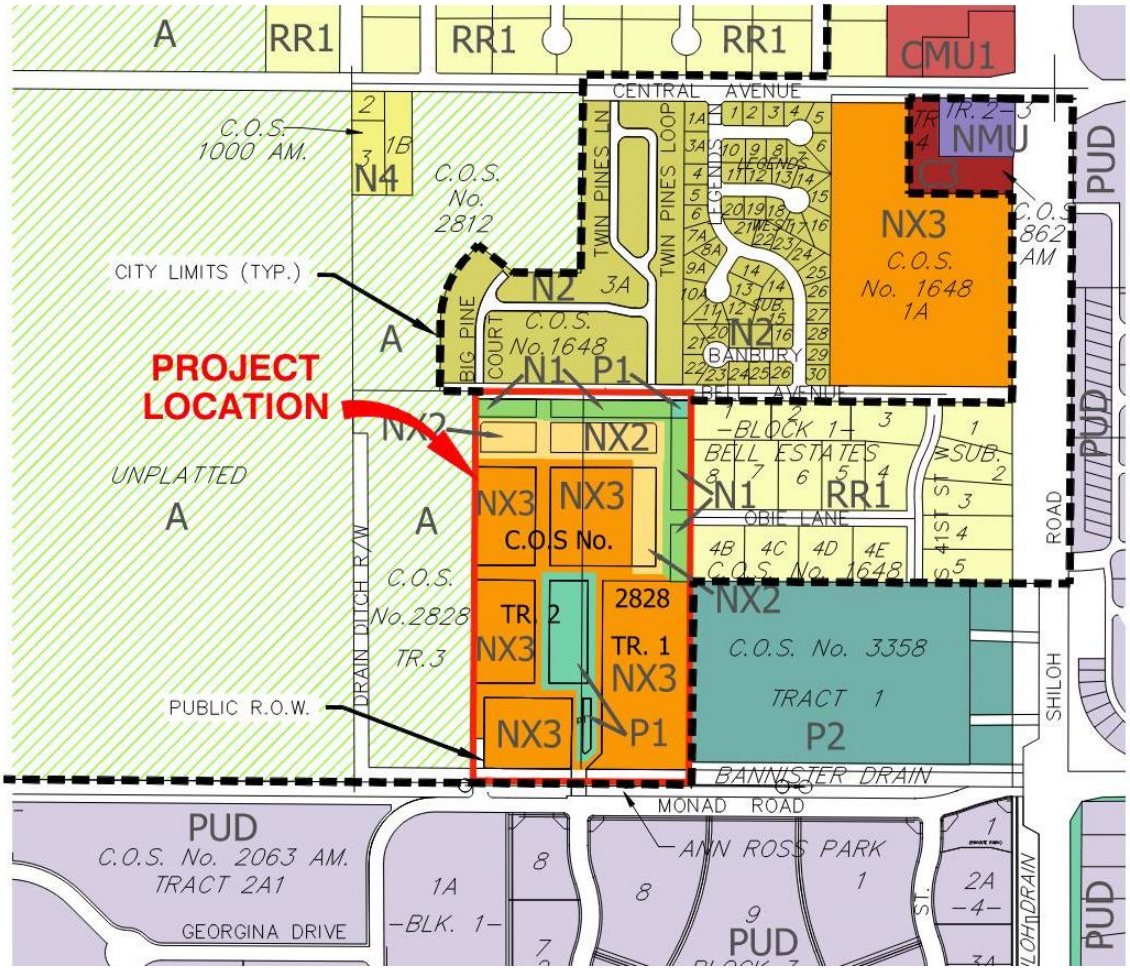
NORTH

250 0 250 500

SCALE:1" = 500'



VICINITY MAP



Zoning Plan with Variance to Connectivity

EXHIBIT B

LAND USE AND ANNEXATION DETAILS

TRACTS 1 & 2, CERTIFICATE OF SURVEY No. 2828

PREPARED FOR : DORN REAL ESTATE AND DEVELOPMENT

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA NOVEMBER, 2022

LAND USE SUMMARY

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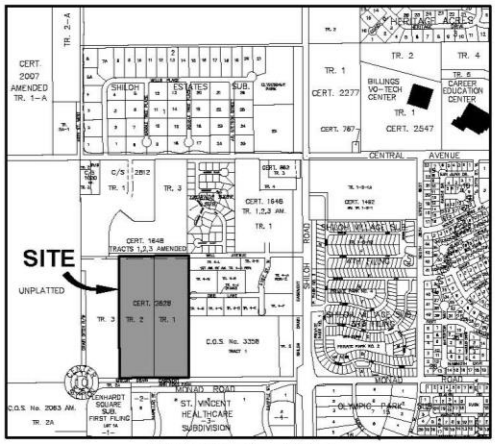
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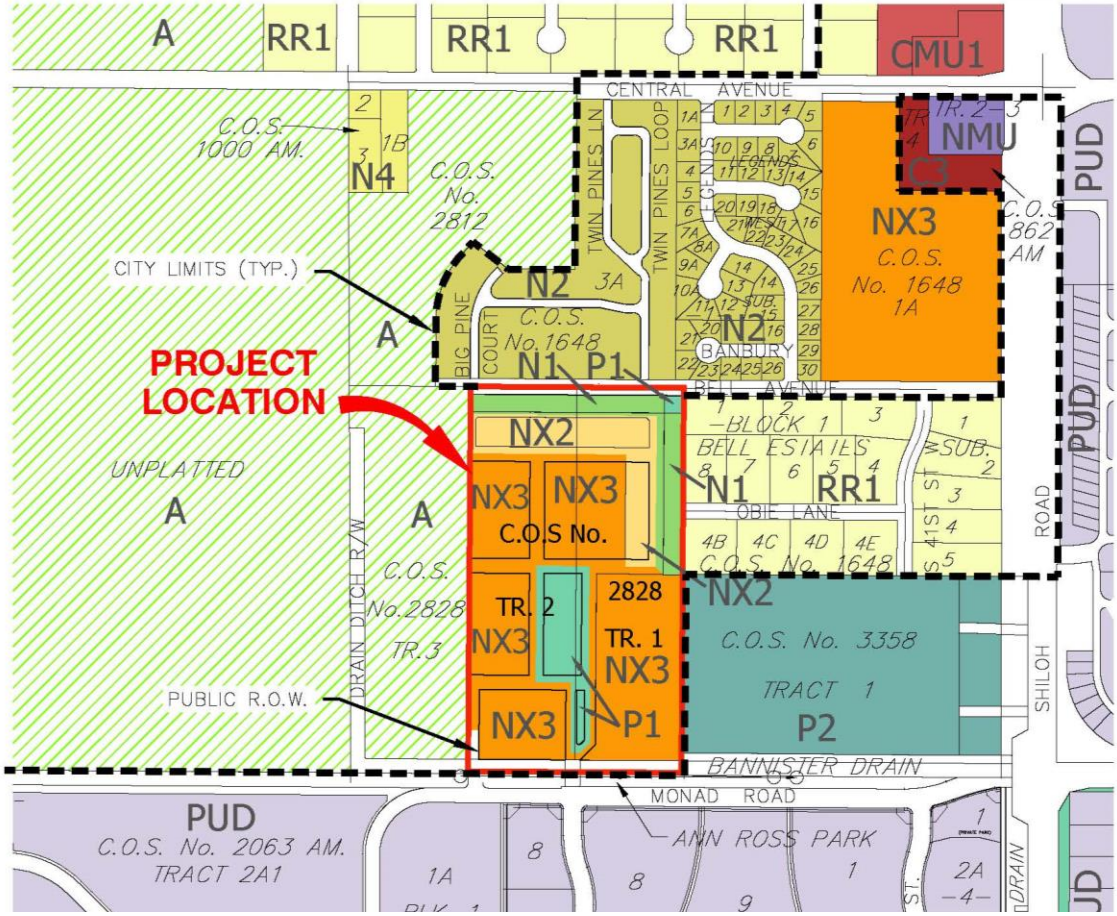
NORTH

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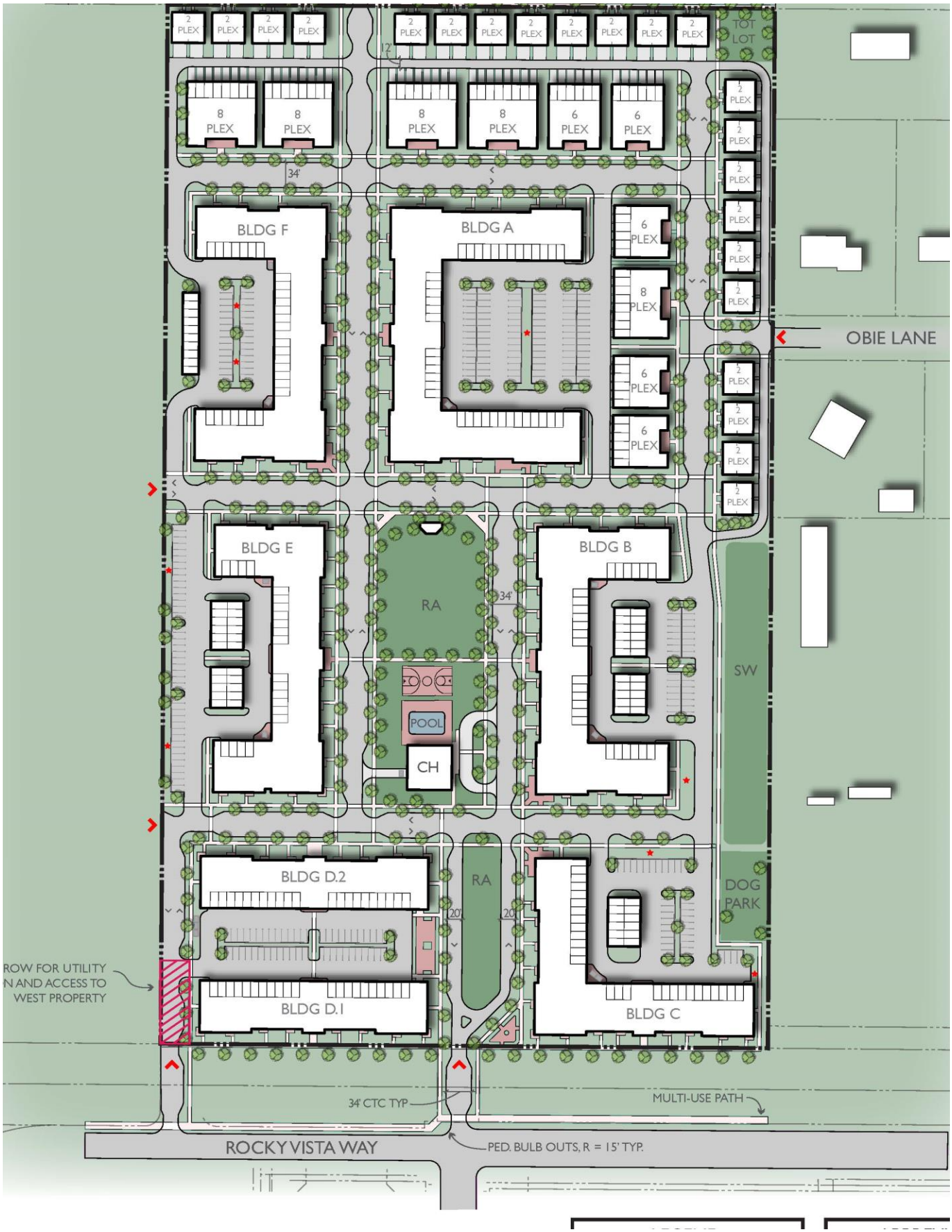
SCALE:1" = 500'



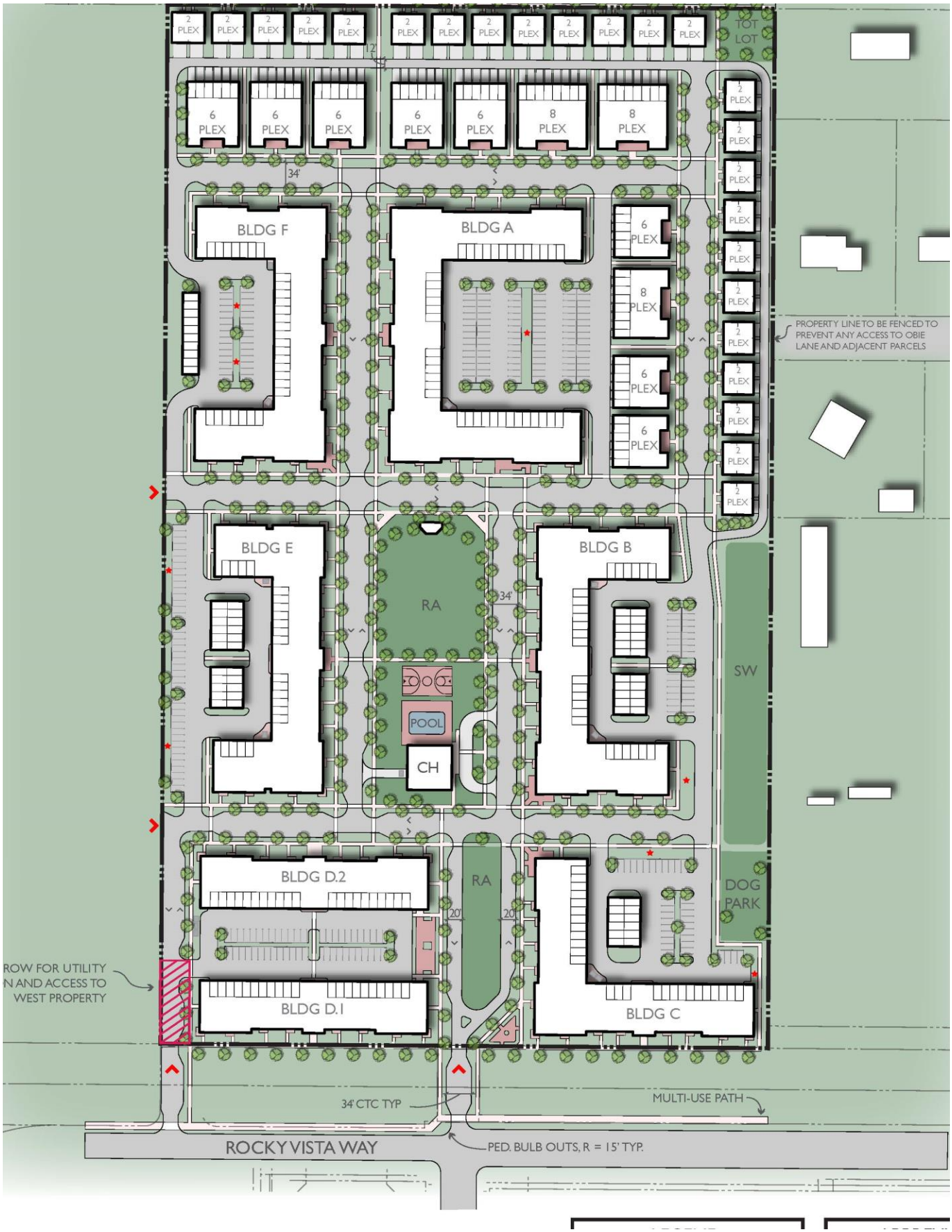
VICINITY MAP

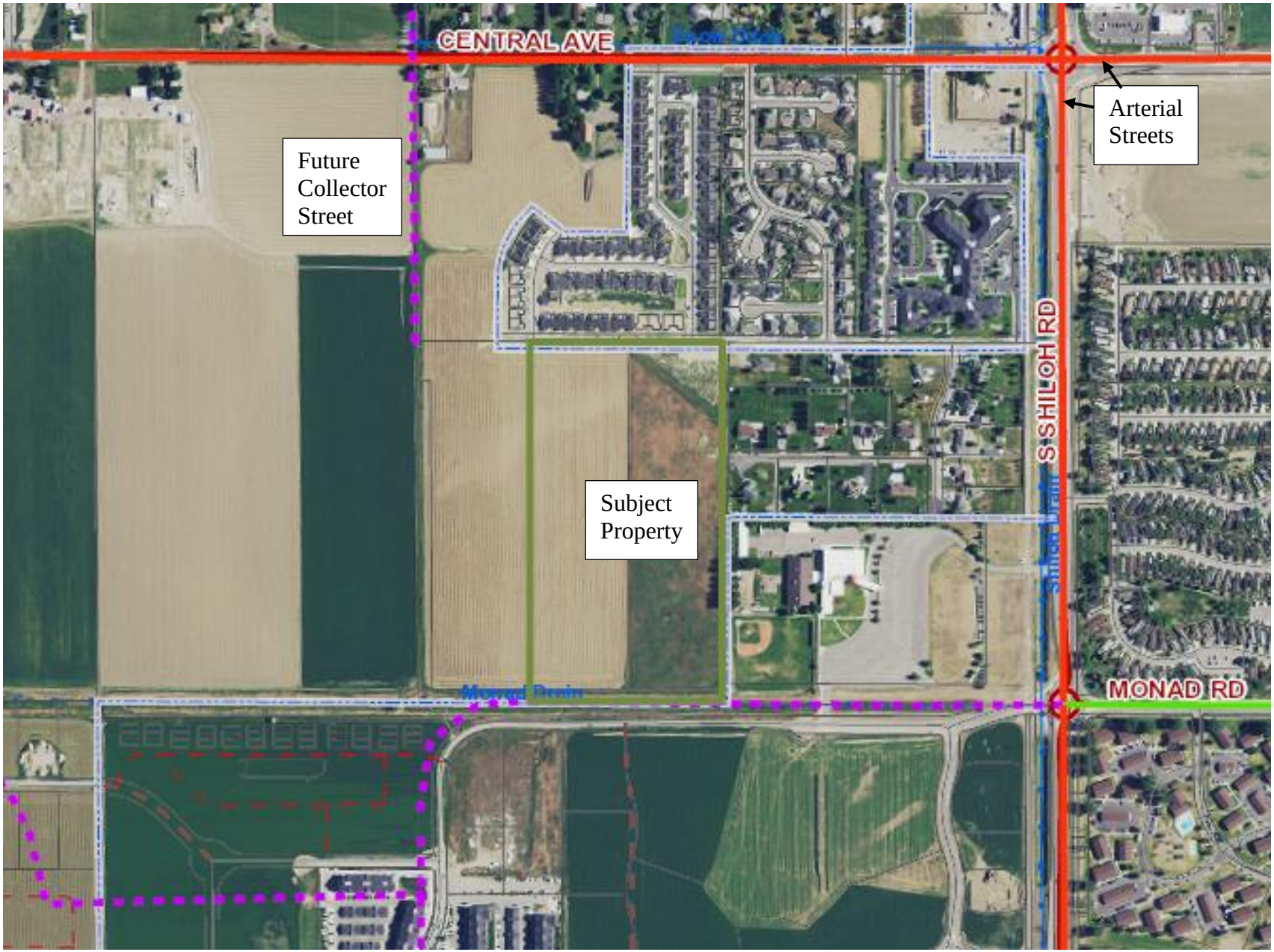


Illustrated Concept Plan without Variance



Illustrated Concept Plan with Variance to Connectivity



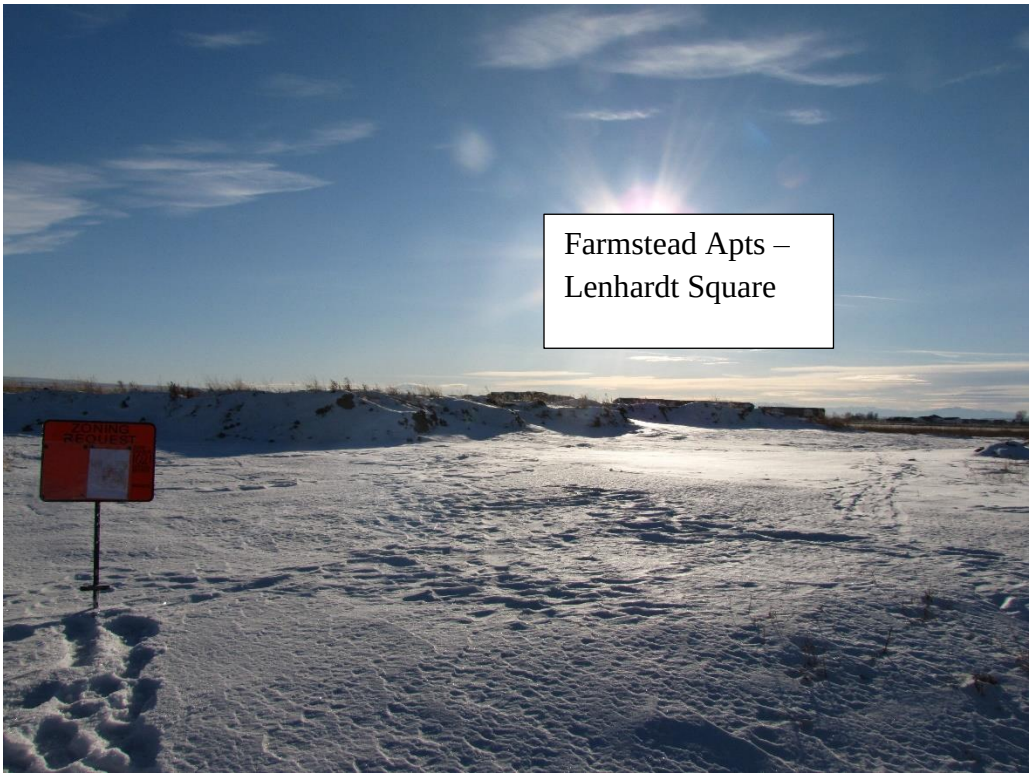

CENTRAL AVE
Future Collector Street
Arterial Streets
S SHILOH RD
Subject Property
MONAD RD



Subject Property view south from Bell Avenue



View east from subject property – along Bell Avenue



View south and west from Bell Avenue



View west along Bell Avenue



View north and west across Bell Avenue to intersection with Twin Pines Lane – a private street



View east on Bell Avenue from current deadend at Big Pine Court

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #** 1021 **- Project #** PZX-22-00289

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

Present Zoning: Agriculture

Proposed Zoning: N1, NX2, NX3, P1

TAX ID# D00503, D00503A, D00486A CITY ELECTION WARD 5

Legal Description of Property: S10, T01 S, R25 E, C.O.S. 2828, TRACTS 1 & 2 Drain ROW (attached)

Address or General Location (If unknown, contact City Engineering): Bell Ave.

Size of Parcel (Area & Dimensions): Approx 27.7 Acres, 816' wide x 1482' long

Present Land-Use: Agriculture

Proposed Land-Use: Residential, SF, Duplex and MF

Covenants or Deed Restrictions on Property: Yes_____ No X

If yes, please attach to application

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

Owner(s): Dorn Property & Homes
(Recorded Owner)
PO Box 81524
(Address) (406) 652-8232 rick@dornrealestate.com
(Phone Number) (email)

Agent(s): Rick Dorn, Dorn/ Lowe LLC
(Name)
PO Box 81524
(Address) (406) 652-8232 rick@dornrealestate.com
(Phone Number) (email)

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

Signature: Rick Dorn Date: 11/30/22
(Recorded Owner)

Dec 1, 2022

Billings PLANNING & COMMUNITY SERVICES

Certificate of Survey 2828, Tracts 1 & 2, & Drainage Ditch ROW

Zone Change Request from Agriculture to N1 First Neighborhood Residential, NX2 Mixed Residential 2, NX3 Mixed Residential 3 and P1

Statement of Proposal

Dorn Property and Homes LLC, with Dorn/ Lowe LLC, are seeking to Annex and Rezone Tracts 1 and 2 of Survey CS 2828 and A 55-foot wide strip of land adjoining the south property lines of Tracts 1 and 2.

The intent of the requested zoning will allow for the future development of duplex, townhome, and multi-family residential units. The proposed zoning meets the intent of the Planned Neighborhood Development (PND) standards by providing the requisite mix of residential zones, open public space, and block formats.

The proposed Residential PND will allow for a transition between the existing Twin Pines Townhomes and Legends West subdivision to the north and existing county residential lots to the east of the subject parcels. This is in accordance with the general development pattern for adjacent development to the south of the subject parcels.

Responses to Questions in Zoning Application

a. In what ways is your proposal consistent with the statutory criteria, guidelines and policies of the adopted Growth Policy?

The Growth Policy states:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options.

The requested zoning is in compliance with the following growth guidelines:

Essential Investments (Relating Public and Private Expenditures to Public Values)

- ***The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plan.***

  Yes. Streets within the PND are designed for low speeds to calm traffic and provide safe environments for all users while still providing enough room for emergency vehicles to safely navigate.

- ***Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.***

  Yes. This PND will provide pedestrian connections to adjacent development on Bell Avenue and along the Bannister Drain.

- ***Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community***

  Yes. This PND will provide a centrally located park that will be developed, owned, and maintained by the developer. This park area will be zoned P1 and will host amenities including a clubhouse and pool. Other areas within the development are also planned to include dog parks and play equipment.

- ***Infill development and development near existing City infrastructure may be the most cost effective***

  Yes. The proposed PND is in close proximity to areas of similar intensity of development which already have city services. When annexed, extension of City and municipal infrastructure will be more cost effective than less-dense development, on a per-capita basis.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

  Yes. The design of this PND, in compliance with relevant PND and zoning regulations will promote a high level of public safety. This includes streets, parking and recreational areas which are easily observable from residences within the development. This property will not impact public health, safety and welfare any differently than the other neighborhood developments which are developed in accordance with the City's zoning requirements.

Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)

- ***A multi-use community recreation facility is desirable***

  Yes. This PND provides recreational open spaces in the form of pedestrian connections, a centrally located park space, a dog park, tot lot, and private pool.

- ***The history and heritage of Billings are cornerstones of our community***

  Yes. Billings has always adapted to the changes in economic drivers and been welcoming of projects that allow the community to continue to grow and prosper in a systematic and planned way. This zone change will follow in that light by supporting a variety of housing units at an attainable price.

- ***Enhancing public buildings and spaces to be more efficient in their uses of energy, money, and space is important to having a vibrant and livable City***

Yes. The PND's centrally located public park will serve as a shared community gathering and recreation space for the entire neighborhood. The compact nature of this development will ensure that the public space is a well-used and vibrant community asset.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods***

  Yes. This PND will be developed in accordance with the City's code regulating street section to include planted boulevards. This will ensure that vehicular traffic is calmed and can navigate the development at slow, safe speeds for all street users. Street-front landscaping will be provided in accordance with the zoning code's landscape section, providing street trees and other water-efficient landscaping.

- ***Planning and construction of interconnected sidewalks and trails are important to the livability of Billings***

  This property will feature sidewalks on all streets, including pedestrian connections to adjacent development and the surrounding pedestrian network.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels***

  The mixture of zones and housing types within this PND exceeds the percentages required by the city's PND regulations. Most of the site, 54% gross, is proposed as NX3 which, because of its efficient use of land, will be the most affordable rental homes within the proposed PND. NX2 is the second-most prevalent zone district in the PND with almost 9% of the site's gross area. This zone can host structures of up to eight units, which will likely take the form of townhomes or multiplexes designed to closely resemble large mansion-style homes. The remainder, 7.7% gross, of residentially zoned land within the proposed PND is N1 first neighborhood, which can host single family or duplex homes. The diversity of housing in the proposed PND will allow residents of varying income levels to call this neighborhood home.

- ***Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction***

  By locating a greater density of residences in proximity to the medical school, commercial and business uses to the property's south, and providing pedestrian connections between them, this project will promote active transportation trips between the two.

- ***Public safety and emergency service response are critical to the well-being of Billings' residents and businesses***

  The property considered under this zone change will use named streets within its bounds to better address locations within and obtain an enhanced level of public safety.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***Predictable, reasonable City taxes and assessments are important to Billings' taxpayers***

  The densities that will result from this proposed zone change will promote efficient use of city services and high tax revenues per acre.

- ***Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses***

  This development, the lifestyle and amenities it will offer will attract a diverse demographic of residents seeking housing alternatives to single-detached residential. The property's proximity to the commercial center developing around the intersection of Shiloh and King will also reduce those residents' transportation costs. The density that will result from the proposed zone change will also provide tax revenues that will support the high-quality services that a quality work force demands.

  The COS 2828 Tracts 1 and 2 and the drainage ditch ROW Zone Change will help Billings manage its growth by encouraging development within and adjacent to the existing City limits, giving preference to areas where City and municipal infrastructure exists helping to maintain fiscal responsibility for the City. This development will allow the City to increase tax revenue and the City will prosper by further developing a variety of neighborhoods with their own unique character that are governed by City regulations and provide a further choice of housing options and additional housing inventory.

The West Billings Plan states:

- ***More compact development patterns are desirable because they make full use of urban services, offer cost-effective infrastructure, and hold down costs to the tax-payer***

  Yes. This proposed PND will develop in a compact manner and will host residential densities that will support cost-effective provision of municipal services.

- ***Plan for a mix of land uses that reduces automobile usage by locating stores, housing, schools, and recreation within a very short drive (or walking distance) from each other in compact neighborhoods with pedestrian-oriented streets***

Yes. The proposed PND is in very close proximity to job and commercial centers and planned recreational facilities on the Shiloh Corridor. Streets within the proposed PND will be designed in accordance with all relevant City regulations to include pedestrian facilities and planted boulevards.

- ***PG1.M.5 Enable the approval of development project that incorporate innovative mixed-use land planning concepts that provide for community aesthetics, compatible land uses, a mix of housing opportunities, open space, and other community amenities by revising zoning and subdivision regulations***

  Yes. In accordance with the City of Billings' PND regulations, the proposed PND includes a mixture of housing opportunities including zones that allow single-detached homes, duplexes, townhomes, multiplexes, and apartment buildings. The proposed PND also includes area zoned P1 public space for a centrally located park and a tot lot in the northeastern corner of the site for use by the development's residents and the surrounding neighborhood. The total area in the proposed PND designated P1 is nearly 300% of the area required by code.

The 10 Zone Change Criteria:

- ***Whether the new zoning is designed in accordance with the Growth Policy***

  Yes, tracts 1 and 2 of COS 2828, and the drainage ditch ROW are being developed under the consideration of the Growth Policy statement and guidelines on previous pages. It is a project adjacent to parcels where municipal services exist and is compatible with other recent developments in the area to the south and is in accordance with the newly adopted Recode zoning document.

- ***Whether the new zoning is designed to secure from fire and other dangers***

  Yes, The subject parcels will be serviced by City fire and police services and will be designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

- ***Whether the new zoning will promote public health, public safety and general welfare***

  Yes, All development on Tracts 1 and 2 of COS 2828 and the drainage ditch ROW will be designed under the new City Zoning code which will regulate density and land use transitions. All residential uses will be subject to City of Billings building codes, and the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to this criterion.

- ***Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements***

Yes, the proposed PND will provide streets designed in compliance with relevant City of Billings regulations for adequate transportation provision. Water, sewer and storm facilities will also be developed in accordance with all relevant regulations. The residential densities proposed in this PND will create a neighborhood that costs less for schools to serve, as it will require less distance for buses to travel for student pick up and drop off. Areas zoned P1 within the PND exceed the city's PND regulations by nearly 300%, thus providing ample recreational opportunity for area residents.

- ***Whether the new zoning will provide adequate light and air***

  Yes. Tracts 1 and 2 COS 2828 and the drainage ditch ROW are being developed in accordance with City of Billings rules and regulations and therefore meets this requirement.

- ***Whether the new zoning will affect motorized and nonmotorized transportation***

  Because the proposed zone change/ PND is adjacent to one of the fastest growing and largest commercial and job centers in the state, it is reasonable to predict that a significant portion of the trips generated by the residential uses planned for this site will be captured by walking, bicycling, or public transit use, thus reducing the impact of this development on the surrounding roadway network.

  When this development progresses through the approvals process to master site plan review, a Traffic Impact Study will be completed, and the developer will be responsible for any improvements the study deems necessary because of the trips generated by this development.

  The zone change will continue to support and address growth needs and have additional connections to the local street network while concentrating housing within the established City of Billings projected growth areas.

- ***Whether the new zoning will promote compatible urban growth***

  Yes, the proposed PND site is within a quarter mile of Shiloh Road, is a principal arterial, designated as a controlled access highway and facility, and is one of the most heavily trafficked and quickly developing corridors in the state of Montana. The Shiloh Road corridor hosts a broad range of uses and intensities of development both existing and planned. Exhibit C, attached to this application, illustrates this point. The intersection of Shiloh Road and King Avenue, approximately one-half mile from this site, is the center of a rapidly developing commercial and job center that rivals many of the downtowns in Montana in terms of its economic activity. Locating the number of homes that this PND proposes near this activity center will yield significant cost efficiencies to the City of Billings and its taxpayers for provision of services.

  The proposed PND also provides an ample transitional distance of approximately 350' between the existing duplex residential uses across Bell Avenue, north of the subject parcels to the proposed NX3 zone. It similarly provides a transitional distance of approximately 220' between the single-detached uses to the east of the subject parcels and the proposed NX3-

zoned areas within the subject parcels. The proposed zone change provides NX3-zoned area where it faces, across the Bannister Drain and Rocky Vista Way to the Rocky Vista Medical School Campus and existing NX3-zoned areas to the south-east of the subject parcel.

- ***Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use***

  Yes. The property is located to the north, across the Monad and Bannister Drain rights of way from the existing multi-family and commercial center at Lenhardt Square and the new medical school campus. This proposal is compatible with those developments while providing a transition to existing single-detached and duplex residential uses to the north and single- detached uses east of the subject parcels.

  The subject parcels and those parcels to the west of the proposed PND are undeveloped, and currently under agricultural use. The commercial center south of the proposed PND hosts a variety high intensity uses as compared to those uses to the north and east of the subject parcels. Thus, any one character in this neighborhood has not been established and will continue change as development occurs.

- ***Whether the new zoning will conserve the value of buildings***

  Neutral. Although there is no evidence to suggest that the development of multi-family residential uses has any negative effect on the value of adjacent, existing single-detached and twin home residential uses, the design of this development will provide generous transitional buffer zones of N1 and NX2 between existing single-detached twin home uses and proposed NX3 uses.

  The residential uses included in this PND will likely have a positive effect on the commercial properties to the south and the residential properties to the southwest of the subject parcels.

- ***Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings***

  Yes. The City of Billings continues to need projects that provide for a variety of housing types. It is appropriate to continue to promote efficient development in close proximity to the City Limits boundaries. This zone change helps support an appropriate level of development which will serve the City both now and in the future. It is also beneficial to have greater densities near the new medical school campus and other business and commercial uses in order to reduce overall vehicular loads on local area streets.

Exhibit C: Shiloh Corridor

Existing and Planned Uses

RIMROCK RD

GRAND AVE

SHILOH RD

CENTRAL AVE

Project Location

32ND ST W

KING AVE W

48TH ST W

HESPER RD

I-90

- Res - Single Family
- Res - Townhouse/Duplex
- Res - Mobile Home
- Res - Multi Family (2 Lvl)
- Res - Multi Family (3-4 Lvl)
- Commercial
- Civic
- Office
- School
- Misc PUD
- Industrial
- Green Space
- Ag/Undeveloped

NORTH

0 0.25 0.5 1 Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

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

1. **Present Zoning**: Agriculture

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

Existing use of Agriculture to be changed to Residential use N1, NX2, NX3 AND P1

3. **Subject Property Map**: please attach to this form

4. **Legal Description of Property**:
   S10, T01 S, R25 E, C.O.S. 2828, TRACT 1
   S10, T01 S, R25 E, C.O.S. 2828, TRACT 2
   Drain ROW (legal description attached) Exhibit A

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:
   Yes. West End Task Force. Chairperson: Gordon Olson windrivermts@yahoo.com

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form Exhibit B

7. **A copy of the meeting notice.** please attach to this form Exhibit C

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form Exhibit D
   Synopsis of additional public input in exhibits E, F, and G

9. **The undersigned affirm the following:**
   1) The pre-application neighborhood meeting was held on the 25, day of Oct, 2022, 20__.
   2) The zone change application is based on materials presented at the meeting.

Owner (s): Dorn Property & Homes Telephone: (406) 652-8232
Address: PO Box 81524 Email: rick@dornrealestate.com

Agent (s): Dorn/ Lowe LLC Telephone: (406) 652-8232
Address: PO BOX 81524 Email: rick@dornrealestate.com
BILLINGS, MT 59108-1524

Exhibit A

LEGAL DESCRIPTION: DRAINAGE DITCH RIGHT-OF-WAY

A 55-foot wide strip of land adjoining the south line Tracts 1 and 2 of Certificate of Survey 2828, located in the Northeast Quarter of Section 10, Township 1 South, Range 25 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Beginning at the southeast corner of Tract 1 of Certificate of Survey 2828, thence S 00°08' 00" W, a distance of 55.00 feet along the prolongation of the east line of said Tract 1 to the east-west mid-section line of Section 10, Township 1 South, Range 25 East, P.M.M.; thence N 89°49' 29" W, a distance of 817.10 feet along said east-west mid-section line to a point being the intersection of said east-west midsection line and the prolongation of the west line of Tract 2 of Certificate of Survey 2828; thence N 00°08' 00" E, a distance of 55.00 feet along said prolongation of the west line of Tract 2 to the southwest corner of Tract 2 of Certificate of Survey 2828; thence S 89°49' 29" E, a distance of 408.59 feet along the south line of said Tract 2 to the southeast corner of said Tract 2, also being the southwest corner of said Tract 1 of Certificate of Survey 2828; thence S 89°49' 29" E, a distance of 408.51 feet along the south line of said Tract 1 to the southeast corner of said Tract 1 and the point of beginning. Said strip of land containing 1.0317 acres.

Exhibit B

PRE-APPLICATION MEETING
ATTENDANCE SIGN-IN SHEET

Date: 10/25/2022 Time: 9:30

Project: Dorn-Bell Project No.: 12004.07

Meeting Location: King of Glory

Name and Title: (Please Print)	Representing:	Phone Numbers Office	Phone Numbers Mobile	Email Address
Ron Johnson				ron.johnson2@me.com
Dick Beich				rei.fam@btesian.net
Charlie Pratt				cfpratt427@gmail
Marilyn Pratt				

Exhibit B

PRE-APPLICATION MEETING
ATTENDANCE SIGN-IN SHEET

Date: 10/25/2022 Time: 5:30

Project: Dorn / Bell Project No.: 12004.01

Meeting Location: King of Glory

Name and Title: (Please Print)	Representing:	Phone Numbers Office	Phone Numbers Mobile	Email Address
Mike Henthorn			406 561 0635	Lily59106@gmail.com
Phil Johnson			406.698.9314	pjncj@bresnan.net
MaryAnn Sadar			406.698.4226	maryannsadar@msn.com
Linda Rekdal			406-860-7689	
Harley Hawkaker			307-254-0930	
Joyce Smith			406.696.1043	JoyceMBSmith@yahoo.com
Becky Makenowsky			406-698-6591	

Exhibit B

PRE-APPLICATION MEETING
ATTENDANCE SIGN-IN SHEET

Date: 10/25/2022 Time: 5:30

Project: Dorn/Bull Project No.: 12004.07

Meeting Location: King of Glory

Name and Title: (Please Print)	Representing:	Phone Numbers Office	Mobile	Email Address
VERA Willis			678-863-6741	Willene1129@Comcast.NET
Cinda & Greg Biggs			406 656 6664	cindasbiggs@me.com
Terri Kaufman			928-242-7966	kaufmanterri@gmail.com
DONNA TIMMERMAN			406-860-4597	2901f4life@gmail.com
JAN Ross			406 598 1641	JAN.Ross49@gmail.com
DEEWINE BEV MCCRACKEN			307.654.1589	WYOGEESER@HOTMAIL.com
Dwight & Lisa Moen			406.855-8102	dmdist@bresnan.net
VERN & DIANNE SANDAU			406 672-7203	SANDAU.DV@gmail.com
Rick & Kelly Brookshier			(406) 670-5205	rick.brookshire@outlook.com
Toby Erickson			281-468-1877	TLErickson.mail@gmail.com
Nancy Pederson			406-860-0150	owlmen47@gmail.com

Exhibit C

SANDERSON STEWART

Billings
Bozeman
Fort Collins

October 17, 2022

Reference: Notice of Pre-Application Neighborhood Meeting for Annexation and Planned Neighborhood Development (PND) Zone Change
Certificate of Survey No. 2828, Tracts 1 and 2.

Dear Neighbors:

You are receiving this letter because the City of Billings requires a pre-application neighborhood meeting for any zone change request on property located within or intending to be annexed to the City. By City Code, the surrounding property owners within 1,320 feet (quarter mile) are notified of this meeting so you can ask questions of the materials described in this letter. This is not your last time to comment on this proposal, as future public hearings by the Zoning Commission and City Council will be scheduled.

The request for this property involves annexation of the two tracts of land, as noted in the enclosed exhibit, and a zone change from Agricultural to a combination of N1-First Neighborhood, NX1-Mixed Residential 1 (1-4 dwelling units per structure), NX2-Mixed Residential 2 (2-8 dwelling units per structure), NX3-Mixed Residential 3 (5 or more dwelling units per structure) and P1-Open Space, Parks, Recreation. As part of is process, variances are being sought to honor neighbors' requests to bar vehicular access to Obie Lane and Bell Avenue, although pedestrian access to Bell Avenue will be provided.

The Neighborhood Pre-Application Meeting will be held on **Tuesday, October 25, 2022, at 5:30 PM.** This meeting will be held in-person at King of Glory Lutheran Church. Their address is 4125 Grand Ave, Billings, MT 59106. You may also receive log in credentials so that you can join remotely via Teams. If you plan on attending or would like the log in information, please email John Halverson at jhalverson@sandersonstewart.com so that we can verify accommodations for the in-person meeting and have a list of attendees that will be joining via Teams.

Comment may also be given via an online survey, which can be accessed by typing the following URL address into your internet browser:

https://lp.constantcontactpages.com/sv/euWqtM5/WestBillingsPUD

The survey may also be accessed by opening your smart phone's camera and aiming it at this QR code:

Exhibit C

SANDERSON STEWART

Billings
Bozeman
Fort Collins

Please plan on attending this Neighborhood Pre-Application meeting if you have comments or questions regarding the proposed Annexation and Planned Neighborhood Development Zone Change. If you have immediate questions or cannot attend the meeting, please contact me at (406) 869-3311 or via my email at jhalverson@sandersonstewart.com

Respectfully,

John Halverson, LEED AP, Land Planner

JDH/hl
Enc.
c: Nicole Cromwell, Zoning Coordinator / Code Enforcement Supervisor, City of Billings
Rick Dorn, Dorn Real Estate and Development

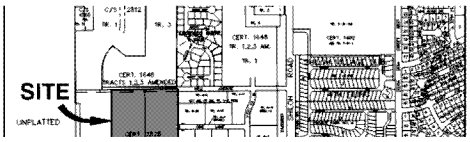
Exhibit C

PREPARED FOR : BORN REAL ESTATE AND DEVELOPMENT

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA OCTOBER, 2022

LAND USE SUMMARY



VICINITY MAP

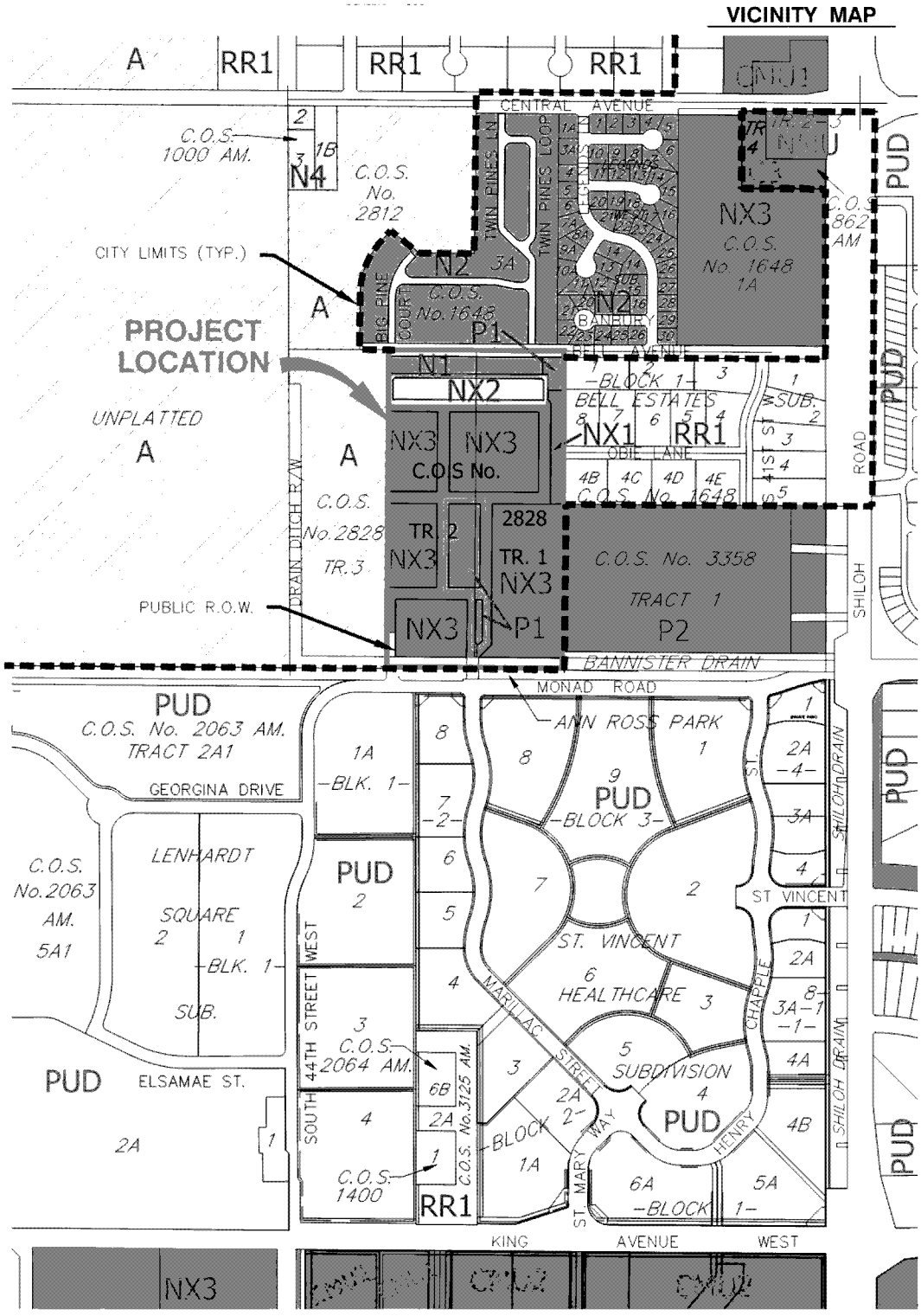
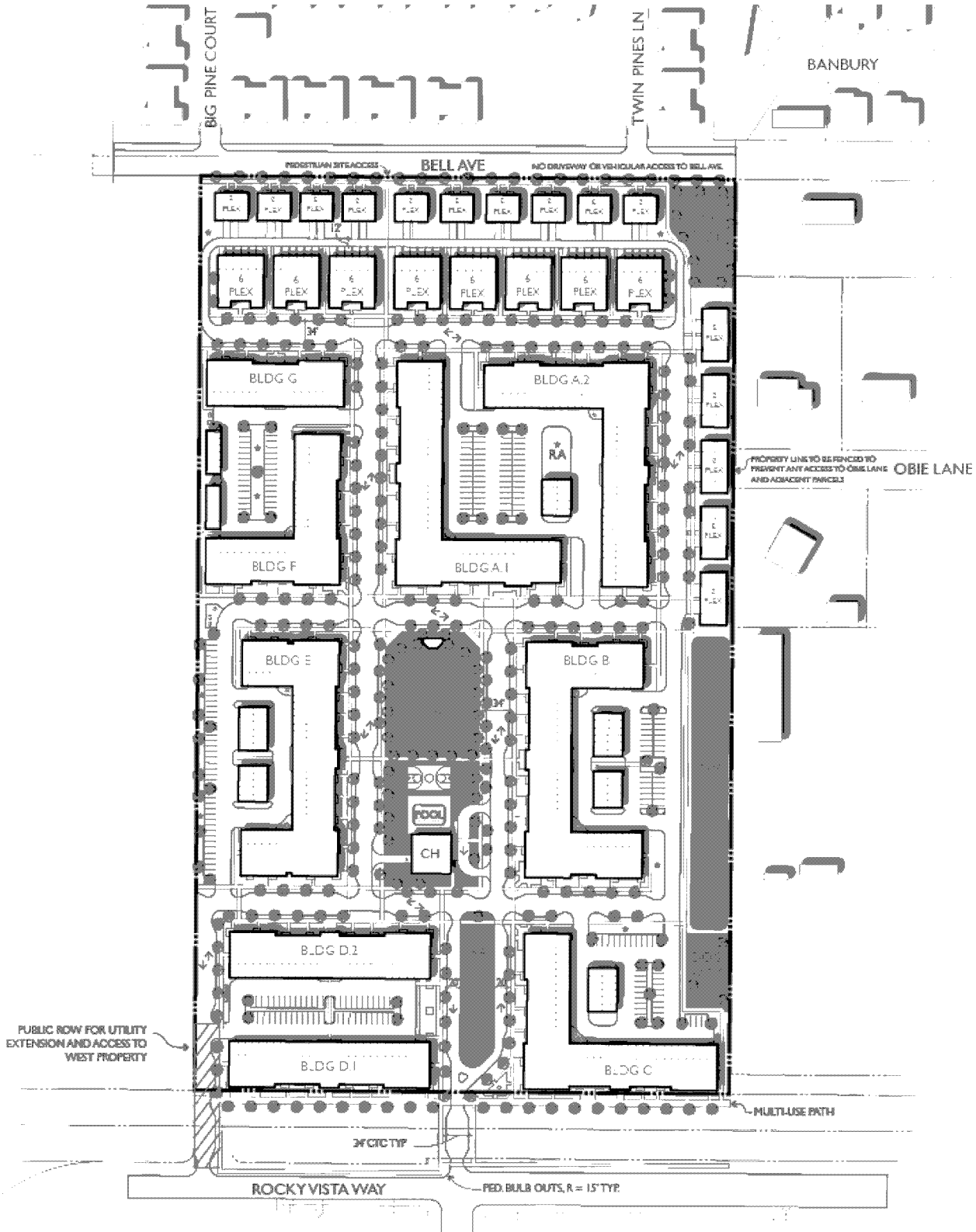


Exhibit C



PROGRAM	
MF Units (NX3)	504
6-plex Units (NX2)	48
Duplex Units (N1, NX1)	30
Total Dwelling Units	582
Res Surface Pkg Stalls	495
Res Garage Pkg Stalls	380
Parking Stalls Per Dwelling Unit	1.5
Recreation Area	2.58 Acres

ZONES			
Zone	Acres	% Net	% Gross
NX3	15.0	73.5	57.5
NX2	1.6	7.9	6.1
NX1	0.7	6.4	2.8
N1	1.3	6.4	5.0
P1	1.7	8.5	6.6
ROW	5.7	-	21.8

LEGEND
Dumpsters
Snow Storage
Site Boundary
Recreation Area
Landscape

ABBREVIATIONS	
Stormwater	SW
Clubhouse	CH
Recreation Area	RA

NORTH

COS 2828 - CONCEPT PLAN

SEPTEMBER 26, 2022

SANDERSONSTEWART

Exhibit D

MEETING MINUTES

PROJECT: Certificate of Survey #2828 Tracts 1& 2			
Project No: 12004.01			
Meeting Location: King of Glory Lutheran Church 4125 Grand Ave, Billings MT 59106		Meeting Date: 10/25/22 5:30 PM	
Meeting Subject: Zone Change Neighborhood Pre-Application Meeting		Prepared by: John Halverson	
Attending:	(See attached sign-in sheet)		
Sanderson Stewart:	Rick Leuthold		
	John Halverson		
Date of Issue: 12/01/2022			

Minutes:

- Mr. Halverson opened the meeting at 5:30 PM by introducing himself and outlining the agenda, which included a presentation on the zone change, a brief explanation of the new zoning code, and time for questions and comments.
- After completing that presentation, Mr. Leuthold and Mr. Halverson took questions and comments from the attendees.
- An attendee asked how many residential homes would be included in the planned neighborhood development.
- Mr. Leuthold responded that the estimated number of units was about 550, but that the development is early in its process, and that actual counts would not be solidified until an architectural plan was completed.
- An attendee asked what the future development and approvals process is.
- Mr. Leuthold answered that the current plan would require a variance to allow it not to connect to the public rights of way of Bell Avenue and Obie Lane. He explained that staff had objected to the proposed plan

on those grounds and had asked Sanderson Stewart to create an alternative plan illustrating what the street layout would be without that variance.

- An attendee asked about traffic impacts in the surrounding area.
- Mr. Leuthold answered that a "traffic study lite" had been undertaken as part of the previous zone change effort in 2021 and that a full traffic impact study would be completed in the site development phase of project approval.
- An attendee asked for clarification on the matter of the variance and non-variance plans that would proceed concurrently.
- Mr. Leuthold responded that, at the pre-application staff review meeting, police, fire, planning, and engineering staff had raised concerns about lack of connection to Bell Ave. and Obie Lane, and asked Sanderson Stewart to draw up an alternative concept plan that does connect to those public rights of way.
- An attendee raised the concern that the variance concept plan shown having only 2 points of access onto Rocky Vista Way was not sufficient
- Another attendee asked if the variance could be rescinded after it was granted.
- Mr. Leuthold answered that it could not and explained the impacts of the variance.
- An attendee suggested that, if the variance were not granted, a security gate could be installed to restrict access onto Bell Avenue.
- Mr. Leuthold replied that such a restriction was unlikely, but that traffic calming measures could be taken on Bell Avenue to ensure safety.
- An attendee asked if the development would be under an HOA.
- Mr. Leuthold answered that it would likely be under collective management by Dorn Real Estate.
- An attendee asked if a buffer yard and fence would be included at Obie Lane.
- Mr. Leuthold responded that, under the plan that would require a variance, a buffer yard and fence would be included, and that, if the variance were denied, a buffer yard would be included along the boundary with Bell Estates.
- An attendee asked if a fence would be built along the western boundary of the project where it abuts an agricultural field.
- Mr. Leuthold answered that it would not be fenced, but that measures could be taken to prevent people from driving onto that field from the site.

Exhibit D

- An attendee asked if short term rentals or VRBOs would be part of the development.
- Mr. Leuthold replied that Dorn Homes would retain full ownership of the site and any development thereon, and that there were no plans to include short term rentals on site.
- An attendee stated their preference for the site to have no access to any adjacent properties other than to the south.
- An attendee urged the other attendees to google Dorn Real Estate.
- An attendee asked why the city would consider a non-compliant option at all.
- Mr. Leuthold responded that the neighborhood held sway over council despite non-compliance.
- An attendee referred to the proposed zone change as "the same pig in different skin" and stated that "we're not going to let it happen." They also stated a preference to see the entire project changed to only N zones (rather than NX zones) and stated that they would be mobilizing to oppose the project.
- Mr. Leuthold responded that most of Billings is Single detached housing and that this project would help supply much needed housing choice.
- An attendee raised concerns that there was not enough parking on site.
- Mr. Halverson responded that residents would likely use public transit at higher rates.
- Attendees laughed at Mr. Halverson's response.
- An attendee asked about stormwater provisions on the site.
- Mr. Leuthold responded that a legal manual dictated what stormwater facilities would be required on site, and that underground facilities, green space and city stormwater would be utilized.
- An attendee stated that he had been a broker in Jackson Wyoming and that developers there followed their profit motive.
- Mr. Leuthold cited the city's current housing crisis, that there are 4300 unfilled job openings in Billings. He noted the need to house the city's workforce and the basic supply and demand dynamics of housing market.
- An attendee asked what could be done to prevent the owner from accepting a section 8 housing voucher.
- Mr. Leuthold responded that land would have to be specially designated for HUD's voucher program and that there were no plans to do so on this property.

Exhibit D

- An attendee suggested that development already approved in the area would provide sufficient supply to meet the region's demand.
- Mr. Leuthold responded that the homes approved in the area of King and 48th is planned to be 4-plex development and was not of sufficient scale to satisfy the Billings job market's housing demand.
- An attendee asked why NX1 and 4-plexes were planned for the land immediately abutting Bell Estates. And stated a preference for N1 at that location to provide a more significant buffer.
- An attendee asked if such residential density could be moved further west to where there were no neighbors.
- Mr. Leuthold answered that it would not be efficient to provide services to such far-flung locations without first developing closer-in areas such as the area in question.
- Mr. Leuthold closed the meeting at 6:50 PM

Exhibit E

MEETING MINUTES

PROJECT: Certificate of Survey #2828 Tracts 1& 2			
Project No: 12004.01			
Meeting Location: Connections Church 5554 Grand Avenue		Meeting Date: 11/15/22 7:00 PM	
Meeting Subject: West End Neighborhood Task Force Meeting		Prepared by: John Halverson	
Attending:	(See attached sign-in sheet)		
Sanderson Stewart:	John Halverson		
Date of Issue: 12/01/2022			

Minutes:

- Mr. Halverson was invited to present the proposed zone change/ PND at the West End Neighborhood Task Force by task force chairperson, Gordon Olson, who, having completed discussion of several other items on the evening's agenda, introduced Mr. Halverson and gave him the floor.
- Mr. Halverson introduced himself and outlined the agenda, which included a presentation on the zone change, a brief explanation of the new zoning code, and time for questions and comments.
- After completing that presentation, which was substantially the same presentation given at the neighborhood pre-application meeting on October 25 at King of Glory Lutheran Church, Mr. Halverson opened the floor to questions and comments from the attendees.
- An attendee asked if the homes in the proposed PND would be for sale or rent.
- Mr. Halverson answered that the homes would all be for rent.
- An attendee raised concerns that the two access points onto Monad [Rocky Vista Way] would be too much for that right of way to handle.
- Mr. Halverson explained that city staff had raised the same concern at the project's pre-application staff meeting and directed Sanderson

Stewart to create an alternative plan that provided access onto Bell and Obie Lane.

- An attendee raised the concern that there is not enough parking on the site.
- Mr. Halverson explained how parking calculated for multi-family residential under the zoning code and that the project takes advantage of a reduction in parking stalls required by purchasing bus passes for residents, which is allowed under the code. He also explained that the project's proximity to commercial and job centers makes it more likely that residents will make trips by bicycle, walking, or public transit.
- An attendee asked how this development would impact public services like schools, and asked how children living in this development would safely walk to school.
- Mr. Halverson answered that Billings SD2 has an advisory role in the approval process for residential development and that he was unaware of the district's plans to accommodate increasing population. He explained that safe routes to school on Billings' West End is a major cause for concern and called out the planned multi-use path along Rocky Vista Way's north side. He also explained that a traffic impact study would be completed later in the development process, which could include broader pedestrian improvements in the area.
- An attendee asked about trail access for the residents in the proposed PND.
- Mr. Halverson reiterated the planned mixed-use path on Rock Vista Way and that broader trail connectivity concerns were beyond the scope of this project.
- An attendee suggested that the West End would benefit from a community center.
- Mr. Halverson pointed out the clubhouse planned for the central park of the PND.
- Mayor Cole mentioned that a new transit plan is in progress and may affect the PND's ability to make use of the transit parking discount.
- An attendee mentioned that in their neighborhood, Vintage Estates, that a developed park had been advertised, but had yet to be built.
- Mayor Cole explained that, depending on whether the park were dedicated or privately owned, either the city or the developer would be responsible for the park improvements.
- An attendee asked whether bike lanes would be included in the PND.
- Mr. Halverson answered that the streets were designed with traffic calming features so as to create a slow-speed right of way in which a

Exhibit E

bicycle could safely share the lane with vehicular traffic similar to those found in Annafeld or Josephine Crossing.

- An attendee raised the concern that in those neighborhoods, street parking made driving difficult at higher speeds.
- Mr. Halverson responded that that outcome is intended as part of the design to slow vehicular traffic and create pedestrian and child-friendly streets.
- At this point Mr. Olson moved the meeting onto its next agenda item.
- After the meeting adjourned, Mr. Halverson made remained to answer any questions attendees still had.
- An attendee raised the concern that the PND did not have enough connectivity to surrounding neighborhoods.
- Mr. Halverson answered that he shared those concerns and that the developer is seeking a variance not to connect to those surrounding neighborhoods as a concession to the residents of those neighborhoods.
- An attendee stated their preference for a separated bicycle facility

Exhibit F

EVENT MINUTES

PROJECT: Certificate of Survey #2828 Tracts 1& 2			
Project No: 12004.01			
Event Location: Riverfront Park		Event Date: 10/22/22 10:30 AM	
Event Subject: Zone Change/ PND Public Input Event		Prepared by: John Halverson	
Attending:	Unknown members of the public		
Sanderson Stewart:	John Halverson		
Date of Issue: 12/01/2022			

Public Comments:

- Mr. Halverson set up a table and three presentation boards (attached) and solicited public comment from attendees of The Great Masked Pumpkin Race at Riverfront Park.
- At 10:30 AM the race event was initiated. The organizer introduced Mr. Halverson and stated his purpose for tabling at the event and invited the attendees to give comment on the proposed PND.
- At 10:36 AM a member of the public expressed the need for a new public high school on the West End.
- At 10:56 a member of the public expressed that they liked the pool on the concept plan.
- At 11:07 a member of the public expressed that more apartments are needed for both young people and elderly in the Billings area.
- At 11:23 a member of the public stated that the PND looked good and they like Shiloh Commons and the businesses therein. They also asked the cost of rent.
- Mr. Halverson replied that these homes would likely have similar rents to those in the area.

Exhibit F

- The same member of the public stated that rentals are good for in-migration and noted the need to supply housing for the workers at the Laurel refinery and that such development is “a good thing.”
- At 11:55 a member of the public expressed that locating housing close to the commercial uses on Shiloh would have the benefit of reducing travel distances.
- At 12:16 a member of the public expressed that, “as long as it’s not in my back yard, I like it.”
- At 12:26 a member of the public stated that they “like it” but also said the PND has “too many apartments” while also stating the need for the city to develop efficiently for tax and service efficiency. They also expressed the need for sufficient parking, and noted that Interpointe is high quality. They stated that they like the park and expressed the need for understandable addressing and wayfinding.
- At 12:30 Mr. Halverson broke down the booth and left the event.

Exhibit G

Constant Contact Survey Results

Campaign Name: Dorn PUD Survey

Survey Starts: 197

Survey Submits: 25

Export Date: 11/22/2022 01:39 PM

MULTIPLE CHOICE

"A mix of housing types that meet the needs of a diverse population is important."

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Very Well		9	39%
Well		8	34%
Somewhat		3	13%
Poorly		3	13%
Very Poorly		0	0%
	Total Responses	**23**	**100%**

MULTIPLE CHOICE

"Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy, and safe."

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Very Well		10	41%
Well		6	25%
Somewhat		6	25%
Poorly		1	4%
Very Poorly		1	4%
	Total Responses	**24**	**100%**

MULTIPLE CHOICE

"Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community."

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Very Well		13	54%
Well		4	16%
Somewhat		5	20%
Poorly		2	8%
Very Poorly		0	0%
	Total Responses	**24**	**100%**

Exhibit G

MULTIPLE CHOICE

"Allowing a mixture of housing types provides housing options for all age groups and income levels."

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Very Well		8	33%
Well		8	33%
Somewhat		6	25%
Poorly		1	4%
Very Poorly		1	4%
	Total Responses	**24**	**100%**

MULTIPLE CHOICE

"Community investments that attract and retain a strong, skilled, and diverse workforce also attracts businesses."

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Very Well		12	50%
Well		6	25%
Somewhat		5	20%
Poorly		1	4%
Very Poorly		0	0%
	Total Responses	**24**	**100%**

MULTIPLE CHOICE

Do you rent or own the home where you currently live?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Rent		5	20%
Own		19	79%
	Total Responses	**24**	**100%**

MULTIPLE CHOICE

Approximately how close do you live to this PND?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Immediately Adjacent		1	4%
Less than 1/4 mile		0	0%
Between 1/4 mile and 1 mile		4	16%
I mile or more		19	79%
	Total Responses	**24**	**100%**

OPEN QUESTION

What else would you like us to know?

Housing affordability also involves integrating work opportunities into the neighborhood, reducing the burden of vehicle ownership and complicated commuting for work and childcare—how does this neighborhood support light mixed use or neighborhood commercial activities? All access to the site appears from one point—how is this site safe for fire services access, evacuation, or reduced traffic congestion? Will only one entrance degrade faster causing wear the City will need to maintain?
My parents built their dream home two years ago. This potential PND abuts next to their property. I don't think they would have built there if they knew this could happen. They moved to the outskirts of Billings for peace and quiet. I don't think they were counting on the equivalent of a small Montana city to move in next door. These developments effect people's lives. They worked their whole life for their dream home on the outskirts of town. Not sure this development is appreciated.
Are these for sale? Then I'm all in.
I would like to see more fourplex, duplex options and a little less apartment living to integrate more generations and appeal to greater income levels.
It is difficult to agree with any of the policy statements regarding mixed housing without knowing the targeted income levels for the housing types.
I hope the city approves this annex proposal so that anything built in such a prime location complies with our Growth Policy. I also love that these will be majority apartments. The lack of affordable housing options in Billings, especially apartments for rent, impacts everyone in our city, not just people who leave near this PND. The positive impact of a project like this needs to carry as much weight--or more!--than any potential opposition from residents in the immediate vicinity.
11 Response(s)

MULTIPLE CHOICE

Do you plan on attending the neighborhood meetings or public hearings?

Answer Choice	0% 100%	Number of Responses	Responses Ratio
Yes		7	29%
No		17	70%
	Total Responses	**24**	**100%**

SANDERSON STEWART

Billings
Bozeman
Fort Collins

December 1, 2022

Ms. Nicole Cromwell
Ms. Monica Plecker
2825 3rd Avenue North 4th Floor
Billings, MT 59101

Reference: Variance Request
COS 2828 Tracts 1 & 2 (Vista West fka Dorn/Bell property)

Dear Ms. Cromwell and Ms. Plecker:

Per our discussions on this project, we are making application for a Variance to the strict interpretation of Section 27-804 of the City Zoning Code under paragraph C which calls for all Streets to connect and continue as they either exist or are planned for from adjacent developments. We provide the following reasons for this request as is associated with the Concept 2 illustrative plan.

1. A previous zone change submittal for this project included access to Bell Avenue because of its importance as an east/west connector in the area, but no access to Obie Lane as it was deemed a low volume short run county access road.
2. As part of the earlier submittal, we provided a summary review of the project traffic impacts that demonstrated the acceptability of the connection under the City's standard requirements.
3. During the processing of the earlier submittal there was significant neighbor input at the Neighborhood Meeting and the Zoning Commission meeting as well as City Council and Mayor comments both at a council meeting and in other forums that acknowledged the neighbor concern about the connection and indicated support of the elimination of that connectivity.
4. The development of the site has been reviewed in consideration of no additional access to Bell Avenue or Obie Lane, but rather providing two accesses to Rocky Vista Way. This is a standard development layout for many developments of this nature throughout our community. Once again, the access and road impacts have been initially reviewed and such a layout would meet all requirements with the exception of the connectivity aspect.
5. It should be noted that the land uses as indicated in the separate zone change request for this project are in full compliance with City of Billings zoning regulations regardless of which Concept layout is chosen.

It is on this basis that we have prepared Concept 2 of this development, and it is under this layout that we are requesting a Variance to the strict interpretation of that section of the Zoning Code. It should be noted, that through discussion with staff, we have also prepared a Concept 1 layout, that meets in full the requirements of Section 27-804, C as it applies to connectivity. Concept 1 is also a part of the overall zone change for this project and will allow the City Council the ability to weigh the various merits of each option and approving the one they find to be most beneficial.

Please feel reach out to me directly if you have an y immediate comments or questions.

Respectfully,



Rick Leuthold, PE, LEED AP
Principal | Chairman

Opposition to City Zoning Change 1021

January 3, 2022, 4:30 pm.

1st Floor conference room, The Miller Building

2825 3RD Ave N

General Overview:

We are requesting the Zoning Commission deny the application for the Zoning Change 1021. The request is being made by many of the individual property owners and interested parties located within the ¼ mile distance from the property boundary who are adamantly opposed to the proposed change. We are requesting the proposed zoning change be denied for the following reasons: the change is not in accordance with the Growth Policy; is not designed to secure fire and other dangers; does not promote public health, public safety and general welfare; does not facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; will adversely affect motorized and nonmotorized transportation; is contradictory to compatible urban growth; does not consider the character of the district and the peculiar suitability of the property for the particular use; will reduce the value of established homes and neighborhoods; is not the most appropriate use of land throughout the City of Billings. A detailed description for the opposition will be presented in the later sections of this document.

A similar zoning change was requested and defeated approximately 10 years ago. Another request was made last year and was withdrawn by the applicant after significant opposition to the request was made. The land owner/developer and the professional community designer, Sanderson Stewart have stated that the development now meets the new requirements for the proposed changes. They have presented an optimistic overview of the proposed development. Many of the overarching issues that resulted in the previous defeat are still applicable today and at best have only been partially addressed or not at all. They are utilizing the development of Interpoint Apartments, InterUrban Apartments and Happy Homes Apartments as justification to approve the proposed changes. The proposal, as presented, “checks the boxes” for meeting all of the 10 criteria used for review of a zoning change. When all of the factors are more closely examined, the proposed development fails to meet the criteria used for review of the zoning change.

The developer has submitted the modified plan after “feedback” from the community. The only modifications to the 2022 plan was to not connect the PND to Bell Ave and Obie Lane. The developer failed to acknowledge any of the other larger concerns regarding the number of units that would be add to the neighborhood and the negative impact to the fiber of the community. The develop submitted a plan that knowing violates the connectivity of the PND in hopes of

gaining approval of the zoning change then blaming the city for requiring the connectivity issue to be resolved. The Planning and Community services group has already made the recommendation to reject the variance and requested a second layout be submitted with connectivity to Bell Ave and Obie Lane. That puts the request back to the same status that was strongly opposed by the residents of the existing neighborhood and re introduces the traffic concerns down Bell Ave and thru the subdivisions of Legends Way and Twin Pines Townhomes. The developer 2022 traffic study identified that over 1000 vehicles will not utilize Bell Ave daily and well over 100 vehicle will "cut" through Legends Way and Twin Pines Townhomes. The number if "cut" through exceed the number of units in Legends Way and Twin Pines Townhomes

The polished campaign by the paid contractor, Sanderson Stewart is specifically designed to convince all parties that this is the best utilization of the tracts of land. The goal of Sanderson Stewart is to get this approved at the direction of the land owner and developer. This approval will optimize profits for the land owner and developer. However, if approved it will be at the expense of the nearby neighborhoods, the City of Billings, and the County of Yellowstone.

This proposal does not fully meet the growth policy and we are opposed to zoning change. The Growth Policy states: "The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options." The development and maintenance of neighborhoods like Bell Estates, Legends West, and Twin Pines are the backbone of prosperity for Billings. The pride in ownership, the sense of community, the fabric of family, the feeling of a friendly, quiet neighborhoods are the key aspects to the value of the neighborhoods in Billings. The proposed changes will not enhance the value of the neighborhoods but will significantly diminish them. This development will not make Billings a better place to live. If approved it will be at the expense of the nearby neighborhoods, the City of Billings, and the County of Yellowstone. These neighborhoods already offer a diverse choice of housing. Our recommendation is to development the property in alignment with the current neighborhoods and that is the most appropriate us of the land.

The Growth Policy also states: "In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to **areas where City infrastructure exist or can be extended within the fiscally constrained budget** and with consideration given to increased tax revenue from development." The development as proposed addresses the infrastructure needs along the southern portion of the development but ignores the infrastructure improvements needed as a result of the development for Bell Estates, Legends West, and Twin Pines. If approved it will be at the expense of the nearby neighborhoods, the City of Billings, and the County of Yellowstone.

We are opposed to the proposed zoning because it will place a higher burden on fire and police services. These services are currently stretched very thin and by adding a high density

population expansion, it will negatively impact those services. The proposed zoning change does address many of the design criteria to secure fire and other dangers such as setbacks, open spaces, internal street design and others. However, it does not address all of the concerns and the additional cost associated with expanded fire and police services. Those costs will be at the expense of the nearby neighborhoods, the City of Billings, and the County of Yellowstone.

The new zoning will not promote public health, public safety and general welfare and we are opposed to the zoning changes. The proposed modifications will significantly increase the population density and will create additional public safety concerns. The safety concerns associated with large multi-dwelling units versus single and two family dwellings are well documented. There is a concern that higher crime rates will adversely affect the neighborhoods of Bell Estates, Legends West, and Twin Pines.

The new zoning does not facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements and we are opposed to the zoning changes. The high density population will place an additional burden on the already over extended SD#2 school system. There are improvements over the 2022 design in the area of parks but they are inadequate for development. The existing transportation infrastructure is not adequate to support this development. Although the developer is proposing providing primary access via Monad, a large percentage will be leaving/accessing the development from Central via Twin Pines and Legends Way. Additionally, traffic to the development from the North will turn onto Bell avenue to gain access. This will place a much higher traffic flow on existing streets. The additional cost associated with developing more schools, improved roads more sidewalks, more parks will be passed on to the nearby neighborhoods, the City of Billings, and the County of Yellowstone.

The proposed zoning change does not adversely affect the quality of light and air.

We are opposed to the new zoning as it will adversely affect motorized and nonmotorized transportation. Sanderson Stewart has stated they anticipate the new development will generate approximately 3000 vehicle trips per day and the majority of these trips will utilize Monad as the primary route. Sanderson Stewart has also stated they will extend to connect to Bell Ave and Obie Lane. This will create a secondary access to and from the development through the existing neighborhoods of Bell Estates, Legends West, and Twin Pines. The 2022 traffic study shows that 1038 the new vehicles will utilize Bell Ave that 116 vehiles that would “cut” through Legends Way and Twin Pines Townhomes. We recognize that this number is less than the designed capacity for these roads, however, it is a **significant** increase in the traffic of the neighborhoods. This significant increase in traffic will adversely affect the quality of life and the property values of Bell Estates, Legends West, and Twin Pines.

In anticipation of the negative impacts due to the increase in traffic, the residents of Twin Pines have announced their intention to gate off Twin Pines Lane and Big Pine Court. Twin Pines is a unit owner development and is well within their rights. The additional costs to control traffic

within Twin pines will be a burden to residents of Twin Pines caused by the proposed development.

Once the gates are installed at Twin Pines, all of the secondary traffic will be forced to Bell Ave and Legends Way. The section of Bell Ave between Twin Pines Lane and Legends Way currently has between 50 and 75 vehicles per day (as observed by local residents). If this zoning change is approved, Bell Ave will have 20 times as many vehicles as it currently carries. This increase in traffic will present many challenges. The additional costs to control traffic along Bell Ave will be at the expense of the nearby neighborhoods, the City of Billings, and the County of Yellowstone. The south side of Bell Ave (county subdivision) does not have sidewalks or curb and gutters. The paved section of Bell Ave is very narrow. Additionally, the Moring Star employees park along on the road which contributes to traffic issues. The northside of Bell Ave has sidewalks and curb and gutters. Another item to consider is the intersection of Bell Ave and Shiloh. With the speed of the southbound traffic on Shiloh and the additional traffic that will have to make a right hand turn on to Shiloh from Bell Ave, the probability of major traffic accident will be significantly increased.

Currently, Bell Ave is the “feeder” for nonmotorized traffic for the residents Bell Estates, Legends West, and Twin Pines to the pedestrian path along Shiloh. This translates to a large number of pedestrians and cyclists that utilize Bell Ave. Additionally, many of the residents from Morningstar walk along Bell Ave. Another important item is the pedestrian path at Shiloh that crosses Bell Ave before the Stop sign. There is a cross walk with signage along Bell Ave but this last year there was a bicycle / vehicle incident. With the addition of 1000 more vehicles per day, the probability of major incident will be significantly increased.

We are opposed to the new zoning as it is contradictory to compatible urban growth. The application states that the proposed zoning provides “a transition to single-family and twin home residential uses to the north and single family uses east”. This is largely overstated. The transition, based on the zoning requests, move very quickly and in a cumbersome way directly to the apartment complex (NX3). The developers force a small area of N2 and NX1 as what they consider a buffer, which will only give a small transition from high value single family large lot homes into very compressed population.

The new zoning does not consider the character of the district and the peculiar suitability of the property for the particular use, and we are opposed to the change. The proposed changes do not take into consideration the existing single and two family dwellings in the surrounding neighborhoods to the north and east and in fact, directly discount those established neighborhoods.

The new zoning does not conserve the value of buildings and property and therefore we are opposed to the zoning change. The development of large scale apartment buildings and the added traffic in the area will reduce the desirability of the neighborhood and reduce from the value of the homes in the neighborhood.

The new zoning does not encourage the most appropriate use of land throughout the City of Billings. The need for suitable housing is a concern for Billings and its residents. The development of additional of large multi-dwelling units in the location does not constitute the proper use of this land. There is a continued need for affordable single and two family homes and would be a more suitable use of the tracts in question.

From: ROGER FUHRMAN
To: Cromwell, Nicole
Subject: [EXTERNAL] Zone change Dorn Property and Homes
Date: Tuesday, January 3, 2023 9:26:31 AM

From:Roger Fuhrman, 191 Legends Way, Billings
I am writing an opposition to the zone changing for the Dorn property and homes request. I feel the zoning proposal is not significantly different from previous proposals and that it remains essentially a high density apartment development. I offered the following considerations.
Monad is a two-lane traffic street including the east west flow at the Monad/Shilo roundabout. Considering the expected traffic from the apartments yet to come online south of Monad, the medical school and the adjacent campus I feel Monad will be insufficient to effectively handle this increased traffic.
This area is already the highest density area in Montana and this development does nothing to address infrastructure needs it will further impact including police, fire, school and traffic. These costs will be shifted to the city of billings and county of Yellowstone.
I feel it is short-sighted to focus on maximizing profits for developers and shifting burden for infrastructure development to Billings and Yellowstone County. I feel the so-called expected increase tax revenue will not come close to covering increased cost. I am there for opposed to this proposed development. Monad is The logical dividing line in this area between high density development and single to smaller condo units.
Thank you for your consideration.
Roger Fuhrman

December 30, 2022

Attn: City/County Planning Division
RE: CITY Zone Change 1021
Project Number: PZX-22-00289

We are vehemently opposed to the city zone change 1021, this development does not comply with many of the 10 criteria used for review of zoning changes.

As a current home owner at 4185 Obie Ln, building the home on an undeveloped lot in 2002, we have a vested interest in the zoning change requested. We built the home, at the time, at the edge of Billings, with beautiful views of the Beartooth Mountains and the Rims. Over time, development has changed the environment. We recognize that growth on the West End is inevitable, yet trust that the City of Billings will support growth that is in the best interest of current and future residents. This is the third attempt at zoning to NX3, and the two times prior it has not proceeded likely due to the development planned, safety, objection of the current residents, and the roadway access.

Using some of the criteria, we would like to clarify our opposition:

- **Whether the new zoning will promote public health, public safety and general welfare?** While we are confident that the building will adhere to city stated codes, the addition of 550 units and potentially 1100 residents or more will not promote public safety and general welfare. The traffic that will be pulled into Monad Road as a main thoroughfare, must be taken into consideration. With the addition of the immense apartment complexes on the South portion of Monad, and the pending opening of MCOM/RVU, there will be a large amount of traffic placed onto the same major artery (Monad/Shiloh). The more traffic on Monad, the more the residents of this proposed apartment complex will detour through the existing streets, mostly Bell Avenue, Legends Way, Twin Pines, and now Obie Lane, with the revised recommended compliant change from the city planning commission. None of those streets can safely handle the dramatic increase of traffic. This will put the current and future residents at risk. In addition, Obie Lane and 41st Street are unmaintained county roads with no traffic signs or easements for the volume of traffic, and snow maintenance in the winter.

  Bell Avenue is a right in, right out, and current traffic who want to access Central cut through either Legends West or Morning Star. The volume of individuals will increase due to the traffic pressure that will increase with a left out onto Monad, and the amount of traffic at high pressure times. Bell Avenue is also not adequate to handle the traffic flow today. Morning Star employees park on the north side of the road, leaving, essentially, a single lane for traffic.

The right out onto Shiloh from Bell also crosses the ditch, there is a walking/biking path that crosses the road, limited visual access to the right and high potential for injury/accidents.

Since the development of the large apartment complexes, there have been three occasions where individuals, appearing impaired, at very late hours while out in the yard with our pets (11pm to 2am), have been found wandering through the adjacent field to our home, in the dark, looking for a boyfriend in one situation, a main road in another, and in the third a woman crying hysterically unable to be stopped. In all situations, the individuals were offered police involvement and all scampered away into the dark of the field quite quickly. This has always been a safe environment, and thoughtful development will keep it as such.

- **Whether the new zoning will affect motorized and nonmotorized transportation?** The existing roads, Bell Avenue/Obie Lane/41st Street, cannot sustain the proposed dramatic increase in traffic. This increase, because there is only one side developed with a sidewalk and drain, will increase a risk to the current residents on Bell Avenue, and any pedestrians using this road for access to the Shiloh walking path. We want to again state that Bell Avenue is essentially a single wide road and it is NOT appropriate to increase traffic on that road at the level that is proposed especially if the Big Pine Court road is gated. Again, with the proposed growth that will increase motor vehicle traffic on Shiloh will force vehicles to a different path. This will be further exacerbated if Twin Pines gates their community. Obie Lane and 41st Street are unmaintained county roads without traffic signage and sidewalks, intended for a minimal number of vehicles to drive throughout the subdivision.
- **Whether the new zoning considers the character of the district and peculiar suitability of the property for particular use?** The application states that the proposed zoning provides "a transition to single-family and twin home residential uses to the north and single family uses east". This is largely overstated. The transition, based on the zoning requests, move very quickly and in a cumbersome way directly to the apartment complex (NX3). The developers force a small area of N2 and NX1 as what they consider a buffer, which will only give a small transition from high value single family large lot homes into very compressed population. **It is our recommendation that the character that exists currently (N2)**, be continued North of the Bannister Drain and East of 48th Street. This will maintain the character of the current developments, and the character of the district. The Bannister Drain creates a natural barrier between these neighborhoods and the developments south of Monad.
- **Whether the new zoning will conserve the value of buildings?** There is no accommodation or assumption that the proposed zoning would conserve the value of current homes (buildings). The existing Bell Estates subdivision, where the bulk of the traffic will pass by design, will see a decrease in the value to the current owners, and likely decrease re-sale. Individuals, especially those with families, will not want to risk purchasing in a high traffic area that was not built with that intent. This is currently a subdivision with homes of value, spacious lots, and limited traffic. The proposed zoning and development plan will put all of that value at risk, therefore there is no reason to

assume the value will be conserved. While some studies state that multi-family dwellings increase single home values, in this situation, the traffic alone will create a perfect scenario for decrease in the ability to sell the existing homes.

- **Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings?** While it does not go unnoticed that affordable housing is needed in Billings, there are numerous options for providing affordable housing that are not large apartment complexes that deter from the existing communities. If development continues as proposed, NX3 will continue to 48th street (will foster similar development from this point forward). The traffic will continue, the congestion will continue, and it will deter from the value of the land and existing developments. In addition, the city definition of affordable housing is not what many individuals are seeking. They are seeking a home they can own, first home often, where they can establish some equity to subsequently sell and purchase the next home. Apartments, by design, generate transient individuals. Those who are primarily looking for temporary housing while they look for more affordable options, finish school, or are between more permanent residences.

We are opposed to the currently proposed zoning change and want to go on record with the opposition. Further, it is our recommendation that the planning division and city council consider the current surrounding property types when making a decision, use the Bannister Drain as a natural defining border between current development of N2/RR1 and the large PUD development which includes MCOM/RVU campus, St. Vincent Healthcare Medical Offices, and existing NX3 complexes. In addition, we would recommend retaining a consistent N2 zoning, with a maximum of NX2 zoning.

Generally, our request is to keep the NX3 apartment developments to the West of Monad, do not set a precedence for more NX3 large apartment complexes. We implore you deny this zoning request.

Kind Regards,
Lincoln and Judi Powers
4185 Obie Ln
Billings, MT 59106
406-855-5149
powersjudi@gmail.com
lincolnpowers@gmail.com

From:	Kim Welzenbach
To:	Council; Cole, Bill
Cc:	Cromwell, Nicole; Steve Simonson; daniel@billingschamber.com
Subject:	[EXTERNAL] Support for PND Project
Date:	Tuesday, January 3, 2023 1:47:10 PM
Attachments:	image001.png

Good afternoon Mayor Cole, City Council members and City staff:

I am writing today to add our support to the upcoming building/development project being reviewed today and coming before Council on the February 13th agenda.

Thank you,
Kimberly Welzenbach, CEO

"In the middle of difficulty lies opportunity."

- *Albert Einstein*

Kimberly Welzenbach, Executive Officer
Home Builders Association of Billings
1645 Avenue D, Suite F
Billings, MT 59102
406/252.7533 OFFICE
406/248.8611 FAX
https://hbabillings.net/

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Phone: 406.248.7145 ♦ Fax: 406.248.7478
www.Billings.org ♦ BoardOffice@Billings.org

December 28, 2022

City of Billings
ATTN: Mayor Cole and City Council
PO Box 1178
Billings, MT 59103

Dear Mayor Cole and City Council Members,

At our recent West Billings Task Force meeting, John Halvorson, the planner from Sanderson Stewart on the Vista West C/S 2828 project presented to our group. With the changes suggested at the task force meeting to improve neighborhood traffic patterns, I would like to add our support for the project as amended.

On behalf of the Government Affairs and Economic Development Committees, I am adding our support for the proposed housing units that are associated with this development. While BAR's focus is on home ownership, we feel that increasing the housing supply will help our community.

Thank you all for your service and leadership to our community!

Sincerely,

Steve Simonson
Steve Simonson
Government Affairs Director

From: Terri Kaufman
To: Cromwell, Nicole
Subject: [EXTERNAL] City Zone Change 1021-Vista West-PND
Date: Thursday, December 29, 2022 11:34:13 AM

Dear Billings Metropolitan Planning Organization:

The design of the project as presented at the Pre-application Neighborhood Meeting for Annexation and Planned Neighborhood Zone Change Certificate of Survey No. 2828, Tracts 1 and 2, is excessive on many levels. The total dwelling units is listed as 582. Planning to place 582 people, and more likely at least double that number, on those small tracts of land will not solve any of the problems Billings has. Fewer dwellings would allow for yards, rather than asphalt, and add to the quality as opposed to the quantity in the space.

At the October 25, 2022, Pre-Application Neighborhood Meeting, the developer stated that there were 4,300 jobs open in Billings. In the year since changes to this tract of land were introduced, the city council has stamped for approval apartment complexes very similar to the one proposed in this application in at least four other spots in the Billings area. These complexes will add approximately 2,000 new rentals. Considering these additions and additions of the numerous apartments that are already built to the west and south of this area, are we going to end up with many empty apartment buildings in Billings? How is the city planning for these abandoned spaces?

In addition, the excessive traffic and parking concerns with adding 582 dwellings in the area have not been sufficiently addressed. Please do not approve the plan as proposed.

Sincerely,
Terri Kaufman
110 Big Pine CT
Billings, MT 59106

City Council Regular

Date:	02/13/2023
Title:	Annexation Agreement with Dorn/Lowe LLC and Dorn Property & Homes, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with Dorn/Lowe LLC and Dorn Property & Homes LLC.

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

City Council will consider annexation of Tracts 1 and 2 of Certificate of Survey 2828. The property proposed to be annexed is located west of Shiloh Road and south of Bell Avenue. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site and construction of water, sanitary sewer, and storm drain. The Annexation Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access;
- Requirements for extension of public water and sanitary sewer mains within the development;
- Construction of curb and gutter and sidewalk along the Bell Avenue property frontage; and
- Outlines requirements for a traffic impact study.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owners; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There are several requirements of the Annexation Agreement that would not be required upon site development. Section 2 requires that a 15-foot wide easement be dedicated along the southern boundary of the property. Section 4 requires that the Monad Drain easement be dedicated to the City. Section 5 requires the dedication of public right-of-way, if needed.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Annexation Agreement

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 23 _____, by and between Dorn/Lowe LLC and Dorn Property & Homes LLC, P.O. Box 81524, Billings, Montana 59108-5124 hereinafter referred to as "DEVELOPERS," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPERS and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPERS are the owners of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Tracts 1 and 2 of Certificate of Survey No. 2828, Situated in the NE ¼ of Section 10, T 01S, R 25E, P.M.M., in the City of Billings, Yellowstone County, Montana

Above referenced property is hereinafter referred to as "Developer Tracts"

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent upon an Annexation Agreement being executed between CITY and DEVELOPERS to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tracts will be accessed by way of either of two options. The option the developer will be required to construct will be based on Council action related to the connectivity requested as part of Planned Neighborhood Development Zone Change 1021:

a. Three Access Points: One access from Bell Avenue, one from Obie Lane, and one from Rocky Vista Way. The approach locations and geometry shall be approved by the CITY.
b. Two Access Points: Two accesses from Rocky Vista Way. The approach locations and geometry shall be approved by the CITY.

2. *Sanitary Sewer.* Developer Tracts will be served by extending the existing 24-inch sanitary sewer main within a 15-foot-wide public easement or public right-of-way along the entire south boundary of Tracts 1 and 2 of Certificate of Survey 2828 and along the entire south boundary of Tract 1 of Certificate of 3358. The main is located approximately 390 feet east of Tract 1 of Certificate of Survey 2828. The size and depth of the sanitary sewer main shall be reviewed and approved by the City. DEVELOPERS will be responsible for installing the sanitary sewer system at the time of the development or reimbursing the City for the DEVELOPERS' portion of the Sanitary Sewer, if installed by the City. At the request of the DEVELOPERS, City staff will forward a Compensation Agreement to City Council for one-half of the cost of the sewer main construction for Council approval. DEVELOPERS shall dedicate a 15-foot wide public easement along the southern boundary of the Developer Tracts for the 24-inch sanitary sewer main.

   DEVELOPERS shall also install a public sanitary sewer main at the time of development within a public easement that can accessed directly from Obie Lane and Bell Avenue in the future.

   DEVELOPERS shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. *Water.* The Developer Tracts will be served by existing water mains located in Bell Avenue and Rocky Vista Way. Water mains shall be looped and connected from Bell Avenue to Rocky Vista Way by DEVELOPERS and stubbed to the Obie Lane terminus. The water main shall be located in a public easement. Water main size shall be reviewed and approved by the City.

   DEVELOPERS shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. *Storm Drain.* The DEVELOPERS will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018). Developers shall dedicate to the public the

area along Developer Tracts fronting Rocky Vista Way for the existing Monad Drain/Shiloh Drain (approximately 55-feet wide).

5. *Right-of-Way.* Public right-of-way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations.

6. *Street Construction, Widening and Sidewalks.* DEVELOPERS shall construct curb and gutter, street widening, and boulevard sidewalk along Bell Avenue fronting the Developer Tracts. DEVELOPERS shall be responsible for construction of curb and gutter, street improvements, storm drain, and sidewalk along any right-of-way that is dedicated in the future upon development of Developer Tracts.

7. *Multi-use Trail*. DEVELOPERS are responsible for construction of any multi-use trails or sidewalks that may be identified and required by the City within the traffic impact study.

8. *Future Intersection Contributions.* A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPERS contributions to future intersection improvements if development exceeds 500 trips/day. The traffic impact study must take pedestrian and multi-modal travel into effect and make recommendations for any connections or improvements necessary. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPERS.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements

District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

"DEVELOPERS" Dorn/Lowe LLC
By: _____
Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Dorn/Lowe LLC, and who acknowledged to me that said DEVELOPERS executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPERS" Dorn Property & Homes LLC
By: _____
Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Dorn Property & Homes LLC, and who acknowledged to me that said DEVELOPERS executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

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

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

Tracts 1 and 2 of Certificate of Survey No. 2828 (Document No. 1767966), Situated in the NE ¼ of Section 10, T 01S, R 25E, P.M.M., in the City of Billings, Yellowstone County, Montana, of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.

"DEVELOPERS"

Dorn/Lowe LLC
By: _____
Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Dorn/Lowe LLC, and who acknowledged to me that said DEVELOPERS executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPERS" Dorn Property & Homes LLC
By: _____
Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Dorn Property & Homes LLC, and who acknowledged to me that said DEVELOPERS executed the same.

City Council Regular

Date:	02/13/2023
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-15
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

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

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

Dorn Property and Homes, LLC and Dorn/Lowe, LLC have petitioned for annexation using the provisions of Section 7-2-4600, MCA. The property is located south of Central Avenue and West of Shiloh Road. The property is described as Parcel 1 and 2 of Certificate of Survey 2828. The land is legally described as Tracts of Land situated in the NE 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows: Tracts 1 and 2 of Certificate of Survey No. 2828, recorded December 20th, 1994, under Document No. 1767966. Including the Drain Ditch Right-Of-Way being 55 feet in width and lying adjacent and between the south line of said Tracts 1 and 2 and the east-west mid-section line of said Section 10. Said annexation containing 27.810 gross and net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing is scheduled for February 13. Upon approval the second reading will occur on February 27, 2023.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 23-_____

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

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

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

Tracts of Land situated in the NE 1/4 of Section 10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tracts 1 and 2 of Certificate of Survey No. 2828, recorded December 20th, 1994, under Document No. 1767966.

Including the Drain Ditch Right-Of-Way being 55 feet in width and lying adjacent and between the south line of said Tracts 1 and 2 and the east-west mid-section line of said Section 10.

Said annexation containing 27.810 gross and net acres, more or less.
(# 21-15) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 23-_____ approving the annexation of the above territory, whichever date is later.

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

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

PASSED by the City Council on the first reading this 13th day of February, 2023.

PASSED by the City Council on the second reading this 27th day of February, 2023.

THE CITY OF BILLINGS:

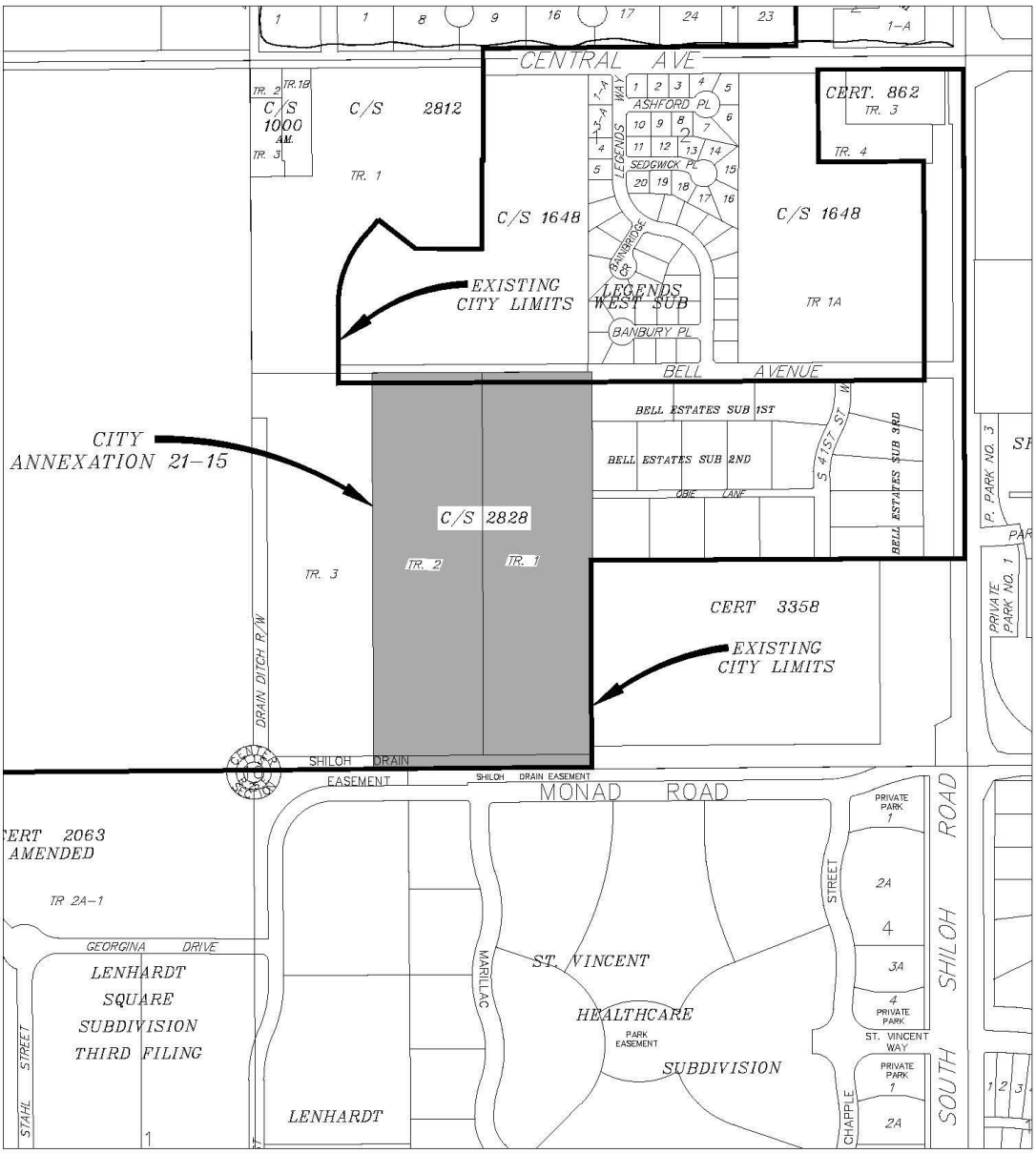
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-15)

EXHIBIT "A"


CENTRAL AVE
C/S 2812
C/S 1000 AM.
TR. 1
TR. 2
TR. 3
C/S 1648
EXISTING CITY LIMITS
ASHFORD PL
SEDGWICK PL
LEGENDS WAY
BANGRIDGE CR.
LEGENDS WEST SUB
BANBURY PL
CERT. 862
TR. 4
TR 1A
BELL AVENUE
BELL ESTATES SUB 1ST
BELL ESTATES SUB 2ND
BELL ESTATES SUB 3RD
S 41ST ST
OBIE LANE
CITY ANNEXATION 21-15
C/S 2828
TR. 3
CERT 3358
EXISTING CITY LIMITS
DRAIN DITCH R/W
SHILOH DRAIN EASEMENT
MONAD ROAD
SHILOH ROAD
PRIVATE PARK NO. 1
PRIVATE PARK NO. 3
CERT 2063 AMENDED
TR 2A-1
GEORGINA DRIVE
LENHARDT SQUARE SUBDIVISION THIRD FILING
STAHL STREET
LENHARDT
MARILLAC STREET
ST. VINCENT HEALTHCARE SUBDIVISION
PARK EASEMENT
ST. VINCENT WAY
CHAPPLE

City Council Regular

Date:	02/13/2023
Title:	Public Hearing and Resolution Annexation 22-08
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

Sanderson Stewart on behalf of School District #23 submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Elysian Road and west of East Lane. The land being annexed is described as being Tracts 2B and 2C of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466, as forever merged with Tract 1A of Certificate of Survey No. 832 per Warranty Deed, recorded August 31st, 2022, under Document No. 4028468, including adjacent Right-Of-Way of East Lane.

The property is zoned Planned Development. This is a zoning designation that is recognized by the City and does not require an accompanying zone change application. The area adjacent to the parcels to be annexed is part of Elysian Elementary School. The purpose of the annexation to expand school facilities for a bathroom facility, ball field and track.

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

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map as evidenced by the attached map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city. The Annexation Agreement (conditional approval) is the binding contractual agreement that identifies requirements of the City and the Developer to ensure services are provided in a mutually agreed to time. The Annexation Agreement will be considered at this same City Council meeting. The developer is required to meet this condition within 45 days per the attached resolution.
3. Existing or proposed public improvements within the area to be annexed will meet City standards. The existing property is vacant and planned infrastructure will be new and is required to meet the City's regulations. The Annexation Agreement which is a condition of approval will outline public improvements required of the developer as part of developing the property. The only way this property could be developed in the city not according to adopted policies and regulations would require action from City Council or the Board of Adjustment to grant variances allowing deviations from adopted codes.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts. A standalone waiver is required as a condition of approval for this annexation. This waiver is attached to the Annexation Agreement. The waiver is good in perpetuity and is not subject to the 20-year limitation as identified in the Montana Subdivision and Platting Act.
5. If annexed, any proposed land use will comply with the zoning.
    1. A zone change is not required as part of this annexation. The parcel is zoned School Buffer Zone A per the PD document with an underlying zoning of Highway Commercial. Educational services are an allowable use.
6. Residential densities planned for development within the area to be annexed must meet an overall average density of at least 4-7 dwelling units per acre: This criteria is not applicable given the educational use of the property.
7. The proposed land use within the area to be annexed shall conform to the goals of the City of Billings Growth Policy. This parcel is most in line with the following:
    1. Essential Investments - A supportive school system that inspires, motivates, and prepares students for meaningful employment is important for ensuring a high quality, competitive community

Departmental Response: City and County Departments were given the opportunity to comment on this annexation.

City departments responded favorably and detailed responses are provided below.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The developer is responsible for the proportionate share of installation of a sanitary sewer main along East Lane along the property frontage in the future either through a Private Contract or a Special Improvement District.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from Elysian Road and East Lane. Public Right-of-way along Elysian Road and East Lane will be dedicated to the City of Billings.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #5, located at 605 S 24th St W, approximately 2.92 road miles or 6 minutes driving time to the subject property.
- Parks: No Parkland or trails will be required as part of this annexation.
- School facilities: The School district did not raise any special requests or concerns during their review of their own proposal, other than a request for its approval.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- Transit: The annexed area is not directly serviced by a MET Route. The nearest route, MET Route 13, WESTEND, which currently operates through the intersection of Mullowney Lane and Midland Road traveling North, which is the nearest accessible point to the property. This intersection is approximately 1 mile from the proposed annexation location via roadway. MET does not anticipate that fixed-route service would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- Police: This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Despite recent passage of a safety levy, continued annexation and development will affect our ability to deliver service without commensurate resources.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative affect, therefore, City Council is being provided with a recommendation of approval.

STAKEHOLDERS

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

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or

- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance.

On December 13, 2022, the annexation petition was submitted to the Planning Division by the owner's agent. On February 13, 2023, the City Council is scheduled to take action on the petition.

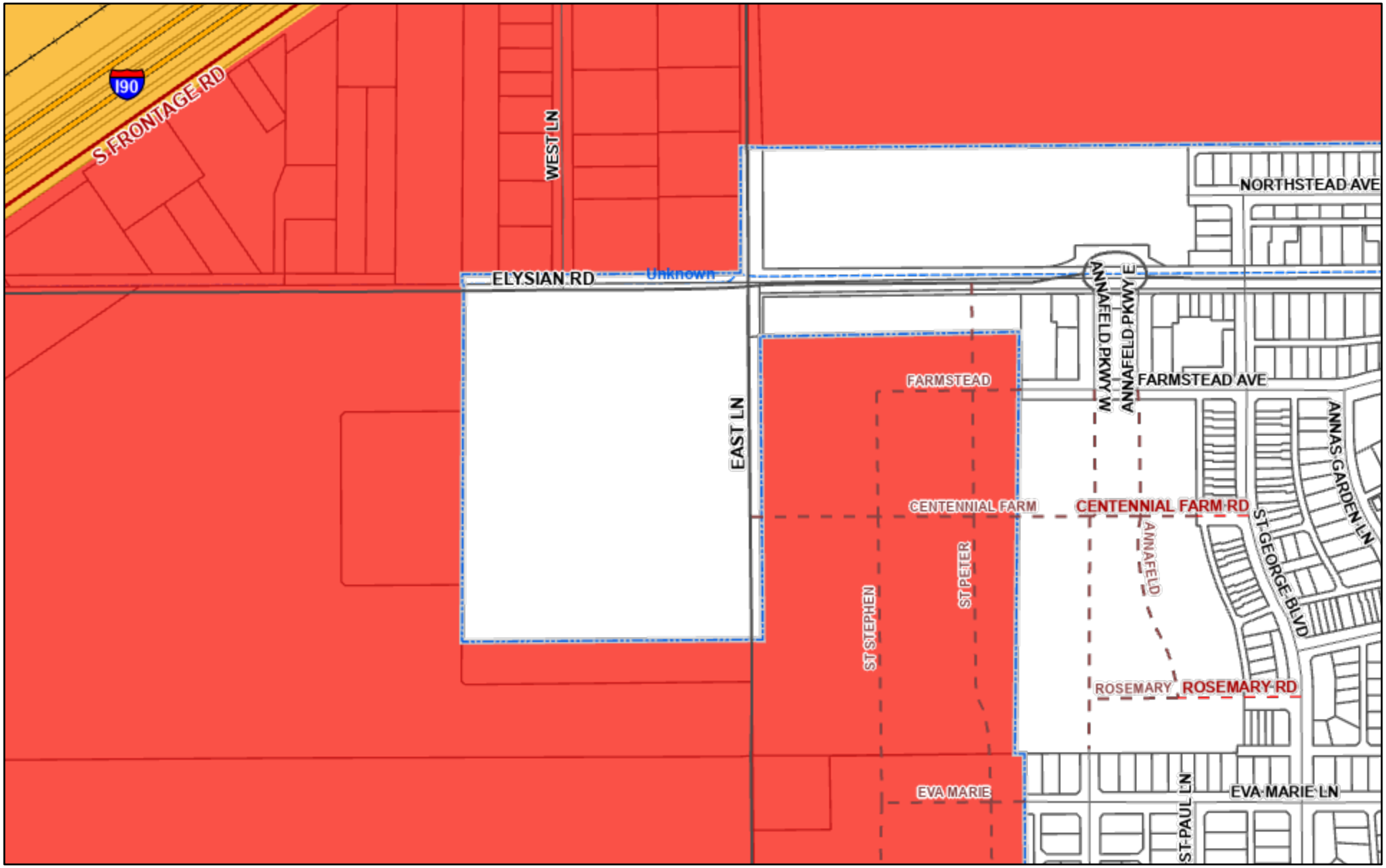
FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map
Resolution

ArcGIS Web Map



1/19/2023, 11:05:03 AM

1:6,629

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Limits of Annexation
- City Annexation Petition Area
- Long Range Urban Planning Area

Streams, Ditches, Canals
- Other
- Tax Parcels

Billings City Limits

Railroad

Road Centerline
- INTERSTATE
- ARTERIAL

Web AppBuilder for ArcGIS

RESOLUTION NO. 23 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

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

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

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

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

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tracts of Land situated in the NE 1/4 of Section 24, T.1S., R.25E, P.M.M., and the NW 1/4 of Section 19, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tracts 2B and 2C of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466, as forever merged with Tract 1A of Certificate of Survey No. 832 per Warranty Deed, recorded August 31st, 2022, under Document No. 4028468.

Including adjacent Right-Of-Way of East Lane.

Said annexation containing 6.068 gross acres and 5.909 net acres, more or less.

(# 22-08) See Exhibit “A” Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver

of Right to Protest the Creation of Special Improvement Districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

4. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

5. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 13th day of February, 2023.

CITY OF BILLINGS:

BY: _____

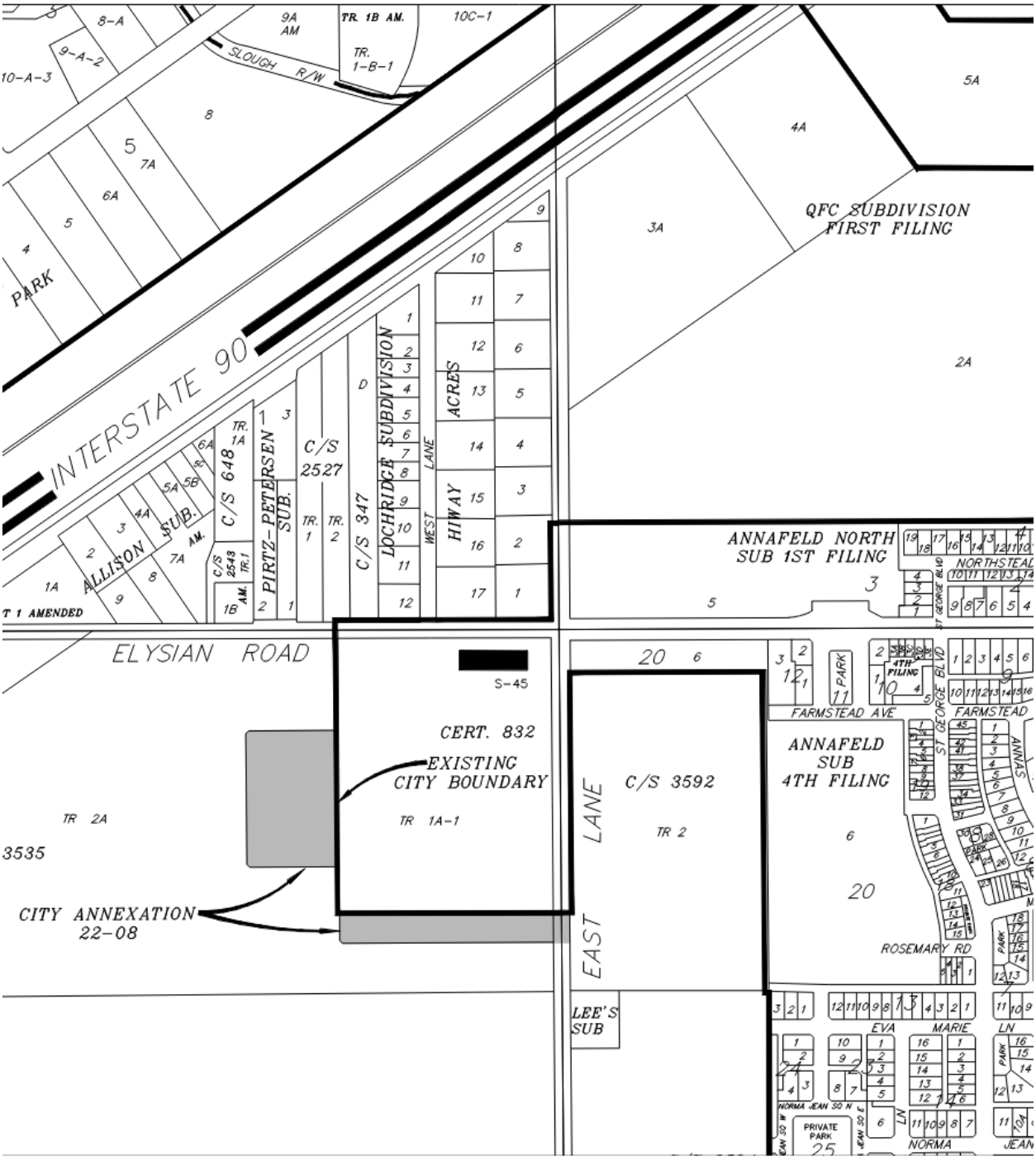
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk
(# 22-08)

EXHIBIT "A"


INTERSTATE 90
SLOUGH R/W
TR. 1B AM.
TR. 1-B-1
9A AM
10C-1
8-A
9-A-2
10-A-3
8
5
7A
6A
4
PARK
5A
4A
3A
2A
QFC SUBDIVISION FIRST FILING
C/S 648
TR. 1A
ALLISON SUB.
C/S 2543 TR.1
1B AM.
PIRTZ-PETERSEN SUB.
C/S 2527
TR. 1
TR. 2
C/S 347
LOCHRIDGE SUBDIVISION
ACRES
WEST LANE
HIWAY
ANNAFELD NORTH SUB 1ST FILING
NORTHSTEAD
ELYSIAN ROAD
S-45
CERT. 832
EXISTING CITY BOUNDARY
TR 1A-1
TR 2A
3535
CITY ANNEXATION 22-08
EAST LANE
C/S 3592
TR 2
20
6
PARK
4TH FILING
FARMSTEAD AVE
FARMSTEAD
ST GEORGE BLVD
ANNAFELD SUB 4TH FILING
ROSEMARY RD
LEE'S SUB
EVA
MARIE
LN
NORMA JEAN 30 N
NORMA JEAN 30 E
PRIVATE PARK
NORMA

City Council Regular

Date:	02/13/2023
Title:	Annexation Agreement with Elysian School District No. 23
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with Elysian School District No. 23.

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

City Council will consider annexation of Tracts 2B and 2C of Certificate of Survey 3535. The property proposed to be annexed is located along the west side and south side of Elysian School. Elysian School desires to develop the property as athletic fields. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site, construction of water, sanitary sewer, and storm drain. The Annexation Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access;
- Requirement for extension of water and sanitary sewer mains along East Lane; and
- Outlines requirements for traffic impact study.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There is one condition of the Annexation Agreement that would not be required upon site development. Section 5 requires the dedication of public right-of-way, if needed.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Annexation Agreement

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 23 _____, by and between Elysian School District #23, 6416 Elysian Road, Billings, Montana 59102 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

> Tracts 2B and 2C of Amended Certificate of Survey No. 3535, Situated in the NE ¼ and the NW ¼ of Section 24, T 01S, R 25E, P.M.M., in the City of Billings, Yellowstone County, Montana
>
> Above referenced property is hereinafter referred to as "Developer Tracts"

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tracts will be accessed by way of existing accesses to Elysian School along East Lane and Elysian Road. No new

approaches to Elysian Road or East Lane are contemplated with this agreement.

2. *Sanitary Sewer.* Developer Tracts shall be responsible for their proportionate share of installation of a sanitary sewer main along East Lane along their frontage in the future either through a Private Contract or a Special Improvement District. The size and depth of the sanitary sewer main shall be reviewed and approved by the City.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. *Water.* The Developer Tracts shall be responsible for their proportionate share of installation of a water main along East Lane in the future either through a Private Contract or a Special Improvement District.

   There are two approved reimbursement agreements for the water main along the Developer Tracts. If DEVELOPER connects into the water main, they will be responsible for payment in accordance with the reimbursement agreements.

   DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Public right-of-way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations.

6. *Street Construction, Widening and Sidewalks.* DEVELOPER shall construct curb and gutter, street widening, and boulevard sidewalk along East Lane fronting the Developer Tracts. These improvements may be done through a Special Improvement District or private contract. The design and location of the curb and gutter, street widening, and sidewalk shall be in accordance with plans and specifications submitted to and approved by the City.

7. *Multi-use Trail*. DEVELOPER is responsible for construction of any multi-use trails or sidewalks that may be identified and required by the City.

8. *Future Intersection Contributions.* A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements if development exceeds 500 trips/day. The traffic impact study must take pedestrian and multi-modal travel into effect and make recommendations for any connections or improvements necessary. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

"DEVELOPER"

Elysian School District #23

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Elysian School District #23, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

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

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

Tracts 2B and 2C of Amended Certificate of Survey No. 3535, Situated in the NE ¼ and the NW ¼ of Section 24, T 01S, R 25E, P.M.M., in the City of Billings, Yellowstone County, Montana

"DEVELOPER" Elysian School District #23

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of Elysian School District #23 and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

City Council Regular

Date:	02/13/2023
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 22-08
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

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

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

Sanderson Stewart on behalf of School District #23 submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Elysian Road and west of East Lane. The land being annexed is described as being Tracts 2B and 2C of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466, as forever merged with Tract 1A of Certificate of Survey No. 832 per Warranty Deed, recorded August 31st, 2022, under Document No. 4028468, including adjacent Right-Of-Way of East Lane. Said annexation containing 6.068 gross acres and 5.909 net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading and public hearing is scheduled for February 13, 2023. Upon approval, the second reading will occur on February 27, 2023.

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 23-_____

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

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

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

Tracts of Land situated in the NE 1/4 of Section 24, T.1S., R.25E, P.M.M., and the NW 1/4 of Section 19, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tracts 2B and 2C of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466, as forever merged with Tract 1A of Certificate of Survey No. 832 per Warranty Deed, recorded August 31st, 2022, under Document No. 4028468.

Including adjacent Right-Of-Way of East Lane.

Said annexation containing 6.068 gross acres and 5.909 net acres, more or less.

(# 22-08) See Exhibit “A” Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 23-_____ approving the annexation of the above territory, whichever date is later.

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

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

avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 13th day of February, 2023.

PASSED by the City Council on the second reading this 27th day of February, 2023.

THE CITY OF BILLINGS:

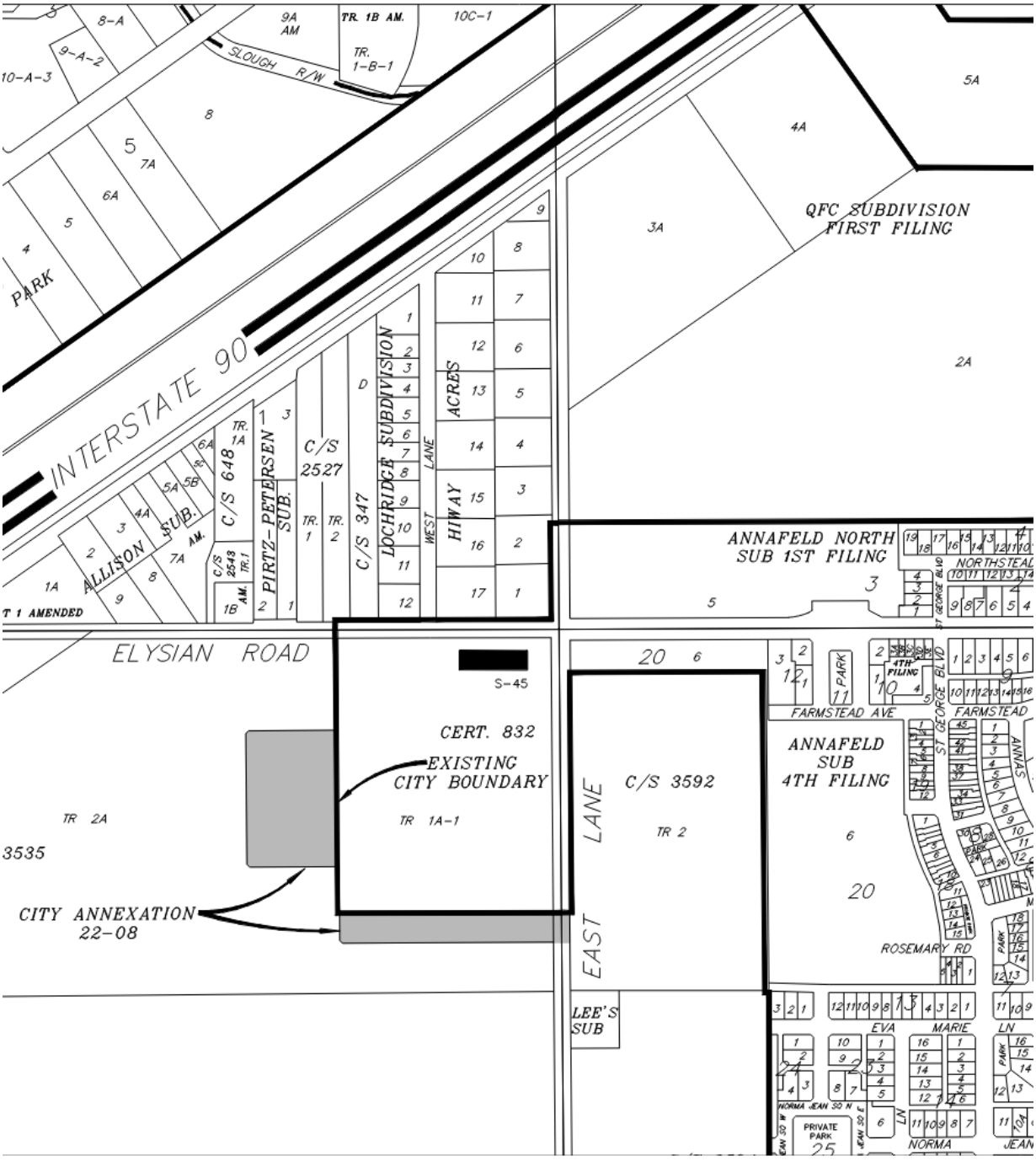
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#22-08)

EXHIBIT "A"


INTERSTATE 90
SLOUGH R/W
TR. 1B AM.
TR. 1-B-1
9A AM
10C-1
8-A
9-A-2
10-A-3
8
5
7A
6A
4
PARK
5A
4A
3A
QFC SUBDIVISION FIRST FILING
2A
ALLISON SUB.
C/S 648
C/S 2543
PIRTZ-PETERSEN SUB.
C/S 2527
C/S 347
LOCHRIDGE SUBDIVISION
ACRES
HIWAY
WEST LANE
ANNAFELD NORTH SUB 1ST FILING
ELYSIAN ROAD
S-45
CERT. 832
EXISTING CITY BOUNDARY
TR 1A-1
TR 2A
3535
CITY ANNEXATION 22-08
EAST LANE
C/S 3592
TR 2
LEE'S SUB
ANNAFELD SUB 4TH FILING
FARMSTEAD AVE
FARMSTEAD
ST GEORGE BLVD
ROSEMARY RD
EVA
MARIE
NORMA
PRIVATE PARK
PARK

City Council Regular

Date:	02/13/2023
Title:	First Reading and Public Hearing - Amending Ordinance 22-5819 Correction of Legal Description
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends City Council approve the first reading to amend Ordinance 22-5819.

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

City Zone Change 1018 was a zone change request from Mixed Residential 1 (NX1 -- 1 to 4 unit buildings) to NX1 and Heavy Commercial (CX) approved with an incorrect legal description on the ordinance. This action is to amend the legal description cited in the ordinance to "WESTERLY PORTIONS OF Lot 9A of Amended Holling Ranch Sub and Parcel A of C/S 451, AS SHOWN ON ATTACHED EXHIBIT A." The property was properly represented in the zone change process, but the legal description read, "on Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451", a 2.91 acre parcel of land. The attached exhibit was not included for verification.

STAKEHOLDERS

The City Council must hold a public hearing to amend the ordinance. The hearing is not on the zone change, but rather the amendment of the legal description. Two readings will be required, one at this meeting and one at the February 27, 2023 Council meeting.

ALTERNATIVES

City Council should:

- Approve the corrected ordinance. The correction to the legal description needs to be approved to properly map and record the change in zoning for the property that was approved by the Council.
- Denying the amendment will create a continued inconsistency with the legal description and is not in the interest of the City or the landowner.

FISCAL EFFECTS

This item has no impact on the Planning Division budget.

SUMMARY

The original ordinance (copy) and the corrected ordinance are attached.

Attachments

Original Ordinance
Corrected Ordinance

DocuSign Envelope ID: BEE53D9C-4604-4CE7-9AC4-289701292604

ORDINANCE 22-5819

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON LOT 9AOF AMENDED HOLLING RANCH SUB AND PARCEL A (LESS 815 SF FOR BENCH ROW) OF C/S 451

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

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

Section 2. **DESCRIPTION. Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451**, is presently zoned **Mixed Residential 1 (NX1 – 1 to 4 unit buildings)** and is shown on the official zoning map within this zone.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lot 9A of Amended Holling Ranch Sub and Parcel A (less 815 sf for Bench ROW) of C/S 451,** is hereby changed from **Mixed Residential 1 (NX1 – 1 to 4 unit buildings) to**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **NX1 and Heavy Commercial (CX))** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

DocuSign Envelope ID: BEE53D9C-4604-4CE7-9AC4-289701292604

PASSED by the City Council on first reading this 24th day of October, 2022.

PASSED, ADOPTED and APPROVED on second reading this 14th day of November, 2022.

DS

SEAL

CITY OF BILLINGS

DocuSigned by:

BY: William A Cole

William A. Cole, Mayor

Attest:

DocuSigned by:

BY: Denise Bohlman

Denise R. Bohlman, City Clerk

Zone Change 1018, 2110/2116/2130 Bench Blvd.

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON THE WESTERLY PORTIONS OF LOT 9A OF AMENDED HOLLING RANCH SUB AND PARCEL A OF C/S 451, BE AMENDED AS SHOWN ON ATTACHED EXHIBIT A

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

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

Section 2. **DESCRIPTION.** All of **Lot 9A of Amended Holling Ranch Sub and Parcel A of C/S 451**, is presently zoned **Mixed Residential 1 (NX1 – 1 to 4 unit buildings)** and is shown on the official zoning map within this zone.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for the **westerly portions of Lot 9A of Amended Holling Ranch Sub and Parcel A of C/S 451, as shown on the attached "Exhibit A",** are hereby changed from **Mixed Residential 1 (NX1 – 1 to 4 unit buildings) to Heavy Commercial (CX)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **to Heavy Commercial (CX)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 13th day of February, 2023.

PASSED, ADOPTED and APPROVED on second reading this 27th day of February, 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

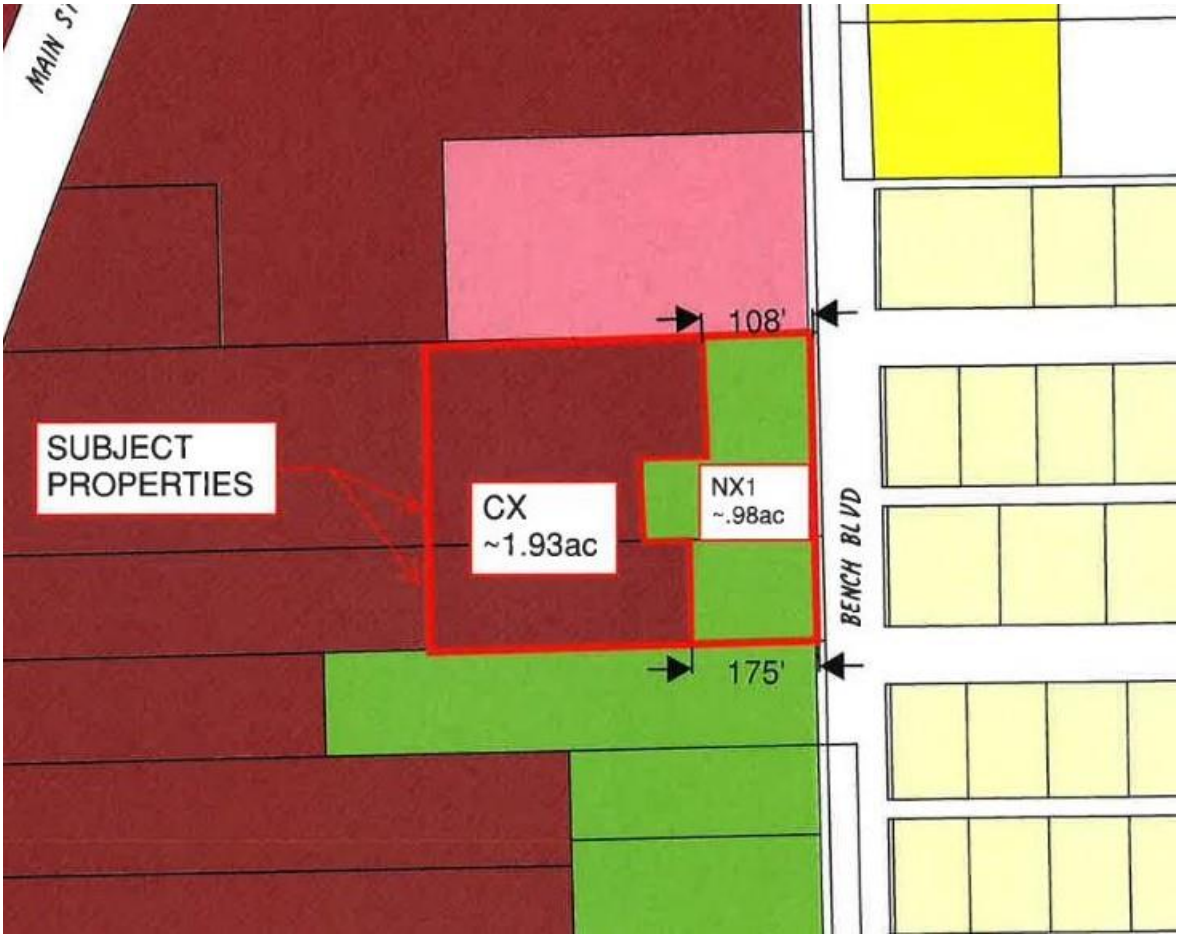
BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1018, 2110/2116/2130 Bench Blvd. – correcting the legal description of Ordinance 22-5819

EXHIBIT A

ZONE CHANGE 1018



City Council Work Session

Date:	02/13/2023
Title:	City Council Ward Boundary Amendments - Public Hearing and First Reading of Ordinance
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends City Council conduct a public hearing and approve the Ward Boundary Amendment Ordinance on first reading to update the City Council Wards per population changes following the 2020 Census.

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

Per the Billings City Charter and State Statute, the City Council updates its City Council Ward Boundaries following each Decennial US Census to ensure the population in each City Ward is as equal as possible to ensure equal voting strength and representation. Data from the US Census was made available in 2022 and staff has worked with City Council to prepare Ward Boundary amendments per the Ordinance and Ward Map attached to this memo. The Council is scheduled to take action on first reading of the ordinance at this meeting to ensure it can provide the updated Ward Boundary information to the County Elections Administrator in advance of the deadline for candidates to register for the 2023 Primary Election for City Council.

Article 3 of the City of Billings Charter requires election wards with 10 Council Members and two Council members representing each ward. Chapter 11 of the City Code requires that ward boundaries be described in an ordinance and shown on a map. State Code Section 7-5-4401 requires that cities of the first class (Billings) have between 4 and 10 wards and that the population in each be as equal as possible. This ensures that, per the US and Montana Constitutions as well as case law, voters have equal voting strength and representation with their elected governing bodies. In jurisdictions like Billings that have more than one election district, equal voting power and representation are accomplished by equalizing the population as much as possible among all of the election districts.

Redrawing election boundaries has a judicially approved set of mandatory and a set of discretionary criteria. From the outset, staff focused its efforts on changes that meet the mandatory criteria, such as equalized population and contiguous and compact shapes of wards. The most common discretionary criteria are to use geographic or topographical features as boundaries and borders that use existing political unit boundaries - like roads, ditches, rivers, etc. There are areas of the City with little or no population as they are commercial areas, and there are areas with greater density of population and those with less. As depicted on the attached map that accompanies the ordinance, to get the 5 Wards to be within less than 1% deviation in population from the idea Ward population staff had to select some small areas of several Wards where there was population to achieve this. The attached map accompanying the ordinance ensures all Wards are within 1% population deviation of the ideal Ward Population of 23,448. The ideal Ward population is calculated by dividing the total number off Wards by the total Census population for 2020 for Billings, including population in any annexed property up until December 2022 - 117,240/5 = 23,448. The map provides for the populations in all Wards for being within 1% plus or minus of 23,448.

The Billings City Charter requires that Council members reside in the wards that they represent. If a new ward boundary plan was adopted that placed an incumbent in a different ward from the one that elected him/her, that Council member would immediately forfeit his/her seat because s/he would no longer reside in the ward that elected him/her. The proposed ward boundary update does not affect any current Council members in terms of their place of residence and the ward they represent.

The City's 2020 population per the 2020 Census data and including any annexations through December 2022 is 117,240. The 2010 Census data set the City population at 104,170. The increase in population since the 2010 Census is most significant in Ward 4 at 25,722. This creates a significant imbalance with Ward 1 that has a current population of 20,580. Staff has reviewed the populations in the wards and also looked at election district boundaries, and has developed a recommendation for Council to make changes between Ward 1 and Ward 4 and several other small adjustments between other Wards to achieve nearly equal Ward populations. This proposal appears to be the most straight forward way to make the necessary changes with the least effect on the five wards boundaries overall.

Staff first brought proposed Ward Boundary updates to the City Council at a Work Session on October 5, 2022.

Following this meeting, staff found that the methodology for calculating the ideal ward population and bringing the Wards within 1% was incorrect and the process was revised. Staff brought the Ward Boundary updates back to Council at its Work Session on December 5, 2022. After hearing recommendations and discussions as to how to adjust the Ward boundaries to best represent the Wards and try and make the boundaries between Wards a little cleaner, staff made further modifications to the map and shared the revisions via email with Council on December 22. Council was generally supportive of the revised map and staff prepared to share the changes in a public forum. A Ward Boundary Update Open House was held on January 11 to share information on the process and background on the City making Ward Boundary changes. About four members of the public attended the meeting and some provided comments and asked questions. The comments included concern the open house had not been well publicized and the Billings Heights continues to be underrepresented by the way the Council Ward boundaries are defined. There were no specific comments as to changes to the Ward Boundaries as proposed.

The 2023 City Government Primary is Tuesday, September 12th and the General is Tuesday, November 7th. The time for candidates to file opens 140 days prior to the Primary, or the third week in April 2023. The City should determine its Ward boundaries prior to the opening day for candidates to file so they know which Ward they reside within. Given the schedule, staff has brought the ordinance for first reading to Council tonight. If Council conducts a public hearing and takes action on the first reading of the ordinance tonight, the second reading will be scheduled for February 27, meaning the ordinance takes effect March 27 and may be sent to the County Elections Administrator in early April, ahead of the deadline.

STAKEHOLDERS

The stakeholders in this process include the residents of Billings that are represented by the City Council and Mayor across the five City Council Election Wards. A public hearing is scheduled for this meeting prior to action on the ordinance amending the Ward Boundaries. A Ward Boundary Update Open House was held on January 11 to share information with the public on the process and background on the City making Ward Boundary changes. About four members of the public attended the meeting and some provided comments and asked questions. The comments included concern the open house had not been well publicized and the Billings Heights continues to be underrepresented by the way the Council Ward boundaries are defined. There were no specific comments as to changes to the Ward Boundaries as proposed.

ALTERNATIVES

There is really only one alternative for the City Council to ensure the City Council Wards are updated before the 2023 City primary election schedule begins, and that is to update the City Council Wards to adjust population distribution as evenly as possible across all five Wards. In this case, the Council has made adjustments that bring all 5 Wards within less than 1% deviation of the ideal Ward population of 23,448 (See attached Ordinance and Ward Boundary Map).

FISCAL EFFECTS

The main fiscal impact from this effort was the staff time involved in collecting the Census data, analyzing it, and then preparing draft Ward maps to show how the adjustments in population would be distributed across the Wards. City GIS, Planning, Legal, the Clerk's Office, and Administration have been involved in this effort in the City, and the County Elections Administrator and County GIS Department also are participating. If the Council fails to adopt a plan prior to the 2023 municipal election or adopts a plan that does not meet the primary criteria for redrawing election boundaries, the decision could be challenged and additional resources would be committed to defending its decisions.

Attachments

Ward Boundary Ordinance and Map
Ward Boundary Redistricting Map

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTION 11-102; CHANGING WARD DISTRICT BOUNDARIES TO REFLECT NEW CENSUS AND GROWTH INFORMATION

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

Section 1. That Section 11-102 of the Billings, Montana City Code (BMCC) is amended as follows:

Sec. 11-102. Ward Boundaries

(a) Pursuant to MCA 7-5-4401 and the Billings City Charter, the boundaries of the five (5) city wards are hereby changed and established. The wards are described by a map based on the Montana Census 2020 Redistricting Blocks and is attached hereto as Exhibit "A" that shall be kept on file in the clerk's office.

(b) As the city boundaries change the ward boundaries will be changed by an ordinance amending this section and the city ward boundaries as established herein. Such change shall be certified to the election administrator as required by MCA 13-3-103(1) not more than ten (10) days after the change. The city ward boundaries will be changed to conform to MCA 7-5-4401 and other provisions of law as required by law. The map herein referred to as Exhibit "A", sufficiently detailed to clearly identify the wards or districts and the territory included in each, shall be kept on file in the clerk's office.

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

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

Section 4**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the 13th day of February, 2023.

PASSED, ADOPTED and APPROVED on second reading this 27th day of February, 2023.

CITY OF BILLINGS

BY:_____

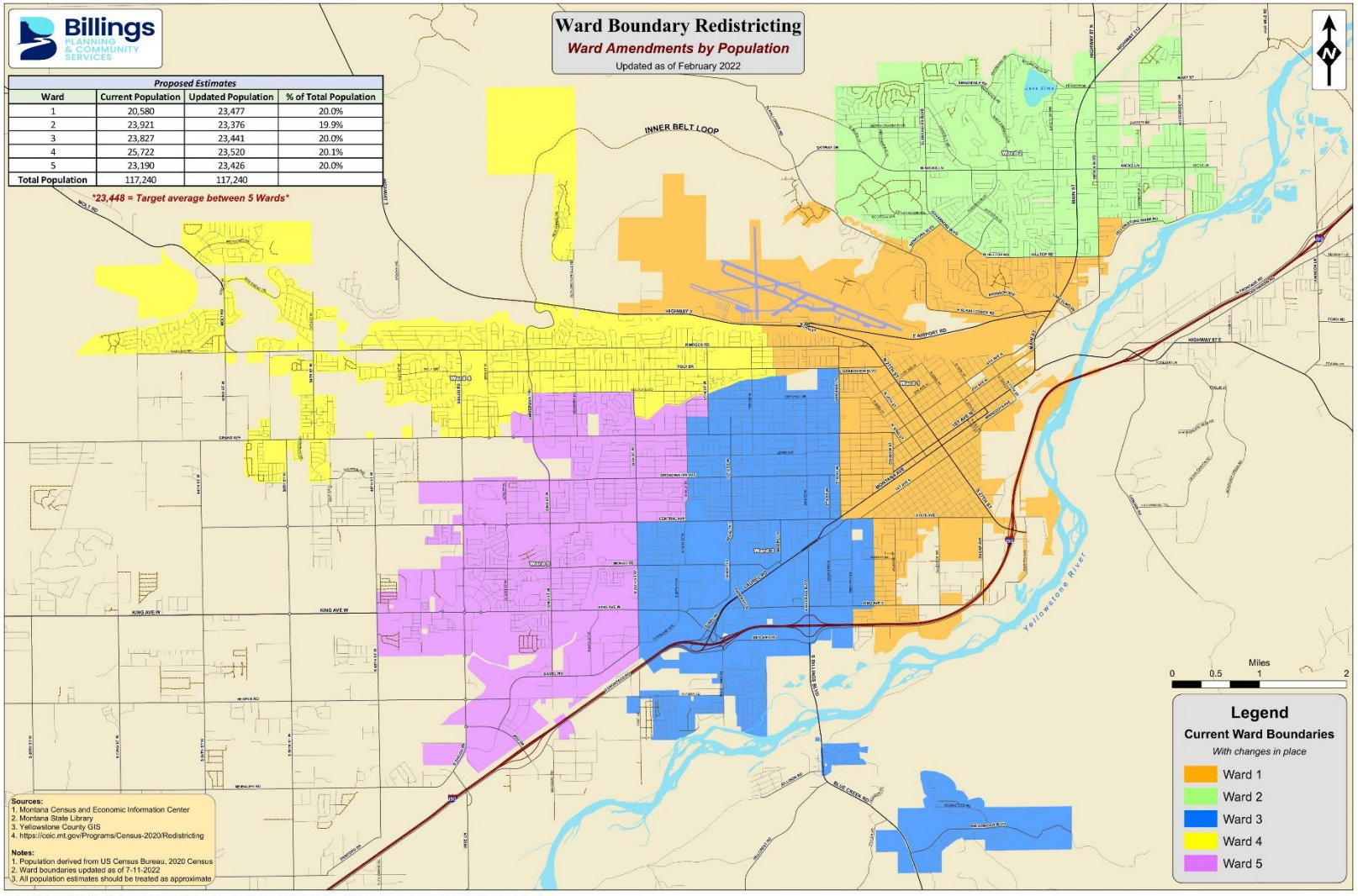
William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Exhibit A



Document Path: \\pw-vr12i07\GIS_Files\Mapping_Projects\Projects\Planning\2022\RFI_0786_WARD_Redistricting_Census_Map\RFI_0786_WARD_Redistricting_Expansion_Final (24x36).mxd Date: 2/1/2023

Billings PLANNING & COMMUNITY SERVICES

Ward Boundary Redistricting

Ward Amendments by Population

Updated as of December 22, 2022

Proposed Estimates			
Ward	**Current Population**	**Updated Population**	**% of Total Population**
1	20,580	23,477	20.0%
2	23,921	23,376	19.9%
3	23,827	23,441	20.0%
4	25,722	23,520	20.1%
5	23,190	23,426	20.0%
Total Population	117,240	117,240	

23,448 = Target average between 5 Wards

Ward 2 to Ward 1

Ward 2 to Ward 1

Ward 4 to Ward 1

Ward 3 to Ward 5

Ward 3 to Ward 1

Ward 3 to Ward 1

Yellowstone River

Miles

0 0.5 1 2

Legend

- Move from Ward 2, 3, 4 to Ward 1
- Move from Ward 3 to Ward 5

Ward Boundary (7-11-2022)

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5

Sources:
1. Montana Census and Economic Information Center
2. Montana State Library
3. Yellowstone County GIS
4. https://ceic.mt.gov/Programs/Census-2020/Redistricting

Notes:
1. Population derived from US Census Bureau, 2020 Census
2. Ward boundaries updated as of 7-11-2022
3. All population estimates should be treated as approximate

Document Path: \\pwu-w12k07\GIS_Files\Mapping_Projects\Projects\Planning\2022\RFI_0786_WARD_Redistricting_Census_Map\RFI_0786_WARD_Redistricting_Expansion (24x36).mxd Date: 1/9/2023