****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 | APRIL 10, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Choriki

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

MINUTES: March 27, 2023

COURTESIES:

PROCLAMATIONS:

- April - Child Abuse Prevention Month
- April - Keep America Beautiful / Great American Cleanup Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3b and 6 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's Mid-Field Service Road Project.** (Opened 3/21/23) Recommend Askin Construction.
2. **Compost Trommel Screen.** (Opened 3/21/23) Recommend Ecoverse.
3. **W.O. 20-46: Landfill Compost Facility, Schedule 1,** including additive alternate 1. (Opened 3/7/23) Recommend K2 Civil, Inc.
4. **W.O. 20-46: Landfill Compost Facility, Schedule 2.** (Opened 3/21/23) Recommend COP Construction, LLC.
5. **W.O. 23-17: Grand Avenue and 3rd Street West.** (Opened 3/7/23) Recommend Knife River.
6. **W.O. 23-35: Hesper Sanitary Sewer Extension.** (Opened 3/7/23) Recommend COP Construction, LLC.

B. **Agreement** for Cloud based route planning and scheduling software with Remix Technologies, LLC.

C. **Agreements** with Montana Roll Off Service, LLC and Tiger Roll Off & Recycling, LLC.

D. **Agreement** with Yellowstone County Sheriff's Department for FY2024 data processing services.

E. **Purchase** 2023 compact track loader from RDO Equipment Co.

F. **Purchase** computer aided dispatch/automated vehicle location software services and equipment from Passio Systems.

G. **Purchase** four (4) heavy-duty diesel transit buses from Gillig, LLC.

H. **Donation** to the Billings Public Library from the Library Foundation.

I. **2023 High Intensity Drug Traffic Area (HIDTA)** award from the Executive Office of the President, Office of National Drug Control Policy.

J. **Recommendation** of approval to the Policy Coordinating Committee for Amendment 4 of the 2020-2024 Transportation Improvement Program.

K. **Resolution** of intent to create SID 1423 and set a public hearing date for May 8, 2023.

L. **Resolution** authorizing the issuance and calling for a public sale for the West End Reservoir bonds.

M. **Second/Final Reading Ordinance** amending Billings, Montana City Code, Section 18-204.

N. **Second/Final Reading Ordinance** for Zone Change 1022, 630 Logan Lane. **Quasi-Judicial*

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

1. March 6, 2023
2. March 13, 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** approving and adopting FY2023 budget amendments. Staff recommends approval.

   - Presented by: Andy Zoeller, Finance Director

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve and adopt FY2023 budget amendments, as recommended by staff.

3. **SID 1419:**

   a. **PUBLIC HEARING AND RESOLUTION** creating SID 1419, Charles Street. Staff recommends approval.

      - Presented by: Debi Meling, Public Works Director

      Recommended Motion: Having conducted a Public Hearing, considered written and spoken public testimony, I move to approve a Resolution creating SID 1419, as recommended by staff.

b. **BID AWARD: SID 1419, CHARLES STREET.** (Opened 2/21/23) Recommend Askin Construction. Staff recommends approval.

- Presented by: Debi Meling, Public Works Director

Recommended Motion: I move to approve the bid award for SID 1419, Charles Street, as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 23-02:** located south of Elysian Road and west of East Lane and north of Shackelford Lane. Staff recommends conditional approval.

- Presented by: Monica Plecker, Planning Manager

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve Annexation 23-02, as recommended by staff.

5. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently annexed property in Annexation 23-02: located south of Elysian Road and west of East Lane and north of Shackelford Lane. 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.

6. **LEGISLATIVE SESSIONS UPDATE.**

- Presented by: Chris Kukulski, City Administrator

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.

~ ~ ~

Date:	04/10/2023
Title:	Approval of the Airport's 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 and award the Airport's Mid-Field Service Road Project to Askin Construction for $1,140,000.

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

This project includes 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 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 corridor 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.

This project was advertised in the *Yellowstone County News* on March 3, 10, and 17, and posted on the City and Airport's Websites. On March 21, 2023, the following bids were received:

CONTRACTOR	BID
Askin Construction	$1,140,000.00
Knife River Construction	$1,271,771.75

ALTERNATIVES

City Council may:

- Approve the award of the Mid-Field Service Road Project to Askin Construction for $1,140,000; or
- Decline to approve the award, reject all bids, and delay the project.

FISCAL EFFECTS

The total cost of this project is $1,140,000. This project will be funded at 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 $1,026,000 and the local match will be $114,000. The local match funds are budgeted and available in the Airport's Capital Account.

Attachments

Draft Contract

Section 1.5 Contract

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

WITNESSETH THAT, whereas the OWNER intends to construct improvements at Billings Logan International Airport, Mid-field Service Road, consisting of:

MID-FIELD SERVICE ROAD

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 One million one hundred forty thousand and 00/100 Dollars ($1,140,000.00) 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): One
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): 19
g. Technical Provisions
h. General Conditions

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

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

J. LABOR PROVISIONS: The labor provisions of Section 1.8 A10 Davis Bacon Requirements are hereby made a part of this contract.

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

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

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

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

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

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

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

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

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

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

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

CITY OF BILLINGS, MONTANA	Askin Construction, LLC
OWNER	CONTRACTOR
By:_____	By:_____
Title:_____	Title:_____
P.O. Box 1178	_____
Business Address	Business Address
Billings MT 59103	_____
City State Zip	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 12. Form of Payment *(check all that apply):* ¨ a. Cash ¨ b. In-kind: specify: nature_____value	13. Type of Payment *(check all that apply):* ¨ a. Retainer ¨ b. One- time fee ¨ c. Commission ¨ d. Contingent fee ¨ e. Deferred ¨ f. Other; specify:	
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 _____, 20 23 , by wherein Askin Construction, LLC acknowledges and agrees that the public improvement contract contains a liquidated damages clause. Askin Construction, LLC acknowledges and agrees that because the project involves the construction of public improvements said liquidated damages clause is necessary. Askin Construction, LLC 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.

Askin Construction, LLC 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 the submitted bid. This liquidated damages amount shall be included in the public improvement project contract and Askin Construction, LLC acknowledges and agrees to be bound by this amount should Askin Construction, LLC be awarded the public improvement contract.

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

By: _____
(Contractor)

Its: _____
(Title)

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City Council Regular

Date:	04/10/2023
Title:	Compost Trommel Screen, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends purchasing a compost trommel screen from Ecoverse for $344,950.

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

Staff is in the process of designing and constructing a compost facility to handle yard waste and sludge from the Wastewater Reclamation Facility (WRF). The project is being designed in phases; Phase I will handle 25,000 tons and Phase II will handle 50,000 tons. The yard waste will be hauled into the compost facility from city yard waste trucks and other private haulers. Solid Waste currently hauls the sludge from the WRF. The trommel screen is a necessary piece of equipment to screen the final product for consistency. The trommel screen enhances the final product by separating large particles and non-degraded wood chips. In addition, the material that is caught in the trommel screen can be re-used in future compost piles to accelerate the composting process.

The equipment was advertised on March 10th and 17th in the Yellowstone County News and on the City's website. Bids were opened March 21, 2023. Two bids were received. Ecoverse submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve the purchase of a compost trommel screen from Ecoverse in the amount of $344,950; or,
- Not approve the purchase. If not approved, the finished product will be inconsistent in size, making the finished compost less desirable.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid
Ecoverse	$344,950.00
Vermeer Mountain West	$465,501.00

The composting project was budgeted in FY23 using Solid Waste Funds. There is adequate budget to purchase the equipment.

City Council Regular

Date:	04/10/2023
Title:	WO 20-46: Landfill Compost Facility-Schedule 1, 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 K2 Civil Inc. for WO 20-46: Landfill Compost Facility-Schedule 1 including Additive Alternate No. 1, in the amount of $1,069,282.50.

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

The City contracted with Great West Engineering in July, 2020, to perform an investigative study, alternatives analysis, design, and construction contract administration services related to a composting facility at the Billings Regional Landfill. Solid Waste currently diverts green waste at the landfill, shreds it, and landfills the majority of the material. The goal is to implement a full-scale composting operation incorporating yard waste, wood waste, and biosolids from the Water Reclamation Facility. The initial plan is to utilize a Covered Aerated Static Pile (CASP) system that will co-compost 25,000 tons/year of waste products. By removing these organic waste streams from the landfill, another 6-8 years of operational life is projected to be added to the Landfill. Eventually, the plan is to increase output to 50,000 tons/year, extending the Landfill life even further. The footprint of the site improvements is sized to accommodate the future expansion to 50,000 tons/year. The finished compost product will initially be used at the Landfill for restoration on existing slopes and future Landfill projects and for daily intermediate cover. After allowing some time to hone the process and likely improve the quality of the finished product, the compost material will be made available to Parks, Street & Traffic, and any other City divisions to be used in restoration on City projects. Ultimately, there is the potential to make the compost material available to the public. The location of the new compost facility is south of the existing Landfill, south of Hillcrest Road near the intersection of Hillcrest and Stratton Roads, on City-owned land that has been previously licensed by the Montana DEQ for solid waste operations.

Schedule 1 of W.O. 20-46 Landfill Compost Facility generally includes the following work elements: site work to construct a 410-foot by 450-foot gravel pad for storing, staging and mixing of raw materials, a 280-foot by 60-foot asphalt pad, on which the actual composting process will take place, construction of an access road from an existing approach off of Hillcrest Road, installation of a water service line; and miscellaneous drainage improvements. Schedule 2 involves the installation and implementation of all mechanical and electrical components needed to operate the compost facility, and was bid separately on March 21, 2023.

Schedule 1 was advertised on February 10, 17, and 24 and March 3, 2023, in the *Yellowstone County News* and on the City's website. Bids were opened on March 7, 2023. Three bids were received. K2 Civil, Inc. submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award a construction contract to K2 Civil Inc. for the Base Bid and Bid Alternate in the total amount of $1,069,282.50; or
- Not award a contract and reject all bids. If the bid is not awarded, green waste and biosolids will continue to be landfilled, limiting the overall operation life of the Landfill.

FISCAL EFFECTS

The following bids were received:

Bidder (Contractor)	Base Bid Amount	Bid Add Alternate #1 (pave the access road)	TOTAL
K2 Civil Inc.	$1,023,682.50	$45,600.00	$1,069,282.50
Weave Construction	$1,222,195.00	$74,860.00	$1,297,055.00
Askin Construction	$1,539,640.00	$95,000.00	$1,634,640.00

The project was budgeted in FY23 using Solid Waste Funds. There are sufficient funds available to award this contract.

City Council Regular

Date:	04/10/2023
Title:	WO 20-46: Landfill Compost Facility-Schedule 2, 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 COP Construction, LLC for W.O. 20-46: Landfill Compost Facility-Schedule 2, in the amount of $861,140.

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

The City contracted with Great West Engineering in July 2020, to perform an investigative study, alternatives analysis, design, and construction contract administration services related to a composting facility at the Billings Regional Landfill. Solid Waste currently diverts green waste at the landfill, shreds it, and landfills the majority of the material. The goal is to implement a full-scale composting operation incorporating yard waste, wood waste, and biosolids from the Water Reclamation Facility. The initial plan is to utilize a Covered Aerated Static Pile (CASP) system that will co-compost 25,000 tons/year of waste products. By removing these organic waste streams from the landfill, another 6-8 years of operational life is projected to be added to the Landfill. Eventually, the plan is to increase output to 50,000 tons/year, extending the Landfill life even further. The footprint of the site improvements is sized to accommodate the future expansion to 50,000 tons/year. The finished compost product will initially be used at the Landfill for restoration on existing slopes and future Landfill projects and for daily intermediate cover. After allowing some time to hone the process and likely improve the quality of the finished product, the compost material will be made available to Parks, Street & Traffic, and any other City divisions to be used in restoration on City projects. Ultimately, there is the potential to make the compost material available to the public. The location of the new compost facility is south of the existing Landfill, south of Hillcrest Road near the intersection of Hillcrest and Stratton Roads, on City-owned land that has been previously licensed by the Montana DEQ for solid waste operations.

Schedule 2 of W.O. 20-46 Landfill Compost Facility constructs the mechanical components of the CASP composting system, including a blower, aeration piping, push wall, instrumentation controls, and other mechanical and electrical components, as well as a small pre-fabricated concrete building to house all the electronics. Schedule 1, which was bid previously on March 7, generally includes all site construction work.

Schedule 2 was advertised on March 3, 10, and 17, 2023, in the *Yellowstone County News* and on the City's website. Bids were opened on March 21, 2023. Two bids were received. COP Construction submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award a construction contract to COP Construction LLC in the amount of $861,140; or,
- Not award a contract and reject all bids. If the bid is not awarded, green waste and biosolids will continue to be landfilled, limiting the overall operation life of the Landfill.

FISCAL EFFECTS

The following bids were received:

Bidder (Contractor)	Total Bid Amount
COP Construction LLC	$861,140.00
K2 Civil, Inc.	$882,000.00

The project was budgeted in FY23 using Solid Waste Funds. There are sufficient funds available to award this contract.

City Council Regular

Date:	04/10/2023
Title:	W.O. 23-17: Grand Avenue & 3rd Street West, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that City Council award a contract for W.O. 23-17 Grand Avenue & 3rd Street West Storm Drain and Electrical Improvements to Knife River in the amount of $394,376.00.

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

W.O. 23-17 Grand Avenue & 3rd Street West will construct improvements to the existing storm drain and electrical infrastructure. Storm drain improvements include replacing storm drain inlets and inlet piping with higher capacity inlets and pipe, which will help alleviate current flooding issues in Grand Avenue during storm events. Electrical improvements include replacement of traffic signal conduit, wiring, pull boxes, a signal controller, controller cabinet, and cabinet pedestal. The electrical upgrades allow for GRIDSMART system to be installed by the City, which will improve operational efficiency at signalized intersections and allow staff to monitor and adjust traffic operations in real time. Additionally, improvements to the existing pedestrian ramps will be completed with the project. The work is proposed to be completed during the summer when school is out to minimize impacts to Billings Senior High School.

The project was advertised on February 17th, 24th, and March 3rd, 2023 in the Yellowstone County News and on the City's website. Bids were opened March 7th, 2023. Four bid were received. Knife River submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 23-17 Grand Avenue & 3rd Street West Storm Drain & Electrical Improvements to Knife River in the amount of $394,376; or,
- Not award a contract and reject all bids. If the contract is not awarded, the flooding of Grand Avenue, traffic signal, and pedestrian facilities will not be improved.

FISCAL EFFECTS

The following bids were received:

Contractor	Base Bid
Knife River	$394,376.00
Millennium Construction	$398,679.53
COP Construction	$453,083.00
Askin Construction	$475,989.00

The project was budgeted in FY23 using Storm Drain, Gas Tax, and Street Maintenance District Funds. There is adequate budget to award the project.

City Council Regular

Date:	04/10/2023
Title:	W.O. 23-35: Hesper Sanitary Sewer Extension Project, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that the City Council award the W.O. 23-35 Hesper Sanitary Sewer Extension Project contract to COP Construction, LLC. in the amount of $680,858.

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

The W.O. 23-35 Hesper Sanitary Sewer Extension project extends 18-inch and 24-inch diameter sanitary sewer west along Hesper Road approximately 1270 feet to the roundabout at Shiloh Road. The sewer will be extended from the west property line of the existing FedEx Ground Facility located near Gabel Road to the Shiloh Road roundabout. This sewer extension will connect to a section of sewer previously installed beneath the Shiloh Road/Hesper Road Roundabout during the construction of Shiloh Road.

This sewer extension project will facilitate future service to Billings' West End, particularly to properties located west of Shiloh Road and north of Hesper Road, as well as property south of the existing FedEx facility. Additionally, this sewer would provide service to properties east of Shiloh Road and north of Hesper Road. Finally, the project will provide sewer service to the future Billings West End Water Treatment Plant. The sewer project was a planned CIP project budgeted in FY23.

This project was advertised on February 17 and 24 and March 3 in the Yellowstone County News, on the City's website and on the QuestCDN website. Bids were opened on March 7, 2023, and three bids were received. COP Construction submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve award of W.O. 23-35 Hesper Sanitary Sewer Extension to COP Construction in the amount of $680,858; or,
- Not approve award of a construction contract and reject all bids. If this project is not completed, the City will be unable to provide future City sanitary sewer service needs on Billings' west end.

FISCAL EFFECTS

The following bids were received:

COP Construction LLC	Western Municipal Construction, Inc.	Askin Construction LLC
$680,858.00	$884,898.00	$1,098,959.00

The project was budgeted in FY23 using Wastewater Funds. Adequate budget is available to award the contract. Remaining funds will be used for construction contract administration and any change orders.

City Council Regular

Date:	04/10/2023
Title:	MET Transit Service Agreement for use of Cloud Based Route Planning and Scheduling Software
Presented by:	Rusty Logan
Department:	Transit
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the three-year agreement with Remix Technologies LLC for $123,500.

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

Since December of 2019, MET Transit has subscribed to the Remix Transit Planning software platform for use in route and schedule planning and development; MET entered into an agreement with the vendor on an annual basis for an initial pricing of $15,000 annually for the route planning module. This software was utilized extensively in the recently completed Transit Development Plan that is expected to be implemented in the Summer of 2023. Recently, MET Transit has also subscribed to an additional scheduling module available from Remix to support development of vehicle block scheduling, run-cutting (daily operator work schedules), and rostering (weekly operator schedules). Both of these modules have proven to be invaluable to MET as both utilize software support to assist in development of routes, bus schedules, and employee schedules. Prior to utilization of this software system, route and scheduling development was a tedious task utilizing spreadsheets and manual calculations of hours and capabilities, which took months of staff work to develop just a single scenario; by utilizing the Remix Planning Platform, staff can now develop multiple scenarios in a matter of days, leading to development of more efficient options for utilizing resources in execution of transit service. Additional benefits of the system include quick and efficient development of detours, integration with fixed-route technologies for easy import and export of route and schedule data into Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) systems, and tools for presenting developed scenarios to both the workforce and the public as needed. Due to the addition of the scheduling module as well as cost increases seen since the initial subscription, MET Transit is requesting to enter into a three-year services agreement with reduced pricing offered from the vendor, decreasing costs from $48,200 annually, to an annual average cost of $41,166. MET Transit has heavily utilized the planning platform and has numerous data sets already developed and present in the Remix system and will rely on the system to support implementation of the Transit Development Plan fixed-route system overhaul; hence, MET is requesting this agreement be executed as a sole source option to maintain the time and work already invested into usage of the system. Further, Remix Technologies offers features within their software platform not supported by other vendors, further supporting justification for a sole source agreement.

ALTERNATIVES

City Council may:

- Approve the agreement with Remix Technologies LLC; or
- Not approve the agreement and advise staff on how to proceed.

FISCAL EFFECTS

The proposed cost of the subscription is $37,500 for the first year, $41,000 for year two, and $45,000 for year three. Funds for this project are available in MET Transit's budget and will be expended using a combination of both local and Federal funds; planning software is an eligible expense with MET Transit's annual Federal Transit Administration section 5303 planning funding, which provides for an 80% Federal, 20% local match rate. Year to year cost breakdowns are as follows:

Year	Remix Planning	Remix Scheduling	Total	Local Funding	Federal Funding
1	$17,000	$20,500	**$37,500**	$7,500	$30,000
2	$8,500	$22,500	**$41,000**	$8,200	$32,800
3	$20,500	$24,500	**$45,000**	$9,000	$36,000
		3-Year Totals	**$123,500**	**$24,700**	**$98,800**

Attachments

Remix Planning

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SERVICES AGREEMENT
FOR
CLOUD BASED ROUTE PLANNING AND SCHEDULING SOFTWARE
FOR
MET TRANSIT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **REMIX TECHNOLOGIES, LLC,** of 1128 Howard St. San Francisco, CA 94103 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide a Cloud Based Route Planning and Scheduling Software System, more accurately described in the Scope of Work attached hereto as Exhibit "B" and by this reference made a part hereof.

2. **EFFECTIVE DATE AND TERM:** This **AGREEMENT** is effective upon the date of its execution. This agreement shall be for a period of three (3) years from the execution of this Agreement. This Agreement may be extended for two (2) one (1) year periods by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

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

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

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** ONE HUNDERED TWENTY THREE THOUSAND FIVE HUNDERED DOLLARS ($123,500) for the services described in the Exhibit "B". Any alteration or deviation from the described goods or work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

   Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** annually for ongoing services rendered pursuant to this **AGREEMENT**. All invoices shall specify the product or services provided to the **CITY** during the invoice period and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

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

The **CITY** SHALL:

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

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and

expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

8. INSURANCE:

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

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

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
- Automobile liability -- $1,500,000 per accident.

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

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

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

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

9. WARRANTY: CONTRACTOR warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

10. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license. This **CONTRACTOR** agrees to abide by the Federal Transit Administration requirements and clauses found in Exhibit "C".

11. NONDISCRIMINATION:

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

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

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

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

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

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

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

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

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12. **TERMINATION:**

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

b. CONVENIENCE:
The **CITY** may, on no less than thirty (30) days' prior written notice, terminate this contract, in whole or in part, at any time by written notice to the **CONTRACTOR** when it is in the **CITY'S** best interest. The **CONTRACTOR** shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The **CONTRACTOR** shall promptly submit its termination claim to the **CITY** to be paid to the **CONTRACTOR**. If the **CONTRACTOR** has any property in its possession belonging to the **CITY**, the **CONTRACTOR** will account for the same, and dispose of it in the manner the **CITY** directs. If this contract is terminated, the **CITY** shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

13. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Rusty Logan, Transit Manager and **CONTRACTOR's** designated liaison for this **AGREEMENT** is _____.

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

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

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

17. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, materials produced by the **CONTRACTOR** for the CITY in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents and materials prepared by the **CONTRACTOR** are used for purposes other than those intended

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by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials and documents produced for the CITY under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

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

CITY OF BILLINGS, MONTANA

_____
BUSINESS NAME (CONTRACTOR)

_____
CHRIS A. KUKULSKI,
CITY ADMINISTRATOR
(or change to WILLIAM A. COLE, MAYOR)

_____
SIGNATURE

_____APPROVED
AS TO FORM:

PRINT NAME

By_____
CITY ATTORNEY'S OFFICE

_____
PRINT TITLE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

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EXHIBIT A

REMIX TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") together with an Order incorporating these Terms (the "**Agreement**"), are entered into between Remix Technologies, LLC, a Delaware limited liability corporation ("**Remix**"), and the customer identified on the Order Form ("**Customer**"), and are effective as of the date the Effective Date in the Order (the "**Effective Date**").

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

1.1 "**Authorized User**" means each of Customer's employees, agents, personnel, contractors who are authorized to access the Remix Solution under this Agreement.

1.2 "**Customer Content**" means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material, Resultant Data or Documentation.

1.3 "**Documentation**" means the materials describing the use and operation of the Remix Solution that are made available to Customer as written technical briefs or on https://help.remix.com/ or such other web page as Remix may designate to Customer from time to time.

1.4 "**Intellectual Property Rights**" means any and all now known or hereafter existing intellectual property rights, including: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.5 "**Licensed Material**" means any reports or results generated by Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

1.6 "**Mobility Provider**" means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

1.7 "**Mobility Provider Data**" means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix's receipt of such information is governed by its own agreement with the Mobility Provider.

1.8 "**Order**" means the service order signed by both parties that incorporates these Terms.

1.9 "**Remix Solution**" means the Remix software-as-a-service application identified in any Order that allows Authorized Users to access certain features and functions through a web interface.

1.10 "**Resultant Data**" means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

1.11 "**Services**" means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.

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2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's advance payment of the fees set forth in the Order ("**Fees**"), Remix will grant Customer Use Rights (as defined below) for the Remix Solution for the duration of the Term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

2.2 Support Services. Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in Exhibit A.

2.3 Hosting. Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

3. INTELLECTUAL PROPERTY

3.1 Use Rights. Subject to the terms and conditions of this Agreement, Remix grants the Customer non-exclusive, non-transferable (except as permitted under Section 13.6), subscription access and use rights to the Remix Solution during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution ("Use Rights"). Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains fully responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and ensuring any use of the Services by such individuals is for the sole benefit of Customer.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code or the underlying ideas, algorithms, know-how, structure or organization or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or 3.3 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Remix Solution will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid license during the Term to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.

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3.5 License to Customer Content; Resultant Data. Customer grants Remix a non-exclusive, worldwide, non-transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, utilizing machine learning applications and other analytical methods. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

3.6 Open Source. Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("**Open Source Material**"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

3.7 Third Party Products. Certain features and functionality of the Services may rely on third party data, software, or applications ("**Third Party Products**"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products or utilize any features or functionality of the Services that incorporate them.

3.8 Feedback. Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and / or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the Use Rights granted to Customer and the Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Fees shall be paid in full in advance of access, except as otherwise provided in the Order Form in which case all Fees shall be billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's Use Rights to the Services including if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's accounts receivables department. Except where price is fixed under the Order Form for the Term, Remix may renegotiate with the customer's and agree an annual price increase if (i) additional features are added or improvements to features to the extent costs of providing the Services have increased, or (ii) in response to market changes such as labour costs, currency fluctuations, changes in taxes/regulations, inflation, license fees, infrastructure and administrative costs.

4.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Remix's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Remix Solution to Customer. Customer will make all payments of Fees to Remix free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Remix will be Customer's sole responsibility, and Customer will provide Remix with official receipts issued by the appropriate taxing authority, or such other evidence as the Remix may reasonably request, to establish that such taxes have been paid.

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4.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 Licenses; Customer Content. Customer will obtain all third party licenses, consents and permissions needed for Remix to use the Customer Content to provide the Services and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

5.2 Customer Warranty. Customer represents and warrants that the Customer Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

5.3 Back-ups; Security. Customer will have the ability to export Customer Content out of the Remix Solution for the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer will immediately delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

5.4 Mobility Provider Cooperation. Customer acknowledges that the performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Therefore, Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any agreement with, the Mobility Provider that would interfere with the provision of services or grant of licenses under this agreement. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

6. FREEDOM OF INFORMATION REQUESTS

6.1 Freedom of Information Requests. Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws, provided that to the extent such cooperation exceeds the scope of Services specified in an Order Form.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

7.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT

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AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION: LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTHING IN THIS AGREEMENT SHALL LIMIT THE CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO REMIX DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL REMIX'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY .

8.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect regardless of any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8.4 Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. CONFIDENTIALITY

9.1 Confidential Information. "**Confidential Information**" means any code, inventions, analysis methods and products, know-how, business, technical and financial information, and any other nonpublic information of a party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that it discloses to the other party (the "**Receiving Party**") and identifies as "confidential" or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.

9.2 Protection of Confidential Information. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not

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have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, freedom of information laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of freedom of information requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

10. INDEMNIFICATION

10.1 By Remix. Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non-infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "**Exclusion**"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any claim brought against Remix insofar as such claim is based on a claim by any third party arising from or relating to the Customer Content, the breach or alleged breach by Customer of Section 5.2 (Customer Warranties), or any Exclusion, and Customer will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable attorneys' fees and costs) resulting from such claim.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. Unless otherwise stated in the applicable Order Form, the term of this Agreement will begin on the Effective Date set out in the Order Form and continue in full force and effect for the time period specified therein, unless earlier terminated in

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accordance with this Agreement (the "Term"). Thereafter, the Parties may renew the Agreement in writing by mutual consent. If the Agreement is not renewed by mutual consent in writing, this Agreement shall either: 1) terminate at the end of the Term in accordance with this clause 11, or 2) the parties may agree in writing a short term renewal for up to 3 additional months until a longer term renewal is executed by the parties. **Termination for Breach.** Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.2 Effect of Termination. Upon termination of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive termination of this Agreement for any reason.

11.3 Data Extraction. For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix may destroy all copies of Customer Content and Licensed Materials in its possession.

12. CO-MARKETING.

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to use of Customer's name and logo on Remix's web site and in Remix promotional materials. Customer agrees that Remix may disclose Customer as a customer of Remix.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action arising out of or related to it will be governed and interpreted by and under the laws of the State of Montana. Customer hereby expressly consents to the exclusive jurisdiction and venue in the state and federal courts of Yellowstone County, Montana. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Customer acknowledges and agrees that the language to be used in any proceedings or claim shall be English.

13.2 Export. Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited.

13.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6 No Assignment. Except as provided in Section 13.10, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

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13.7 Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

13.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.9 Independent Contractors. Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Remix.

13.10 Subcontractors. Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

13.11 Notices. All notices required or permitted under this Agreement must be delivered in writing, if to Remix, by emailing legal@ridewithvia.com and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.13 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters and supersedes all prior agreements, understandings and arrangements between the parties whether oral or written of any nature whatsoever with respect to such subject matters. The parties acknowledge that pursuant to current practices, standard quotation forms, purchase orders and other forms (including terms and conditions contained in catalogues) may be utilised by Customer, which forms contain terms and conditions intended to be applicable to a purchase and sale between a buyer and a vendor. The parties agree that, except as expressly provided in the Agreement, no such terms and conditions as appear on such standard forms or catalogues shall be incorporated into this Agreement, despite the fact that such forms may be utilised by representatives of one or both Parties or accepted by the other without objection. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix. Each party acknowledges that it has not entered into this Agreement in reliance on and shall have no remedies in respect of any representation or warranty that is not set out in this Agreement. Should this Agreement be executed in two languages, the English language version represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English language version will prevail.

13.14 Permissive Cooperative Agreement. To the extent permitted by applicable law and as additional consideration for this Contract, Remix agrees to extend an option to purchase any Services covered under this Contract under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to (i) other contracting agencies of Customer and (ii) any other agency that has entered into, or in the future enters into, a cooperative purchasing agreement or similar arrangement with Customer (collectively, such other agencies are referred to herein as "Contracting Members"). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Remix.

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EXHIBIT B

Renewal of
Remix Services Agreement

Remix Technologies LLC ("***Remix***") and MET Transit (Billings, MT) ("**Customer**" and together with Remix, the "***Parties***") have entered into an agreement titled Remix Services Agreement (the "***Agreement***") dated as of January 1, 2022, and extended by Amendment #1 effective as of January 1, 2023 . Upon execution of this Renewal (the "***Renewal***"), the Parties agree to the following:

1. **Renewal.** With effect from May 1, 2023 (the "***Effective Date***") the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 years until April 30, 2026.
2. **Price.** The Parties hereby agree to the following price structure:

Remix Transit Planning License	**2023: ~~$23,200 (Current List Price)~~ $17,000 USD per year** **2024: ~~$23,200 (Current List Price)~~ $18,500 USD per year** **2025: ~~$23,200 (Current List Price)~~ $20,500 USD per year**
Remix Scheduling License	**2023: ~~$25,000 (Current List Price)~~ $20,500 USD per year** **2024: ~~$25,000 (Current List Price)~~ $22,500 USD per year** **2025: ~~$25,000 (Current List Price)~~ $24,500 USD per year**
Remix Transit Planning Platform License	**Total Contract Value: ~~$144,600 (Current List Price)~~ $123,500 USD / 3 years based on a fixed route fleet of 25 (VAMS).** ➢ 2023: $37,500 USD per year ➢ 2024: $41,000 USD per year ➢ 2025: $45,000 USD per year Pricing valid if signed by April 30, 2023. **Includes:** ● Remix licenses for an unlimited number of users within organization. ● Software as a Service (SaaS): fully hosted, cloud-based web platform. ● Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract ● Dedicated Customer Success staff ● Premium Enterprise Support: response to requests in 1 business day
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.

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Additional Services	Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.
Payment Terms	Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.
Year-to-Year Pricing	*$48,200 USD (Current List Price) annually if one-year contract* ➢ *Remix Transit Planning: $23,300 USD* ➢ *Remix Scheduling: $25,000 USD*

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EXHIBIT C

FTA Required Contract Clauses and Other Certifications

A. Contract Clauses Required for Federal Transit Administration (FTA) Funded Contracts

1. No Federal Government Obligation to Third Parties
The City of Billings, Aviation/Transit Department - MET Transit Division and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governments in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Access to Records
Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not

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limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FTA does not require the inclusion of these requirements in subcontracts.

4. Federal Changes

49 CFR Part 18 - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights Laws and Regulations

1) **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2) **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

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3) **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4) **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

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

1) **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

5) **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of

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a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

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

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

11. Procurement of Recovered Materials
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 42 CFR Part 247, and Executive Order 12873, as they apply to the procures of the items designated in Subpart B of 40 CFR Part 247. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

14. Notification to FTA

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If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the City, which will then notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City is located. The Contractor is required to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. § 180.220 and 1200.220.

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

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

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

15. Debarment and Suspension

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

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

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

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

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16. Violation and Breach of Contract

Rights and Remedies of the City

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

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

For purposes of this Contract, breach shall include:

Rights and Remedies of Contractor

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

Remedies

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

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of The City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision unless otherwise decided by a court of competent jurisdiction or an arbitrator appointed by the parties.

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

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

Performance during Dispute
Unless otherwise directed by The City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

17. Byrd Anti-Lobbying Amendment
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

23. Fly America Requirements

a) Definitions. As used in this clause—

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

2) "United States" means the 50 States, the City of Columbia, and outlying areas.

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3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

26. Veterans Hiring Preference

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

27. Equal Employment Opportunity

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or

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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 by the contracting officer 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

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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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

31. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

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Other Certifications

1. The individual signing certifies that he/she is authorized to contract on behalf of the proposer.

2. The individual signing certifies that the proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the proposer.

3. The individual signing certifies that there has been no attempt by the proposer to discourage any potential proposer from submitting a proposal.

The proposer, by signing below, agrees to comply with these contract requirements and makes the certifications outlined above.

DocuSigned by:
Dillon Twombly
Signed 7A739E245B...

3/30/2023
Date

Dillon Twombly
Printed name

Vice President
Title

Remix Technologies, LLC
Company

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APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Remix Technologies, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

DocuSigned by:
Dillon Twombly
3D9717A739E245B...
Signature of Contractor's Authorized Official

Dillon Twombly, Vice President
Name and Title of Contractor's Authorized Official

3/30/2023
Date

DocuSign Envelope ID: 8F8EA6B6-2673-4B4A-89DB-9643CA9175D5

DEBARMENT AND SUSPENSION CERTIFICATION

The prospective lower tier participant (Bidder/Proposer) certifies by submission of this Offer, that neither it nor its principals, as defined at 2 CFR § 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded (defined at 2 CFR § 180.940) or disqualified as defined at 2 CFR §180.935.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

1) It will comply and facilitate compliance with the requirements of 2 CFR § 180, subpart C and 2 CFR § 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
    a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified.
    b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
        i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
        ii. Violation of any Federal or State antitrust statute, or
        iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
    c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
    d. It has not had one or more public transactions (Federal, State or local) terminated for cause or default within a three-year period preceding this Certification,
    e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
    f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 180 if it:
        i. Equals or exceeds $25,000
        ii. Is for audit services, or
        iii. Requires the consent of a Federal official, and
    g. It will require that each covered lower tier contractor and subcontractor:
        i. Comply and facilitate compliance with the Federal requirements of 2 CFR part 180 and 3000, and

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ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

(a) Debarred, suspended, proposed for debarment, declared ineligible to participate, voluntarily excluded from participation or disqualified from participation in its federally funded project, and

3) It will provide a written explanation as indicate don a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

The certification in this clause is a material representation of fact relied upon by the City of Billings, Aviation/Transit Department - MET Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Billings, Aviation/Transit Department - MET Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

DocuSigned by:
Dillon Twombly
3D9717A739E245B...

Signature of Bidder or Proposer's Authorized Official

Dillon Twombly, Vice President

Name and Title of Bidder or Proposer's Authorized Official

3/30/2023

Date

DocuSign Envelope ID: 8F8EA6B6-2673-4B4A-89DB-9643CA9175D5

CITY OF Billings

Bidder List Required Information

The bidder listed below acknowledges that this information is required to be complied and reported in accordance with the City's DBE Program and with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. 11(c).

Business Name: Remix Technologies LLC

Business Address: 10 Crosby Street, Fl 2 New York, NY 10013

Years in Business: 2 Telephone: 888-501-7511

Fax: _____ Email: olivia.ius@ridewithvia.com

Type of Organization (Check one):

a. Sole Proprietorship ( ) b. Partnership (X) c. Corporation ( ) d. Joint Venture ( )

Is Business Registered With the State of Montana as a Disadvantaged Business Enterprise?

a. Yes ( ) b. No (X)

Annual Gross Receipts of Business:

Less than $500,000	( )
$500,000 - $1,000,000	( )
$1,000,000 - $5,000,000	( )
$5,000,000 - $10,000,000	( )
Over $10,000,000	(X)

DocuSigned by:
Dillon Twombly
Signature 89E245B...

Vice President
Title

City Council Regular

Date:	04/10/2023
Title:	Landfill Use Agreements
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends the City Council approve the landfill use agreements with Montana Roll Off Service LLC and Tiger Roll Off & Recycling LLC.

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

Two businesses have recently requested to establish roll-off services for both construction sites in Billings and for roll-off service in adjacent counties. Roll-off containers are open-top dumpsters that are typically rented to contractors and homeowners who are charged both a rental fee and hauling fees, as need, to the landfill. Both Public Works Solid Waste and a private business currently provide roll-off service in Billings. Billings Montana City Code (BMCC) 21-214 allows private business to provide roll-off service within Billings, and accordingly, these new roll-off businesses could provide this service with no action required from City Council.

However, because these businesses will be hauling waste from areas outside of Billings to the Billings Regional Landfill, a landfill use agreement is required per BMCC 21-213. The City has several existing landfill use agreements accepting waste from adjacent counties and limited areas in Wyoming. The agreements delineate the types of waste accepted, payment terms, insurance requirements, and pre-approval of hauling areas. These two new landfill use agreements are coordinated to expire on the same date as the existing landfill agreements to allow all agreements to come due at the same time.

ALTERNATIVES

City Council may:

- Approve the Landfill Use Agreements; or,
- Not approve the Landfill Use Agreements. If not approved, Montana Roll Off Service LLC and Tiger Roll Off & Recycling LLC will not be able to haul to the Billings Regional Landfill.

FISCAL EFFECTS

It is unknown how much revenue will be generated from these agreements. Staff anticipates it will have a minimal impact on revenues and operations.

Attachments

MT Roll Off Agreement
Tiger Roll Off Agreement

LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____2023, by and between MONTANA ROLL OF SERVICE, LLC, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM**. The term of this AGREEMENT shall expire on June 30, 2024 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.

2. **USE OF FACILITIES**. The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.

3. **PAYMENT**. The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.

4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

   The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

   The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA**. At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

   AGENCY agrees to segregate solid waste by waste originating within the City of Billings and waste originating outside the City of Billings limits.

   During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

   If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

6. **INDEMNITY**. Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

   Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.

8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLLINGS
PUBLIC WORKS ADMINISTRATION
2251 Belknap Avenue
Billings, MT 59101

AGENCY
Montana Roll Off Service LLC
Mr. Ray Longstreth
1202 South 32nd St West
Billings, MT 59102

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

1. Commercial general liability, including contractual and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
2. Commercial automobile liability -- $1,500,000 per accident.

10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

_____
AGENCY (Print Name Above)

By _____
WILLIAM A. COLE, MAYOR

By_____

APPROVED AS TO FORM:

By_____
GINA DAHL, CITY Attorney

LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____2023, by and between TIGER ROLL-OFF & RECYCLING LLC, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM**. The term of this AGREEMENT shall expire on June 30, 2024 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.

2. **USE OF FACILITIES**. The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.

3. **PAYMENT**. The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.

4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

   The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

   The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA**. At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

   AGENCY agrees to segregate solid waste by waste originating within the City of Billings and waste originating outside the City of Billings limits.

   During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

   If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

6. **INDEMNITY**. Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

   Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.

8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

   CITY OF BILLLINGS
   PUBLIC WORKS ADMINISTRATION
   2251 Belknap Avenue
   Billings, MT 59101

   AGENCY
   Tiger Roll-Off & Recycling LLC
   Mr. Nicholas Marks
   2004 66th St W
   Billings, MT 59106

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

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

1. Commercial general liability, including contractual and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
2. Commercial automobile liability -- $1,500,000 per accident.

10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

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

CITY OF BILLINGS, MONTANA

By _____
WILLIAM A. COLE, MAYOR

_____
AGENCY (Print Name Above)

By_____

APPROVED AS TO FORM:

By_____
GINA DAHL, CITY Attorney

City Council Regular

Date:	04/10/2023
Title:	City of Billings/Yellowstone County Agreement to Provide Law Enforcement Data Processing
Presented by:	David Watterson, IT Director
Department:	Information Technology
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that the City Council approve the agreement to provide FY2024 data processing services for the Yellowstone County Sheriff's Department in the amount of $154,956

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

The City of Billings has contracted with Yellowstone County Sheriff's Department for over 25 years to provide application hosting services including servers, storage, security, software maintenance, and support for the Public Safety Software that they use in their offices, patrol cars, and in the County Jail. Under an annual agreement, Information Technology bills the Sheriff's Office for the actual resources that were used in the prior calendar year. Council is being asked to approve the FY2024 agreement in the amount of $154,956.

ALTERNATIVES

City Council may:

- Approve; the annual agreement with Yellowstone County Sheriff's Department, OR;
- Not Approve the annual agreement

FISCAL EFFECTS

The annual charge for July 1, 2023 through June 30, 2024 is $154,956. Information Technology is an internal service fund, whose budget is dependent on charging customers for the services it provides.

Attachments

FY24 YC Sheriffs Agreement

AGREEMENT - Fiscal Year 2024

This Agreement between the Yellowstone County Sheriff, hereinafter called the "SHERIFF", and the City of Billings, Montana, hereinafter called the "CITY".

WITNESSETH:

Whereas, the SHERIFF is desirous of using the CITY's Computer Facility to support their existing law enforcement data processing requirements; and

Whereas, the CITY maintains and operates a Computer Facility with appropriate capabilities, capacity and security; and

Whereas, the CITY is willing to allow the SHERIFF to have access to the Computer Facility at all normal operating times which are seven (7) days a week, twenty-four (24) hours a day except for necessary back-ups and maintenance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS between the parties hereto, it is mutually agreed that:

1. The CITY will provide to the Yellowstone County Sheriff's department the following described computer access, disk storage, computer processing, system/data backups, and maintenance support to support their existing Law Enforcement data processing system:

   A. Communication capabilities allowing 24 hr computer access;
   B. On-site & Off-site disk storage shared with Billings Police Dept.;
   C. Computer processing, program maintenance, operations to support data processing system, system replication & backups, disaster/recovery services;

2. The SHERIFF agrees to pay CITY the sum of One Hundred and Fifty-Four Thousand, Nine Hundred and Fifty-Six ($154,956) specified in Paragraph Three below. This charge is based on actual computer usage for the period of January 1, 2022 thru December 31, 2022.

3. This Agreement shall be in effect for twelve (12) months beginning July 1, 2023, and continuing until June 30, 2024.

4. Payment shall be made in two (2) equal installments of $77,478. The first installment is due and payable on or before October 20, 2023, and the second is due and payable on or before April 15, 2024.

AGREEMENT DATED _____

YELLOWSTONE COUNTY

BY: _____ 3-13-23
Sheriff Mike Linder

_____
Chair, County Commissioners

ATTEST: _____
Clerk and Recorder

CITY OF BILLINGS

_____
Mayor William A. Cole

_____
City Clerk

_____
City Attorney

Approved as to Form:

Melissa A. Williams
County Attorney

City Council Regular

Date:	04/10/2023
Title:	Purchase of 2023 Compact Track Loader
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approves the purchase of a 2023 compact track loader with attachments from RDO Equipment Co. in the amount of $123, 471.68.

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

The purchase of a compact track loader with attachments is included in the approved FY23 Equipment Replacement Plan and FY23 Water and Wastewater budget. This compact track skid steer is needed for performing maintenance and repairs on a timely basis and will replace a unit that is 23 years old. The current unit will be retained for use at the water treatment plant. Staff is recommending procurement of the equipment using the cooperative purchase agreement (Sourcewell), as the pricing is similar to competitive bid pricing.

ALTERNATIVES

City Council may:

- Approve purchasing the 2023 compact track loader with attachments in the amount of $123,471.68: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 compact track loader was budgeted in FY23 using Water and Wastewater funds. There is sufficient budget for this purchase.

City Council Regular

Date:	04/10/2023
Title:	MET Transit Purchase of Computer Aided Dispatch/Automated Vehicle Location Software Services and Equipment
Presented by:	Rusty Logan
Department:	Transit
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends that the City Council approve the contract with Passio Systems for $442,315.40.

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

MET Transit recently advertised a Request for Proposals (RFP) to provide MET with a new Computer Aided Dispatch/Automated Vehicle Location System (CAD/AVL) for its fixed-route bus service. This RFP was initiated to replace the existing CAD/AVL system currently contracted with DoubleMap/TransLoc. The agreement with the vendor for the existing system ends on July 20, 2023; further, the vendor has transitioned its software solution to a new platform that currently does not meet the needs of MET in regard to metric tracking, reporting, or usability with new technologies. MET Transit seeks to improve the efficiency and effectiveness of its transportation services through the acquisition and implementation of an updated web-based vehicle tracking and dispatching solution with support for on vehicle technology including improved utilization of automated passenger counters, voice annunciation, and real-time vehicle health reports. This software system will enhance MET Transit's capabilities to manage on street service, track required metrics, and generate reports for use in planning and operations. This system will reduce manual duplication of data, increase accuracy of statistical reporting, and enhance the customer experience through smartphone app integrations.The RFP was advertised in the *Yellowstone County News* on February 3 and 10, 2023, and notices were posted on the City's Website, MET Transit's Webpage, and MET Transit's Facebook page. Three (3) proposals were received by February 24, 2023. An RFP Selection Committee evaluated and ranked the proposals based on each firm's ability to meet the specifications and parameters identified in the RFP. The Committee voted unanimously to select Passio Systems as the vendor to provide the system. The RFP process outlined by the City of Billings and the Federal Transit Administration (FTA) was utilized for the selection process.

ALTERNATIVES

City Council may:

- Approve staff's recommendation to enter into an agreement for a CAD/AVL system with Passio Systems; or
- Not Approve staff's recommendation and advise staff on how to proceed.

FISCAL EFFECTS

The proposed cost of the system is $207,131.40 for the first year and $58,769 for years two through five, totaling $442,315.40 for the five-year period. Funds for this project are available in MET Transit's budget. Eligible first year capital costs ($148,335.40) will be funded via Federal Transit Administration formula funds in the 5339A program at a match rate of 20% local and 80% Federal, while initial and ongoing operating costs ($58,769 annually) will be funded using MET's annual 5307 operating grant at a match rate of 50% local and 50% Federal.

Year	Capital Total	Operations Total	Local Total	Federal Total	Grand Total
1	$148,335.40	$58,796.00	$59,065.08	$148,066.32	**$207,131.40**
2		$58,796.00	$29,398.00	$29,398.00	**$58,796.00**
3		$58,796.00	$29,398.00	$29,398.00	**$58,796.00**
4		$58,796.00	$29,398.00	$29,398.00	**$58,796.00**
5		$58,796.00	$29,398.00	$29,398.00	**$58,796.00**
				Total Contract	**$442,315.40**

Attachments

Passio Agreement

SERVICES AGREEMENT
FOR
COMPUTER AIDED DISPATCH AND AUTOMATED VEHICLE LOCATION SYSTEM
FOR
MET TRANSIT FIXED ROUTE BUS SERVICE

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **PASSIO TECHNOLOGIES, LLC,** of 6100 Lake Forrest Dr, Suite 410, Atlanta, GA 30328 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide and host a Computer Aided Dispatch and Automated Vehicle Location (CAD/AVL) System for fixed-route bus service, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE AND TERM:** This **AGREEMENT** is effective upon the date of its execution. This agreement shall be for a period of five (5) years from the execution of this Agreement. This Agreement may be extended by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

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

4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof; the **CONTRACTOR'S** "Master Services Agreement" is incorporated as Exhibit "A". If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of the **CITY'S AGREEMENT** shall control.

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** FOUR HUNDERED THOUSAND THREE HUNDERED FIFTEEN DOLLARS AND 40 CENTS ($442,315.40) for the goods and work described in the SCHEDULE C in Exhibit "A". Any alteration or deviation from the described goods or work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing. Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** annually for all ongoing services rendered pursuant to this **AGREEMENT** and shall

invoice upon completion of work for initial setup fees and one-time fees. Product or equipment invoices shall be submitted upon delivery of equipment. All invoices shall specify the product or services provided to the **CITY** during the invoice period and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the goods delivered and work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any

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

The **CITY** SHALL:

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

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

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

8. INSURANCE:

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

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

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
- Automobile liability -- $1,500,000 per accident.

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

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

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's**

business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

9. **WARRANTY: CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

10. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license. This **CONTRACTOR** agrees to abide by the Federal Transit Administration requirements and clauses found in Exhibit "B".

11. **NONDISCRIMINATION:**

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

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

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

advance in employment qualified protected veterans and individuals with disabilities.

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

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

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

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

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

12. TERMINATION:

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

b. CONVENIENCE:
The **CITY** may terminate this contract, in whole or in part, at any time by 30-days written notice to the **CONTRACTOR** when it is in the **CITY'S** best interest. The **CONTRACTOR** shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The **CONTRACTOR** shall promptly submit its termination claim to the **CITY** to be paid to the **CONTRACTOR**. If the **CONTRACTOR** has any property in its possession belonging to the **CITY**, the **CONTRACTOR** will account for the same, and

dispose of it in the manner the **CITY** directs. If this contract is terminated, the **CITY** shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

13. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Rusty Logan, Transit Manager and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Mitch Skyer, President.

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

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

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

17. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

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

CITY OF BILLINGS, MONTANA

Passio Technologies, LLC

BUSINESS NAME (CONTRACTOR)

CHRIS A. KUKULSKI,
CITY ADMINISTRATOR
(or change to WILLIAM A. COLE, MAYOR)

SIGNATURE

Mitchel Skyer

PRINT NAME

APPROVED AS TO FORM:

President

PRINT TITLE

By
CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

Passio Master Services Agreement

This Master Services Agreement ("Agreement") dated as of the last date it is signed (the "Effective Date") is between Passio Technologies, LLC., with a notice address at 6100 Lake Forrest Dr., Suite 410, Atlanta, GA 30328 ("Passio") and the City of Billings, 210 N. 27th Street, Billings, MT 59101.

Background

Customer wishes to purchase hardware and/or license Passio's proprietary software for the purpose of transit management. These areas include passenger counting, reporting, automated voice announcement, scheduling, automated customer service, passenger media capture/validation, and other related transit operations management software solutions. Passio will make these services available to Customer under the terms and conditions outlined in this Agreement, and Customer agrees to follow the same terms and conditions.

Passio and Customer agree as follows:

This "Agreement" consists of this signature page and those schedules listed below, all exhibits attached to such schedules, all order forms referencing this Agreement and incorporating its terms.

Schedules

Schedule A – General Terms and Conditions
Schedule B – Service Level Agreement
Schedule C – Template Order Form

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

Schedule A – General Terms and Conditions

1. **DEFINITIONS**. Capitalized terms used in this Agreement shall have their meaning as set out in Exhibit A.

a. "**Documentation**" means publicly available user guides, documentation, and specifications for the Hosted Services, as may be updated by Passio from time to time.

b. "**Equipment**" means the goods, hardware, or equipment set out in an Order and provided to Customer for its use in connection with the Hosted Services.

c. "**Hosted Services**" means the software services to be provided by Passio to Customer over the internet through a web browser or other Passio authorized application, as further described and set forth in an Order and this Agreement, and that works in conjunction with the Equipment.

d. "**Order**" means an order specifying the Services to be provided hereunder that is executed by the parties, including any addenda and supplements thereto. The agreed form of Order is attached hereto as Schedule C.

e. "**Professional Services**" means any consulting, implementation, or training services that are described herein or in an Order. Professional Services does not include Hosted Services.

f. "**Services**" means Hosted Services and Professional Services.

g. "**Users**" means Customer's designated end users of the Hosted Services and Equipment Software.

2. **SERVICES**.

a. Orders for Services. Passio will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

b. Hosted Services. Passio will provide to Customer the Hosted Services specified in an Order. Passio will provide the Hosted Services in accordance with the service level agreement set forth in Schedule B. The Hosted Services typically are activated on the first of the month following the completion of the installation of the Equipment, but Passio will use commercially reasonable efforts to accommodate earlier activation dates upon written request of Customer.

c. Professional Services. If specified in an Order, Passio will provide Professional Services to Customer in accordance with this Agreement and the applicable Order. Passio will own any improvements, enhancements, configurations, or other derivative works to the Hosted Services made by Passio in connection with the Professional Services.

d. Training Services. If Customer elects to receive these Professional Services in an Order, Passio shall provide training services via web-based internet sessions for all services purchased, which shall include the provided instructional materials. Training services will include training for supervisory functions, train the trainer, and operators of the Hosted Services and Equipment. Upon Customer's written request, including if set out in an Order, Passio may provide such training services onsite for an additional fee at Passio's then current rates (unless specified in an Order otherwise) plus travel expenses, including, without limitation, airfare, ground transportation, parking, lodging, per diem, and administrative expenses.

e. Implementation/Configuration Services. If Customer elects to receive these Professional Services in an Order, Passio shall provide Customer with account setup information and configuration information setup within five (5) days of the effective date of such Order. In order to permit Passio to perform these Professional Services, Customer must provide Passio with any requested configuration information within twenty (20) business days of the applicable Order's effective date. Customer acknowledges that the technology solutions offered by Passio are dynamic and require designated on site contact(s) to update software, confirm connectivity, and troubleshoot hardware and system issues. Customer may provide Passio configuration updates, such as routes, drivers, and stops, and Passio typically applies those within two (2) business days for standard updates. Customer may, at its option, self-update configuration information through the Hosted Services.

f. Services Delivery. Passio may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.

3. **PROJECT MANAGEMENT**.

a. Project Managers. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Customer's project manager will be responsible for scheduling training sessions, delivery and installation dates for the Equipment to the extent not set out in an Order, and any other requests Customer may have for the Services. Each party shall ensure its project manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity.

b. Delays in Performance. If Passio's performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's vehicle fleet, mechanical issues with such vehicle fleet, differences between the vehicle design and descriptions provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees, Passio shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Passio's obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

4. **EQUIPMENT**.

a. General. Passio will provide the Equipment to Customer set out in an Order in exchange for the fees and expenses set out therein. Risk of loss in and to the Equipment will transfer to Customer upon shipment to the location specified by Customer in an Order, or if not specified therein, the location specified by Customer in writing.

b. Installation. In exchange for the fees set out in the applicable Order, Passio shall assist Customer in installing the Equipment in its vehicle fleet based on the fleet descriptions provided by Customer in an Order. If installation times are extended or Passio is required to make additional in person trips to finish an installation for any reason rising under Section 3(b), additional fees and expenses may apply, and Customer shall pay such additional fees and expenses. Customer acknowledges that the interior design of vehicles within a fleet may differ even among those vehicles with the same make, model and manufacturer, and Customer shall be responsible for identifying the location for power, ground, and ignition sources for each component on each vehicle to ensure proper installation connections.

c. Inspection; Acceptance. Following Passio's completion of the installation of the Equipment (the "Installed Equipment"), Customer shall inspect the Installed Equipment within five business days of the completion of such installation ("Inspection Period") and either accept or, if any of the Installed Equipment is not in material conformance with the applicable equipment warranty (collectively, "Nonconforming Equipment"), reject such Nonconforming Equipment. Customer will be deemed to have accepted the Installed Equipment unless it notifies Passio in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Passio, including appropriate descriptions, pictures, and other documentation requested. If Customer timely notifies Passio of any Nonconforming Equipment and Passio confirms that the Equipment are Nonconforming Equipment, Passio shall, in its sole discretion: (i) repair or replace such Nonconforming Equipment with conforming Equipment, or (ii) refund the amounts paid for such Nonconforming Equipment, together with all shipping and handling expenses incurred by Customer in connection therewith. CLIENT ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN SECTION ARE CLIENT'S EXCLUSIVE REMEDIES AND PASSIO'S SOLE OBLIGATION FOR THE DELIVERY OR INSTALLATION OF NONCONFORMING EQUIPMENT.

5. **FEES AND EXPENSES**.

a. Services Fees. For the Services provided under this Agreement, Customer shall pay Passio the fees in the amounts set forth in the applicable Order. All non-recurring fees, including, but not limited to software, equipment, installation, warranty, project management, and licenses are due upon delivery. Recurring fees for the Hosted Services are invoiced within 30 days of the installation date of the Equipment or on the date the Hosted Services become available for use by the Customer. Fees are non-cancelable and non-refundable. Customer shall pay all invoices net 30 days from the date of the Passio's invoice. All fees paid and expenses reimbursed under this Agreement will be in United States currency.

b. Late Fees. If any invoiced amount is not received by Passio by the due date, then, without limiting Passio's rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Passio, at its option, may suspend the Services, in whole or in part, if Passio does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances. Passio may charge a reinstatement fee for any suspended or cancelled Service. To the extent Passio must pursue Customer for collection of past due amounts, Customer shall pay for all costs related to such collection attempts, including any reasonable attorney's fees and court cost.

c. Taxes. Passio's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Passio has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Passio will invoice Customer and Customer will pay that amount unless Customer provides Passio with a valid tax exemption certificate authorized by the appropriate taxing authority.

d. Equipment; Shipping and Handling. Customer shall pay all fees and expenses related to the purchase of the Equipment and the shipping and handling of such Equipment to Customer's designated location.

e. No Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

6. CONFIDENTIALITY.

a. Definition of Confidential Information. "**Confidential Information**" means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Passio includes the Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "**Disclosing Party**" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "**Recipient**" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

b. Requirement of Confidentiality. The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section 6 will survive termination and continue for so long as the applicable information constitutes Confidential Information.

c. Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. TERM; TERMINATION.

a. Term. This Agreement will commence on the Effective Date and will continue for a period as specified in the Agreement unless earlier terminated in accordance with this Agreement. At the end of the Initial Term, this Agreement may be renewed by mutual agreement between the parties for additional one-year periods (each, a "Renewal Term" and together with the Initial Term, the "Term").

b. Recurring Fees automatically increase annually by 3% or the prevailing Consumer Price Index Rate, whichever is greater, up to a maximum of 5% per year unless otherwise determined by mutual agreement and documented, in writing, by all parties. Initial pricing setout and agreed upon in execution of the agreement shall be in effect for the duration of the agreement.

c. Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, this Agreement may be terminated as provided below:

i. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30) days after written notice of such breach is

delivered to such other party, with a material breach including Customer's failure to pay, when due, any fees due to Passio; or

ii. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

iii. By the terms indicated in the City of Billings services agreement.

d. Entitlement to Payment. In the event this Agreement expirations or terminates for any reason, Customer shall be pay Passio for work that has actually been performed on and prior to the effective date of such termination. Customer shall not be entitled to any refunds of previously paid funds unless said funds are paid in advance of work to be completed, in advance of equipment yet to be delivered, or for unused or uninstalled equipment remitted or returned to Passio within 120 (one hundred twenty) days from delivery. If Customer terminates agreement early, for any reason other than those specified in this agreement, all remaining payments will immediately come due and full payment will be made within 10 (ten) days of notification.

e. Effect of Termination or Expiration. Upon expiration or termination of this Agreement for any reason: (a) all Orders hereunder will terminate, and all rights and licenses granted by Passio hereunder to Customer will immediately cease; and (b) Customer will immediately cease use of any Services and, within thirty (30) days after termination or expiration of this Agreement, return to Passio or, at Passio's written request destroy, all Passio Confidential Information in Customer's possession or control. Any section that must survive in order to give force to its intended effect shall survive the expiration or termination of this Agreement, including, without limitation, this section, a party's payment obligations, and a party's defense and indemnification obligations.

8. **PROPRIETARY RIGHTS AND LICENSES**.

a. Reservation. Passio and its licensors reserve all of their rights, title, and interest in and to the Services and the Documentation, including all intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

b. Access to Hosted Services. Subject to Customer's compliance with this Agreement and any Orders, Passio grants to Customer a non-exclusive, non-transferable, limited license for Designated Users to access and use the Hosted Services and Documentation solely for Customer's internal business purposes.

c. License to Equipment Software. Subject to Customer's compliance with the terms and conditions of this Agreement, Passio grants to Customer, solely for the benefit of Customer, the following non-exclusive, non-sublicensable, non-transferable (except solely in connection with the sale of Equipment), and perpetual rights and licenses to use one copy of the Equipment Software on each piece of Equipment solely in furtherance of the use of such Equipment. "Equipment Software" means the software included within the Equipment for the purposes of supporting and interacting with the Hosted Services. Customer may not, and shall not, (i) use the Equipment Software other than in connection with the use of the Equipment, (ii) transfer, rent, donate, assign, lease, or otherwise use the Equipment Software in any time-sharing or service bureau arrangement, or (iii) copy, reproduce, distribute, sublicense, create derivative works of, reverse engineer, decompile, disassemble, or otherwise modify or commercially exploit the Equipment Software.

d. Trademark License. To the extent that Customer requests that Passio rebrand the outward appearance of the Hosted Services, or "white label" the Hosted Services, Customer hereby grants Passio a limited, non-exclusive, non-transferable and royalty-free license to publish, display, and use Customer's trademarks, service marks, names, or logos provided by Customer solely in connection with the provision of Services to Customer under this Agreement.

e. Blind Data. Notwithstanding anything to the contrary in this Agreement, Passio may use certain data inputted into, processed, or generated by the Hosted Services to generate Blind Data, and such Blind Data will be owned solely by Passio. Passio may exploit Blind Data for any lawful purpose without any duty of accounting to Customer. "Blind Data" means any of the following to the extent it has been de-identified and anonymized so that it does not identify Customer or any individual: (a) data, records, files, content, or information, in any form or format, acquired, collected, received, stored, or maintained by Passio from or on behalf of Customer or otherwise in connection the Services; or (b) derived therefrom.

f. Feedback. Customer grants to Passio a worldwide, perpetual, irrevocable, transferable, sub-licensable, fully paid-up, royalty-free license to use and incorporate into the Services or Equipment any suggestions, enhancements, requests, recommendations, corrections, or other feedback provided by Customer or Users relating to the operation of the Services or Equipment without restriction.

9. **CUSTOMER RESPONSIBILITIES; LICENSE RESTRICTIONS.**

a. Customer Responsibilities. Customer shall: (a) be responsible for its and the Users compliance with this Agreement and for all acts and omissions of the Users as if

they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of data and information inputted into the Hosted Services ("Input Data") and the means by which Customer acquired the Input Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Services and notify Passio promptly of any unauthorized access or use of which Customer becomes aware; (d) use Hosted Services and Equipment Software only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to Customer's use of the Hosted Services and Equipment Software; and (f) promptly and fully cooperate with Passio and make the necessary personnel and resources available to Passio for Passio to deliver the Services, as reasonably requested by Passio.

b. Technical Requirements. Customer will need Equipment and certain other equipment (including its vehicle fleet), software, and/or Internet access to be able to access and/or use the Hosted Services and otherwise receive the Services hereunder. The (i) acquisition, (ii) installation and maintenance (other than the Equipment), and (iii) operation of the Equipment, such other equipment, software and/or Internet access is solely Customer's responsibility. Passio neither represents nor warrants that the Hosted Services will be accessible through all web browser releases.

c. Prohibited Uses. Customer shall not and will not permit others in using the Hosted Services to: (i) infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or Passio; (ii) transmit or upload any material through the Hosted Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Passio's, or any other person's or entity's, network, computer system, or other equipment; (iii) attempt to gain unauthorized access to the Hosted Services; (iv) make the Hosted Services available to, or use any Service for the benefit of, anyone other than Customer or Users; (v) lease, license, sell, sublicense or otherwise transfer its access to or use of the Hosted Services, or include any Hosted Service in a service bureau or outsourcing offering; (vi) access any Service in order to build a competitive product or service; or (vii) reverse engineer, decompile, or disassemble any Hosted Service. Passio has no obligation to monitor Customer's use of the Hosted Services. However, Passio reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

10. **WARRANTIES**.

a. Passio. Passio represents and warrants that (i) Passio's personnel assigned to perform Services under this Agreement have the proper skill, training and background so as to be able to perform in a manner consistent with accepted industry standards and practices; (ii) the Hosted Services be provided in conformance with the Documentation in all material respects; and (iii) the Professional Services shall be provided in a professional and workmanlike manner consistent with generally accepted industry standards.

b. Limited Equipment Warranty.

i. Scope of Warranty. Passio warrants that, for one year following delivery, the Equipment shall be free of any material defects in material and workmanship. The foregoing warranty does not cover defects, damages, or issues arising from the following: (1) negligence, abuse, neglect, or misuse of the Equipment by any person or entity other than Passio; (2) use of the Equipment other than in accordance with Documentation or with hardware or software not previously approved by Passio in writing; (3) damages sustained from vehicle malfunctions or accidents; (4) repairs, attempted repairs, alterations, installations, or reinstallations of the Equipment by any person or entity other than Passio; or (5) theft or vandalism. Customer may purchase extended warranty coverage by entering into an Order with Passio for the same.

ii. Return Procedures. Customer's remedy for any defective Equipment is conditioned on its compliance with this section. Customer shall (1) notify Passio, in writing, of any alleged claim or defect within 10 days from the date Customer discovers an alleged claim or defect, (2) complete and return a Return Materials Authorization (RMA) to Passio, and (3) ship, at its expense and risk of loss, such allegedly defective Equipment to Passio's facility located at 6100 Lake Forrest Dr. Suite 410, Atlanta, GA 30328 or other location as designated by Passio for inspection and testing by Passio. Upon receipt of the Equipment alleged to be defective, Passio shall inspect and test such Equipment for defects, and if such inspection and testing confirms the reported defect, Passio shall, in its sole discretion, repair or replace such Equipment. If Passio elects to repair or replace the Equipment, Passio shall ship the repaired or replacement Equipment to Customer at Passio's expense. If Passio determines that any returned Equipment is not defective, Passio may charge Customer a service fee per piece of Equipment at its then current service rates plus pass through shipping costs for the return of the Equipment. THIS SECTION SETS FORTH THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND PASSIO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(b).

iii. Non-Warranty Repairs. For Equipment returned for repair or replacement outside of the warranty period, Passio shall charge Customer, and Customer shall pay, all costs associated with the repaired or replacement

Equipment, shipping, and labor overhead and order processing.

c. Customer. Customer represents and warrants that (i) it shall perform its obligations hereunder in a professional and workmanlike manner consistent with generally accepted industry standards, and (ii) promptly respond to and provide Passio with all materials, information, and facility access requested by Passio as necessary for Passio to provide the Services and otherwise perform its obligations hereunder.

d. Disclaimer. Customer acknowledges that (i) the Services are an information tool only and are not a substitute for competent management and oversight of Customer's vehicle fleet, transportation systems, and personnel generally and (ii) the Services depend upon a number of variables over which Passio has no control, including data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks and fiber and telecommunication lines. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 10, PASSIO DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY PASSIO. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS.

11. **INDEMNIFICATION**.

a. Passio Indemnification. Passio will at its sole expense defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Hosted Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "**Claim Against Customer**"), and will pay all settlements entered into and damages awarded against Customer by the court adjudicating a Claim Against Customer; provided, however, that Passio will have no obligations under this section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Passio; (b) use of the Hosted Services in combination with any materials or equipment not supplied to Customer by Passio; (c) any modifications or changes made to the Hosted Services by or on behalf of any person or entity other than Passio; (d) Customer's Confidential Information; or (e) Customer's breach of this Agreement, the Documentation, or the applicable Order(s). If a Hosted Service, or any part thereof, becomes, or in the opinion of Passio may become, the subject of a claim of infringement or misappropriation, Passio may, at its option: (x) obtain a license for Customer's continued use of that Hosted Service in accordance with this Agreement; (y) replace or modify the Hosted Services so that they are no longer claimed to infringe or misappropriate; or (z) terminate this Agreement and refund to Customer a pro rata portion of the fees prepaid by Customer for the infringing Hosted Service covering the unused portion remaining in the then current term. THIS SECTION SETS OUT CUSTOMER'S EXCLUSIVE REMEDY AND PASSIO'S SOLE OBLIGATION IN RESPECT OF ANY INTELLECTUAL PROPERTY RELATED CLAIMS BY THIRD PARTIES.

b. Customer Indemnification. Customer will defend Passio and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information, data, or materials provided by Customer, or Passio's receipt or use thereof, violates or infringes any intellectual property, proprietary, or privacy right or misappropriates any trade secret of that third party; (b) arising from Customer's failure to comply with applicable law; or (c) arising from a dispute between Customer and any client or passenger of Customer that isn't caused by Passio's negligence (each of (a) – (c), a "**Claim Against Passio**") and will pay all settlements entered into and damages awarded against Passio as a result of a Claim Against Passio.

c. Indemnification Procedures. The party seeking indemnification hereunder will promptly notify the indemnifying party in writing of a claim for which it seeks indemnification hereunder and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party will immediately take control of the defense and investigation of the claim and will employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party will not settle any claim hereunder in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section will not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

12. **LIMITATION ON LIABILITY**.

a. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.c, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH DAMAGE WAS FORESEEABLE OR A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.c, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PASSIO PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

c. Exceptions. The exclusions and limitations in Section 12(a) and Section 12(b) will not apply to: (a) a party's payment obligations, (b) use of the Hosted Services or Equipment Software outside the scope of licenses granted herein, (c) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Non-Disclosure and Confidentiality); or (d) a party's obligations under Section 11 (Indemnification).

13. **GENERAL**.

a. Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party; provided that, upon prior written notice to the other party, either party may assign this Agreement, in whole, to a successor of all or substantially all of the assets of that party through merger, reorganization, consolidation or acquisition, whether by operation of law or otherwise. Any such assignment shall be subject to the assignee's express written acceptance of all of the terms of this Agreement. Both parties agree that any permitted assignment it makes hereunder shall not relieve the parties of their respective obligations hereunder.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana without reference to the conflicts of law provisions thereof. The sole jurisdiction and venue for any litigation arising out of this Agreement shall be the state courts in the State of Montana, and the parties irrevocably consent to the personal jurisdiction of such courts.

c. Waiver. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

d. Complete Agreement. This Agreement together with any Order and the Schedules hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties. No modification, amendment, supplement to or waiver of this Agreement hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

e. Export. Customer shall not itself, or permit any third party, to, export, re-export or release, directly or indirectly, the Services or Equipment to any country, jurisdiction or individual person to which the export, re-export or release of the Service or Equipment (a) is prohibited by applicable law and associated regulations or (b) without first completing all required undertakings, including obtaining any necessary export license or other governmental approval.

f. Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

g. Independent Contractor. Passio's relationship with Customer will be that of an independent contractor. Nothing in this Agreement is to be construed as designating Passio an agent or employee of Customer.

h. Remedies. The rights and remedies of the parties as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to them in law or in equity.

i. Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of the other party or third parties.

j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

k. Additional Service and/or Locations. Any additional services ordered by customer shall be considered an extension of this agreement. All terms and conditions shall apply to any orders so long as additional order has been approved, either in writing or electronically by Customer The order for additional services shall include pricing and term for added services. Additional services may include, but are not limited to, adding solutions/equipment to existing fleet, adding solutions/equipment to additional vehicles, transferring equipment from decommissioned vehicles to new vehicles, adding services to new end user locations, or adding customized solutions/equipment/products.

Schedule B – Service Levels Agreement

1. Support. Passio will provide remote support for connectivity, configuration, and hardware troubleshooting. Passio will provide or arrange for on-site support services following installation of the Equipment for additional fees, which may include trip charges and/or travel expenses, hourly fees, and minimum charges as incurred. Passio's support personnel will, under most circumstances, log and confirm support items within one working day. Passio shall use commercially reasonable efforts to resolve critical support items are within two working days or less.

2. Scheduled Maintenance. Passio shall use commercially reasonable efforts to provide Customer with prior notice of maintenance times, which Passio typically conducts during off-peak periods.

3. Availability. Subject to the terms and conditions of this Agreement, Passio will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section 1 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Hosted Services to meet the Availability Requirement. "**Available**" and "**Availability**" mean the Hosted Services are available for access and use by Customer. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by Customer or any of its users, or using Customer's or an users' access credentials, that does not strictly comply with this Agreement or the Documentation; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's or its users' Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Passio pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which Passio has provided Customer at least 24 hours' prior notice via email or though the Hosted Services; or (g) disabling, suspending, or terminating the Services pursuant to the Agreement.

4. Service Level Failures and Remedies. In the event of a Service Level Failure, Passio will issue a credit to Customer in the amount set forth in the table below, measured as a percentage of the monthly fees (or pro rata equivalent thereof) for the applicable Hosted Services paid or payable for the Service Period the Service Level Failure occurred (each a "**Service Credit**").

Availability	**Service Credit** (as percentage of monthly fees (or pro rata equivalent thereof))
99.0% - 100%	0.0 %
95.0% - 98.9%	2.5 %
90.0% - 94.9%	5.0 %
< 90.0%	20.0 %

Notwithstanding the foregoing, Passio has no obligation to issue any Service Credit unless Customer: (i) reports the Service Failure to Passio immediately upon becoming aware of it, and (ii) requests such Service Credit in writing within 10 days of the Service Level Failure. Additionally, in no event will a Service Credit for any Service Period exceed [twenty percent (20%)] of the total monthly fees (or pro rata equivalent thereof) that would be payable for that Service Period if no Service Level Failure had occurred. For the avoidance of doubt, if a flat fee is agreed upon in the applicable Order, and as a result there is not a monthly fee, the Service Credit for any Service Period will not exceed twenty percent (20%) of the total flat fee divided by the total number of months that constitute the Term. Subject to the foregoing, any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 4 sets forth Passio's sole obligation and liability and Customer's sole remedy for any Service Level Failure, and Passio and Customer agree that such credits are a reasonable estimation of the damages and are not a penalty.

5. Hardware Replacement. Passio will typically order and/or ship replacement hardware within two working days of receiving completed Return Merchandise Authorization from Customer. Replacement items not in stock will be processed using the available supplier with the fastest replacement schedule available at the time. Equipment replaced under Passio Warranty Program (either standard one year manufacturer's warranty or if extended warranty is purchased) covers equipment only and does not include labor or installation. Customer is responsible for shipping costs and warranty processing fees.

6. Equipment Installation. If equipment and installation services are contracted, customer shall provide direction, in writing, to Passio Technologies, a minimum of 10 days prior to installation date. Information to be provided shall include power source for all equipment, location of equipment installation, and any other installation parameters. Vehicle installation shall be deemed complete and accepted by customer after successful communications test by installer. Customer has two working days to alert Passio Technologies, in writing to any installation exception. Installation are warrantied for 30 days.

7. System Deployment and Testing. Initial system deployment testing to start a minimum of fourteen (14) working days prior to live deployment and typically continues for 30-90 days post live start. All equipment shall be fully installed to initiate deployment testing, any equipment not installed will extend testing period. Items to be reviewed and adjusted (but not limited to) will include equipment installation and communications, system configuration, schedule activity, and reporting and analytics. Customers will work directly with deployment team to review, update and provide feedback for edits and adjustments. Accuracy of reports and system data is directly related to the thoroughness of the deployment testing, and any limitations placed on the testing process may impact the amount of time needed to address reporting or configuration issues.

8. Customer Agreement. Customer agrees to the above terms and conditions upon acceptance of equipment and/or software licenses.

9. Payment Milestones.

Software: Setup and Licenses

MILESTONE: Contract Signature and/or Purchase Order Issued

50% Full Project Software Setup Fees Billed

50% All Vehicle License Fees Billed

MILESTONE: Access to Software (Typically within first 30 days or less)

50% Full Project Software Setup Fees Billed

50% All Vehicle License Fees Billed

Equipment & Installation

MILESTONE: Equipment received at client location.

50% Equipment Costs Billed

Invoices will include Vehicle Asset Number for each equipment component shipped.

MILESTONE: Equipment Installed and Communication Confirmed

50% Equipment Costs Billed

Vehicle Installation Fees Billed by Vehicle as completed

Trip fees billed when customer requires trips outside of the initial installation plan

Recurring Fees

MILESTONE: Go Live Date Plus One Week

100% Recurring Fees (Monthly or Annual)

Schedule C – Statement of Work and Order Form Template

Statement of Work

Term
This Agreement will commence on the Effective Date and will continue for the period specified unless earlier terminated in accordance with this Agreement.

Solutions Proposed

Passio quotes are provided next.

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Passio Technologies
6100 Lake Forrest Dr
Atlanta, GA 30328
United States

Quote #	**1440 v2**
Date	**Mar 15, 2023**
Expires	**May 23, 2023**
Contact	**Sam Tupman**

Prepared for Billings Montana
Rusty Logan
United States

T: 406-657-8221
E: loganr@billingsmt.gov

ACCEPT QUOTE

Passio Technologies Quote GO, APC, MDT, NTD,LEDX

GO

One-Time Fees

Category	Item	Qty	Price	Total
Setup	**Passio GO CAD/AVL GPS Setup** Setup Passio GO solution for customer account. One fee per system. 20% Item Discount ($527.40) Code: GOga	1	$2,637.00	~~$2,637.00~~ **$2,109.60†**
	Base Price		$2,637.00	$2,637.00
License	**Passio GO GPS CAD/AVL Software License** Per unit one time software license. Includes lifetime updates. For Installed, Portable, and API Configuration. Code: GOgpsavl	29	$134.00	**$3,886.00**
	Base Price		$134.00	$3,886.00

One-Time Subtotal	$6,523.00
Discount	($527.40)

Annual Fees

Category	Item	Qty	Price	Total
Recurring	**Passio GO GPS/AVL Recurring Annual** Per unit annual recurring fee. Configuration updates, reporting, and data storage. Code: 40RX21PGO	29	$699.00	**$20,271.00†**

** Recurring fees billed annually with 0 upfront payment(s).*

Annual Subtotal	$20,271.00

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

MDT Mobile Data Terminals

One-Time Fees

Category	Item	Qty	Price	Total
Hardware	**MDT - Mobile Data Terminal** Rugged Android MDT, Multi Connections, Stationary Mount. Code: 1210003MDT	25	$947.52	**$23,688.00**

One-Time Subtotal $23,688.00

NTD

One-Time Fees

Category	Item	Qty	Price	Total
Setup	**NTD Setup with OpsView** NTD Parameters and Reporting Setup for NTD Information (Time Groups and Service Schedule) NTD Report Module in Passio Navigator OPSVIEW Account Setup Configuration • Route, Stop, and Driver Configuration • LiveMap • Replay Mode Code: NTDS	1	$5,617.00	**$5,617.00**†
License	**NTD Software License with OpsView** NTD License plus per unit one time software license. Includes lifetime updates for OpsView NTD Parameters and Reporting for NTD Information (Time Groups and Service Schedule) NTD Report Module in Passio Navigator OPSVIEW Account Setup Configuration • Route, Stop, and Driver Configuration • LiveMap • Replay Mode Code: OPSNTDsl	25	$138.00	**$3,450.00**†

One-Time Subtotal $9,067.00

Annual Fees

Category	Item	Qty	Price	Total

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Category	Item	Qty	Price	Total
Recurring	**NTD: Annual Service** Per unit annual recurring fee for NTD for customers with Passio GO. Configuration updates, reporting, and data storage. NTD Parameters and Reporting for NTD Information (Time Groups and Service Schedule) NTD Report Module in Passio Navigator Code: NTDANN	25	$469.00	**$11,725.00**†

** Recurring fees billed annually with 0 upfront payment(s).*

Annual Subtotal $11,725.00

APC 2 Door Vehicles 25

One-Time Fees

Category	Item	Qty	Price	Total
License	**Passenger Counting:APC Software License** Per unit one time software license. Includes lifetime updates. Code: APCsl	25	$762.00	**$19,050.00**†
Setup	**Passenger Counting:APC System Setup** Configuration - sensor installed automated passenger count generator with mobile data terminal for driver log in and passenger type recording. 20% Item Discount ($395.20) Code: APCss	1	$1,976.00	~~$1,976.00~~ **$1,580.80**†

One-Time Subtotal $21,026.00

Discount ($395.20)

Annual Fees

Category	Item	Qty	Price	Total
Recurring	**Passenger Counting:APC Recurring Annually** Per unit annual recurring fee. Configuration updates, reporting, and data storage. Code: APCA	25	$710.00	**$17,750.00**†

** Recurring fees billed annually with 0 upfront payment(s).*

Annual Subtotal $17,750.00

Quote

Cubic Integration

One-Time Fees

Category	Item	Qty	Price	Total
Setup	**API Integration - Cubic Fare** API Integration with Cubic Fare Code: APIGTAB	1	$7,800.00	**$7,800.00**

One-Time Subtotal $7,800.00

Annual Fees

Category	Item	Qty	Price	Total
Recurring	**API Integration Recurring Annual** Annual fee for API Integration. Includes software updates and real time location data integration, as well as updates to the integration protocols for any changes. Passio (Code: APIINTRECUR)	1	$3,600.00	**$3,600.00**

** Recurring fees billed annually with 0 upfront payment(s).*

Annual Subtotal $3,600.00

Installation - 5 Vehicles, Client to do All Others

One-Time Fees

Category	Item	Qty	Price	Total
Installation	**Installation** Hardware installation and connectivity testing. On site charges, travel, and initial costs. Passio (Code: Install) Component Install: MDT (Mobile Data Terminal) (MDTINST) APC Two Door (APC2INST) LEDX Installation (LEDXINST) LEDx Engineer (LEDENG) On-Site Vehicle Audit (VEHAUD)	5	$2,145.00	**$10,725.00**

One-Time Subtotal $10,725.00

Training

One-Time Fees

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Category	Item	Qty	Price	Total
Hardware / Maintenance	**Training On Site** On site training Code: TrainingOS	3	$2,200.00	**$6,600.00**†
			One-Time Subtotal	$6,600.00

Warranty

One-Time Fees

Category	Item	Qty	Price	Total
Hardware / Warranty	**MDT Warranty** Mobile Data Terminal Warranty - covers all manufacturers defects and device failures not related to damage, vandalism, misuse, accident, or other non normal wear and tear event. All devices include a 12 month standard warranty. Warranties may be extended to add to the initial 12 month period. Lilliput (Code: MDTwar)	25	$225.00	**$5,625.00**†
	Extended Warranty: MDT 36 Month Warranty Per Device (MDTWTY36)		$225.00	$5,625.00
			One-Time Subtotal	$5,625.00

LEDX

One-Time Fees

Category	Item	Qty	Price	Total
License	**LED Connect (LEDx) Destination Sign Software License** Integration with J1708/J1939 exterior destination sign. Includes connection hardware. Controller and software for manufacturer signs required to push sign codes to headway sign from Passio Navigator. Updates to controller still required. Code: 1212020LEDX	25	$515.00	**$12,875.00**†
Setup	**LED Connect (LEDx) Setup** Account setup for J1708/J1939 Destination Signs. Includes mapping of manufacturer sign codes to Passio Navigator routes. Controller and software for manufacturer signs required to push sign codes to headway sign from Passio Navigator. Updates to controller still required. Code: 1212046LEDX	1	$5,154.00	**$5,154.00**†
HDW&INST	**LED Hardware** Wiring harness, mounts, hardware	25	$278.00	**$6,950.00**

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Category	Item	Qty	Price	Total
	Code: LEDhard2			

One-Time Subtotal $24,979.00

Annual Fees

Category	Item	Qty	Price	Total
Recurring	**LED Connect (LEDx) Software Recurring Annual** Per unit annual recurring fee for J1708/J1939 Destination LED sign integration and software management. Controller and software for manufacturer signs required to push sign codes to headway sign from Passio Navigator. Updates to controller still required. Code: 2210029LEDX	25	$122.00	**$3,050.00**†

** Recurring fees billed annually with 0 upfront payment(s).*

Annual Subtotal $3,050.00

Summary

† *Non-taxable item*

Please contact us if you have any questions.

One-Time Subtotal	$116,033.00
Discount	($922.60)
Total One-Time	**$115,110.40 USD**
Total Annually	**$56,396.00 USD**

ACCEPT QUOTE

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Cost Breakdown

Category	One-Time Fees	Annual Fees
Setup	$23,184.00	—
License	$39,261.00	—
Recurring	—	$56,396.00
Hardware	$23,688.00	—
Installation	$10,725.00	—
Hardware / Maintenance	$6,600.00	—
Hardware / Warranty	$5,625.00	—
HDW&INST	$6,950.00	—
Discount	($922.60)	—
Total	**$115,110.40 USD**	**$56,396.00 USD**

Standard Terms and Conditions

- Installation
  - All installation quotes are estimates based on customer provided vehicle information. Limited vehicle availability or undocumented vehicle configuration information may result in increased installation costs and/or trip charges.
- Sales & Use Tax
  - Customers are responsible for all applicable sales tax. If you are sales tax exempt or use taxes are accrued, please provide that documentation at the time of order acceptance.
- Term of Agreement
  - Standard term is 36 months for optimal pricing. Customers have the option to select 60 month term to lock in pricing for an extended period. Lesser term periods are subject to higher recurring fees. After term agreement is completed customer has the option to transition to a new term agreement or month to month arrangement, any price adjustments will be communicated, in writing, at that time. Month to month customers may cancel at any time by providing a minimum of 30 days' written notification.
- Deposit
  - New customers are required to pay a deposit equal to 50% of the one time costs prior to shipment of any equipment or account setup.

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Passio Technologies
6100 Lake Forrest Dr
Atlanta, GA 30328
United States

Quote #	**1474**
Date	**Mar 15, 2023**
Expires	**Jun 13, 2023**
Contact	**Sam Tupman**

Prepared for Billings Montana
Rusty Logan
United States

T: 406-657-8221
E: loganr@billingsmt.gov

ACCEPT QUOTE

Passio Technologies Quote 25 Vehicles Telematics

Telematics

One-Time Fees

Category	Item	Qty	Price	Total
Setup/License	**Telematics Setup** Telematics Setup Code: TeleSet	25	$476.00	**$11,900.00**†
License	**Telematics Software License** Telematics Software License Code: TeleSo	25	$88.00	**$2,200.00**†
Hardware	**VLU Telematics** Vehicle Logic Unit for GPS Tracking includes external antenna and connection to JBUS or OBD for odometer, DTC codes, and telematics information. CalAmp (Code: VLUT)	25	$721.00	**$18,025.00**

One-Time Subtotal $32,125.00

Annual Fees

Category	Item	Qty	Price	Total
Recurring	**Telematics Recurring Annually** Telematics Recurring Code: TeleA	25	$96.00	**$2,400.00**†

** Recurring fees billed annually with 0 upfront payment(s).*

Annual Subtotal $2,400.00

CITY OF Billings

PASSIO TECHNOLOGIES

Quote

Installation

One-Time Fees

Category	Item	Qty	Price	Total
Installation	**Installation of 5 Units, client to do all others, IF done at same time as core system** Hardware installation and connectivity testing. On site charges, travel, and initial costs. Passio (Code: Install) Component Install: VLU (Vehicle Logic Unit) (VLUINST)	5	$220.00	**$1,100.00**
			One-Time Subtotal	$1,100.00

Summary

[†] *Non-taxable item*

Please contact us if you have any questions.

Total One-Time	**$33,225.00 USD**
Total Annually	**$2,400.00 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
Recurring	—	$2,400.00
Setup/License	$11,900.00	—
License	$2,200.00	—
Hardware	$18,025.00	—
Installation	$1,100.00	—
Total	**$33,225.00 USD**	**$2,400.00 USD**

Standard Terms and Conditions

- Installation
  - All installation quotes are estimates based on customer provided vehicle information. Limited vehicle availability or undocumented vehicle configuration information may result in increased installation costs and/or trip charges.
- Sales & Use Tax
  - Customers are responsible for all applicable sales tax. If you are sales tax exempt or use taxes are accrued, please provide that documentation at the time of order acceptance.
- Term of Agreement

- Standard term is 36 months for optimal pricing. Customers have the option to select 60 month term to lock in pricing for an extended period. Lesser term periods are subject to higher recurring fees. After term agreement is completed customer has the option to transition to a new term agreement or month to month arrangement, any price adjustments will be communicated, in writing, at that time. Month to month customers may cancel at any time by providing a minimum of 30 days' written notification.

- Deposit
  - New customers are required to pay a deposit equal to 50% of the one time costs prior to shipment of any equipment or account setup.

EXHIBIT B

FTA Required Contract Clauses and Other Certifications

Contract Clauses Required for Federal Transit Administration (FTA) Funded Contracts

1. No Federal Government Obligation to Third Parties
The City of Billings, Aviation/Transit Department - MET Transit Division and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governments in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Access to Records

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FTA does not require the inclusion of these requirements in subcontracts.

4. Federal Changes

49 CFR Part 18 - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights Laws and Regulations

1) **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:
   a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
   b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2) **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3) **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4) **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

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

1) **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e

note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

5) **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device

supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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

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

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

10. Prompt Payment
The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

11. Procurement of Recovered Materials
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 42 CFR Part 247, and Executive Order 12873, as they apply to the procures of the items designated in Subpart B of 40 CFR Part 247. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

12. ADA Access
The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

14. Notification to FTA
If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the City, which will then notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City is located. The Contractor is required to include an equivalent provision in

its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. § 180.220 and 1200.220.

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

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

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

15. Debarment and Suspension

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

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

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

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

16. Violation and Breach of Contract

Rights and Remedies of the City

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

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

For purposes of this Contract, breach shall include:

Rights and Remedies of Contractor

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

Remedies

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

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of The City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

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

Performance during Dispute
Unless otherwise directed by The City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

17. Byrd Anti-Lobbying Amendment
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

18. Clean Air Act & Federal Water Pollution Control Act
The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

22. Cargo Preference

Use of United States-Flag Vessels - The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the contractor in the case of a subcontractor's bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

23. Fly America Requirements

a) Definitions. As used in this clause—

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

2) “United States” means the 50 States, the City of Columbia, and outlying areas.

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

26. Veterans Hiring Preference

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

27. Equal Employment Opportunity

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, sexual orientation, gender identity, 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,

sexual orientation, gender identity, 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 by the contracting officer 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

31. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

Other Certifications

1. The individual signing certifies that he/she is authorized to contract on behalf of the proposer.

2. The individual signing certifies that the proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the proposer.

3. The individual signing certifies that there has been no attempt by the proposer to discourage any potential proposer from submitting a proposal.

The proposer, by signing below, agrees to comply with these contract requirements and makes the certifications outlined above.

_____ _____

Signed Date

_____

Printed name

_____ _____

Title Company

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DEBARMENT AND SUSPENSION CERTIFICATION

The prospective lower tier participant (Bidder/Proposer) certifies by submission of this Offer, that neither it nor its principals, as defined at 2 CFR § 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded (defined at 2 CFR § 180.940) or disqualified as defined at 2 CFR §180.935.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

1) It will comply and facilitate compliance with the requirements of 2 CFR § 180, subpart C and 2 CFR § 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
    a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified.
    b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
        i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
        ii. Violation of any Federal or State antitrust statute, or
        iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
    c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
    d. It has not had one or more public transactions (Federal, State or local) terminated for cause or default within a three-year period preceding this Certification,
    e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
    f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 180 if it:
        i. Equals or exceeds $25,000
        ii. Is for audit services, or
        iii. Requires the consent of a Federal official, and
    g. It will require that each covered lower tier contractor and subcontractor:

i. Comply and facilitate compliance with the Federal requirements of 2 CFR part 180 and 3000, and
ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    (a) Debarred, suspended, proposed for debarment, declared ineligible to participate, voluntarily excluded from participation or disqualified from participation in its federally funded project, and

3) It will provide a written explanation as indicate don a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

The certification in this clause is a material representation of fact relied upon by the City of Billings, Aviation/Transit Department - MET Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Billings, Aviation/Transit Department - MET Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

_____ **Signature of Bidder or Proposer's Authorized Official**

_____ **Name and Title of Bidder or Proposer's Authorized Official**

_____ **Date**

Bidder List Required Information

The bidder listed below acknowledges that this information is required to be complied and reported in accordance with the City's DBE Program and with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. 11(c).

Business Name: _____

Business Address: _____

Years in Business: _____ Telephone: _____

Fax: _____ Email: _____

Type of Organization (Check one):

a. Sole Proprietorship ( ) b. Partnership ( ) c. Corporation ( ) d. Joint Venture ( )

Is Business Registered With the State of Montana as a Disadvantaged Business Enterprise?

a. Yes ( ) b. No ( )

Annual Gross Receipts of Business:

Less than $500,000 ( )

$500,000 - $1,000,000 ( )

$1,000,000 - $5,000,000 ( )

$5,000,000 - $10,000,000 ( )

Over $10,000,000 ( )

_____

Signature

_____

Title

City Council Regular
Date: 04/10/2023
Title: MET Transit Purchase of Four (4) Heavy-Duty Diesel Transit Buses, Gillig, LLC
Presented by: Rusty Logan
Department: Transit
Presentation: No
Legal Review No

RECOMMENDATION

Staff recommends that the Council approve the agreement for $2,125,304 with Gillig, LLC to purchase four Heavy-Duty Diesel Transit Buses.

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

The City of Billings MET Transit system was notified by the Federal Transit Administration on March 14, 2022, of its successful application and award of competitive Bus and Bus Facility funds to purchase four diesel buses as well as perform facility updates. In fulfillment of this award, MET Transit is requesting authorization to purchase four (4) diesel powered 35-foot Gillig buses using an in place and in effect multi-state purchasing agreement held and executed by the State of Washington. This agreement competitively established heavy-duty bus prices with available options for the states of Washington, Oregon, Idaho, and Alaska, and provides the ability for governments across the nation to utilize the purchase options available under said contract. The City of Billings has received authorization from the Washington State Department of Enterprise Services to purchase vehicles using available contract options. As pricing continues to escalate across the board for both vehicles and technology, MET Transit is requesting to finalize a purchase agreement to avoid additional price increases that are expected to be as high as 15% above current levels; using the existing multi-state agreement to complete this purchase as opposed to a published City of Billings bid will greatly assist in expediting the purchase timeline. Further, as MET's fleet now primarily consists of 32-foot heavy-duty buses, MET is prioritizing adding replacement 35-foot vehicles to the fleet in order to ensure increased capacity is available on routes should the need arise; current State of Montana purchasing agreements only make 32-foot buses available. Regarding the vehicles themselves, MET's previous fleet consisted of 19 Gillig heavy-duty transit vehicles (two of which are still being used) that were utilized well beyond their minimum useful life, thus MET has a long established relationship with the vehicle manufacturer and is confident in their ability to produce a quality product. Aside from the City of Billings purchase agreement to execute this purchase, the master Washington State contract with Gillig is also attached for review.

ALTERNATIVES

City Council may:

- Approve the purchase of four Heavy-Duty Diesel Transit Buses for a total of $2,125,304; or
- Not approve the purchase and advise staff on how to proceed.

FISCAL EFFECTS

Purchase of the four heavy-duty transit buses will be executed using a combination of Federal funding and local funding at 15% local and 85% Federal across the entire project. MET Transit has adequate local capital reserves to execute this project and is utilizing Section 5339(c) competitive funds and Section 5339(a) formula funds awarded by the Federal Transit Administration; this project was budgeted and approved in the FY23 annual budget. Pricing details are as follows:

Item	QTY	Local Funds/Unit	Federal Funds/Unit	Unit Price
Gillig 35-foot Heavy-Duty Bus	4	$79,698.90	$451,627.10	$531,326.00
	Totals:	**$318,795.60**	**$1,806,508.40**	**$2,125,304.00**

Attachments

Purchase Agreement
Master Contract
Cooperative Purchasing Agreement

CITY OF Billings

PURCHASE AGREEMENT
FOR
FOUR (4) 35' HEAVY DUTY DIESEL TRANSIT BUSES

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and, **GILLIG, LLC**, of 451 Discover Drive Livermore, CA 94551, hereinafter referred to as "**SELLER**."

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

1. **PRODUCT PURCHASED**: **SELLER** agrees to sell and **CITY** agrees to purchase the goods ("Product") as described below and, if applicable, per written **CITY'S** specifications and **SELLER'S** proposal attached hereto as Exhibit "A," which are incorporated into this **AGREEMENT** by this reference. The Products being purchased consists of four (4) 35' Heavy Duty Diesel Transit Buses. Due to customization items to be discussed during the build phase of the vehicles, variances in the above listed price may occur.

2. **PRICE**: The **CITY** agrees to pay two million one hundred twenty nine thousand eight hundred twenty dollars ($2,129,820) as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and **SELLER** may not impose any additional, shipping, delivery or storage charges.

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

3. **DELIVERY AND PAYMENT**: **SELLER** agrees to deliver the above-described goods or product to **CITY** within 12 to 15 months of receipt of **CITY'S** order unless otherwise provided in this **AGREEMENT**. Delivery will occur at 1705 Monad Rd Billings, MT 59101 or at a place otherwise selected by **CITY**. Upon delivery, **CITY** will inspect the goods or product to ensure that it meets **CITY** specifications, and **SELLER**

may obtain specifications from **CITY** upon request. If the Product meets **CITY** specifications, **CITY** shall tender the purchase price stated above to **SELLER** through the **CITY'S** normal claim process.

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

5. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

6. TERMINATION:

A. **DEFAULT:** If **SELLER** fails to deliver the goods or product as set forth in

Paragraphs 2 and 3 above, or violates any provision of this **AGREEMENT**, or if the goods or product fails to meet **CITY'S** specifications, **CITY** may, at its option, declare the **SELLER** in default and immediately cancel and rescind this **AGREEMENT**. Thereafter, **CITY** may procure substitute goods or product to replace the goods or product described herein. In such event, **SELLER** is liable to **CITY** for the difference between the price set forth herein and the price paid by **CITY** for replacement goods or product. Additionally, the **CITY** may pursue any other remedy it has at law or in equity.

B. **CONVENIENCE:** The **CITY**, by written notice, may terminate this **AGREEMENT** for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, **SELLER** shall perform the non-terminated balance of work under the Purchase Order. If **CITY** terminates for convenience, **SELLER** shall be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of termination provided **SELLER** submits its termination settlement proposal to CITY promptly, but no later than ninety (90) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the **AGREEMENT** value. **CITY** may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to **SELLER**.

7. WARRANTY: Unless superseded or supplemented by an express warranty, **SELLER** represents and warrants that the Product(s) are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.

8. ASSIGNMENT: SELLER may not assign this **AGREEMENT** or any of its rights hereunder without the express written consent of **CITY**.

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

10. GOVERNING LAW AND VENUE: This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit

between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County. This purchase is subject to the Federal Transit Administration Clauses hereto attached as Exhibit "B."

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

CITY OF BILLINGS, MONTANA

GILLIG LLC
(PRINT BUSINESS NAME ABOVE)

WILLIAM A. COLE, MAYOR

SIGNATURE

PRINT NAME WILLIAM F. FAY, JR.

APPROVED AS TO FORM

VICE PRESIDENT, SALES
PRINT TITLE

CITY ATTORNEY'S OFFICE

800-735-1500
(Write Phone Number for Orders Above)

ATTEST:

DENISE BOHLMAN, CITY CLERK

CITY OF Billings

EXHIBIT A

GILLIG

February 28, 2023

Mr. Rusty Logan Transit
Manager Billings MET
Transit 1705 Monad Road
Billings, MT 59101 Dear Mr.

Thank you for your interest to purchase four (4) 35' Low Floor Diesel buses by using the State of Washington contract (RFP# 06719-01). Attached you will find the price variance that would pertain to the Billings, MT order. Gillig is pleased to quote the following:

FOUR (4) 35' LOW FLOOR DIESEL BUSES **$532,455.00 each**

This price is valid for 60 days and is FOB Billings, MT. Prices do not include tax or license fees. The production start date will begin within 12 to 15 months from receipt of a firm purchase order or contract. We thank you for this opportunity and appreciate your interest in Gillig and our products. We at Gillig certainly look forward to building your order and continuing to build our lasting partnership. Should you have any questions, please do not hesitate to contact me at 510-867-5108.

Sincerely,

Lee Petersen
Regional Sales Manager

CITY OF Billings

PRICE VARIANCE
02/28/2023
BILLINGS, MT (PIGGYBACK OFF OF STATE OF WASHINGTON RFP# 2020 06719-01)
(4) 35' LOW FLOOR DIESEL BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	BILLINGS, MT	VARIANCE
BRT STYLING	NOT INCLUDED	NOT REQUIRED	-
TROLLEY STYLING PACKAGE	NOT INCLUDED	NOT REQUIRED	-
CUMMINS ENGINE	L9, 280 HP (DIESEL)	L9, 280 HP (DIESEL)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	SPINNER II	1,010.00
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	REQUIRED	904.00
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	REQUIRED	60.00
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
FUELSENSE 2.0	INCLUDED	REQUIRED	-
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
KEYED TRANSMISSION LOCKOUT SWITCH ON DASH	NOT INCLUDED	REQUIRED	351.00
BRAKES	DISC BRAKES	DISC BRAKES	-
AXLE HUB SEALS	GREASE SEALS	GREASE SEALS	-
FRONT & REAR AXLE CENTER MTD MUD FLAP	NOT INCLUDED	REQUIRED	600.00
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) ALCOA WHEELS FULL POLISHED	1,827.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
TIRE PRESSURE MONITORING SYSTEM	NOT INCLUDED	BENDIX SMART TIRE	1,163.00

CITY OF Billings

ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
DIESEL FILL	EMCO WHEATON	GRAVITY FILL	(265.00)
DASH FUEL GAUGE	NOT INCLUDED	NOT REQUIRED	-
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	ELECTRICAL W/ FORESTER ELECTRONIC SINGLE GUAGE	150.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	FRONT & REAR	366.00
DUAL AD-IP AIR DRYER	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	REQUIRED	377.00
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
INSULATION	LEVEL 1	LEVEL 2	869.00
REAR HAND THROTTLE	NOT INCLUDED	REQUIRED	134.00
BATTERY TYPE	(2) DEKA 8D	(2) DEKA 8D	-
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	NOT REQUIRED	(95.00)
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18 W/ CYCLE COUNTER	375.00
ITEM	STATE OF WASHINGTON, WA	BILLINGS, MT	VARIANCE
HVAC MOTORS (TK)	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR (TK)	S391	X426	(900.00)
BOOSTER BLOWER W/ SS AIR DUCT HVAC	NOT INCLUDED	REQUIRED	895.00
REFRIGERANT	R134A	R134A	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	324.00
EXIT DOOR HEATER	NOT INCLUDED	REQUIRED	458.00
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	REQUIRED - CS & SS	2,598.00
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
FRONT DOOR SENSTIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR SENSTIVE EDGE	INCLUDED	REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	REQUIRED	167.00
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-

CITY OF Billings

SS WHEELWELL STORAGE BOX (AFT ELECTRICAL BOX)	NOT INCLUDED	NOT REQUIRED	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL PACKAGE RACK	NOT INCLUDED	NOT REQUIRED	
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	(1) 21" x 72" (ENGINE DOOR)	226.00
PASSENGER SEATS	AMSECO INSIGHT	AMSECO INSIGHT CLASSIC W/ VR 50 ONSERTS W/ ARM'S & QSTRAINT BELTS & CLEARRIDE ANTIMICROBIAL TREATMENT	9,816.00
USB PORTS MOUNTED ON SEATS	NOT INCLUDED	NOT REQUIRED	-
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	REQUIRED - CS & SS	250.00
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	USSC 9100 ALX W/ OUT HEADREST & 2-PT BLACK BELT	60.00
SEAT SHOULDER BELT	NOT INCLUDED	ORANGE 3PT SHOULDER BELT	150.00
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	REQUIRED	169.00
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	NOT INCLUDED	REQUIRED	38.00
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	NOT REQUIRED	-
ITEM	STATE OF WASHINGTON, WA	BILLINGS, MT	VARIANCE
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	(7) REQUIRED	175.00
STANCHIONS	YELLOW POWDER COATED	SSTL	-
PASSENGER WINDOWS	STD FRAME / UPPER TRANSOM	STD FRAME / UPPER TRANSOM	-
GLAZING GUARDS	NOT INCLUDED	REQUIRED	938.00
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	7" ROUND DIALIGHT LED	275.00
REAR CAP GRILLE UPPER CENTER STOP LAMPS	(2) 4" RED LED LAMPS	(2) 4" RED LED LAMPS	-
AUX TURN SIGNALS	NOT INCLUDED	REQUIRED - CS & SS	375.00
YIELD SIGN (AMBER)	NOT INCLUDED	NOT REQUIRED	-
LED "STOP" SIGN MOUNTED TO	NOT INCLUDED	NOT REQUIRED	-

CITY OF Billings

REAR HVAC DOOR			
BATTERY COMPARTMENT LAMPS	(1) LED 12" STRIP LAMP	(1) LED 12" STRIP LAMP	-
INTERIOR LAMPS	LED I/O CONTROLS	PRETORIA LED	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	HARRIS TAIT TA9400	4,479.00
PA SYSTEM/VOICE ANNUCIATOR	STD REI	HANOVER, HTC AVA SYSTEM W/ NEXT STOP SIGN & (2) STANDARD 21.5" MONITORS	14,421.00
CAD / AVL ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
HAND HELD MIC	INCLUDED	REQUIRED	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	REQUIRED	214.00
DESTINATION SIGNS	TWIN VISION AMBER (FRONT, SIDE & REAR)	HANOVER AMBER W/ EG 4 CONTROLLER (FRONT, CURBSIDE & REAR)	762.00
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	DIAMOND SV W/ 2 VAULTS	2,734.00
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	REQUIRED	88.00
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	PRE-WIRE UTA STAND ALONE SYSTEM W/ (2) SENSORS & BIKE RACK MONITORING	5,110.00
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(2) FRONT & REAR MANUAL	317.00
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 8" 1-PC, HEATED W/ REMOTE	294.00
TURN SIGNAL INDICATOR ON MIRROR	NOT INCLUDED	REQUIRED - CS & SS	250.00
FIRE SUPRESSION	AMEREX V-25	NOT REQUIRED	(2,099.00)
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE	NOT INCLUDED	SAFETY VISION (8) 360 TOTAL VIEW SOLUTION VIDEO SYSTEM W/ 4112- HVR 2 TB SSD HDD W/ 7" MONITOR FOR BACK UP CAMERA (PER BILLINGS, MT SPECS	14,939.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	INCLUDED IN VIDEO SYSTEM	-
ITEM	STATE OF WASHINGTON, WA	BILLINGS, MT	VARIANCE
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS MOUNTING BRACKETS & PIVOT PLATE ONLY	235.00
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-

CITY OF Billings

BIKE RACK DEPLOYED LAMP	NOT INCLUDED	REQUIRED	200.00
MEDICAL AID KIT	NOT INCLUDED	REQUIRED	69.00
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	35.00
BELT CUTTER	NOT INCLUDED	REQUIRED	50.00
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE & SPEEDOMETER	-
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	NOT REQUIRED	-
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	1-COLOR	1-COLOR	-
CLEAR COAT	NOT INCLUDED	REQUIRED	450.00
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	BUS NUMBERS ONLY	-
ROOF NUMBERS	NOT INCLUDED	NOT REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	12 MONTHS / 50,000 MILES	(500.00)
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(300.00)
EXT WARRANTY (ENGINE L9)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON)	60 MONTHS / 300,000 MILES	24 MONTHS / 150,000 MILES	(2,943.00)
WARRANTY (ALL OTHERS)	BASE COVERAGE PER WASHINGTON CONTRACT	BASE COVERAGE PER WASHINGTON CONTRACT	-
TRAINING	BASE COVERAGE PER WASHINGTON CONTRACT	BASE COVERAGE PER WASHINGTON CONTRACT	-

TOTAL BILLINGS, MT VARIANCES	62,823.00
STATE OF WASHINGTON, WA 35' DIESEL LOW FLOOR BASE UNIT PRICE (APRIL 2021)	410,601.00
DELIVERY	2,918.00
BILLINGS, MT 35' DIESEL LOW FLOOR BASE UNIT PRICE	476,342.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #1 (6-1-22) = 11.78%	56,113.00
SPARE / TOOLING BUDGET (1%)	
BILLINGS, MT 35' LOW FLOOR CURRENT ADJUSTED PRICE (2/28/2023)	**532,455.00**

OPTIONS TO BE CONSIDERED NOT INCLUDED IN ABOVE PRICING

BRT STYLING - FRONT CAP ONLY	9,790.00
KENWOOD NX-5900 2 WAY RADIO IN PLACE OF TAIT RADIO IF NOT AVAILABLE AT TIME OF PRODUCTION	5,929.00
FULL INSTALL UTA STAND ALONE SYSTEM W/ (2) SENSORS & BIKE RACK MONITORING	7,238.00
TRAINING - MAINTENANCE (24 HOURS AT 5,000 PER CLASS / 4 BUSES = 1,250)	1,250.00

CITY OF Billings

EXHIBIT B

FTA Required Contract Clauses and Other Certifications

No Federal Government Obligation to Third Parties

The City of Billings, Aviation/Transit Department - MET Transit Division and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governments in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.

§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Access to Records

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

CITY OF Billings

Federal Changes

49 CFR Part 18 - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights Laws and Regulations

1) **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2) **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3) **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et

seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4) **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

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

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

1) **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL)

regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

5) **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

Incorporation of Federal Transit Administration (FTA) Terms

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

Energy Conservation

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

Disadvantaged Business Enterprises

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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

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

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

Procurement of Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 42 CFR Part 247, and Executive Order 12873, as they apply to the procures of the items designated in Subpart B of 40 CFR Part 247. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

ADA Access

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

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Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the City, which will then notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City is located. The Contractor is required to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. § 180.220 and 1200.220.

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

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

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

Debarment and Suspension

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

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

Violation and Breach of Contract

Rights and Remedies of the City

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

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

For purposes of this Contract, breach shall include:

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material

breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

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

Disputes
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of The City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

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

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

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Performance during Dispute
Unless otherwise directed by The City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

Byrd Anti-Lobbying Amendment
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

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Clean Air Act & Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 and 2 CFR 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or

the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. 5323(u) and 49 C.F.R. 661.11.

A bidder or offeror must submit to the City the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Bus Testing

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus
produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City during the point in the procurement process specified by the City, but in all cases before final acceptance of the first bus by the City. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

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

Cargo Preference

Use of United States-Flag Vessels - The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date

of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the contractor in the case of a subcontractor's bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America Requirements

a) Definitions. As used in this clause—

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

2) "United States" means the 50 States, the City of Columbia, and outlying areas.

3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

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

Contract Work Hours and Safety Standards Act

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages
In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages
The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Veterans Hiring Preference
Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5)

who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Equal Employment Opportunity

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 by the contracting officer 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Other Certifications

1. The individual signing certifies that he/she is authorized to contract on behalf of the proposer.

2. The individual signing certifies that the proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the proposer.

3. The individual signing certifies that there has been no attempt by the proposer to discourage any potential proposer from submitting a proposal.

The proposer, by signing below, agrees to comply with these contract requirements and makes the certifications outlined above.

Signed

MARCH 27, 2023
Date

CITY OF Billings

WILLIAM F. FAY, JR.
Printed name

VICE PRESIDENT, SALES
Title

GILLIG LLC
Company

CITY OF Billings

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the

required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, GILLIG LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

WILLIAM F. FAY, JR.
VICE PRESIDENT, SALES — Name and Title of Contractor's Authorized Official

MARCH 27, 2023 — Date

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DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

The prospective lower tier participant (Bidder/Proposer) certifies by submission of this Offer, that neither it nor its principals, as defined at 2 CFR § 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded (defined at 2 CFR § 180.940) or disqualified as defined at 2 CFR §180.935.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

1) It will comply and facilitate compliance with the requirements of 2 CFR § 180, subpart C and 2 CFR § 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
    a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified.
    b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
        i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
        ii. Violation of any Federal or State antitrust statute, or
        iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
d. It has not had one or more public transactions (Federal, State or local) terminated for cause or default within a three-year period preceding this Certification,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 180 if it:
    i. Equals or exceeds $25,000
    ii. Is for audit services, or
    iii. Requires the consent of a Federal official, and
g. It will require that each covered lower tier contractor and subcontractor:
    i. Comply and facilitate compliance with the Federal requirements of 2 CFR part 180 and 3000, and
    ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
        (a) Debarred, suspended, proposed for debarment, declared ineligible to participate, voluntarily excluded from participation or disqualified from participation in its federally funded project, and

3) It will provide a written explanation as indicate don a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

The certification in this clause is a material representation of fact relied upon by the City of Billings, Aviation/Transit Department - MET Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to

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remedies available to the City of Billings, Aviation/Transit Department - MET Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Signature of Bidder or Proposer's Authorized Official

WILLIAM F. FAY, JR.
VICE PRESIDENT, SALES

Name and Title of Bidder or Proposer's Authorized Official

MARCH 27, 2023

Date

CITY OF Billings

BUY AMERICA CERTIFICATION

(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

(a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:
1) All of the manufacturing processes for the product must take place in the United States; and
2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

CITY OF Billings

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company GILLIG LLC

Name WILLIAM F. FAY, JR. Title VICE PRESIDENT, SALES

Signature [signature] Date MARCH 27, 2023

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements.

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

CITY OF Billings

Bidder List Required Information

The bidder listed below acknowledges that this information is required to be complied and reported in accordance with the City's DBE Program and with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. 11(c).

Business Name: GILLIG LLC

Business Address: 451 DISCOVERY DRIVE, LIVERMORE, CA 94551

Years in Business: 133 Telephone: 800-735-1500

Fax: 510-785-6819 Email: sales@gillig.com

Type of Organization (Check one):

a. Sole Proprietorship ( ) b. Partnership ( ) c. Corporation ( ) d. Joint Venture (X) LIMITED LIABILITY COMPANY

Is Business Registered With the State of Montana as a Disadvantaged Business Enterprise?

a. Yes ( ) b. No (X)

Annual Gross Receipts of Business:

Less than $500,000 ( )

$500,000 - $1,000,000 ( )

$1,000,000 - $5,000,000 ( )

$5,000,000 - $10,000,000 ( )

Over $10,000,000 (X)

Signature WILLIAM F. FAY, JR.

VICE PRESIDENT, SALES

Title

CITY OF
Billings

REFERENCE THE ATTACHED APPENDICES:
-- ALTOONA TEST CERTIFICATION
-- DBE-MBE CERTIFICATION
-- FTA DBE GOAL CONCURRENCE CERTIFICATION
-- CERTIFICATE OF LIABILITY INSURANCE

GILLIG

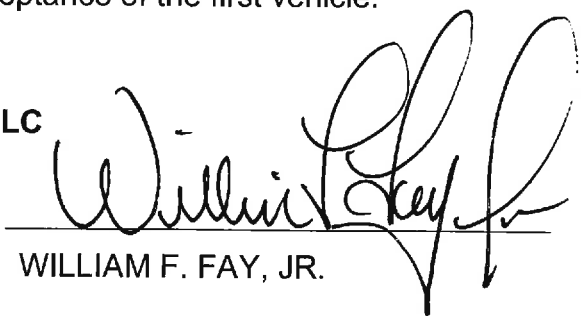
ALTOONA TEST CERTIFICATION

This is to certify that the bus model proposed for your procurement complies with the bus testing regulations required by the Surface Transportation and Uniform Relocation Assistance Act of 1987 as defined in the Interim Final Rulemaking (IFR) by the FTA in the Federal Register 49 CFR Part 665, dated July 28, 1992 and the Final Rule in the Federal Register 49 CFR part 665, dated August 1, 2016.

This statement means that the proposed vehicle complies with one or more of the clauses below, as required by the above IFR:

- was in mass transportation service prior to September 30, 1988, or
- is the same vehicle model that has been previously tested in PTI (Altoona), and that
- any new component(s) has (have) been tested at PTI (Altoona), or
- the installation of any new component(s) did not result in significant structural modification to the vehicle; or
- the installation of the component(s) did not result in a significant change in the data obtained from previous testing of the vehicle model.
- is a new bus model or a bus produced with a major change in components or configuration and shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.

GILLIG LLC

By: 

WILLIAM F. FAY, JR.

Title: VICE PRESIDENT, SALES

Date: MARCH 27, 2023

GILLIG

DBE/MBE CERTIFICATION OF COMPLIANCE

DISADVANTAGED/MINORITY BUSINESS ENTERPRISE (DBE/MBE)

GILLIG LLC, 451 Discovery Drive, Livermore California 94551, hereby certifies that GILLIG LLC has complied with the requirements of 49 CFR Part 26 of the Transportation Assistance Act of 1982, and submitted the required documents to the Federal Transit Administration (FTA).

The FTA advised that GILLIG has obtained 49 C.F.R. Part 26.49 certification and we are eligible to bid on federally funded contracts in FY2023. Transit customers may call the FTA DBE Team for verification.

The list of eligible Transit Vehicle Manufacturers may be viewed at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers

FEDERAL TRANSIT ADMINISTRATION
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590
Phone: 888-446-4511
E-mail: FTATVMSubmissions@dot.gov

GILLIG LLC

By: _____

WILLIAM F. FAY, JR.

Title: VICE PRESIDENT, SALES

Date: MARCH 27, 2023

U.S. Department
of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

November 7, 2022

Chris Turner
Gillig, LLC
451 Discovery Drive
Livermore, CA

Re: Notice of Eligibility to Bid on FTA-Assisted Transit Vehicle Procurements in FY 2023

Dear Chris Turner:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Gillig, LLC's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2023 for the period of October 1, 2022–September 30, 2023. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

FTA is currently reviewing your firm's DBE goal methodology. Pursuant to 49 CFR 26.49(a)(1), your firm is eligible to bid on FTA-assisted transit vehicle procurements in FY 2023 pending FTA's review. During the review process you must continue to implement your DBE program in good faith.

You may provide this letter to certify compliance with 49 CFR Part 26 for purposes of bidding on FTA-assisted transit vehicle procurements in FY 2023. FTA has also included your firm in the Eligible TVMs List on its website. If you have any questions, please contact the FTA DBE Team via email at *FTATVMSubmissions@dot.gov*.

Sincerely,

Scott Pichon
Equal Opportunity Specialist, Office of Civil Rights Policy and Engagement
FTA Office of Civil Rights

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2023

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Cincinnati OH Office 8044 Montgomery Road Suite 405 Cincinnati OH 45236-2919 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Everest Premier Insurance Company	16045
INSURER B:	Everest National Insurance Co	10120
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GILLIG LLC
451 Discovery Drive
Livermore CA 94551 USA

COVERAGES **CERTIFICATE NUMBER:** 570098510161 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			RM8GL00069221 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,500,000 $300,000 Excluded $3,500,000 $3,500,000 $3,500,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X GKLL			RM8CA00014221	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garage Keepers Liability	$3,000,000 $1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		RM8WC00024221 (AOS) RM8WC00027221 (MA & WI)	10/01/2022 10/01/2022	10/01/2023 10/01/2023	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

Certificate No : 570098510161

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

RE: Purchase Agreement for Four (4) Low Floor 35 Foot Diesel Transit Buses. The City of Billings is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Billings
1705 Monad Road
Billings MT 59101 USA

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

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000073126

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	GILLIG LLC
POLICY NUMBER: See Certificate Number: 570098510161	
CARRIER: See Certificate Number: 570098510161 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		RM8WC00026221 (FL, ME, NJ)	10/01/2022	10/01/2023		

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WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

NO. 06719-01

TRANSIT BUSES: HEAVY DUTY

30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

GILLIG LLC

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

NO. 06719

TRANSIT BUS – HEAVY DUTY

30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Gillig LLC, a California company ("Contractor") and is dated and effective as of April 1, 2021.

RECITALS

A. Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).

B. Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.

C. Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.

D. The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.

E. Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses**.**

F. Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.

G. Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.

H. Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

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 Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at is sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities ("Participants"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

2.4. TRANSIT BUS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *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 Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.

3.3. PARTICIPANT CHANGE ORDERS.

(a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.

(b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost

reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.

(f) The Contractor must assert its right to an adjustment under this clause within 30 days after

1. receipt of a written change order under paragraph (a) of this clause or

2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.

(h) This clause does not supersede FTA Circular C 4220.1F.

3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1 each year. Prices shall be adjusted on June 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).

3.6. GOODS AND SERVICES ADDITION. Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.

3.7. PRICING OF GOODS AND SERVICE ADDITIONS. Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI,

2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.

3.8. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.

4.2. 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.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

4.4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's 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 Contract, 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.

4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.

4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.

4.8. 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 Participants' employees.

4.9. 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 Contract, Contractor shall maintain an accurate profile in WEBS.

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

4.11. COOPERATIVE MASTER CONTRACT 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 Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants 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, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.13. VEHICLE TITLE & REGISTRATION. Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a "manufacturer's statement of origin" (MSO) and applicable state title application to register the Transit Bus with the Participant's applicable state licensing authority at the time of delivery.

4.14. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, 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.

4.15. PAY EQUITY. 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 Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number. Consistent with Participant's procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant's needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant's agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.

5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant's respective authorization authority for use of those FTA funds shall approve the Participant's initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant's respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.

5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor's capacity to fulfill orders.

5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.

5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

(b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed $300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.

(c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.

5.6. PROTOTYPE BUSES. If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.

- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
- If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
- Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
- Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay.
- Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.

5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of $250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.

5.9. INSPECTION AND ACCEPTANCE OF TRANSIT BUSES. Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections

and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract.

5.10. INSPECTION DEFECTS. If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:

- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
- Require Contractor to refund the price of any or all of the damaged goods; or
- Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.

Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.

5.11. POST-INSPECTION REPAIRS BY CONTRACTOR. In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control.

5.12. CONTRACTOR SERVICE AND PARTS SUPPORT. For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.

5.13. PARTS AVAILABILITY GUARANTEE. Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance

provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

5.14. TERMINATION FOR WITHDRAWAL OF FUNDING. If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination.

5.15. FACILITY INSPECTIONS. Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participants agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

5.16. ON SITE REQUIREMENTS. While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 06719

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

(c) Contractor's Federal Tax Identification Number

(d) Date(s) of delivery

(e) Invoice amount; and

(f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.10% for payments within 20 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.

6.3. MILESTONE PAYMENTS. Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.

6.4. OVERPAYMENTS. Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant 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, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.5. NO ADVANCE PAYMENT. No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.

6.6. 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.

6.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: David Mgebroff Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-8049 Email: david.mgebroff@des.wa.gov	Attn: Lee Petersen, Regional Sales Manager and Maribel Gonzalez-Becerra, Bid & Contract Specialist GILLIG LLC 451 Discovery Drive Livermore, CA 94551 Tel: (800) 785-1500 Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov	Attn: William F. Fay, Jr. Vice President Sales GILLIG LLC 451 Discovery Drive Livermore, CA 94551 Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

(a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the

Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

> Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .00150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sum, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants 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 Contract or final payment for any order placed by a Participant against this Master Contract, 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.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, 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 Contract or orders placed by a Participant 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 Contract or final payment for any order placed by a Participant against this Master Contract, 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.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10. INSURANCE.

10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

10.2. 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 Contract. 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.

11. WARRANTY.

11.1. CONTRACTOR WARRANTY. Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

11.2. WARRANTY INFORMATION. Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.

11.3. SYSTEM WARRANTIES. The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	3 years, 100,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	6 years, 300,000 miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages. ** Warranty of One Year/Unlimited Miles
- Air compressor.
- Air dryer. ** Warranty of One Year/Unlimited Miles
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- Engine
- Transmission or Traction Motor
- Alternator
- Starter
- Destination/Luminator (Major components)
- Drive axle and non-drive axle(s)
- DVR unit, supporting electronics (Monitors)
- Driver's seat
- Battery equalizer
- Radiator package
- Exhaust emission components
- A/C compressor and condenser/evaporator unit
- Power steering unit
- Fuel cylinders (if applicable)
- Air compressor
- Wheelchair ramp (if applicable)

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty five (25%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

12.1. REPAIR PERFORMANCE. Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs.

12.2. REPAIRS BY THE CONTRACTOR. Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.

Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.

12.3. REPAIRS BY PARTICIPANT. If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.

12.4. DEFECTIVE COMPONENT RETURN. Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.

12.5. FAILURE ANALYSIS. Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.

12.6. REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS. Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.

12.7. REIMBURSEMENT FOR PARTS. Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.

12.8. REIMBURSEMENT REQUIREMENTS. Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after

Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

12.9. WARRANTY AFTER REPLACEMENT/REPAIRS. If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

12.10. WARRANTY PROCESSING PROCEDURES. The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
    - towing
    - road calls
    - labor
    - materials
    - parts
    - handling
    - troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

12.11. RETURN OF PARTS. When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number

- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.

- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall

be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.

- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.

- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.

- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing

configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

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 its operations under this Master Contract. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.

14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all 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 act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor shall take all steps needed to keep Participant'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.

15. DISPUTE RESOLUTION.

15.1. DISPUTE PROCEDURE. The parties shall cooperate to resolve any dispute pertaining to this Master Contract 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.

15.2. PERFORMANCE DURING DISPUTE. Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. 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 Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;

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

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

16.3. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract 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 Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.

16.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract 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 Contract; *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 Participant from payment for goods and/or services already ordered 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 Participant shall have any obligation or liability to Contractor.

(b) TERMINATION FOR CHANGE OF AUTHORITY. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; 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 Participant from payment for goods and/or services already ordered 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 Participant shall have any obligation or liability to Contractor.

(c) TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Master Contract; *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 Participant from payment for goods and/or services already ordered 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 Participant shall have any obligation or liability to Contractor.

16.6. 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. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

17.1. FTA INTEREST. The U.S. Federal Transit Administration ("FTA") has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.

17.2. NOTIFICATION TO FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.

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

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the award, this Master Contract, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.

17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

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

18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

18.3. INTEGRATED AGREEMENT. This Master Contract 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.

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

18.5. AUTHORITY. Each party to this Master Contract, 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 Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

18.6. 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 Contract. Neither party is an agent of the other party nor authorized to obligate it.

18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract 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 Contract 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 Contract notwithstanding any prior assignment of its rights.

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

18.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.

18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant 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 Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

18.11. FEDERAL FUNDS. To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract 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 Contract.

18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein 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 Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party 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.

18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract 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, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.

18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree 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. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.

18.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract 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.

18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract 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 Contract. Each party hereto and its counsel has reviewed and revised this Master Contract 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 Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

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

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

18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract 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 Contract nor the meaning of any provisions hereof.

18.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract 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 Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Master Contract 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 Contract 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: _____
Elena McGrew
Its: Enterprise Procurement Manager

GILLIG LLC
a California company

By: _____
William F Fay, Jr.
Its: Vice President Sales

Included Transit Buses

Contractor is authorized to sell Heavy Duty Transit Buses in the categories awarded, including applicable accessories, components, subsystems, and replacement parts necessary for operation of the transit buses for its operational life. Transit buses offered under this Master Contract will comply with the specifications listed in the attached specification document.

[attached as a separate document]

Exhibit B

Prices for Heavy Duty Transit Buses

Prices for Heavy Duty Transit Buses as listed in the attached Heavy Duty Price Sheet.

[attached as a separate document]

Exhibit C

Insurance Requirements

1. **INSURANCE OBLIGATION**. During the Term of this Master Contract, Contractor shall possess and 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, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP). Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits to statutory limits, including Employer's or Stop-Gap Liability with a minimum limit of $1,000,000 per accident/bodily injury by disease; $1,000,000 policy limit/Bodily injury by disease; and $1,000,000 each employee.

    c. PRODUCTS-COMPLETED OPERATIONS LIABILITY INSURANCE. Products-completed operations liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence, $4,000,000 general annual aggregate for a period of five (5) years after acceptance of the last bus delivered under this Contract. Products Liability coverage may be effected through one or more excess liability policies.

    d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than $2,000,000.

    e. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence, $4,000,000 general annual aggregate.

    f. UMBRELLA INSURANCE. Umbrella coverage in the sum of $_____ shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Employers' Liability, Products-Completed Operations Liability, Automobile Liability, and Professional Liability.

    Claims Made Policies (applicable only to professional liability). If any of the required policies provide claims-made coverage:

    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 five (5) years after completion of the contract work.

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 five (5) years after completion of work.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage 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. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

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**. Except for Workers' Compensation, Commercial Automobile Liability, and Professional Liability (Errors and Omissions), all required insurance shall include the State of Washington (and its agents, officers, and employees) and the applicable Participant 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**. Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE**. Contractor's 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 Participant. All insurance or self-insurance of the State of Washington and/or Participants 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. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies will all applicable requirements of the insurance set forth herein and 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 Participant for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) 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 Contract number stated on the cover of this Master Contract.

Exhibit D

Federal Transit Administration Clauses

1.1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

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

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

1.2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.

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

(b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

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

1.3. ACCESS TO THIRD PARTY CONTRACT RECORDS.

(a) Where the Participant is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Participant, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his

authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where the Participant is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Participant, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(c) Where the Participant enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Participant, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any Participant which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Participant, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(e) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(f) Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Participant, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(g) FTA does not require the inclusion of these requirements in subcontracts.

1.4. CHANGES TO FEDERAL REQUIREMENTS. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Participant and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

1.5. TERMINATION. See Section 16 Suspension & Termination and Section 18.13 Waiver.

1.6. CIVIL RIGHTS.

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.7. DISADVANTAGED BUSINESS ENTERPRISES. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No

preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

1.8. ADA ACCESS. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

Contractor must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38.

1.9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

1.10. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.11. BUY AMERICA. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have at least a 65 percent

domestic stock content for rolling stock procurements with the first vehicle scheduled for delivery in fiscal years 2018 and 2019 and at least 70 percent domestic content for rolling stock procurements with the first vehicle scheduled for delivery in 2020 or thereafter.

Contractor must submit to Participants the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Bus America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

Pursuant to Appendix A to §661.7(b), a general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

1.12. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION. See Section 15.

1.13. LOBBYING. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.14. CLEAN AIR. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the Participant and understands and agrees that the Participant will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Participant and understands and agrees that the Participant will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16. CARGO PREFERENCE - Use of United States-Flag Vessels. Contractor agrees to:

(a) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant

to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.17. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.18. BUS TESTING. Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. A 5318(e) and FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report publicly available prior to final acceptance of the first vehicle by the recipient.

1.19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance. Contractor shall submit manufacturer's FMVSS self-certification, Federal Motor Bus Safety Standards, that the bus complies with relevant FMVSS or manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

1.20. FLY AMERICA. Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the

Department of Labor regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

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

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

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

Exhibit E

Federal Transit Administration Certifications

[attached as a separate document from Solicitation Exhibit A-3]

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COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

MASTER CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and The City of Billings, Montana, a Montana State governmental agency ("Authorized Purchasing Entity") and is dated and effective as of 9/30/2022.

R E C I T A L S

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 also 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 agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." *See* RCW 39.26.060(1).

C. Master Contract Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Master Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.

D. The above-referenced Master Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. *See* RCW 39.26. The procurement and resulting Master Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

E. The above-referenced Master Contract was designed to and meets Federal Transit Administration ("FTA") requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. *See* Pub.L. 114-94.

F. There are no pending protests or lawsuits pertaining to the procurement or award of the Master Contract.

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G. Enterprise Services maintains procurement and contract records pertaining to the Master Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Master Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.

H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Master Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

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

1. TERM. Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Master Contract.

2. AUTHORIZATION TO UTILIZE THE MASTER CONTRACT. Consistent with the terms and conditions of the Master Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Master Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Master Contract is an appropriate procurement solution for Purchasing Entity.

3. CONTRACTOR CONSENT. Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Master Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.

4. VENDOR MANAGEMENT FEE. The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.

5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Master Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor

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in obtaining and reporting to Enterprise Services accurate purchases under the Master Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

   (a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Insert
Attn: Bus Purchases Department of Enterprise Services PO Box 41411 Olympia, WA 98504-1411	Attn: MET Transit P.O. Box 1178 Billings, MT 59103 Tel: (406) 657-8218
Email: buspurchases@des.wa.gov	Email: loganr@billingsmt.gov

   Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

   (b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	City of Billings – MET Transit
Tax Identification Number	81-6001237
State Business Identification Number (Required for Non-Profit entities)	
Contact Name for Contract Administrator	Liz Kampa
Title	Purchasing Agent
Address	P.O. Box 1178
City, State, Zip	Billings, MT 59103
Phone Number	406-657-8216
Email Address	kampal@billingsmt.gov

7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.

8. CONTRACTOR DISPUTES. Purchasing Entity is responsible for resolving any disputes between itself and the applicable Master Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Master Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.

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9. NO LIABILITY. Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Master Contract.

10. TAXES/FEES. Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.

11. SCOPE OF PARTICIPATION. Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Master Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	$5.6 million
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. APPROVAL PROCESS. Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Master Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

    (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.

    (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

    (c) AUTHORITY. Each party to this 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 Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

    (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

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(e) COUNTERPARTS. This Agreement may be executed in one or more 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 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 Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE **STATE OF WASHINGTON** **DEPARTMENT OF ENTERPRISE SERVICES**	**AUTHORIZED PURCHASING ENTITY** **AGENCY** **NAME**
By: _____	By: _____
Name: Jaime Rossman	Name: Chris Kukulski
Title: Assistant Director	Title: City Administrator

DocuSigned by:
Chris A. Kukulski
57F140BA3A00485...

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov

Date:	04/10/2023
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 $26,495 of the annual Library Foundation distribution. This amount is earmarked for specific items and projects:

Funds for Locker and Book Drop $10,000
Device Charging Locker $5,000
Gaming Consoles and Switch Video Games and Accessories $2,595
Electronic subscription to New York Times and Wall Street Journal $6,000
"Aunt Flow" -free access to menstrual items $2,900
TOTAL $26,495

ALTERNATIVES

City Council may:

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

FISCAL EFFECTS

There is no budgetary impact.

City Council Regular

Date:	04/10/2023
Title:	Acceptance and Approval of the 2023 HIDTA Award in the Amount of $228,101
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that City Council approve and accept the 2023 HIDTA award from the Executive Office of the President, Office of National Drug Control Policy, in the amount of $228,101, and authorize the Mayor to sign the award documents.

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

In 2002, Montana was designated as a High Intensity Drug Traffic Area (HIDTA). The Office of National Drug Control Policy (ONDCP) has awarded grants to the Eastern Montana Drug Task Force for twenty-one years and the City of Billings is the recipient and administrative agency for the grants. The ONDCP has offered a $228,101 grant for the calendar year 2023. The HIDTA Task Force consists of personnel from U.S. Marshals Service, FBI, Drug Enforcement Administration (DEA), Alcohol, Tobacco & Firearms (ATF), Immigration & Customs Enforcement (ICE), Department of Criminal Investigation (DCI), Yellowstone County Sheriff's Office, and the Billings Police Department. The Task Force is managed by a Sergeant from the Billings Police Department. The 2023 HIDTA Award will be used to pay for a Support Specialist position for the HIDTA Task Force, all task force overtime, administrative and investigative travel, cell phones, copier maintenance agreement, investigative/office supplies, and informant costs.

ALTERNATIVES

City Council may:

- Approve and accept the 2023 HIDTA Award in the amount of $228,101; or,
- Not accept the 2023 HIDTA Award in the amount of $228,101, thus costing the Public Safety Fund additional expenses for investigating and prosecuting drug related cases.

FISCAL EFFECTS

The 2023 HIDTA Award in the amount of $228,101 will require no City match. The award has been budgeted in Fund 2550 for the balance of FY 22/23 and any remaining funds will be budgeted in FY24.

Attachments

Award

EXECUTIVE OFFICE OF THE PRESIDENT

OFFICE OF NATIONAL DRUG CONTROL POLICY

Washington, D.C. 20503

March 6, 2023

Mayor William Cole
City of Billings
210 N 27TH ST
Billings, MT 59101-1938

Dear Mayor Cole:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G23RM0038A) has been awarded in the amount of $228,101.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Rocky Mountain HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address William Cole Mayor City of Billings 210 N 27TH ST Billings, MT 59101-1938	4. Award Number (FAIN): G23RM0038A 5. Period of Performance: From 01/01/2023 to 12/31/2024	
2. Total Amount of the Federal Funds Obligated: $228,101.00	6. Federal Award Date: March 6, 2023	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $228,101.00	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $228,101.00 11. Total Amount of Federal Award: $228,101.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 117-328*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official William Cole Mayor City of Billings	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code UEI: E2NLXLANJZN6 DUNS: 838638369 EIN: 1816001237A4	19. HIDTA AWARD *OND1070DB2324XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 C.F.R. § 69 – "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at https://www.whitehouse.gov/ondcp/grant-programs/.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.

9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.

13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor the non-federal entity's compliance with statute, regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—

a) the percentage of the total costs of the program or project which will be financed with federal money;

b) the dollar amount of Federal funds for the project or program; and

c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5-year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:

   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

   (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq*. and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq*.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Date: _____

William Cole

Initiative Cash by HIDTA

FY 2023

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Rocky Mountain	**City of Billings**	Eastern Montana HIDTA Drug Task Force	228,101.00	Investigation	G23RM0038A
	Agency Total : City of Billings		**228,101.00**		
Total			**228,101.00**		

Budget Detail

2023 - Rocky Mountain

Initiative - Eastern Montana HIDTA Drug Task Force — Investigation

Award Recipient - City of Billings (G23RM0038A)

Resource Recipient - Billings Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$228,101.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$56,119.00
Total Personnel		**$56,119.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$23,227.00
Total Fringe		**$23,227.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	9	$49,000.00
Support	1	$1,000.00
Total Overtime		**$50,000.00**
Travel	**Quantity**	**Amount**
Administrative	3	$4,500.00
Investigative/Operational	6	$6,000.00
Total Travel		**$10,500.00**
Services	**Quantity**	**Amount**
Communications - mobile phones & pagers		$7,200.00
Service contracts		$2,080.00
Software - maintenance		$10,100.00
Total Services		**$19,380.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$2,375.00
Office		$1,500.00
Total Supplies		**$3,875.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$65,000.00
Total Other		**$65,000.00**
Total Budget		**$228,101.00**

City Council Regular

Date:	04/10/2023
Title:	Transportation Improvement Program - Amendment 4
Presented by:	Scott Walker
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends the City Council approve the 2020-2024 TIP Amendment 4 and forward the recommendation to PCC through its designee, Mayor Cole. The PCC is scheduled to meet on April 18 for action on this item.

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

Federal regulations require that Metropolitan Planning Organizations (MPOs) review and update their Transportation Improvement Program (TIP) periodically. Given timing and funding adjustments with several transportation projects, the current Billings 2020-24 TIP must be amended to maintain compliance with State and Federal requirements.The TIP is a short-range program of highway and transit projects in the Billings MPO area and is prepared by City-County Planning Division staff in cooperation with state and local agencies. The purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicate regional priorities, and demonstrate a short range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the urbanized area that are exempt from the TIP approval process, such as projects that do not utilize federal funds. This TIP amendment is being presented to the Council for review due to timing and cost updates to several MDT projects supported by Federal funding. Staff has attached to this staff report a quick reference sheet indicating what project updates are included in this amendment.

STAKEHOLDERS

Prior to the PCC's action on the amendment, the City Council, Board of County Commissioners and Planning Board will make a recommendation during regularly scheduled meetings.

ALTERNATIVES

The current TIP includes updates of federal funding for several projects in the Billings area. The Council may:

- Recommend approval to the Policy Coordinating Committee (PCC) of the 2020-2024 TIP Amendment 4 as drafted in order to continue the implementation of federally funded transportation projects in the Billings MPO area.
- Recommend modifications to the proposed 2020-2024 TIP Amendment 4 and present these recommendations to the Policy Coordinating Committee for further consideration.

Not approving the 2020-2024 TIP Amendment would cause the Billings MPO to be out of compliance with State and Federal requirements and could affect the schedule and completion of Federally funded transportation projects in the Billings MPO area.

FISCAL EFFECTS

A range of federal funding sources is available to the Billings MPO area for the purposes of funding transportation system improvements. A list of those sources is shown in the TIP. There is no known direct impact to City or County funds in budgeting for these projects given the use of federal funding sources. Projects in the TIP that are not federally funded have already been identified in other programming documents, like the City's Capital Improvement Program.

Attachments

2020-24 TIP Amd. 4 - Quick Reference
2020-24 TIP Amed. 4

2020-2024 TIP Amendment IV (DRAFT)
Quick Reference Sheet

Multiple Funding (Page 18)

4199000 – Billings Bypass

Updated costs to actuals in PE, updated costs in RW 2021 and Pre-20 and moved some costs from 22 to 23

4199002 – Billings Bypass Five Mile Road

CN was finalized in 22

4199003 – Billings Bypass Yellowstone River Bridge

Added state funding source SFCX for rail barrier insurance claim, and increase in CN for QA incentives paid on concrete bid items.

4199007 – Billings Bypass Johnson Lane Interchange

Updated costs to show remaining Urban funds being spent on project. Moved CN to 24 from 23.

4199005 – Billings Bypass Railroad Overpass

Modified IC down to the agreement costs. Updated CN costs to TCP with project being split. Moved CN to 23 from 22

4199008 - Billings Bypass - (Yellowstone River-RR O'pass)

Split from RR O'Pass Unit 005 Authorized CN in 2022 Award came in less in 2023.

4199006 – Billings Bypass Johnson Lane Interchange to RR O'pass

Updated CN costs to TCP in 2024

4199004 – Billings Bypass Five Mile Rd to US 87

Modified costs down to match TCP.

7972 – I-90 Yellowstone River Bridges

Costs reduced in 2022 in PE was finalized. CN small cost increase in 22 for furnished materials, in 2023 CN cost increase for additional work and utility crossing.

CMAQ (Page 20)

Added new allocation from IIJA increase.

4199007 – Billings Bypass Johnson Lane Interchange

Moved CN to 24 from 23

STPU (Page 21)

4199002 – Billings Bypass Five Mile Road

See note above

4199007 – Billings Bypass Johnson Lane Interchange

See note above

IM (Page 21)

4199007 – Billings Bypass Johnson Lane Interchange

See note under Multiple funded tab

7972 – I-90 Yellowstone River Bridges

Finalized PE in 2022.

9198 – Mossmain Interchange West Billings Interchange

Finalized PE in 2022

Increased CN costs in 23 for Change order to extend project limits and changeable message sign.

NH (Page 22)

4199000 – Billings Bypass

See note under Multiple funded tab

4199007 – Billings Bypass Johnson Lane Interchange

See note under Multiple funded tab

4199005 – Billings Bypass Railroad Overpass

See note under Multiple funded tab

4199006 – Billings Bypass Johnson Lane Interchange to RR O'pass

See note under Multiple funded tab

4199004 – Billings Bypass Five Mile Rd to US 87

See note under Multiple funded tab

4199008 - Billings Bypass - (Yellowstone River-RR O'pass)

See note under Multiple funded tab

7908 - Exposition Dr. & 1st Ave. N. Blgs

Modified PE in 22 for Survey, storm drain, environmental review. Increased CN costs in 24 to match TCP.

7910 – 27th St 1st Ave S to Airport

Finalized IC and CN in 22.

8669 - Underpass Ave. Improvements

Modified CN to award amount.

8717 – Main Street Billings

Updated CN costs for Public Involvement in 2022 and Median Island replacements, curb work and signal painting. CN modification in 23 for conduit, pull boxes and epoxy.

8718 - Airport Rd. & Main St. – Blgs

Updated costs to match TCP

9022 - 1st Ave. N - N 9th to RR Xing

PE Modification for 2nd phase of project in 2022. Moved IC and RW from 21 to 23. Updated CN costs to match TCP

9557 - Zoo Drive Improvements

Modified PE in 23 for Survey, Public Involvement, and new CADD platform. Updated CN costs to match TCP

9880 - 1st Ave. N - RR Xing to Broadway

Modified PE in 22 for Phase 2 activities to complete design. Modified in 23

For scope service increases.

9881 - 1st Ave. N - Broadway to Division

Modified PE in 22 for Phase 2 activities to complete design. Moved RW and IC to 23 from 22.

NHFP (Page 23)

4199007 – Billings Bypass Johnson Lane Interchange

See note under Multiple funded tab

7972 – I-90 Yellowstone River Bridges

PE was finalized no changes just marked it as final.

STPS-STPX-SFCN (Page 24)

4199003 – Billings Bypass Yellowstone River Bridge

Added state funding source SFCX for rail barrier insurance claim.

RRS (Page 26)

9827 - RRXING - STEFFES RD – BILLINGS. CN was finalized in 22.

HSIP (Page 27)

8052 - SF 129 - Roundabout King 56th

PE was finalized in 23. Modified CN down to Award amount in 22, modified IC in 22 for cost increases and updated old agreements.

8611 - SF 139-CENTRAL & 56TH RNDABOUT

Finalized PE in 22, modified RW in 22 for irrigation and design plan changes. CN was modified down to match the award in 21.

8904 - SF-149 HILLCREST RT TURN

IC finalized in 22.

9383 - SF 169 RIMROCK & 62ND ST W

Modified PE to actuals in 22 and authorized ic in 22.

9384 - SF 169 FRNTG RD WISE LN INTX

Finalized PE in 21 and CN in 22

9420 - SF 169 BLGS AREA SFTY IMPRV

Finalized CN in 23

9421 - SF 169 I90 W KING AVE LIGHTING

Finalized PE in 22 and CN in 23.

9423 - SF 169 I90 SF 169 BLGS DISTRIC SFTY IMPRVW KING AVE LIGHTING

Finalized CN in 23

9597 - ZOO DRIVE IMPROVEMENTS – BLGS

Modified CN in 2024 down to match TCP

BR (Page 28)

7960 - 2012 SCOUR MITIGATION

Statewide project only one project inside MPO boundary using 20% for costs.

Modified CN in 2022 for change order #2 for contract work.

7972 - – I-90 Yellowstone River Bridges

See note under multiple funded tab

9552001-Bridge Preservation Columbus Joliet Area

One bridge project located inside MPO boundary, updated costs in 2024 to match TCP.

9720 - SHILOH RD / I-90 BRIDGE – BLGS

Moved IC to 23 from 21 and updated CN in 24 to TCP.

9913 - MONTANA AVE OVERPASS- BILLINGS

Modified CN down in 23 to match the actual award amount.

UPP (Page 29)

9509 - GRAND-24TH T0 ZIMMERMAN (BLGS)

Finalized CN in 22.

MACI (Page 30)

7910 - 27th St - 1st Ave S to Airport

Finalized CN in 22

8669 - Underpass Ave. Improvements

Modified RW in 22 for negotiations with corporation regarding impacts. MACI funds were only a portion of the funds used for this project, this is showing that CN was authorized in 2022 and will not change.

9568 - LAUREL ROAD SIGNALS – BILLINGS

Finalized PE in 23, IC was removed and in 22 CN was modified down to the award amount.

TA Transportation Alternatives (Page 31)

Showing the new allocation with beginning balance of carryover.

Earmark (Page 32)

4199000 – Billings Bypass

Updated the costs to actuals in PE and RW

9509 - GRAND-24TH T0 ZIMMERMAN (BLGS)

Finalized CN

Transit Pages (34-39)

5307 Formula– Updated apportionments in 22-24 and moved security projects.

5339 Formula- Updated the allocation section in 21-24. Bus Purchases allocation section updated for 24. Bus Passenger Amenities Description updated. Bus Facilities and Support allocations updated for 22-23, Bus Facilities and Technology allocation updated for 24.

- Projects (FY Expenses) - Notations added for 22, 23, 24.

5339 Competitive Funding - Rolling stock/Buses allocation updated for 24. Bus and Bus Facilities updated for 24.

- Projects (FY Expensed)-Notations added for 22, 23, 24.

FTA Section 5310 - Allocations updated for Paratransit Vehicles 22, 23. Traditional and Non-Traditional Projects allocations updated for 24.

TRANSADE (STATE FUNDED) – Allocations updated for Transit Operations for 23, 24.

Billings Metropolitan Planning Organization
TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

Federal Fiscal Years
FFY 2020 – 2024

Amendment IV

DRAFT – February 9, 2023

Prepared by:

Billings Metropolitan Planning Organization

Yellowstone County Board of Planning

In cooperation with:

City of Billings, Montana
County of Yellowstone, Montana
Billings Urban Transportation District
Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

APPROVALS

REVIEWED BY

	2020-2024	2020-2024 Amd I	2020-2024 Amd II	2020-2024 Amd III	2020-2024 Amd IV
Technical Advisory Committee	May 14 2020	December 17 2020	October 14 2021	May 17 2022	February 23 2023
Yellowstone County Board of Planning	June 9 2020	January 26 2021	November 9 2021	June 28 2022	March 28 2023
Billings City Council	June 9 2020	February 8 2021	October 25 2021	June 27 2022	April 10 2023
Yellowstone County Board of County Commissioners	June 9, 2020	February 2 2021	October 19 2021	June 21 2022	April 4 2023

APPROVED BY

	2020-2024	2020-2024 Amd I	2020-2024 Amd II	2020-2024 Amd III	2020-2024 Amd IV
Policy Coordinating Committee	June 16 2020	February 16 2021	November 16 2021	July 19 2022	April 18 2023
Montana Department of Transportation	July 31 2020	April 20 2021	January 10 2022	August 16 2022	
Federal Highway Administration	July 31 2020	April 14 2021	January 8 2022	July 28 2022	
Federal Transit Administration	July 31 2020	April 14 2021	January 8 2022	July 28 2022	

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

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Acronyms

BUILD	Better Utilizing Investments to Leverage Development
CMAQ	Congestion Mitigation and Air Quality
CN	Construction
CO	Carbon Monoxide
EPA	Environmental Protection Agency
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY/FFY	Fiscal Year/Federal Fiscal Year. The local and state government fiscal year runs from July 1 - June 30. The Federal fiscal year runs from October 1 – September 30.
GROWTH	Flexible state CMAQ funds distributed to high growth urban areas
HSIP	Highway Safety Improvement Program
IC	Incidental Construction
IM	Interstate Maintenance, IM is a state sub-allocated program funded by the federal National Highway Performance Program
MACI	Montana Air and Congestion Initiative
MAP-21	Moving Ahead for Progress in the 21st Century Act
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization. The Yellowstone County Board of Planning is the MPO for the Billings Urban area.
NAAQS	National Ambient Air Quality Standards
NH	National Highway System, NH is a state sub-allocated program funded by the federal National Highway Performance Program
PE	Preliminary Engineering
PLH	Public Lands Highways
PLHD	Public Land Highways Discretionary Fund
PM_{10}	A federal standard for particulate (10 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
$PM_{2.5}$	A federal standard for particulate (2.5 microns or less in size), i.e., road dust, brake lining and/or wood smoke particles.
ROW	Right of Way
RP	Road Reference Post
SAFTEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
SFC	State Funded Construction
SRTS	Safe Routes to Schools
SIP	State Implementation Plan. A plan for improving air quality in the State, including the Billings area.
STIP	State Transportation Improvement Program
STPE	Surface Transportation Program Enhancements
STPP	Surface Transportation Program Primary
STPU	Surface Transportation Program Urban
STPX	Surface Transportation Program Off-System
TA	Transportation Alternatives Program

TEA-21	Transportation Efficiency Act for the 21st Century
TCM	Transportation Control Measure
TIP	Transportation Improvement Program. A multi-year program of highway and transit projects on the Federal aid system, which addresses the goals of the long-range plans and lists priority projects and activities for the region.
TPCC	Transportation Policy Coordinating Committee. Together with the TTAC, the transportation planning organization for Federal aid projects in the Billings urbanized area.
TSP	Total Suspended Particulate
UHPIP	Urban Highway Pilot Improvement Program
UPP	Urban Pavement Preservation

Introduction

Preface

The Yellowstone County Board of Planning (YCBP) is the Metropolitan Planning Organization, (MPO), for the Billings metropolitan planning area. The Transportation Improvement Program, (TIP), is the funding mechanism for transportation projects requesting federal dollars in the Billings urbanized area. All MPO's are required by the current Federal Highway Bill SAFETEA LU to produce a TIP and update it at least every four years. SAFETEA LU was the first Transportation Bill that required a TIP. The bill was signed into law by President Bush in 2005, and extended by President Obama through June 2012. The act and extensions authorized highway, highway safety, transit, and other surface transportation programs.

On July 6, 2012 Moving Ahead for Progress in the 21st Century (MAP-21) was signed into law. The law provides federal program funding through the end of Federal Fiscal Year 2014 and brings program structure changes that will be fully addressed in future long range transportation plans and TIPs. The Fixing America's Surface Transportation Act (FAST Act) was signed into law on December 4, 2015, and authorizes federal transportation funding for federal fiscal years 2016 through 2020. This document contains a list of all surface transportation projects requesting the use of federal funds. Local jurisdictions working through the Billings MPO's Policy Coordinating Committee (PCC) determine how the area's transportation system is developed and expanded.

About the Transportation Improvement Program

The TIP is a short-range program of highway and transit projects in the Billings metropolitan planning area and is prepared by YCBP staff in cooperation with state and local agencies. The basic purpose of the TIP is to provide the mechanism for scheduling federal funds for surface transportation projects, indicating regional priorities, and demonstrating a short range transportation vision for the area. A secondary purpose of the TIP is to provide information about other transportation projects in the planning area that are exempt from the TIP approval process such as projects that do not utilize federal funds.

TIP Process and Development

The development of the TIP document is the responsibility of the Billings MPO and provides an opportunity for local officials to determine priorities and spending for federal highway and transit funds. Any transportation project located in the Billings metropolitan planning area must be included in the TIP prior to receiving federal funds. TIP projects must be included in the area's 20-year Transportation Plan, and are proposed for the TIP by local elected officials, transit operating officials, or state highway agencies. The TIP is reviewed and endorsed annually by the Billings MPO's Policy Coordinating Committee, (PCC), and may be modified through the TIP amendment process. The PCC includes a Billings City Council representative, the Chair of the Yellowstone County Commission, the President of the Yellowstone County Board of Planning and the District Administrator of the Montana Department of Transportation. After PCC endorsement, the TIP is submitted to the Montana Department of Transportation (MDT) and to the Federal Highway Administration and Federal Transit Administration for federal review of the document and approval of conformity and fiscal constraint determination.

Federal Regulations

The Transportation Improvement Program (TIP) is a required planning program for federally assisted highway and transit improvements for the Billings metropolitan planning area and the Montana Department of Transportation (MDT) over a five-year period. The principal focus is given to the first two years of the program, the Biennial Element, which contains projects that could be implemented between October 1, 2020 –

September 30, 2024 (FFY 2020 & 2024). The TIP is prepared annually and is in conformance with 23 CFR, Part 450 324-330.

Financial Resources

A range of federal funding sources is available to the Billings planning area for the purposes of funding transportation system improvements. Following is a list of those sources which, when available to the Billings area, are shown in the Transportation Improvement Program. Project implementation is indicated as expected to occur during the pertinent program year. Billings has had a favorable history of receiving federal earmarks as reflected in the table below.

BILLINGS FEDERAL EARMARK HISTORY 1999 – through 2009

Project	Earmark
Billings Bypass	$22,445,600
Zimmerman Trail	$ 6,242,553

Funding Sources

- Surface Transportation Program Off System (STPX)
- Seconday (STPS)
- State Funded Construction (SFCN)
- Surface Transportation Program Urban (STPU)
- Surface Transportation Program Primary (STPP)
- National Highway (NH)
- National Highway System (NHS)
- National Highway Freight (NHFP)
- Interstate Maintenance (IM)
- Railroad Crossing (RRS)
- Highway-Railway Crossing Program (RRX)
- Highway Safety Improvement Program (HSIP)
- Bridge Replacement and Rehabilitation Program (HBRRP)
- Urban Pavement Preservation (UPP)
- Transportation Alternatives Program (TAP)
- State Funded Construction (SFC)
- Congestion Mitigation Air Quality (CMAQ)
- Montana Air Congestion Initiative (MACI)
- Better Utilizing Investments to Leverage Development (BUILD) Grant Program
- FTA Section 5339 (Formerly Sec. 3)
- FTA Section 5307 (Formerly Sec. 9); FTA Section 5307 CARES Act
- FTA Section 5310 (Formerly Sec. 16)
- Transade (State Funded)
- Congressionally Directed Funds (MT, NCPD, DEMO)

AIR QUALITY CONSISTENCY

Billings was designated as a non-attainment area for both Total Suspended Particulates (TSP) and Carbon Monoxide (CO) on March 3, 1978, (Federal Register, Vol. 44, No. 150, page 45421, August 2, 1979). As such, Billings was required to prepare a Transportation Control Plan (TCP). The TCP identified strategies to mitigate the TSP and CO problems. The TCP is the Billings element of Montana's State Implementation Plan (SIP). The TIP is required to be, and is, consistent with the TCP as discussed in the Billings conformity statement.

In 1987 the standard for TSP was dropped, and a new standard for particulate matter under 10 microns in size (PM - 10) was adopted (7/1/87 at 52 FR 24854). The Environmental Protection Agency (EPA), has also adopted the PM 2.5 standard and Billings is considered to be in compliance with both of these new standards.

Conformity of the Billings Area Transportation Improvement Program with the 1990 Clean Air Act

A portion of the Billings Urbanized Area, (Billings), was designated non-attainment for carbon monoxide (CO) on 3/3/78 (43 FR 8962) with a secondary classification of "unclassified". EPA approved the Billings CO Control Plan on 1/16/86 (51 FR 2397). Billings was then re-designated as "Not Classified" on 11/6/91 (56 FR 56697). The area meets the qualifications of the Clean Air Act (CAA) for classification as an attainment area for ozone.

The Billings "not classified" carbon monoxide (CO) nonattainment area was re-designated by the Environmental Protection Agency (EPA) to attainment for the CO National Ambient Air Quality Standards (NAAQS) with an approved limited maintenance plan effective April 22, 2002. Under a CO limited maintenance plan, the motor vehicle emissions budgeted may be treated as essentially non-constraining for the length of the maintenance period because growth would need to exceed reasonable expectations to create a violation of the NAAQS for transportation-related CO. Therefore conformity demonstration using regional emissions analysis is not required; however, individual projects may still be required to conduct "hot spot" analysis.

As demonstrated in the following sections, the Transportation Improvement Program (TIP) satisfactorily meets the requirements established by the 1990 amendments to the CAA regarding the conformity of TIP's.

- The most recent estimates of CO mobile source emissions have been developed by the Analytical Services Section, Montana Department of Environmental Quality and are based upon development and transportation data provided by the Yellowstone County Board of Planning.
- EPA has approved the second 10-year carbon monoxide (CO) maintenance plan for the Billings area. This second 10-year CO maintenance plan meets the requirements of CAA section 175A (b) and is also a Limited Maintenance Plan (as was the maintenance plan with the original 2002 EPA approval.) The second 10-year CO maintenance plan continues to correctly reflect the Limited Maintenance Plan transportation conformity requirements. The EPA-approved Billings second 10-year CO maintenance plan is available at the Planning office.

Transportation Control Measures

Specific Transportation Control Measures have not been proposed for Billings recently, however, the SIP completed in 1986 included the widening of Exposition Drive (Main Street) and the signalization at Main Street and First Avenue North. Both of these projects were completed in 1983.

There are no Transportation Control Measures (TCM's) in the State Implementation Plan (SIP) and therefore there are no specific TCM's recommended for implementation in this TIP.

TIP Conformity

As a prerequisite for receiving Federal-aid transportation funds through the TIP, a determination must be made that the proposed transportation projects do not cause or contribute to violations of the carbon monoxide ambient air quality standards. An analysis, which meets the EPA conformity determination regulations specified in 40 CFR Part 51 was performed in conjunction with the development of the Billings Urban Area 2018 Long Range Transportation Plan. The plan discusses conformity analysis in Chapter 14, pages 172-174. As the transportation projects in the TIP are contained in the Transportation Plan's analysis, a separate analysis for the TIP is not necessary.

Regionally Significant Projects

There are no new regionally significant projects in this 2020-2024 Billings Urban Area TIP.

> 40 CFR part 93, subpart A - §93.126 Highway and Transit projects included in subpart A are exempt from the requirement to determine conformity. Such projects may proceed toward implementation even in the absence of a conforming transportation plan and TIP. A project will not be exempt if the MPO in consultation with other agencies, the EPA, FHWA, or FTA concur that it has potentially adverse emissions impacts for any reason.

REGIONALLY SIGNIFICANT PROJECT (2020-2024)

Project	Scope	Comments
Billings Bypass (aka North Bypass)	Location/Environmental	New Construction

Energy Conservation Considerations

Energy impact analyses have been conducted as a part of the urban transportation planning process. In addition, increased attention has been given to energy conservation and contingency planning on a project specific basis.

As part of the 2018 update of the Billings Urban Area Transportation Plan, energy conservation was considered in each of the proposed alternative transportation networks.

The City of Billings has a well-developed transit system, and ride-sharing opportunities have been examined. Transit facilities and highway system proposals will continue to be considered in a comprehensive method through the adopted Transportation Planning process.

The detailed energy conservation analysis of specific projects has been conducted for each of the major highway construction projects recommended in the 2018 update of the Billings Urban Area Transportation Plan.

PROGRAMMING OF NON-URBAN SYSTEM, FEDERAL AID, AND STATE FUNDING

Proposed projects involving federal-aid funding, other than urban system funding, that are proposed within existing rights-of-way and which are determined to not significantly change traffic patterns, may not be considered to be of appropriate scale to warrant a modification to a currently valid TIP.

When there is knowledge of such projects prior to the annual adoption of the TIP, each project will be included in the program. Generally, projects falling within this category are those which serve to preserve and maintain the integrity of the existing plant or facility such as: overlays to improve or maintain surface conditions; bridge expansion joints and deck repairs necessary to maintain structural and surface sufficiency; slope repair necessary to maintain drainage adequacy; etc. Projects of this nature will be identified by MDT with appropriate justification when requesting program approval of federal highway funds. Local urban area officials will be advised by the Department through the local planning process of the Department's intent to expend federal funds (non-urban system) for such improvements in their area.

Performance Measures

Performance measures have historically been used in Transportation Planning; the Moving Ahead for Progress in the 21st Century Act, (MAP-21), transformed the Federal-aid highway program by establishing requirements for performance management to promote the most efficient investment of Federal transportation funds. The Fixing America's Surface Transportation, (FAST), Act continues these requirements to increase the accountability and transparency of this program and to support improved investment decisions through a focus on performance outcomes for national transportation goals. Establishing performance measures encourage Metropolitan Planning Organizations (MPOs) and State Transportation Departments to maximize the allocation of resources in their respective areas, as well as monitor the performance of the system for eventual use of future resources.

The Billings MPO supports the State targets for applicable performance measures for safety, pavement and bridge condition, system performance, freight, and CMAQ, and will support the Billings MET Transit for associated transit performance measures. Thus, the MPO will plan and program projects that contribute toward relevant targets for each performance measure.

Safety

The goal of safety performance measures is to reduce the number of traffic fatalities and serious injuries in the public right of way. Interstate Maintenance, National Highway, Highway Safety Improvement Program, Surface Transportation Program Off-System, Secondary, and State

Funded Construction funding sources support projects with the intent to improve safety measures.

Pavement and Bridge Condition

Pavement and bridge condition performance measures aim to maintain roadway and bridge infrastructure in such a way it remains functional and in good repair. Pavement and Bridge Condition are impacted most by Interstate Maintenance, National Highway, Bridge Program, and Urban Pavement Preservation funding sources. Projects included for funding under these sources were selected in part due to their contribution towards pavement and bridge condition targets.

System Performance

System performance measures exist to improve the efficiency of the overall transportation system, while helping to reduce congestion and travel times and increase reliability of the system. These measures are related to Congestion Mitigation and Air Quality, Surface Transportation Program Urban, and Transportation Alternatives funding sources. Projects included in these funding sources will contribute to meeting state targets for system performance.

FREIGHT-NATIONAL HIGHWAY FREIGHT PROGRAM (NHFP)*

The purpose of freight performance measures is to improve the national freight network, while providing access to trade and enhancing the capacity of communities to participate in, and support regional economic development. Freight performance measures are most strongly influenced by the National Highway Freight Program Federal funding source. Project selected for National Highways funding will contribute to improving the national freight network and meeting state targets.

National Highway Freight Program (NHFP)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2020	2020	2021	2022	2023	2024		13.42%	86.58%	
I-90 Yellowstone River Bridges	Reconstruction of	CN			17,325.0					2,325.0	15,000.0	17,325.0
UPN 7972	interstate bridges									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT	I-90 RP 450.09 to 452.73	**Total**	**0.0**	**0.0**	**17,325.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,325.0**	**15,000.0**	**17,325.0**
NHFP TOTAL			**0.0**	**0.0**	**17,325.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,325.0**	**15,000.0**	**17,325.0**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
*NHFP is funded by the federal National Highway Performance Program.
CN estimates include CE costs

Congestion Mitigation and Air Quality (CMAQ)

The collection of data regarding air quality performance measures helps to evaluate projects to ensure they are protecting and enhancing the health of the natural environment. These performance measures may be impacted by Congestion Mitigation and Air Quality, Montana Air and Congestion Initiative Discretionary Program, Transportation Alternatives, and Federal Transit Administration funding sources and associated projects that provide support for non-motorized transportation projects and programming that enhances air quality and encourages sustainable transportation options.

Advancement of Projects

It is mutually agreed that the first two years of this program is the best estimate of the project phase that will be undertaken during the Biennial timeframe. Occasionally, projects advance through the design process faster than anticipated. An approved project may accelerate into the next logical phase providing that the funding source does not change from that, which was initially identified in the TIP. Federal, State, and local governments have agreed that a TIP revision is not required in order to accelerate a specific project phase, so long as other planned work is not unduly delayed. The priorities with regard to the FTA Section 5307 projects in the Biennial Element are:

1) Operating Assistance.

- The priorities with regard to the FTA Section 5310 projects in the Biennial Element are: 1) Replacement vehicles for MET Special Transit.
- The priorities with regard to the FTA Section 5339 projects are: 1) Assistance for bus/bus facilities

PRIVATE ENTERPRISE PARTICIPATION

Both the City of Billings and Yellowstone County have locally developed policies and procedures to examine opportunities for private sector participation in the provision of transit services and related support services. The City of Billings adopted resolution 86-15346 which states said policy and provides a process for implementation. The Council approved that resolution on July 7, 1986. Further, a Private Transportation Enterprise Participation Policy (PEP) and implementing procedures were adopted by the MPO's Technical Advisory Committee on April 24, 1986; by the Policy Coordinating Committee on May 8, 1986; and by the Yellowstone County Planning Board on May 13, 1986.

The required TIP documentation related to the PEP process is as follows:

The City's MET Transit Department has examined various opportunities for private sector provision of services. The Department utilizes private tire firms to handle parts of servicing of the tire inventory. The Department also contracts with various private firms for radiator repair, air compressor rebuilds, as well as glass, bodywork on the vehicles, and occasional component rebuilds.

a) The City of Billings MET Transit System solicited the possible interest or involvement of the private sector in providing leased tires for the MET Transit fleet of coaches. In 1993, 1996, 2001, 2006, 2011, 2016, and 2021, the City published a Request for Bids and provided copies to potentially interested private vendors; the IFB was also advertised in a local newspaper, on the City website and social media and a national transit journal. Bids are evaluated based on cost and ability to perform. In the most recent IFB, two firms submitted bid responses. The current contract for the tire lease is in effect November 1, 2021 through October 31, 2022 with four additional one-year renewal options.

b) No other proposals were received from the private sector.

c) There are no known impediments to holding service out for competition.

d) There are no known private sector complaints.

The Yellowstone County-City of Billings Planning Division has and will continue to follow its adopted policy and procedures regarding private sector participation. The mailing list of private

providers has been updated and used to provide notice about TAC and PCC meetings, including those that deal with the Unified Planning Work Program, (UPWP), projects and process as well as the TIP process. Through these mailings the private providers are aware of the development of the proposed transit capital and operating projects as well as the proposed paratransit capital projects for the five years covered in the TIP.

FEDERAL TRANSIT ADMINISTRATION PROJECTS

The Federal Transit Act funded projects, including FTA Section 5339 grant projects, (Biennial Element) are intended to insure the continued efficient operation, maintenance and administration of the MET Transit system fleet and facilities, including meeting federal regulations such as the Americans with Disabilities Act (ADA). The operating grants are for the fiscal years of July 1, 2019 to June 30, 2023 and the Section 5339 grant projects will permit Bus and Bus Facilities projects in Fiscal Years 2020 through 2024.

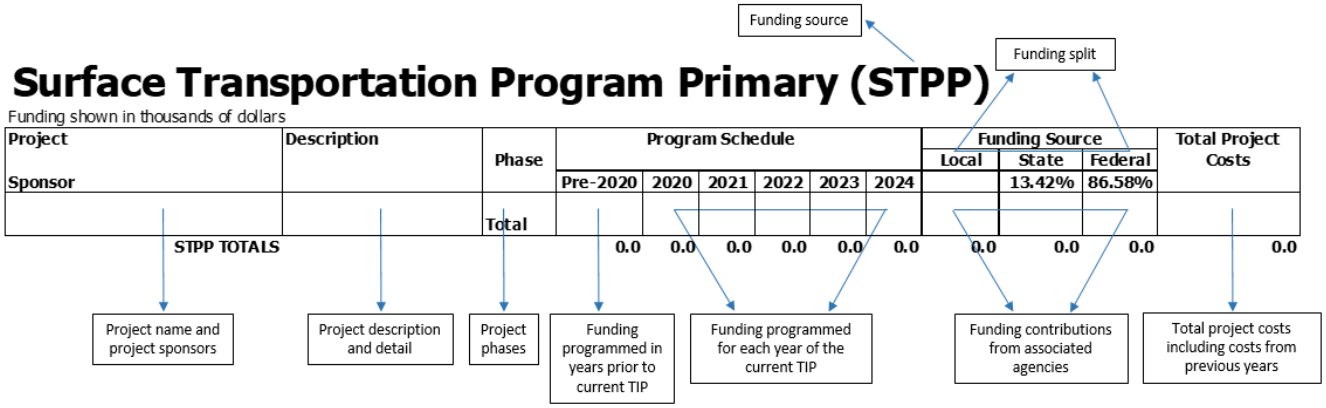
The vehicle purchases for MET PLUS are projects to enable the City to continue providing the required specialized demand-responsive paratransit service for citizens who are unable to use the MET Transit System due to their disabling conditions. The projects to purchase vehicles for other entities will address some of the transportation needs of individuals with disabilities and senior populations.

Major Federally Funded Project Summary

Section 1203(h)(7)(B) of MAP-21 requires publication of an annual listing of projects for which Federal funds have been obligated in the TIP in the preceding year consistent with the categories identified in the TIP.

Understanding the TIP Funding Tables

The TIP project funding tables consist of multiple components, and are designed to best display integral information regarding the projects within the TIP. The image below identifies and explains each of the various components of the TIP project funding tables, and can be used as a tool to understand the information being presented within the funding tables.



All construction projects included in the TIP will be completed in multiple phases (i.e. PE, RW, IC, and CN). Funding for each construction project is broken down by the costs of each specific phase. The table below provides a description of construction project phases and additional project phases the reader can expect to see within TIP funding tables.

Project Phase	Description
CN	Construction – Construction and/or reconstruction work performed by the agency or contractor
IC	Incidental Construction – 'Safety net' for unexpected construction expenditures
OT	Other – Additional programmatic expenditures including costs for education, and outreach
PE	Preliminary Engineering – Analysis and design work completed prior to project construction (the abbreviation EIS will be added if phase includes an environmental impact statement)
Purch.	Purchase – Procuring equipment, software, vehicles, or facilities
RW	Right of Way – Tasks associated with acquiring and preparing the right of way for a project (e.g. property acquisition and utility relocation)
Transit	Transit operations

Projects that are Regionally Significant

PROJECT	SCOPE	COMMENTS
Billings Bypass (aka North Bypass)	Location/Environmental	New Construction

Billings MPO Project List

PROJECT	UPN	SCOPE	COMMENTS
CMAQ			
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
STPU			
Billings Bypass - Five Mile Road	4199-002	Reconstruction of roadway	
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
SRTS			
IM			
MDT Preventative Maintenance		Pavement Preservation	Plug to allow project nominations
I-90 Yellowstone River - Billings	7972	Bridge Replacement	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Lockwood Intechange - Billings	9978	Reconstruction of existing Interchange to a diverging diamond design	
NH			
MDT Preventative Maintenance		Pavement Preservation	Plug to allow project nominations
Main St. - Billings	8717	Pavement Preservation	
27th St. - 1st Ave S. to Airport Rd	7910	Pavement Preservation	
Billings Bypass	4199-001	New Construction	Covers PE & IC
Billings Bypass - Yellowstone River Bridge	4199-003	New construction of bridge over the Yellowstone River	
Billings Bypass - Johnson Lane Interchange	4199-007	Reconstruction of existing Interchange to a diverging diamond design	
Billings Bypass - RR O'pass	4199-005	New construction of bridge over the railroad	
Billings Bypass - Johnson Lane Intch - RR O'pass	4199-006	New construction of connection from interchange to the railroad overpass	
Billings Bypass - Five Mile Road to US 87	4199-004	New construction of connection from Five Mile to US 87	
Exposition Dr. & 1st Ave N. Blgs	7908	Intersection Improvements	
1st Ave. N - N 9th to RR Xing	9022	Major Reconstruction	
Underpass Ave. Improvements	8669	Intersection Improvements	
Airport Rd. & Main St. - Blgns	8718	Intersection Improvements	
Zoo Drive Improvements	9597	Intersection Improvements	
1st Ave. N - RR Xing to Broadway	9880	Major Reconstruction	
1st Ave. N - Broadway to Division	9881	Major Reconstruction	
Montana Ave Crosswalks - Billings	9998	Sidewalk Improvements ADA Compliance	
NHFP			
I-90 Yellowstone River - Billings		Bridge Replacement	
STPX, STPS, SFCN			
27th Street RR Crossing	9354	Railroad Crossing Study	
SF 169 Rimrock & 62nd St. W	9383	Intersection Improvement Study	
Blue Creek Road - Billings	9503	Pavement Preservation	
Lockwood Interchange	9588	Interchange Improvements Study	
Jct Main & 87 to Worden		Roadway Striping	
STPP			
RRS			

Billings MPO Project List, (Continued)

HSIP			
Various Safety Projects			Plug to allow project nominations
SF 149 Hillcrest Right Turn Ln	8904	Intersection Improvements	
SF 169 Frontage Rd. Wise Ln Intersection	9384	Intersection Improvements	
SF 169 Rimrock & 62nd St. W	9383	Intersection Improvements	Roundabout
SF 169 Blgs. Area Safety Improvements	9420	Signing	
SF 169 I-90 W. King Ave Lighting	9421	Roadway Lighting	
Zoo Drive Improvements	9597	Intersection Improvements	
SF 169 Blgs. District Safety Improvements	9423	Signage	Only portion in MPO bdry
BR			
2012 Scour Mitigation	7960	Mitigation	
I-90 Yellowstone River - Billings	7972	Bridge Replacement	
Billing Bypass - Yellowstone River	4199-003	New construction of bridge over the Yellowstone River	
MONTANA AVE OVERPASS- BILLINGS	9913	Bridge Study	
MONTANA AVE STRUCTURES - BLGS	9914	Bridge Rehab	
UPP			
Various Preservation Projects		Pavement preservation	Plug to allow project nominations
Blue Creek Road - Billings	9503	Pavement preservation	
Grand - 24th to Zimmerman	9509	Pavement preservation	
MACI			
MDT MACI		Statewide CMAQ - Various	Plug to allow project nominations
MDT MACI		Statewide CMAQ - ADA Compliance	Plug to allow project nominations
MDT MACI		Equipment Purchases	
Underpass Ave. Improvements	8669	Intersection Improvements	
Mossmain Intch - West Blgs Intch	9198	Pavement Preservation w/ signal improvements at off ramps	
Laurel Road Signals - Billings	9568	Signal Improvements	
CITY TA			
EARMARK			
Billings Bypass	4199-001	New Construction	Covers Environmental Doc., PE, RW
Grand - 24th to Zimmerman	9509	Pavement Preservation	
BUILD			
Inner Belt Loop		Road Construction	
Skyline Trail		Multi Use Path Construction	
FTA 5307			
FTA 5339			
FTA 5310			
FTA 5311			
100 % LOCALLY FUNDED PROJECTS			
BBWA Canal Connection	Local	Bike Pedestrian Path	Recreational Trails Program $44,355 Local (In-Kind) $84,652
Torgerson Trail Link	**Local**	**Bike Pedestrian Path**	**Recreational Trails Program $28,500 Local (In-Kind) $30,000 Trail Head Only**
Various Projects		Annual Operation and Maintenance	
State Funded Maintenance			
Various Maintenance Projects		Maintenance	

Projects with Multiple Funding

Billings ByPass

Billings Bypass

Funding shown in thousands of dollars

Project: Billings Bypass	Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs
Sponsor: MDT			Pre-2020	2020	2021	2022	2023	2024	2024+	Source		13.42%	86.58%	
Billings Bypass *UPN4199000*	Environmental Impact Statement	PE-EIS	4,919.6							EARMARK		660.2	4,259.4	4,919.6
	Preliminary Engineering	PE	9,679.0							EARMARK		1,298.9	8,380.0	9,679.0
	Preliminary Engineering	PE	2,734.3	2,444.7						NH		695.0	4,484.0	5,179.1
	Right of Way Acquisition	RW	7,870.5		3,549.5	6,550.0				MT/NH		2,411.6	15,558.4	17,970.0
	Utility Moves	IC			0.0					NH		0.0	0.0	0.0
MDT		**Total**	**25,203.5**	**2,444.7**	**3,549.5**	**6,550.0**	**0.0**	**0.0**				**5,065.7**	**32,681.9**	**37,747.7**
Billings Bypass *UPN4199002*	Construction of Five Mile Road	IC	141.0	15.8						STPU		21.0	135.8	156.8
(Five Mile Road)		CN		6,077.5	-210.9	5.5				STPU		788.0	5,084.1	5,872.1
MDT		**Total**	**141.0**	**6,093.3**	**-210.9**	**5.5**	**0.0**	**0.0**				**809.1**	**5,219.9**	**6,028.9**
Billings Bypass *UPN4199003*	Construction of a new bridge	IC		416.2						NH		55.9	360.4	416.2
(Yellowstone River Bridge)	over the Yellowstone River	CN		11,364.2						STPU		1,525.1	9,839.1	11,364.2
		CN		5,000.0						CMAQ		671.0	4,329.0	5,000.0
		CN		5,000.0						BRIDGE		671.0	4,329.0	5,000.0
		CN		15,009.8	2,110.7					NH		2,297.6	14,822.9	17,120.5
MDT		**Total**	**0.0**	**36,790.2**	**2,110.7**	**0.0**	**0.0**	**0.0**				**5,220.5**	**33,680.4**	**38,900.9**
Billings Bypass *UPN4199007*	Reconstruction of existing	IC					2,000.0			NH		268.4	1,731.6	2,000.0
(Johnson Lane Interchange)	Interchange	CN					2,412.4			STPU		323.7	2,088.7	2,412.4
		CN					6,200.0			CMAQ		832.0	5,368.0	6,200.0
		CN					3,800.0			NH		510.0	3,290.0	3,800.0
		CN					15,130.5			NHFP		1,513.1	13,617.5	15,130.5
		CN					15,661.7			IM*		1,566.2	14,095.5	15,661.7
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**45,204.6**	**0.0**				**5,013.4**	**40,191.2**	**45,204.6**
Billings Bypass *UPN4199005*	Construction of new bridge	IC				984.0				NH		132.1	851.9	984.0
(Railroad Overpass)	over railroad	CN				21,778.4				NH		2,177.8	19,600.5	21,778.4
MDT		**Total**	**0.0**	**0.0**	**0.0**	**22,762.3**	**0.0**	**0.0**				**2,309.9**	**20,452.5**	**22,762.3**
Billings Bypass *UPN4199006*	Construction of connection	IC						1,000.0		NH		134.2	865.8	1,000.0
(Johnson Lane Interchange to RR O'pass)	from Interchange to RR O'pass	CN						8,397.6		NH		1,127.0	7,270.6	8,397.6
MDT		**Total**						**9,397.6**				**1,261.2**	**8,136.4**	**9,397.6**
Billings Bypass *UPN4199004*	Construction of connection	IC							500.0	NH		67.1	432.9	500.0
(Five Mile Rd to US 87)	from Five Mile to US 87	CN							18,741.7	NH		2,515.1	16,226.6	18,741.7
MDT		**Total**							**19,241.7**			**2,582.2**	**16,659.5**	**19,241.7**
Totals			**25,344.4**	**45,328.3**	**5,449.3**	**29,317.9**	**45,204.6**	**9,397.6**	**19,241.7**		**0.0**	**22,262.0**	**157,021.8**	**179,283.8**

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.

CN estimates include CE costs

I-90 Yellowstone River Bridges

I-90 Yellowstone River Bridges

Funding shown in thousands of dollars

Project: I-90 Yellowstone River Bridges	Description	Phase	Program Schedule							Funding	Local	State	Federal	Total Project Costs
Sponsor: MDT			Pre-2020	2020	2021	2022	2023	2024	2024+	Source		13.42%	86.58%	
I-90 Yellowstone River Bridges	Reconstruction of Interstate	PE	6,287.8	161.8	172.2					BRIDGE		888.7	5,733.2	6,621.8
UPN 7972	bridges over the Yellowstone	RW		240.0		-60.0				IM*		18.0	162.0	180.0
	River	IC			341.2					IM*		34.1	307.1	341.2
		CN			63,354.4					BRIDGE		8,502.2	54,852.2	63,354.4
		CN			4,384.0					IM*		384.0	4,000.0	4,384.0
		CN			17,325.0					NHFP		2,325.0	15,000.0	17,325.0
MDT	RP 450 to 452.7	**Total**	**6,287.8**	**401.8**	**85,576.8**	**-60.0**	**0.0**	**0.0**	**0.0**			**12,152.0**	**80,054.5**	**92,206.4**
Totals			**6,287.8**	**401.8**	**85,576.8**	**-60.0**	**0.0**	**0.0**	**0.0**			**12,152.0**	**80,054.5**	**92,206.4**

CN estimates include CE costs

**IM funding split is 90% Federal/10% State*

Estimated Revenue

Estimated Revenue

Amounts shown in thousands of dollars

Federal					STP/S*/X*										
Fiscal Year	CMAQ**	STPU*	IM*	NH*	NHFP*	SFCN	STPP*	RRS	HSIP*	BR*	UPP*	MACI*	BUILD**	TA*	SUBTOTAL
Carryover	5,841.8	20,037.6													25,879.4
FFY 2020	1,390.2	2,489.8	2,073.3	29,177.0	0.0	1,082.0	0.0	225.5	2,071.1	6,739.8	723.0	2,139.5	0.0	380.7	48,491.9
FFY 2021	1,390.2	2,489.8	9,893.8	8,764.0	17,325.0	15.5	0.0	-7.9	7,888.8	63,858.2	1,632.7	960.7	0.0	300.0	114,510.8
FFY 2022	1,390.2	2,489.8	18,305.8	36,748.5	0.0	0.0	0.0	0.0	10,170.6	2,886.7	500.0	3,138.4	9,370.9	300.0	85,300.9
FFY 2023	1,390.2	2,489.8	18,699.2	7,116.4	15,130.5	0.0	0.0	0.0	500.0	1,809.8	500.0	750.0	9,370.9	300.0	58,056.7
FFY 2024	1,390.2	2,489.8	1,500.0	52,800.4	0.0	0.0	0.0	0.0	1,138.8	1,796.8	500.0	1,193.5	0.0	300.0	63,109.6
TOTAL	12,793.0	32,486.5	50,472.0	134,606.4	32,455.5	1,097.5	0.0	217.6	21,769.3	77,091.3	3,855.7	8,182.1	18,741.8	1,580.7	395,349.3

Federal	FTA 5307		FTA 5339		FTA 5310		GAS TAX			
Fiscal Year	Federal	Local	Federal	Local	Federal	Local	CITY	COUNTY	OTHER	TOTAL
Carryover	0.0		3,418.3		22.0					29,319.7
FFY 2020	4,733.9	1,891.4	514.0	695.1	134.6	23.8	1,739.8	313.8	2,225.5	60,763.7
FFY 2021	1,910.3	1,910.3	473.7	135.2	104.5	20.8	1,739.8	313.8	1,569.8	122,688.9
FFY 2022	1,929.3	2,548.3	420.0	105.0	160.0	29.3	1,726.8	324.8	1,585.0	94,129.4
FFY 2023	1,948.7	1,948.7	420.0	105.0	160.0	29.3	1,726.8	324.8	2,432.4	67,152.3
FFY 2024	1,968.2	1,968.2	420.0	105.0	160.1	29.3	1,726.8	324.8	1,615.6	71,427.5
TOTAL	12,490.4	10,266.7	5,666.1	1,145.3	719.2	132.5	8,660.0	1,602.0	9,428.2	445,481.6

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions. Federal program funding availability may impact the scheduling of projects. Funding beyond 2020 will be subject to the obligation limitation set by the annual appropriations process.

NOTES:

These estimates are based on historical data and projections.

* STPU, IM, NH, NHFP, STPX, STPP, HSIP, BR, UPP, MACI, and TA funds include match.

**Reflective of federal share only.

Operations and Maintenance funds (average of Fiscal Years 2015-2017), local match, and CMAQ (local match) makes up OTHER

Congestion Mitigation & Air Quality (CMAQ)

Congestion Mitigation & Air Quality (CMAQ)

Funding shown in thousands of dollars

Unless otherwise indicated the matching ratios for these projects are 86.58% Federal and 13.42% Match

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local 13.42%	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover (Federal)				5,841.8	2,903.0	4,293.3	5,683.5	1,705.8				
Estimated allocation (Federal)				1,390.2	1,390.2	1,390.2	1,390.2	1,390.2				
Billings Bypass *UPN4199003*	Construction of a new bridge											
(Yellowstone River Bridge)	over the Yellowstone River	CN		5,000.0						671.0	4,329.0	5,000.0
MDT		**Total**	**0.0**	**5,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**671.0**	**4,329.0**	**5,000.0**
Billings Bypass *UPN4199007*	Reconstruction of existing											
(Johnson Lane Interchange)	Interchange	CN					6,200.0			832.0	5,368.0	6,200.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**6,200.0**	**0.0**	**0.0**	**832.0**	**5,368.0**	**6,200.0**
Project Adjustments/Closures												
		CMAQ Totals		**5,000.0**	**0.0**	**0.0**	**6,200.0**	**0.0**	**0.0**	**1,503.0**	**9,697.0**	**11,200.0**
		Federal		**4,329.0**	**0.0**	**0.0**	**5,368.0**	**0.0**				
		State		**671.0**	**0.0**	**0.0**	**832.0**	**0.0**				
		Ending Balance (Federal)		**2,903.0**	**4,293.3**	**5,683.5**	**1,705.8**	**3,096.0**				

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.

Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

CN estimates include CE costs

Surface Transportation Program Urban (STPU)

Surface Transportation Program Urban (STPU)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover				20,037.6	5,069.8	7,770.5	10,254.8	10,332.1				
Estimated Allocation (STPU)				2,489.8	2,489.8	2,489.8	2,489.8	2,489.8				
Billings Bypass *UPN4199002*	Construction of Five Mile Road	IC	141.0	15.8						21.0	135.7	156.8
(Five Mile Road)		CN		6,077.6	-211.0	5.5				788.0	5,084.1	5,872.1
MDT		**Total**	**141.0**	**6,093.4**	**-211.0**	**5.5**	**0.0**	**0.0**		**809.1**	**5,219.8**	**6,028.9**
Billings Bypass *UPN4199003* **(Yellowstone River Bridge)**	Construction of a new bridge over the Yellowstone River	CN		11,364.2						1,525.1	9,839.1	11,364.2
MDT		**Total**	**0.0**	**11,364.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,525.1**	**9,839.1**	**11,364.2**
Billings Bypass *UPN4199007* **(Johnson Lane Interchange)**	Reconstruction of existing Interchange	CN					2,412.4			323.7	2,088.7	2,412.4
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**2,412.4**	**0.0**	**0.0**	**323.7**	**2,088.7**	**2,412.4**
Adjustment/Closures												
		STPU Totals		**17,457.6**	**-211.0**	**5.5**	**2,412.4**	**0.0**	**0.0**	**2,657.9**	**17,147.6**	**19,805.5**
		Federal		**15,114.8**	**-182.7**	**4.8**	**2,088.7**	**0.0**				
		State		**2,342.8**	**-28.3**	**0.7**	**323.7**	**0.0**				
		Balance		**5,069.8**	**7,770.5**	**10,254.8**	**10,332.1**	**12,821.9**				

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

Interstate Maintenance (IM)

Surface Transportation Program Urban (STPU)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Carryover				20,037.6	5,069.8	7,770.5	10,254.8	10,332.1				
Estimated Allocation (STPU)				2,489.8	2,489.8	2,489.8	2,489.8	2,489.8				
Billings Bypass *UPN4199002*	Construction of Five Mile Road	IC	141.0	15.8						21.0	135.7	156.8
(Five Mile Road)		CN		6,077.6	-211.0	5.5				788.0	5,084.1	5,872.1
MDT		**Total**	**141.0**	**6,093.4**	**-211.0**	**5.5**	**0.0**	**0.0**		**809.1**	**5,219.8**	**6,028.9**
Billings Bypass *UPN4199003* **(Yellowstone River Bridge)**	Construction of a new bridge over the Yellowstone River	CN		11,364.2						1,525.1	9,839.1	11,364.2
MDT		**Total**	**0.0**	**11,364.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1,525.1**	**9,839.1**	**11,364.2**
Billings Bypass *UPN4199007* **(Johnson Lane Interchange)**	Reconstruction of existing Interchange	CN					2,412.4			323.7	2,088.7	2,412.4
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**2,412.4**	**0.0**	**0.0**	**323.7**	**2,088.7**	**2,412.4**
Adjustment/Closures												
		STPU Totals		**17,457.6**	**-211.0**	**5.5**	**2,412.4**	**0.0**	**0.0**	**2,657.9**	**17,147.6**	**19,805.5**
		Federal		**15,114.8**	**-182.7**	**4.8**	**2,088.7**	**0.0**				
		State		**2,342.8**	**-28.3**	**0.7**	**323.7**	**0.0**				
		Balance		**5,069.8**	**7,770.5**	**10,254.8**	**10,332.1**	**12,821.9**				

Funding projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal actions.
Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.
CN estimates include CE costs

National Highway (NH)*

National Highway (NH)*

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
MDT-PREVENTATIVE MAINTENANCE - NH	Maintenance	All		1,000.0	1,000.0	1,000.0	1,000.0	1,000.0		671.0	4,329.0	5,000.0
MDT		**Total**		**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**		**671.0**	**4,329.0**	**5,000.0**
Billings Bypass	New construction	PE	2,734.3	2,444.7						695.0	4,484.0	5,179.1
UPN 4199-000		RW			3,550.0	6,550.0				1,355.4	8,744.6	10,100.0
		IC			0.0					0.0	0.0	0.0
MDT		**Total**	**2,734.3**	**2,444.7**	**3,550.0**	**6,550.0**	**0.0**	**0.0**	**0.0**	**2,050.4**	**13,228.6**	**15,279.1**
Billings Bypass - Yellowstone River Bridge	New construction of bridge	IC		416.2						55.9	360.4	416.2
UPN 4199-003	over the Yellowstone River	CN		15,009.8	2,110.7					2,297.6	14,822.9	17,120.5
MDT		**Total**	**0.0**	**15,426.0**	**2,110.7**	**0.0**	**0.0**	**0.0**	**0.0**	**2,353.4**	**15,183.3**	**17,536.7**
Billings Bypass - Five Mile Rd to US 87	Construction of connection	IC						500.0		67.1	432.9	500.0
UPN 4199-004	from Five Mile to US 87	CN						18,741.7		2,515.1	16,226.6	18,741.7
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**19,241.7**	**0.0**	**2,582.2**	**16,659.5**	**19,241.7**
Billings Bypass - RR O'pass	New construction of	IC				984.0				132.1	851.9	984.0
UPN 4199-005	RR O'pass	CN				21,778.4				2,922.7	18,855.7	21,778.4
										0.0	0.0	0.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**22,762.3**	**0.0**	**0.0**	**0.0**	**3,054.7**	**19,707.6**	**22,762.3**
Billings Bypass - Johnson Ln. Intch - RR O'pass	New construction of connection	IC						1,000.0		134.2	865.8	1,000.0
UPN 4199-006	from Interchange to bridge	CN						8,397.6		1,127.0	7,270.6	8,397.6
										0.0	0.0	0.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9,397.6**	**0.0**	**1,261.2**	**8,136.4**	**9,397.6**
Billings Bypass - Johnson Lane Intch	Reconstruction of existing	IC					2,000.0			268.4	1,731.6	2,000.0
UPN 4199-007	Interchange	CN					**3,800.0**			510.0	3,290.0	3,800.0
	RP 455.5	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**5,800.0**	**0.0**	**0.0**	**778.4**	**5,021.6**	**5,800.0**
Exposition Dr. & 1st Ave. N. Blgs	Interesction Improvements	PE	1,192.3							160.0	1,032.3	1,192.3
UPN 7908										0.0	0.0	0.0
		CN						2,085.0		279.8	1,805.2	2,085.0
MDT	RP .35 to 1.35	**Total**	**1,192.3**	**0.0**	**0.0**	**0.0**	**0.0**	**2,085.0**	**0.0**	**439.8**	**2,837.4**	**3,277.2**
27th St - 1st Ave S to Airport	Mill and overlay	PE	2,132.5							286.2	1,846.3	2,132.5
UPN 7910		RW	772.6			-3.5				103.2	665.9	769.1
		IC	179.8		22.2					27.1	174.8	201.9
		CN	10,698.0	539.8	495.2				321.8	1,574.6	10,158.4	12,054.8
MDT	RP 0.0 to 3.0	**Total**	**13,782.8**	**539.8**	**517.4**	**-3.5**	**0.0**	**0.0**	**321.8**	**1,991.1**	**12,845.5**	**15,158.4**
Underpass Ave. Improvements	Intersection Improvements									0.0	0.0	0.0
UPN 8669		CN				6,255.8				839.5	5,416.3	6,255.8
MDT	RP .51 to .72	**Total**	**0.0**	**0.0**	**0.0**	**6,255.8**	**0.0**	**0.0**	**0.0**	**839.5**	**5,416.3**	**6,255.8**
Main Street - Billings	Pavement Preservation	PE	668.2	130.0	-17.0					104.8	676.4	781.2
UPN 8717	with micro-surfacing	RW	180.0			-34.2				19.6	126.2	145.8
		IC	77.3	38.5						15.5	100.2	115.8
		CN		8,469.7		192.9				1,162.5	7,500.1	8,662.6
MDT	RP 1.08 to 4.66	**Total**	**925.5**	**8,638.2**	**-17.0**	**158.6**	**0.0**	**0.0**	**0.0**	**1,302.5**	**8,402.9**	**9,705.3**
Airport Rd. & Main St. - Blgs	Intersection Improvements	OT	295.6							39.7	255.9	295.6
UPN 8718		PE	2,229.8							299.2	1,930.6	2,229.8
		RW					61.2			8.2	53.0	61.2
		IC					153.1			20.5	132.5	153.1
		CN						7,514.6		1,008.5	6,506.1	7,514.6
MDT	RP 1.5 to 2.2	**Total**	**2,525.4**	**0.0**	**0.0**	**0.0**	**214.3**	**7,514.6**	**0.0**	**1,376.1**	**8,878.2**	**10,254.3**
1st Ave. N - N 9th to RR Xing	Reconstruction of roadway	PE	1,746.7		1,483.3					433.5	2,796.5	3,230.0
UPN 9022	Major Rehab	RW			59.8					8.0	51.8	59.8
		IC			59.8					8.0	51.8	59.8
		CN						10,795.5		1,448.8	9,346.7	10,795.5
MDT	N-115 RP 0.7 - RP .93	**Total**	**1,746.7**	**0.0**	**1,603.0**	**0.0**	**0.0**	**10,795.5**	**0.0**	**1,898.3**	**12,246.8**	**14,145.1**
Zoo Drive Improvements	Intersection Improvements	PE	128.2							17.2	111.0	128.2
UPN 9597	I-90 RP 442.9 to 444.3	CN						2,766.1		371.2	2,394.9	2,766.1
MDT	U-1011 RP 2.36 to 3.04	**Total**	**128.2**	**0.0**	**0.0**	**0.0**	**0.0**	**2,766.1**	**0.0**	**388.4**	**2,505.8**	**2,894.3**
1st Ave. N - RR Xing to Broadway	Reconstruction of roadway	PE		500.0						67.1	432.9	500.0
UPN 9880	Major Rehab	RW				12.6				1.7	10.9	12.6
		IC				12.6				1.7	10.9	12.6
CN outside of TIP Timeframe 2025		CN								0.0	0.0	0.0
MDT	N-115 RP 0.93 - RP 1.45	**Total**	**0.0**	**500.0**	**0.0**	**25.2**	**0.0**	**0.0**	**0.0**	**70.5**	**454.7**	**525.2**
1st Ave. N - Broadway to Division	Reconstruction of roadway	PE		500.0						67.1	432.9	500.0
UPN 9881	Major Rehab	RW					12.6			1.7	10.9	12.6
		IC					12.6			1.7	10.9	12.6
CN outside of TIP Timeframe 2026		CN								0.0	0.0	0.0
MDT	N-115 RP 1.45 to RP 2.05	**Total**	**0.0**	**500.0**	**0.0**	**0.0**	**25.2**	**0.0**	**0.0**	**70.5**	**454.7**	**525.2**
Montana Ave Crosswalks - BLGS	Sidewalk Improvements	PE		128.2						17.2	111.0	128.2
UPN 9998	ADA compliance	RW					25.6			3.4	22.2	25.6
		IC					51.3			6.9	44.4	51.3
CN outside of TIP Timeframe 2025		CN								0.0	0.0	0.0
MDT	N-113 RP .17 to RP 4.25	**Total**	**0.0**	**128.2**	**0.0**	**0.0**	**76.9**	**0.0**	**0.0**	**27.5**	**177.6**	**205.2**
NH TOTAL			**23,035.2**	**29,177.0**	**8,764.0**	**36,748.5**	**7,116.4**	**52,800.4**	**321.8**	**21,155.5**	**136,486.1**	**157,963.4**

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*NH is a state sub-allocated program funded by the federal National Highway Performance Program.

CN estimates include CE costs

National Highway Freight Program (NHFP)*

National Highway Freight Program (NHFP)*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2020	2020	2021	2022	2023	2024		13.42%	86.58%	
Billings Bypass UPN4199007	Reconstruction of existing	CN					15,130.5			2,030.5	13,100.0	15,130.5
(Johnson Lane Interchange)	Interchange									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**15,130.5**	**0.0**	**0.0**	**2,030.5**	**13,100.0**	**15,130.5**
I-90 Yellowstone River Bridges	Reconstruction of	CN			17,325.0					2,325.0	15,000.0	17,325.0
UPN 7972	interstate bridges									0.0	0.0	0.0
										0.0	0.0	0.0
										0.0	0.0	0.0
MDT	I-90 RP 450.09 to 452.73	**Total**	**0.0**	**0.0**	**17,325.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2,325.0**	**15,000.0**	**17,325.0**
NHFP TOTAL			**0.0**	**0.0**	**17,325.0**	**0.0**	**15,130.5**	**0.0**	**0.0**	**4,355.5**	**28,100.0**	**32,455.5**

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Federal program funding availability may impact the scheduling of projects. Funding will be subject to the obligation limitation set by the annual appropriations process.

*NHFP is funded by the federal National Highw ay Performance Program.

CN estimates include CE costs

Surface Transportation Program Off System (STPX), Secondary (STPS), State Funded Construction, (SFCN)

Surface Transportation Program Off System (STPX), Secondary (STPS) State Funded Construction (SFCN)

Funding shown in thousands of dollars

Project	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
Sponsor			Pre-2020	2020	2021	2022	2023	2024		13.42%	86.58%	
27th Street RR Crossing	Railroad crossing study	OT	1,075.0							144.3	930.7	1,075.0
UPN 9354		RW								0.0	0.0	0.0
MDT	RP 1 to 1.6	**Total**	**1,075.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**144.3**	**930.7**	**1,075.0**
SF 169 Rimrock & 62nd St. W	Intersection Improvement	OT	563.8	-64.8						67.0	432.0	499.0
UPN 9383	Study									0.0	0.0	0.0
MDT	RP 2.4 to 2.8	**Total**	**563.8**	**-64.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**67.0**	**432.0**	**499.0**
Lockwood Interchange	Interchange Improvement	OT	300.0	1,146.8						194.2	1,252.6	1,446.8
UPN 9588	Study											
MDT	RP 450 to 455.3	**Total**	**300.0**	**1,146.8**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**194.2**	**1,252.6**	**1,446.8**
Jct Main & 87 to Worden	Roadway Epoxy Striping	OT			15.5					2.1	13.4	15.5
UPN										0.0	0.0	0.0
MDT	RP 0 to 2.453	**Total**	**0.0**	**0.0**	**15.5**	**0.0**	**0.0**	**0.0**	**0.0**	**2.1**	**13.4**	**15.5**
TOTALS			**1,938.8**	**1,082.0**	**15.5**	**0.0**	**0.0**	**0.0**	**0.0**	**407.5**	**2,628.8**	**3,036.3**

CN estimates include CE costs

Surface Transportation Program Primary (STPP)

Surface Transportation Program Primary (STPP)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase							Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2020	2020	2021	2022	2023	2024	13.42%	13.42%	86.58%	
No New Projects		Total										
STPP TOTALS			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

CN estimates include CE costs

Railroad Crossing (RRS)

Railroad Crossing (RRS)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local	Funding Source: State	Funding Source: Federal	Total Project Costs
										10.00%	90.00%	
RRXING - STEFFES RD - BILLINGS	Upgrade Rail grade crossing signals	PE		9.0	-7.9					0.1	1.0	1.1
UPN 9827		CN		216.5						21.7	194.9	216.5
MDT	L-56-1059 RP 0.03	**Total**		**225.5**	**-7.9**					**21.8**	**195.8**	**217.6**
TOTALS			**0.0**	**225.5**	**-7.9**	**0.0**	**0.0**	**0.0**	**0.0**	**21.8**	**195.8**	**217.6**

CN estimates include CE costs

Highway Safety Improvement Program (HSIP)

Highway Safety Improvement Program (HSIP)

Funding is shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local	Funding Source: State 10.00%	Funding Source: Federal 90.00%	Total Project Costs
SAFETY PROJECTS	Various Locations	ALL		500.0	500.0	500.0	500.0	500.0		250.0	2,250.0	2,500.0
MDT		**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**250.0**	**2,250.0**	**2,500.0**
SF 129 - Rndabout King 56th	Intersection Improvements -	PE	887.3	61.7	43.5					99.2	893.2	992.5
UPN 8052	Roundabout	RW	975.0		555.0					153.0	1,377.0	1,530.0
		IC	278.3							27.8	250.4	278.3
	ST SEC RTE 532	CN	0.0		4,200.0					420.0	3,780.0	4,200.0
MDT	RP 15.4 to 15.7	**Total**	**2,140.5**	**61.7**	**4,798.5**	**0.0**	**0.0**	**0.0**	**0.0**	**700.1**	**6,300.7**	**7,000.7**
SF 139-CENTRAL & 56TH RNDABOUT	Intersection Improvements -	PE	723.9	69.9	62.7					85.7	770.9	856.5
UPN 8611	Roundabout	RW	230.0	670.0						90.0	810.0	900.0
		IC	0.0		127.0					12.7	114.3	127.0
	L-56-504	CN	0.0			2,991.2				299.1	2,692.1	2,991.2
MDT	RP 1.7 TO RP 2.3	**Total**	**953.9**	**739.9**	**189.7**	**2,991.2**	**0.0**	**0.0**	**0.0**	**487.5**	**4,387.2**	**4,874.7**
SF-149 HILLCREST RT TURN	Install Right Turn Lane	PE	176.3	-51.0						12.5	112.7	125.3
UPN 8904		RW	60.0	-35.4						2.5	22.1	24.6
		IC	60.7	78.8						14.0	125.6	139.6
		CN	0.0		432.1					43.2	388.9	432.1
MDT	U1033 RP .9-1.3	**Total**	**297.0**	**-7.6**	**432.1**	**0.0**	**0.0**	**0.0**	**0.0**	**72.1**	**649.3**	**721.4**
SF 169 RIMROCK & 62ND ST W	Intersection Improvements -	PE	0.0	750.0	158.9					90.9	818.0	908.9
UPN 9383	Roundabout	RW	0.0		125.0					12.5	112.5	125.0
		IC	0.0		750.0					75.0	675.0	750.0
		CN	0.0			6,679.4				667.9	6,011.5	6,679.4
MDT	U1034 RP 2.4-2.8	**Total**	**0.0**	**750.0**	**1,033.9**	**6,679.4**	**0.0**	**0.0**	**0.0**	**846.3**	**7,617.0**	**8,463.4**
SF 169 FRNTG RD WISE LN INTX	Intersection warning system	PE	15.8	17.7						3.3	30.1	33.5
UPN 9384		CN	0.0		225.0					22.5	202.5	225.0
MDT	RP 3.5	**Total**	**15.8**	**17.7**	**225.0**	**0.0**	**0.0**	**0.0**	**0.0**	**25.9**	**232.7**	**258.5**
SF 169 BLGS AREA SFTY IMPRV	Installation of lighting and panel	PE	21.3	2.8						2.4	21.7	24.1
UPN 9420	delineation	CN	111.1	4.5						11.6	104.1	115.6
MDT	I-90 RP 445.6-447.3	**Total**	**132.4**	**7.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**14.0**	**125.8**	**139.7**
SF 169 I90 W KING AVE LIGHTING	Installation of lighting and panel	PE	44.8		13.9					5.9	52.8	58.7
UPN 9421	delineation	CN	0.0		695.8					69.6	626.2	695.8
MDT	I-90 RP 445.6-447.3	**Total**	**44.8**	**0.0**	**709.6**	**0.0**	**0.0**	**0.0**	**0.0**	**75.4**	**679.0**	**754.4**
SF 169 I90 SF 169 BLGS DISTRIC SFTY IM	Installation of signage and panel	PE	13.0							1.3	11.7	13.0
UPN 9423	delination	CN	124.3	2.1						12.6	113.7	126.4
MDT	Various Locations	**Total**	**137.3**	**2.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**13.9**	**125.4**	**139.4**
ZOO DRIVE IMPROVEMENTS - BLGS	Safety Improvements for Traffic Opera	PE	0.0							0.0	0.0	0.0
UPN 9597		CN	0.0					638.8		63.9	574.9	638.8
MDT	Various Locations	**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**638.8**	**0.0**	**63.9**	**574.9**	**638.8**
HSIP Totals			**3,721.8**	**2,071.1**	**7,888.8**	**10,170.6**	**500.0**	**1,138.8**	**0.0**	**2,549.1**	**22,942.0**	**25,491.1**

CN estimates include CE costs

Bridge Program

Bridge Program

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
BBP-YELLOWSTONE RIVER	Bridge rehabs									0.0	0.0	0.0
UPN 4199-003		CN		5,000.0						671.0	4,329.0	5,000.0
MDT	Statewide	**Total**	**0.0**	**5,000.0**	**0.0**	**0.0**	**0.0**	**0.0**		**671.0**	**4,329.0**	**5,000.0**
2012 SCOUR MITIGATION	Bridge rehabs	PE	111.9		-2.7					14.7	94.6	109.3
UPN 7960		RW	560.0	142.0	71.0					103.7	669.3	773.0
One project in MPO	Using 20% for costs	CN		432.8	250.9					91.8	592.0	683.7
MDT	Statewide	**Total**	**671.9**	**574.8**	**319.2**	**0.0**	**0.0**	**0.0**		**210.2**	**1,355.8**	**1,566.0**
I-90 Yellowstone River		PE	6,287.8	161.8	172.2					888.7	5,733.2	6,621.8
UPN 7972		CN			63,354.4					8,502.2	54,852.2	63,354.4
MDT	RP 2.7 to 3.0	**Total**	**6,287.8**	**161.8**	**63,526.6**	**0.0**	**0.0**	**0.0**		**9,390.8**	**60,585.4**	**69,976.2**
BR PRES COLUMBUS JOLIET AREA	Minor bridge rehab	PE	166.3							22.3	144.0	166.3
UPN 9552		IC								0.0	0.0	0.0
One project in MPO	Using 33% for costs	CN						1,796.8		241.1	1,555.7	1,796.8
MDT	U-1033 RP 0.9 to 1.1	**Total**	**166.3**	**0.0**	**0.0**	**0.0**	**0.0**	**1,796.8**		**263.5**	**1,699.7**	**1,963.1**
SHILOH RD / I-90 BRIDGE - BLGS	Bridge rehab	PE	309.9							41.6	268.3	309.9
UPN 9720		IC			12.4					1.7	10.7	12.4
		CN				2,810.8				377.2	2,433.6	2,810.8
MDT	U-1031 RO 5.0 to 5.3	**Total**	**309.9**	**0.0**	**12.4**	**2,810.8**	**0.0**	**0.0**		**420.5**	**2,712.6**	**3,133.1**
MONTANA AVE OVERPASS- BILLINGS	Bridge rehab	PE		253.1						34.0	219.1	253.1
UPN 9913		RW				38.0				5.1	32.9	38.0
		IC				38.0				5.1	32.9	38.0
		CN					1,809.8			242.9	1,566.9	1,809.8
MDT	N113 RP1.82 TO 1.92	**Total**	**0.0**	**253.1**	**0.0**	**75.9**	**1,809.8**	**0.0**		**287.0**	**1,851.8**	**2,138.8**
MONTANA AVE STRUCTURES - BLGS	Bridge Study	OT		750.0						100.7	649.4	750.0
UPN 9914										0.0	0.0	0.0
MDT	N113 RP1.82 TO 1.92	**Total**	**0.0**	**750.0**	**0.0**	**0.0**	**0.0**	**0.0**		**100.7**	**649.4**	**750.0**
BR TOTAL			**7,435.9**	**6,739.8**	**63,858.2**	**2,886.7**	**1,809.8**	**1,796.8**	**0.0**	**11,343.5**	**73,183.6**	**84,527.2**

CN estimates include CE costs

Urban Pavement Preservation (UPP)

Urban Pavement Preservation (UPP)

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Program Schedule						Funding Source			Total Project Costs
									Local	State	Federal	
			Pre-2020	2020	2021	2022	2023	2024		13.42%	86.58%	
URBAN PAVEMENT PRESERVATION		ALL		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0
MDT	Various Locations	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**	**0.0**	**335.5**	**2,164.5**	**2,500.0**
SHILOH ROAD - BILLINGS	Pavement Preservation	PE	45.4	-30.2						2.0	13.2	15.2
UPN 9502		CN		53.4						7.2	46.2	53.4
MDT	U-1031 RP 4.4-5.4	**Total**	**45.4**	**23.2**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**9.2**	**59.4**	**68.6**
KING AVE E - BILLINGS	Pavement Preservation	PE	26.0	-12.7						1.8	11.5	13.3
UPN 9505		CN		42.4						5.7	36.7	42.4
MDT	U-1026 RP 1.7-2.2	**Total**	**26.0**	**29.7**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**7.5**	**48.2**	**55.7**
HARDIN ROAD - BILLINGS	Pavement Preservation	PE	26.0	-10.5						2.1	13.4	15.5
UPN 9506		CN		180.6						24.2	156.4	180.6
MDT	U-1028 RP 0-2.1	**Total**	**26.0**	**170.1**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**26.3**	**169.8**	**196.1**
GRAND-24TH TO ZIMMERMAN (BLGS)	Pavement Preservation	PE	77.9		6.5					11.3	73.0	84.3
UPN 9509		CN			1,126.3					151.1	975.1	1,126.3
MDT	U-1004 RP .8- RP2	**Total**	**77.9**	**0.0**	**1,132.7**	**0.0**	**0.0**	**0.0**	**0.0**	**162.5**	**1,048.1**	**1,210.6**
UPP TOTAL			**175.2**	**723.0**	**1,632.7**	**500.0**	**500.0**	**500.0**	**0.0**	**540.9**	**3,489.9**	**4,030.9**

CN estimates include CE costs

Montana Air and Congestion Initiative (MACI)-Discretionary Program

Montana Air and Congestion Initiative (MACI)-DISCRETIONARY PROGRAM

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local 13.42%	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
ADA COMPLIANCE		All		500.0	500.0	500.0	500.0	500.0		335.5	2,164.5	2,500.0
MDT	ADA upgrades	**Total**		**500.0**	**500.0**	**500.0**	**500.0**	**500.0**		**335.5**	**2,164.5**	**2,500.0**
TRAFFIC MITIGATION		All		250.0	250.0	250.0	250.0	250.0		167.8	1,082.3	1,250.0
MDT	Signalization	**Total**		**250.0**	**250.0**	**250.0**	**250.0**	**250.0**		**167.8**	**1,082.3**	**1,250.0**
27th St - 1st Ave S to Airport	Mill and overlay											
UPN 7910		CN	5,500.0	197.1	22.4					767.6	4,951.9	5,719.5
MDT	HWAY RT 53/MT3 RP1.1 TO 3.0	**Total**	**5,500.0**	**197.1**	**22.4**	**0.0**	**0.0**	**0.0**	**0.0**	**767.6**	**4,951.9**	**5,719.5**
Underpass Ave. Improvements	Intersection Improvements	PE	1,167.6							156.7	1,010.9	1,167.6
		IC/RW		110.0	188.3					40.0	258.3	298.3
UPN 8669		CN				955.4				128.2	827.2	955.4
MDT	RP .51 to .72	**Total**	**1,167.6**	**110.0**	**188.3**	**955.4**	**0.0**	**0.0**	**0.0**	**324.9**	**2,096.3**	**2,421.3**
Main Street - Billings	Pavement Preservation											
UPN 8717	with micro-surfacing	CN		1,000.0						134.2	865.8	1,000.0
MDT	RP 1.08 to 4.66	**Total**	**0.0**	**1,000.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**134.2**	**865.8**	**1,000.0**
Mossmain Intch-West Bigs Inch	Pavement Preservation											
UPN 9198	Not all locations inside MPO boundary	CN				443.5				59.5	384.0	443.5
MDT	I-90 RP 437.12 to 446.7	**Total**	**0.0**	**0.0**	**0.0**	**443.5**	**0.0**	**443.5**	**0.0**	**59.5**	**384.0**	**443.5**
LAUREL ROAD SIGNALS - BILLINGS	INT UPGRADE/SIGNALS	PE	51.2	82.4						17.9	115.6	133.6
UPN 9568		IC				6.5				0.9	5.6	6.5
Route N-113	RP .6 and 1.3	CN				983.1				131.9	851.1	983.1
MDT	Various Locations	**Total**	**51.2**	**82.4**	**0.0**	**989.6**	**0.0**	**0.0**	**0.0**	**150.7**	**972.4**	**1,123.1**
		Total	**6,718.8**	**2,139.5**	**960.7**	**3,138.4**	**750.0**	**1,193.5**	**0.0**	**1,940.2**	**12,517.2**	**14,457.4**

CN estimates include CE costs

Transportation Alternatives

Transportation Alternatives

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source: Local 13.42%	Funding Source: State 13.42%	Funding Source: Federal 86.58%	Total Project Costs
Transportation Alternatives									0.0	0.0	0.0	0.0
		All		300.0	300.0	300.0	300.0	300.0	0.0	201.3	1,298.7	1,500.0
MDT/Locals	**Various Locations**	**Total**	**0.0**	**300.0**	**300.0**	**300.0**	**300.0**	**300.0**	**0.0**	**201.3**	**1,298.7**	**1,500.0**
BECRAFT LANE SIDEWALK-LOCKWOOD	Install sidewalks	PE	238.7	-0.6					31.9		206.1	238.0
UPN 9158		CN	897.6	81.4					131.4		847.6	979.0
MDT/Locals	**Various Locations**	**Total**	**1,136.3**	**80.7**	**0.0**	**0.0**	**0.0**	**0.0**	**163.3**	**0.0**	**1,053.7**	**1,217.0**
TA TOTALS			**1,136.3**	**380.7**	**300.0**	**300.0**	**300.0**	**300.0**	**163.3**	**201.3**	**2,352.4**	**2,717.0**
Federal			**983.8**	**329.6**	**259.7**	**259.7**	**259.7**	**259.7**				
Local			**152.5**	**51.1**	**40.3**	**40.3**	**40.3**	**40.3**				

Funding dependent on the outcome of a competitive process and funding availability.

CN estimates include CE costs

Earmarks

EARMARKS

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	Pre-2020	2020	2021	2022	2023	2024	Funding Source Local 13.42%	 State 13.42%	 Federal 86.58%	Total Project
Billings Bypass UPN4199000	Environmental Impact Statement Preliminary Engineering	PE	17,332.9							2,326.1	15,006.8	17,332.9
	Right of Way Acquisition	RW	7,847.0							1,053.1	6,793.9	7,847.0
MDT		**Total**	**25,179.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,379.1**	**21,800.8**	**25,179.9**
GRAND-24TH T0 ZIMMERMAN (BLGS)	Pavement Preservation											
UPN 9509		CN	84.4							11.3	73.1	84.4
MDT	U-1004 RP .8- RP2	**Total**	**84.4**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**11.3**	**73.1**	**84.4**
		Total	**25,264.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**3,390.5**	**21,873.8**	**25,264.3**

CN estimates include CE costs

Better Utilizing Investments to Leverage Development (BUILD) Grant Program

Better Utilizing Investments to Leverage Development (BUILD) Grant Program

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2020	2021	2022	2023	2024	Funding Source City	 County	 State	 Federal	Total Estimated Obligation FY2020-2024
Inner Belt Loop UPN	New Construction of Roadway				7,310.2	7,310.2		7,000.0			7,620.4	
MDT		**Total**	**0.0**	**0.0**	**7,310.2**	**7,310.2**	**0.0**	**7,000.0**	**0.0**	**0.0**	**7,620.4**	**14,620.4**
Skyline Trail UPN	Construction of Multi Use Path				2,060.7	2,060.7		85.0			4,036.4	
		Total	**0.0**	**0.0**	**2,060.7**	**2,060.7**	**0.0**	**85.0**	**0.0**	**0.0**	**4,036.4**	**4,121.4**
BUILD TOTAL			**0.0**	**0.0**	**9,370.9**	**9,370.9**	**0.0**	**7,085.0**	**0.0**	**0.0**	**11,656.8**	**18,741.8**

CN estimates include CE costs

Federal Transit Administration Section 5307 CARES Act*

Federal Transit Administration Section 5307 CARES Act*

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2020	2021	2022	2023	2024	Funding Source Local 0%	 Federal 100%	Total Estimated FY2020-2024
Carryover			0.0	5,358.5	7,123.4	2,584.5	0.0			
5311 Transfer from State (Federal Share - CARES)				1,237.8						
American Rescue Plan				1,346.7						
Allocation			5,358.5	0.0	0.0	0.0	0.0			
Bus Purchases	Purchase six (6)									0.0
MET Transit	replacement ADA							0.0	0.0	0.0
	Heavy Duty Buses							0.0	0.0	0.0
**Bus purchases moved to 5307*		**Total**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Facility Improvement and Technology	Training Lot Construction									
MET Tranist	Electronic Fare System									
**Tech moved to 5339B and Facility to 5339A*		**Total**	**0.0**	**0.0**				**0.0**	**0.0**	**0.0**
Operations	Transit Operations									
MET Transit				819.7	4,538.8	2,584.5		0.0	7,943.0	7,943.0
		Total	**0.0**	**819.7**	**4,538.8**	**2,584.5**	**0.0**	**0.0**	**7,943.0**	**7,943.0**
SECTION 5307 CARES TOTALS*			**0.0**	**819.7**	**4,538.8**	**2,584.5**	**0.0**	**0.0**	**7,943.0**	**7,943.0**
Federal			**0.0**	**819.7**	**4,538.8**	**2,584.5**	**0.0**			
Local			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			
Ending Balance (Federal)			**5,358.5**	**7,123.4**	**2,584.5**	**0.0**	**0.0**			

*FTA administered CARES ACT funds are subject to the section 5307 regulations regarding eligible projects and expenses. These projects are 100% federal funds with no requirement for local match. Only funds utilized for capital projects that involve a substantial change to the function, location, or capacity of the system are required to be reflected in this plan.

Federal Transit Administration Section 5307*

Federal Transit Administration Section 5307*

Funding shown in thousands of dollars

Project / Sponsor	Description	Phase	2020	2021	2022	2023	2024	Funding Source: Local % VARIES***	Funding Source: State	Funding Source: Federal % VARIES***	Total Estimated Obligation FY2020-2024
Carryover			0.0	0.0	184.0	409.8	24.9				
5311 Transfer from State(Fed Share)	5311 CARES transfer			0.0							
Allocation (Estimated)(Fed Share)	moved to CARES table		1,891.4	1,891.5	2,433.7	2,490.1	2,490.1				
Bus & Passenger Facilites/Equipment											0.0
Supportive Equipment	80/20 Match			81.2				16.2		64.9	81.2
Ammenities								0.0		0.0	0.0
Facilities								0.0		0.0	0.0
Security Related Capital					0.0	40.5	31.1				
Met Transit		**Total**	**0.0**	**81.2**	**0.0**	**40.5**	**31.1**	**16.2**		**64.9**	**81.2**
Transit Operations* **											
Met Transit	50/50 Match	**Total**	**3,782.7**	**0.0**	**4,415.8**	**5,685.0**	**4,980.1**	**9,431.8**		**9,431.8**	**18,863.7**
Purchase buses								0.0		0.0	0.0
Replacement Buses	85/15 Match			1,932.4				289.9		1,642.6	1,932.4
								0.0		0.0	0.0
								0.0		0.0	0.0
Met Transit		**Total**	**0.0**	**1,932.4**	**0.0**	**0.0**	**0.0**	**289.9**		**1,642.6**	**1,932.4**
SECTION 5307 TOTALS*			**3,782.7**	**2,013.6**	**4,415.8**	**5,725.6**	**5,011.3**	**9,737.9**	**0.0**	**11,139.3**	**20,877.2**
Federal			**1,891.4**	**1,707.5**	**2,207.9**	**2,874.9**	**2,515.0**				
Local			**1,891.4**	**302.0**	**2,207.9**	**2,850.6**	**2,496.3**				
Ending Balance (Federal)			**0.0**	**184.0**	**409.8**	**24.9**	**0.0**				

*FTA administered funds are not subject to indirect cost recovery. 5307 funds may be supplemented by Small Transit Intensive Cities (STIC) funds based on transit system performance for the urbanized area (MET).

***Total local funding reflects an overmatch on federal share. Operations Match ratio is 50/50, Capital 80/20, ADA Captial 85/15

CARES Act is 100% federally funded

Federal Transit Administration Section 5339

Federal Transit Administration Section 5339 Formula

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2020	2021	2022	2023	2024	Funding Source Local % VARIES*	 State	 Federal % VARIES*	Total Estimated Obligation FY2020-2024
Carryover			1,853.5	2,057.5	900.6	615.1	578.0				
Allocation (Estimated)			353.3	473.7	455.9	469.7	469.7				
Bus Purchases	Replacement										0.0
Met Transit	85/15 for ada		**122.0**	**1,775.5**	**0.0**	**0.0**	**680.0**	**386.6**		**2,190.9**	**2,577.5**
Bus and Bus Technology	Upgrade					300.4					
Met Transit			**0.0**	**99.8**	**15.9**	**300.4**	**0.0**	**83.2**		**332.9**	**416.1**
Bus Passenger Amenities	Moved to Bus Facilities										
Met Transit			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
Bus Facilities	Facility items, construction,					28.7					
and Support	technology, ammenities,					304.4					
Met Transit	support equipment, etc		**56.9**	**52.1**	**910.8**	**333.0**	**0.0**	**270.6**		**1,082.3**	**1,352.9**
Bus, Facilities, and Technology	Upgrade facilities, replace buses, add technology										
*Met Transit***			**0.0**	**0.0**	**0.0**	**0.0**	**587.1**	**117.4**		**469.7**	**587.1**
			0.0	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**			
SECTION 5339 TOTALS			**179.0**	**1,927.4**	**926.7**	**633.5**	**1,267.1**	**857.9**	**0.0**	**4,075.8**	**4,933.7**
Federal			**149.3**	**1,630.7**	**741.4**	**506.8**	**1,047.7**				
Local			**29.7**	**296.7**	**185.3**	**126.7**	**219.4**				
Balance			**2,057.5**	**900.6**	**615.1**	**578.0**	**0.0**				

***Capital 80/20 Match, ADA Capital 85/15 Match**

PROJECTS (FY EXPENDED)

2020	2021	2022	2023	2024	
Powerplant Replacements	Replacment Buses			Overage bus diesel/elec	
	Dispatch Software	Samsung Tabs	TVMs (fares) AVL system		
Lot Gate Security Cams Sander	Fuel System & DEF TANK	Training Lot (change order)	Sup Veh, Bus Wash, Facility and ammenties		Security items moved to 5307
				Bus, Facility, Tech, Equip, Support	

Federal Transit Administration Section 5339 Competitive Funding

Federal Transit Administration Section 5339 Competitive Funding

Project Sponsor	Description	Phase	2020	2021	2022	2023	2024	Funding Source Local % VARIES*	 State	 Federal % VARIES*	Total Estimated Obligation FY2022-2026
Carryover			2,200.0	2,200.0	2,128.4	6,908.3	5,123.6				
Allocation			0.0	0.0	6,908.3						
Rollingstock/Buses	Replace					0.0	5,400.0				
MET	**85/15 ADA/LowNo**	**Total**	**0.0**	**0.0**	**2,365.6**	**0.0**	**5,400.0**	**1,164.8**		**6,600.7**	**7,765.6**
Bus and Bus Facilities	Technology			79.5	92.8						
	Facility			0.0	54.3	2,000.0	667.0				
	Other (Training)			10.0		230.9					
MET	**80/20 Rate**	**Total**	**0.0**	**89.5**	**147.1**	**2,230.9**	**667.0**	**626.9**		**2,507.6**	**3,134.5**
SECTION 5339 TOTALS			**0.0**	**89.5**	**2,512.7**	**2,230.9**	**6,067.0**	**1,791.7**		**9,108.3**	**10,900.0**
Federal			**0.0**	**71.6**	**2,128.4**	**1,784.7**	**5,123.6**				
Local			**0.0**	**17.9**	**384.3**	**446.2**	**943.4**				
Balance			**2,200.0**	**2,128.4**	**6,908.3**	**5,123.6**	**0.0**				

***Capital 80/20 Match, ADA Capital 85/15 Match**

5339B
Added 5339C

PROJECTS (FY EXPENDED)				
2020	**2021**	**2022**	**2023**	**2024**
		Replacement Buses		4 Electric Bus 4 Diesel Bus
	APCs Workforce Training	Digital Fares Support Vehicles	 METroplex Updat Bus Simulator	Bus chargers and infrastuct

Federal Transit Administration Section 5310

Federal Transit Administration Section 5310

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2020	2021	2022	2023	2024	Funding Source Local % VARIES*	State	Federal % VARIES*	Total Estimated Obligation FY2020-2024
Carryover				0.0	50.6	10.3	0.3				
Allocation (Estimated)			136.9	157.2	172.2	202.5	202.5				
Paratransit Vehicles	Purchase vehicles (ADA and Cutaway) for MET and other Coordination members as applicable	Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
Met Transit and Coordination Group			**161.1**	**125.3**	**250.0**	**250.0**	**125.0**	136.7		774.7	**911.4**
Traditional and Non-Traditional Projects	Projects to support identified community needs but may be also be used for vehicles	Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
Met Transit and Coordination Group			**0.0**	**0.0**	**0.0**	**0.0**	**253.5**	50.7		202.8	**253.5**
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.						0.0		0.0	0.0
		Purch.	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**
SECTION 5310 TOTALS			**161.1**	**125.3**	**250.0**	**250.0**	**378.5**	**187.4**		**977.5**	**1,164.9**
Federal			**136.9**	**106.5**	**212.5**	**212.5**	**309.1**				
Local			**24.2**	**18.8**	**37.5**	**37.5**	**69.5**				
Balance			**0.0**	**50.6**	**10.3**	**0.3**	**-106.2**				

NOTE: Indirect costs will be recovered on van/bus purchases.
Funding dependent on the outcome of a competitive process and funding availability.
*Capital Projects 80/20 match; ADA Capital 85/15 match

PROJECTS (FY YEAR EXPENDED)

2020	2021	2022	2023	2024
2 ADA Vans MET Transit	MET ADA Van; Aware Minivan	MET ADA van; COR ADA van (previous ob)**	MET ADA Van; COR ADA van and minivan	MET ADA Van
				Overages for prev obligations (vehicle price)

TRANSADE (STATE FUNDED)

TRANSADE (STATE FUNDED)

Funding shown in thousands of dollars

Project Sponsor	Description	Phase	2020	2021	2022	2023	2024	State Funded 100%	Total Estimated Obligation FY2020-2024
Carryover			0.0	0.0	0.0	0.0	0.0		
Allocation (Estimated)			100.0	115.3	76.8	110.3	212.7	**615.1**	**615.1**
Transit Operations	Operating		100.0	115.3	76.8	110.3	212.7	**615.1**	
Met Transit			**100.0**	**115.3**	**76.8**	**110.3**	**212.7**	**615.1**	**615.1**
STATE TOTALS			**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**615.1**	**615.1**

Public Comment

The MPO will post the draft Transportation Improvement Program (TIP) to the Transportation Resource page of the City of Billings Website. Link to the page is: https://www.ci.billings.mt.us/2336/Transportation-Resources . MPO additionally will post agendas for the Boards, Council and Commission that review and act on the Transportation Improvement Program here: https://www.ci.billings.mt.us/117/Agendas-Minutes . The MPO published a Public Hearing Notice in the Yellowstone County News on February 24, 2023 and March 3, 2023 noting that public comment will be received on the Transportation Improvement Plan at the Yellowstone County Planning Board Meeting scheduled for Tuesday, March 28, 2023.

Below is a list of the Public Meetings that allow for public review and comment on the Transportation Improvement Program. Each meeting notes the number of public attending and comments received from any public:

Technical Advisory Committee:	Thursday, February 23, 2023 Attendance at Meeting: TAC Members, Planning Staff Public Comment period
YC Planning Board:	Tuesday, March 28, 2023 Attendance at Meeting: Planning Board members, Planning Staff Public Comment period
Billings City Council:	Monday, April 10, 2023 Attendance at Meeting: City Council Members, Staff Public Comment period
YC Board of Commissioners:	Tuesday, April 4, 2023 Attendance at Meeting: Commissioners, Staff Public Comment period
Policy Coordinating Committee:	April 18, 2023 Attendance at Meeting: PCC Members, Staff, MDT Planning; Public Comment period

Public Participation Plan City of Billings MET Transit

The purpose of the City of Billings MET Transit Public Participation Plan is to ensure and improve access to MET's decision-making process for all members of the public including low-income, minority, and other disadvantaged populations. MET endeavors to provide opportunities for the public to assist and provide input on transit projects in regards to social, environmental, and economic impacts to the area's population.

The Public Participation Plan identifies methods for informing and involving the public in the decision making process, including minority and limited-English proficiency (LEP) populations. Methods of informing the public include, but are not limited to, printed material, partner and community outreach, press releases, paid advertising, transit advertising, and the MET website and social media platforms. Methods of involving the public include, but are not limited to, public meetings, public hearings, surveys, Aviation and Transit Commission meetings, public comment cards, and multiple feedback options.

To download a copy of MET's updated (10/2019) Public Participation Plan, insert the link below in your browser

https://www.ci.billings.mt.us/DocumentCenter/View/46951/2022-Public-Participation-and-Title-VI-Plan

Certification

The Billings Metropolitan Planning Organization for the Billings, Montana, urbanized area hereby certifies that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

I. 49 USC. Section 5303 and 23 USC. 134 and CFR 450.334;
II. Title VI of the Civil Rights Act of 1964, as amended (42 USC. 2000d-1) and 49 CFR, Part 21;
III. Section 1101(b) of the MAP-21 (Pub. L. 112-141) regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded projects (49 CFR part 26);
IV. The provision of the Americans With Disabilities Act of 1990 (42 USC. 12101 *et esq.*,) and the U. S. DOT implementing regulation (49 CFR Parts 27, 37 and 38);
V. The provision of 49 CFR part 20 regarding restrictions on influencing certain activities;
VI. Sections 174 and 176(c) and (d) of the Clear Air Act as amended (42 USC. 7504, 7506(c) and (d));
VII. 49 USC. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity;
VIII. 23 CFR, Part 230, regarding the implementation of an equal employment opportunity on Federal and Federal-aid highway construction contracts;
IX. The Older Americans Act as amended (42 USC. 6101), prohibiting discrimination on the basis of age in program or projects receiving Federal financial assistance;
X. Section 324 of Title 23 USC. regarding the prohibition of discrimination based on gender; and
XI. Section 504 of the Rehabilitation Act of 1973 (29 USC. 794) and 49 CFR, Part 27 regarding discrimination against individuals with disabilities.

Billings, Montana
Metropolitan Planning Organization

_____

Dennis Cook, Planning Board President /Date

City Council Regular

Date:	04/10/2023
Title:	SID 1423 Annafeld Subdivision 4th Filing Streetlights
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Yes

RECOMMENDATION

Staff recommends that Council approve the Resolution of Intent to Create SID 1423 and set a public hearing date for May 8, 2023.

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

McCall Development Inc., the developer of Annafeld Subdivision, 4th Filing, desires to construct public improvements in the subdivision that include streetlights. McCall Development would like to complete these improvements utilizing a special improvement district, that is allowed through the recorded Subdivision Improvements Agreement for the subdivision. Annafeld Subdivision, 4th Filing, is located south of Elysian Road near Elysian School. The streetlights will be installed along each street frontage. The streetlights will be maintained by the Homeowners Association until all of Annafeld Subdivision is completed. At that point, a SILMD will be created for maintenance.

McCall Development previously constructed the streets and underground utilities (water, sewer, and storm drain) within Annafeld Subdivision, 4th Filing, totaling $2,626,290.00 worth of improvements. These improvements count toward their required improvements in order to meet the requirements of the City's Raw Land District Requirements (Resolution No. 05-18234). The previously constructed improvements represent approximately 84% of the total improvement costs when including street, utility, and streetlight improvements.

ALTERNATIVES

The Council may:
â€¢ Approve the Resolution of Intent to Create SID 1423 and set a public hearing for the May 8, 2023, City Council Meeting; or
â€¢ Not approve the Resolution of Intent to Create SID 1423. If not approved, the streetlight improvements will have to be constructed with a private contract.

FISCAL EFFECTS

The total estimated costs of the improvements are $511,000 which will be paid from the sale of SID bonds and assessed to the properties within the SID boundary. If the costs are greater than the estimated amount, the developer will pay the additional cost.

Attachments

SID 1423 Resolution of Intent to Create

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No._____, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1423; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the "Resolution") was duly adopted by the City Council of the City at a meeting on April 10, 2023; that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____ _____;
voted against the same: _____ _____;
or were absent: _____.

WITNESS my hand officially this _____ day of _____, 20____.

_____
Denise Bohlman
City Clerk

RESOLUTION NO. 23-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1423; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

BE IT RESOLVED by the City Council of the City of Billings, Montana (the "City"), as follows:

Section 1. Proposed Improvements; Intention to Create District. The City proposes to undertake certain local improvements within Annafeld Subdivision Fourth Filing (the "Annafeld Subdivision") as more particularly described herein (the "Improvements") to benefit certain properties located in the City as more particularly described herein. The costs of the Improvements are to be assessed as more particularly described herein. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41, 42 and 43, as amended, Special Improvement District No. 1423 (the "District") for the purpose of undertaking the Improvements and assessing the properties in the District for the costs thereof.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1423 of the City of Billings, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A list of each of the properties in the District is shown on Exhibit F hereto (which is hereby incorporated herein and made a part hereof) and each of the property owners in the District is shown on Exhibit D hereto. The Annafeld Subdivision is coterminous with the boundaries of the District.

Section 4. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit E, consists of the construction and installation of streetlights within the District.

Section 5. Engineer and Estimated Costs of the Improvements. The Engineer for the Improvements is Sanderson Stewart who has been selected by McCall Development, Inc., the owner of all of but two of the properties in the District and developer of the Annafeld Subdivision (the "Developer"), as more particularly described in Section 8(f). The Engineer has estimated that the costs of the Improvements (including engineering, design and construction administration costs) are $511,000 as more particularly described on Exhibit C hereto (which is hereby incorporated herein and made a part hereof) and such costs have been reviewed by the City's Public Works Department. Costs of the Improvements include costs of the construction and installation of the Improvements, costs for

the creation of the District, costs of funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"), costs associated with the sale of the Bonds (as hereinafter defined), and all other incidental costs (including engineering, design and construction administration costs).

Section 6. Property to be Assessed; Assessment Methodologies.

6.1. Property to be Assessed. The properties in the District will benefit from, and be benefited by, the Improvements and will be assessed for costs of the Improvements as specified in Sections 6 and 7. Costs of the Improvements shall be assessed against the property in the District based on the area option method described in Sections 7-12-4162 and 7-12-4323, M.C.A., as particularly applied and set forth in this Section 6.

6.2 Assessment Methodology.

(a) Area Option Method. Each property within the District will be assessed for that portion of the total costs of the Improvements that the assessable area of such property bears to the total assessable area of all properties in the District. The total assessable area of all properties to be assessed is 439,534 square feet. The costs of the Improvements to be assessed against properties in the District, per square foot of assessable area, are estimated to be $1.1626.

6.3. Assessment Methodology Equitable and Consistent With Benefit. This Council hereby determines that the method of assessment and the assessment of costs of the Improvements against the properties in the District as prescribed in this Section 6 are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the properties to be assessed therefor. In addition, the Subdivision Improvements Agreement for the Annafeld Subdivision provides that the streetlight improvements will be borne by the landowners through either a private contract or the creation of a Special Improvement District.

Section 7. Payment for Improvements. Costs of the Improvements are to be paid from the proceeds of Special Improvement District Bonds (the "Bonds") in an aggregate principal amount not to exceed $511,000.00.

Section 8. Bond Financing; Pledge of Revolving Fund; Findings and Determinations. The Bonds will be repaid from the assessments for costs of the Improvements, together with interest thereon calculated pursuant to Section 7-12-4189, M.C.A., to be levied against the properties in the District. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 15 years, each in equal semiannual installments as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Principal of and interest on the Bonds will be paid from such assessments.

All property owners in the District shall have the opportunity to prepay their assessments prior to sale of the Bonds. After the Bonds are issued, all property owners in the District have the right to

prepay assessments as provided by law.

This Council further finds that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize the issuance of the Bonds and the pledge of the Revolving Fund therefor, this Council has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The estimated market value of the properties in the District as of the date of adoption of this resolution, as estimated by the County Assessor, has not been established. The estimated market value of the lot that was subdivided is $81,179. The lots are mostly vacant and street and utility improvements were constructed and installed in 2022 by the Developer, as more particularly described in Section 8(f). The special assessments to be levied against the properties in the District are less than the increase in estimated value of the properties as a result of the construction of the Improvements. All of the properties in the District are zoned Planned Unit Development.

(b) Diversity of Property Ownership. There are a total of 80 properties in the District, of which two are owned by individual property owners and the rest of which are owned by the Developer. No improvements, public or private, are located on any of the properties within the District, other than the street and utility improvements, as more particularly described in Section 8(f).

(c) Comparison of Special Assessments, Property Taxes and Market Value. Based on an analysis of the aggregate amount of the proposed assessments, any outstanding assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a property in the District) against each property in the District in comparison to the estimated market value of such property after the Improvements, the City concludes that, overall, the estimated market value of the properties in the District following the completion of the Improvements will exceed the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit F.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties in the District is set forth in Exhibit F, which analysis shows that of 80 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. Street lights are being built in the public right-of-way and serve a public benefit.

(f) Other Factors. The Annafeld Subdivision is located in the southwestern part of

the City, south of Elysian Road. This is one of the fastest growing areas within the City. The Developer intends to undertake the development of a residential community, which will include a diverse mix of single family, cottage, town home and apartment living options, with approximately 1000 total residences. In 2022, the Developer installed the streets and utilities serving the properties in the Annafeld Subdivision 4th Filing. The costs of the street and utility improvements ($2,626,290.00) have been reviewed by the City's Public Works Department. The street and utility improvements are solely within the boundaries of the District and in accordance with the City's Special Improvement District Policy regarding raw land subdivisions as set forth in Resolution No. 05-18234 adopted by the Council on January 24, 2005 (the "Raw Land Policy") shall constitute On-Site Improvements (i.e., those improvements located within the boundaries of a Special Improvement District) in satisfaction of the requirement that the Developer directly pay or finance 50% or more of the costs of the On-Site Improvements in connection with the of the District and the issuance of the Bonds. The costs of the street and utility improvements, when combined with the costs of the Improvements, represent 83% of the total On-Site Improvements.

Section 9. Reimbursement Expenditures.

9.1 Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

9.2 Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

9.3 Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of $511,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the

Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

9.4 Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

9.5 Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidence by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

Section 10. Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 12:00 p.m., M.T., on the expiration date of said 15-day period (May 1, 2023), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 8th day of May, 2023, at 5:30 p.m., in the Council Chambers, at 220 North 27th Street, in Billings, Montana.

Section 11. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Yellowstone County News*, a newspaper of general circulation in Yellowstone County on April 14 and April 21, 2023, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation, with real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 10th day of April 2023.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

LIGHTING EXHIBIT

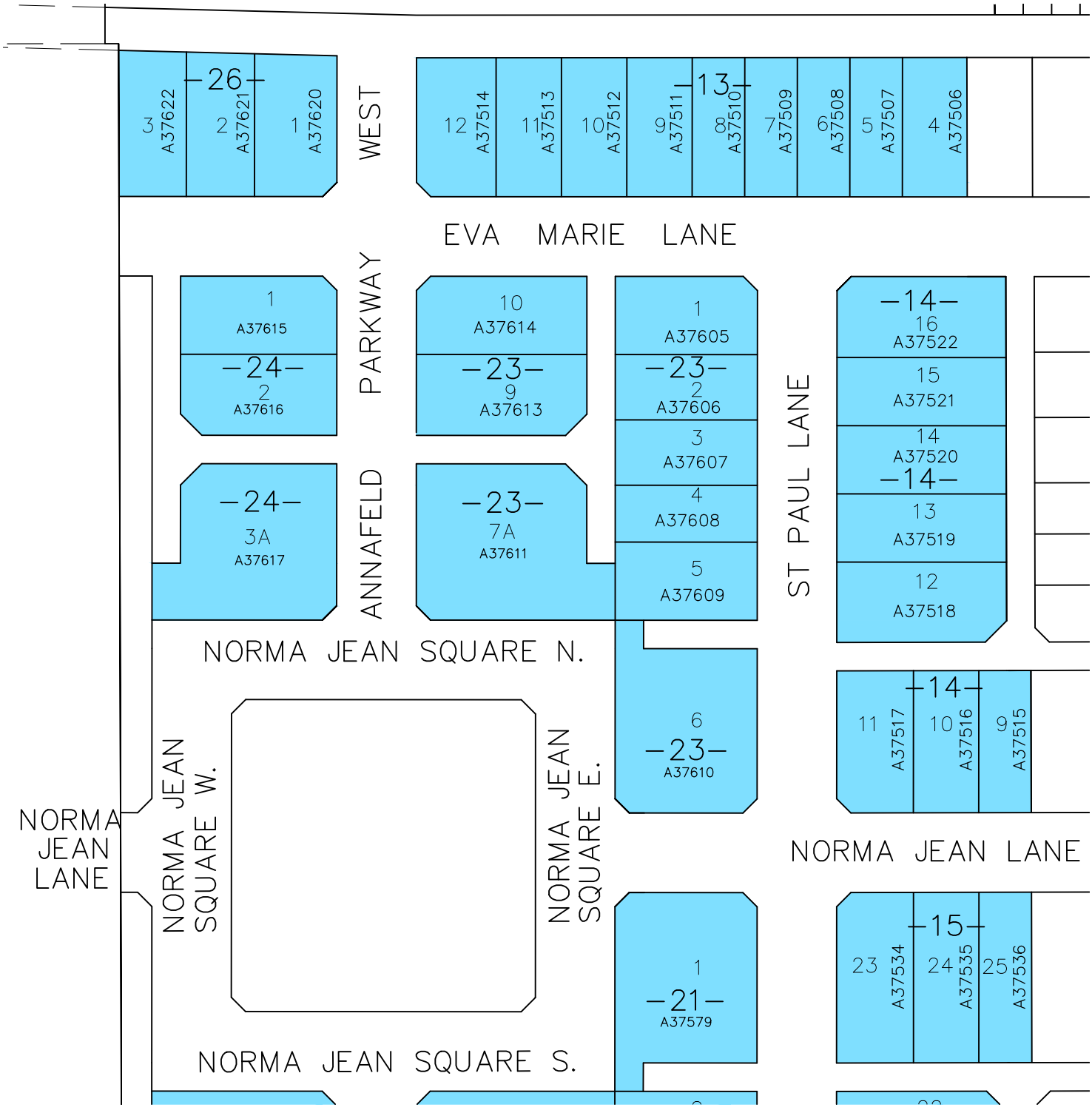
ANNAFELD SUBDIVISION, FOURTH FILING

PREPARED FOR : CITY OF BILLINGS

MARCH, 2023

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



16001_141_LIGHTING_ EXHIBIT.DWG 16001.141 03/22/2023 BG

EXHIBIT A

LIGHTING EXHIBIT

ANNAFELD SUBDIVISION, FOURTH FILING

PREPARED FOR : CITY OF BILLINGS

MARCH, 2023

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



16001_141_LIGHTING_ EXHIBIT.DWG 16001.141 03/22/2023 BG

SID 1423 EXHIBIT B

SID 1423 includes Annafeld Subdivision 4th Filing Block 13, Lots 4-12, Block 14, Lots 9-16, Block 15, Lots 12-16, 18-25, Block 16, Lots 8-15, Block 21, Lots 1-16, 17A, Block 22, Lots 1A and 3-8, Block 23, Lots 1-6, 7A, 9, 10, Block 24, Lots 1-2, 3A, Block 26, Lots 1-3, Block 27, Lots 1-3.

SID 1423 Annafeld 4th Filing Parks and Streetlights

Exhibit C Engineers Estimate of Probable Cost

Prepared By: City of Billings

Item Number	Description	Quantity	Unit	Engineers Estimate	
				Unit Prices	Amount
				Dollars	Dollars
401	Mobilization/Demobilization	1	LS	$15,499.45	$15,499.45
402	Taxes, Bonds, Insurance	1	LS	$7,749.73	$7,749.73
403	Traffic Control	1	LS	$1,000.00	$1,000.00
404	2-inch PVC Conduit	4,575	LF	$20.00	$91,500.00
405	Type 1 Pull Box - Composite	27	EA	$750.00	$20,250.00
406	Foundation - Concrete	18	CY	$1,500.00	$27,000.00
407	Conductor - Copper - AWG6-600V	15	LF	$3.00	$45.00
408	Conductor - Copper - AWG8-600V	9,105	LF	$1.75	$15,933.75
409	Conductor - Copper - AWG10-600V	4,605	LF	$1.50	$6,907.50
410	Decorative Luminaire Standard	33	EA	$4,850.00	$160,050.00
411	High Efficacy Luminaire - LED	33	EA	$1,800.00	$59,400.00
412	Service Assembly - 200A	2	EA	$3,200.00	$6,400.00
				Sub-Total	**$411,735.43**
			Contigency (10%)		$41,173.54
			Engineering		$9,121.03
				Total	**$462,030.00**
				Finance Fee	$1,200.00
				Revolving Fund 5%	$25,550.00
				Bond Discount 2%	$10,220.00
				Issuance Costs	$12,000.00
					$511,000.00
				Total Area	439,534
				Cost per SF	$1.1625949

SID 1423 Annafeld 4th Filing Streetlights
Exhibit D Property Owner Description and Assessment
Prepared By: City of Billings

TAX ID	OWNER	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	Lot	Block	LOT AREA	ASSESSMENT #1 STREETLIGHT $1.1626/SF
A37518	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	12	14	5346	$6,215.23
A37519	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	13	14	6626	$7,703.35
A37520	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	14	14	5721	$6,651.21
A37521	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	15	14	5714	$6,643.07
A37522	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	16	14	6726	$7,819.61
A37506	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	4	13	4464	$5,189.82
A37507	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	5	13	3630	$4,220.22
A37508	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	6	13	3628	$4,217.89
A37509	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	7	13	3626	$4,215.57
A37510	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	8	13	3625	$4,214.41
A37511	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	9	13	4504	$5,236.33
A37512	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	10	13	4502	$5,234.00
A37513	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	11	13	4500	$5,231.68
A37514	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	12	13	5425	$6,307.08
A37515	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	9	14	3685	$4,284.16
A37516	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	10	14	4600	$5,347.94
A37517	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	11	14	5346	$6,215.23
A37523	Michelle Kendall 1891 St. Paul Lane Billings, Mt 59101	Michelle Kendall	1891 St. Paul Lane	BILLINGS	MT	59101	12	15	3196	$3,715.65
A37524	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	13	15	2880	$3,348.27
A37525	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	14	15	2880	$3,348.27
A37526	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	15	15	2880	$3,348.27
A37527	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	16	15	2880	$3,348.27
A37529	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	18	15	5166	$6,005.97
A37530	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	19	15	5569	$6,474.49
A37531	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	20	15	5652	$6,570.99
A37532	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	21	15	5556	$6,459.38
A37533	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	22	15	5457	$6,344.28
A37534	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	23	15	6446	$7,494.09
A37535	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	24	15	5520	$6,417.52
A37536	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	25	15	4462	$5,187.50
A37537	Kennedy & Connor Langel 6158 Johanns Meadow Lane Billings, Mt 59101	Kennedy & Connor Langel	6158 Johanns Meadow Lane	BILLINGS	MT	59101	8	16	4503	$5,235.16
A37538	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	9	16	4488	$5,217.73
A37539	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	10	16	4600	$5,347.94
A37540	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	11	16	4600	$5,347.94
A37541	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	12	16	4600	$5,347.94
A37542	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	13	16	4600	$5,347.94
A37543	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	14	16	4800	$5,580.46
A37544	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	15	16	5651	$6,569.82
A37579	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	1	21	12293	$14,291.78

A37580	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	2	21	4600	$5,347.94
A37581	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	3	21	4600	$5,347.94
A37582	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	4	21	4000	$4,650.38
A37583	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	5	21	4000	$4,650.38
A37584	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	6	21	4600	$5,347.94
A37585	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	7	21	4600	$5,347.94
A37586	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	8	21	4600	$5,347.94
A37587	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	9	21	4600	$5,347.94
A37588	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	10	21	5429	$6,311.73
A37589	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	11	21	6784	$7,887.04
A37590	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	12	21	5520	$6,417.52
A37591	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	13	21	5520	$6,417.52
A37592	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	14	21	4800	$5,580.46
A37593	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	15	21	5520	$6,417.52
A37594	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	16	21	5407	$6,286.15
A37595	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	17A	21	13657	$15,877.56
A37597	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	1A	22	12558	$14,599.87
A37599	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	3	22	4947	$5,751.36
A37600	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	4	22	5060	$5,882.73
A37601	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	5	22	4400	$5,115.42
A37602	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	6	22	5060	$5,882.73
A37603	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	7	22	5060	$5,882.73
A37604	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	8	22	6237	$7,251.10
A37605	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	1	23	5450	$6,336.14
A37606	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	2	23	4600	$5,347.94
A37607	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	3	23	4600	$5,347.94
A37608	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	4	23	4000	$4,650.38
A37609	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	5	23	5500	$6,394.27
A37610	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	6	23	11863	$13,791.86
A37611	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	7A	23	13838	$16,087.99
A37613	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	9	23	6728	$7,821.94
A37614	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	10	23	6550	$7,615.00
A37615	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	1	24	6000	$6,975.57
A37616	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	2	24	6158	$7,159.26
A37617	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	3A	24	12738	$14,809.13
A37620	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	1	26	5738	$6,670.97
A37621	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	2	26	4853	$5,642.07
A37622	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	3	26	4862	$5,652.54
A37623	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	1	27	5550	$6,452.40
A37624	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	2	27	4600	$5,347.94
A37625	Mccall Development, Inc. 1536 Mullowney Lane Ste 100 Billings, Mt 59101	McCall Development, Inc.	1536 Mullowney Lane STE 100	BILLINGS	MT	59101	3	27	4000	$4,650.38
									439,534.00	$511,000

SID 1423 Annafeld Sub 4th Filing Streetlights

Exhibit E Description of Improvements

Prepared by: City of Billings

Special Improvement District No. 1423 shall construct streetlights serving Annafeld Subdivision 4th Filing within the City of Billings.

SID 1423 Annafeld 4th Filing Streetlights

Exhibit F Property Market Value and Delinquency

Prepared By: City of Billings

TAX I.D. NUMBER	PREVIOUS SID #	PREVIOUS SID PAY-OFF	DELINQUENT	SID 1423 ASSESSMENT	SID PAY-OFF + DELINQUENT + SID 1423 ASSESSMENT	ESTIMATED MARKET VALUE	ESTIMATED MARKET VALUE AFTER IMPROVEMENTS
A37518				$6,215.23	$6,215.23		$6,215.23
A37519				$7,703.35	$7,703.35		$7,703.35
A37520				$6,651.21	$6,651.21		$6,651.21
A37521				$6,643.07	$6,643.07		$6,643.07
A37522				$7,819.61	$7,819.61		$7,819.61
A37506				$5,189.82	$5,189.82		$5,189.82
A37507				$4,220.22	$4,220.22		$4,220.22
A37508				$4,217.89	$4,217.89		$4,217.89
A37509				$4,215.57	$4,215.57		$4,215.57
A37510				$4,214.41	$4,214.41		$4,214.41
A37511				$5,236.33	$5,236.33		$5,236.33
A37512				$5,234.00	$5,234.00		$5,234.00
A37513				$5,231.68	$5,231.68		$5,231.68
A37514				$6,307.08	$6,307.08		$6,307.08
A37515				$4,284.16	$4,284.16		$4,284.16
A37516				$5,347.94	$5,347.94		$5,347.94
A37517				$6,215.23	$6,215.23		$6,215.23
A37523				$3,715.65	$3,715.65		$3,715.65
A37524				$3,348.27	$3,348.27		$3,348.27
A37525				$3,348.27	$3,348.27		$3,348.27
A37526				$3,348.27	$3,348.27		$3,348.27
A37527				$3,348.27	$3,348.27		$3,348.27
A37529				$6,005.97	$6,005.97		$6,005.97
A37530				$6,474.49	$6,474.49		$6,474.49
A37531				$6,570.99	$6,570.99		$6,570.99
A37532				$6,459.38	$6,459.38		$6,459.38
A37533				$6,344.28	$6,344.28		$6,344.28
A37534				$7,494.09	$7,494.09		$7,494.09
A37535				$6,417.52	$6,417.52		$6,417.52
A37536				$5,187.50	$5,187.50		$5,187.50
A37537				$5,235.16	$5,235.16		$5,235.16
A37538				$5,217.73	$5,217.73		$5,217.73
A37539				$5,347.94	$5,347.94		$5,347.94
A37540				$5,347.94	$5,347.94		$5,347.94
A37541				$5,347.94	$5,347.94		$5,347.94
A37542				$5,347.94	$5,347.94		$5,347.94
A37543				$5,580.46	$5,580.46		$5,580.46
A37544				$6,569.82	$6,569.82		$6,569.82
A37579				$14,291.78	$14,291.78		$14,291.78
A37580				$5,347.94	$5,347.94		$5,347.94
A37581				$5,347.94	$5,347.94		$5,347.94
A37582				$4,650.38	$4,650.38		$4,650.38
A37583				$4,650.38	$4,650.38		$4,650.38
A37584				$5,347.94	$5,347.94		$5,347.94
A37585				$5,347.94	$5,347.94		$5,347.94
A37586				$5,347.94	$5,347.94		$5,347.94
A37587				$5,347.94	$5,347.94		$5,347.94
A37588				$6,311.73	$6,311.73		$6,311.73
A37589				$7,887.04	$7,887.04		$7,887.04
A37590				$6,417.52	$6,417.52		$6,417.52
A37591				$6,417.52	$6,417.52		$6,417.52
A37592				$5,580.46	$5,580.46		$5,580.46
A37593				$6,417.52	$6,417.52		$6,417.52
A37594				$6,286.15	$6,286.15		$6,286.15
A37595				$15,877.56	$15,877.56		$15,877.56
A37597				$14,599.87	$14,599.87		$14,599.87
A37599				$5,751.36	$5,751.36		$5,751.36
A37600				$5,882.73	$5,882.73		$5,882.73
A37601				$5,115.42	$5,115.42		$5,115.42
A37602				$5,882.73	$5,882.73		$5,882.73
A37603				$5,882.73	$5,882.73		$5,882.73
A37604				$7,251.10	$7,251.10		$7,251.10
A37605				$6,336.14	$6,336.14		$6,336.14
A37606				$5,347.94	$5,347.94		$5,347.94
A37607				$5,347.94	$5,347.94		$5,347.94
A37608				$4,650.38	$4,650.38		$4,650.38
A37609				$6,394.27	$6,394.27		$6,394.27
A37610				$13,791.86	$13,791.86		$13,791.86
A37611				$16,087.99	$16,087.99		$16,087.99
A37613				$7,821.94	$7,821.94		$7,821.94
A37614				$7,615.00	$7,615.00		$7,615.00
A37615				$6,975.57	$6,975.57		$6,975.57
A37616				$7,159.26	$7,159.26		$7,159.26
A37617				$14,809.13	$14,809.13		$14,809.13
A37620				$6,670.97	$6,670.97		$6,670.97
A37621				$5,642.07	$5,642.07		$5,642.07
A37622				$5,652.54	$5,652.54		$5,652.54
A37623				$6,452.40	$6,452.40		$6,452.40
A37624				$5,347.94	$5,347.94		$5,347.94
A37625				$4,650.38	$4,650.38		$4,650.38
AVERAGE		**#DIV/0!**	**$0.00**	**$6,387.50**	**$6,387.50**	**#DIV/0!**	**$6,387.50**
MEDIAN		**#NUM!**	**$0.00**	**$5,701.95**	**$5,701.95**	**#NUM!**	**$5,701.95**
LOW		**$0.00**	**$0.00**	**$3,348.27**	**$3,348.27**	**$0.00**	**$3,348.27**
HIGH		**$0.00**	**$0.00**	**$16,087.99**	**$16,087.99**	**$0.00**	**$16,087.99**

City Council Regular

Date:	04/10/2023
Title:	Resolution Authorizing the Issuance and Setting the Parameters for the West End Reservoir Bonds
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review	No

RECOMMENDATION

Staff recommends approval of the resolution authorizing the issuance and calling for a public sale for the West End Reservoir bonds.

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

Securing a second source of treated water for the City of Billings has been a Public Works Department priority and building a new West End Reservoir and Water Treatment Plant meets that goal and the long-term water needs for our community. The City has purchased approximately 300 acres locate north and south of Hesper Road between Shiloh and 48th Street West.

Public Works has been able to pay for costs with cash collected from current utility rates, but will need to sell bonds to finance the projects. The Plant construction bid is scheduled to be awarded in May and the Reservoir bid in July or August. City staff will determine the best option of issuing the water system revenue bonds in one or more series. The resolution gives authorization for either option. If the bonds are issued in one series the term will be approximately 20 years and up to 31 years for two bonds. For both options the aggregate principal amount would be $110,000,000 with an average interest rate of 5.75%.

A resolution has been submitted for approval to set the limits for the principal amounts, the interest rates and the maturity of the bonds.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve the resolution. Not approving the resolution will cause the project to not be completed.

FISCAL EFFECTS

By issuing one bond before the contract is awarded for the Reservoir could result in over or under borrowing. By waiting until the bids are awarded to issue a second bond, there will be an uncertainty of the interest rate at the time of the pricing the second bond.

The actual interest rate will be determined at the time of the pricing of the bonds, which will drive the total cost of borrowing.

Attachments

resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO UP TO $110,000,000 WATER SYSTEM REVENUE BONDS; AUTHORIZING THE ISSUANCE AND CALLING FOR THE PUBLIC SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on April 10, 2023 and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council members voted in favor thereof: _____ _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand and seal officially this 10th day of April, 2023.

(SEAL)

_____
City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO UP TO $110,000,000 WATER SYSTEM REVENUE BONDS; AUTHORIZING THE ISSUANCE AND CALLING FOR THE PUBLIC SALE THEREOF

BE IT RESOLVED by the City Council (the "Council") of City of Billings, Montana (the "City"), as follows:

Section 1. Recitals, Prior Acts, Authorization.

1.1 Recitals. Under the provisions of Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended (the "Act"), the City is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the acquisition, purchase, construction, reconstruction, improvement, betterment and extension of a municipal water system and to refund its revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the undertaking, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by such system to the City. The City proposes to undertake certain improvements to its municipal water system (the "System"), including design, engineering and construction of a new water reservoir, plant and related improvements (collectively, the "System Project"). The City has determined that it is necessary and desirable and in the best interests of the City to issue its water system revenue bonds, in one or more series, for the purpose of providing funds to pay costs of the System Project.

1.2 Prior Acts. In accordance with the Act and pursuant to Resolution No. 05-18329 adopted by the Council on September 12, 2005, as amended and supplemented by Resolution Nos. 09-18852, 09-18869, 10-18964, 12-19209, 12-19228, 14-10351 and 15-10443, adopted by the Council on July 27, 2009, September 14, 2009, July 12, 2010, September 10, 2012, October 22, 2012, April 14, 2014 and April 13, 2015, respectively (collectively, the "Resolution"), the City has issued and there are outstanding its First Amended and Restated Water System Revenue Bond (DNRC Drinking Water Revolving Loan Program), Series 2005 (the "Series 2005 Bond"), its Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009B (the "Series 2009B Bond"), its First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2009C (the "Series 2009C Bond"), its First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2009D (the "Series 2009D Bond"), its First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2010B (the "Series 2010B Bond"), its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2012 (the "Series 2012 Bond"), its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2014 (the "Series 2014 Bond") and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2015 (the "Series 2015 Bond"). The Series 2005 Bond, Series 2009B Bond, Series 2009D Bond, Series 2010B Bond, Series 2012 Bond, Series 2014 Bond and Series 2015 Bond are collectively referred to as the "Outstanding Bonds."

Pursuant to the Resolution, the City reserved the right to issue additional bonds on a parity with the Outstanding Bonds under certain conditions, including that the Net Revenues (as defined in the Resolution) for the last complete fiscal year of the System, calculated in accordance with the Resolution, were equal to at least 110% of the maximum amount of principal and interest to be payable from the Revenue Bond Account in any subsequent fiscal year during the term of the Outstanding Bonds, on the Outstanding Bonds and the additional bonds proposed to be issued (the "Coverage Requirement"). Assuming that the System Project Bonds (as defined below) are issued in one series in the aggregate principal amount of $110,000,000, with an average interest rate of 5.75% per annum and a term of approximately 20 years, the maximum aggregate annual principal and interest payable with respect to the Outstanding Bonds and the System Project Bonds is expected to be $10,507,975. The Net Revenues of the System for fiscal year 2022 were equal to $17,332,669, which is not less than 110% of $10,507,975.

1.3 Authorization. Pursuant to the Act and the Resolution, this Council hereby authorizes the City to proceed with the issuance and sale, in one or more series, of its Water System Revenue Bonds (collectively, the "System Project Bonds") for the purpose of providing funds to pay costs of the System Project and to pay costs of issuance of the System Project Bonds, subject to the terms and conditions described herein.

Section 2. Public Sale. The System Project Bonds shall be offered and sold, in one or more series, at one or more public competitive sales, in each case pursuant to certain Terms and Conditions of Sale (the "Terms and Conditions") to be determined and finalized with respect to each series of System Project Bonds by the City Administrator and City Finance Director, in consultation with Baker Tilly Municipal Advisors LLC, as municipal advisor to the City ("Baker Tilly"). For each series of System Project Bonds, the City Administrator and City Finance Director shall determine the date and time that bids will be opened and tabulated. The City Administrator and City Finance Director will prepare or cause to be prepared a notice of the sale of each series of System Project Bonds, and the City Clerk is authorized and directed to cause notice of the sale of each series of System Project Bonds to be published in the *Yellowstone County News* in accordance with state law. Subject to Section 3 below, following tabulation of bids, the City Administrator and City Finance Director will award the sale of each series of System Project Bonds to the bidder with the lowest true interest cost; provided that, with respect to any series of System Project Bonds, the City Administrator and City Finance Director shall have the right to reject any and all bids in their sole discretion and to waive any informality and irregularity in any and all bids. In the event that all bids are rejected, the City Administrator and City Finance Director are authorized to initiate a new public, competitive sale of any series of System Project Bonds and to prepare such additional Terms and Conditions, offering materials and notices, in accordance with this resolution. The form or forms of the System Project Bonds and the final terms and conditions of each series thereof will be set forth in a subsequent resolution or resolutions to be adopted by this Council following the award of the sale of such System Project Bonds.

Section 3. Authorization to Award Sale; Parameters. Following tabulation of the bids as described in Section 2, the City Administrator and City Finance Director are hereby authorized to award the sale of each series of the System Project Bonds, in their discretion, on the terms and at a purchase price subject, with respect to each series of System Project Bonds, to the following limitations and conditions:

(a) the aggregate principal amount of the System Project Bonds shall not exceed $110,000,000 (exclusive of premium or discount);

(b) the purchase price of each series of System Project Bonds shall not be less than 97% of the principal amount thereof;

(c) the true interest cost of each series of System Project Bonds shall not exceed 5.75%;

(d) the proposed terms of each series of System Project Bonds shall allow the City to satisfy the Coverage Requirement; and

(e) each series of System Project Bonds shall mature not later than 31 years following the date of issuance of such series.

Section 4. Preliminary Official Statement. The City Administrator and City Finance Director, in consultation with Baker Tilly, are hereby authorized and directed to prepare, on behalf of the City, a Preliminary Official Statement with respect to each series of System Project Bonds to be distributed to potential bidders. The Preliminary Official Statement(s) shall contain the Terms and Conditions and such other information as shall be advisable and necessary to describe accurately the City, the System, the terms and conditions of such series of System Project Bonds and the security therefor. The City Administrator and City Finance Director are authorized on behalf of the City to deem each Preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 5. Continuing Disclosure. In order to permit bidders for each series of System Project Bonds and other participating underwriters in the primary offering of such series of System Project Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the City will covenant and agree for the benefit of the registered holders and beneficial owners from time to time of such outstanding series of System Project Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. The City is the only "obligated person" in respect of the System Project Bonds within the meaning of the Rule for the purposes of disclosing information on an ongoing basis. A description of the undertaking will be set forth in each Preliminary Official Statement. Failure of the City to enter into an undertaking substantially similar to that described in the applicable Preliminary Official Statement would relieve the successful bidder of its obligation to purchase the applicable series of System Project Bonds.

Section 6. Effective Date. This Resolution shall become effective upon passage.

PASSED by the City Council of City of Billings, Montana, this 10th day of April, 2023.

_____

Mayor

Attest:

_____

City Clerk

(SEAL)

City Council Regular

Date:	04/10/2023
Title:	Second reading - Ordinance amending BMCC section 18-204
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends Council approve second reading of the ordinance amending section 18-204 of Billings Montana City Code prohibiting weapons and firearms in city facilities.

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

Montana is an "open carry" state and there are no state laws restricting or regulating open carry. Anyone may openly carry anywhere except within school buildings as prohibited by local school districts (MCA 45-8-361) and within a publicly owned and occupied building as prohibited by the local government (MCA 45-8-351).

SB 357 in 2019 directed LR130 be placed on the ballot. LR 130, which became effective on January 1, 2021, limited local government's ability to prevent or regulate unpermitted concealed weapons to only an occupied building under its jurisdiction.

HB 102, passed in the 2021 session and fully effective as of June 1, 2021, further limited local governments' ability to restrict both concealed and permitted concealed weapons. The legislation generally allows unpermitted concealed carry to any person who is eligible to possess a firearm under state or federal law anywhere in the state, restricted local governments authority over permitted concealed weapons carriers, and provided limited exceptions to both.

HB 102 removed the existing list of people/places restricted from conceal carry and replaced with a new provision allowing persons with a permit to conceal carry anywhere in Montana except:

- detention facilities,
- federally owned buildings,
- school buildings,
- within a courtroom or an area of a courthouse in use by court personnel (by order of the judge), or
- on private property at the discretion of the owner or possessor (45- 8-328, MCA.)

Three limitations remain on unpermitted concealed carry:

1. A person must still undergo the federal background check and waiting period (45-8-330, MCA)
2. If the local government has restricted unpermitted concealed carry in publicly owned and occupied buildings within its jurisdiction, they cannot conceal carry in those facilities (45-8-351, MCA)
3. A person cannot conceal carry in portions of a building used for state or local government offices. State law still prohibits unpermitted concealed carry in those locations (45-8- 328(a), MCA)

As a result of the legislation (LR-130, which was effective January 1, 2021), local governments may no longer:

- Restrict any carrying of firearms at public assemblies
- Restrict any carrying of firearms at parks
- Restrict any carrying of firearms on school grounds
- Restrict any carrying of firearms in public buildings that are not publicly owned and occupied.
- Restrict permitted concealed carry of firearms in publicly owned and occupied buildings

Council held a public hearing on March 27, 2023, and approved first reading of the ordinance amending BMCC section 18-204.

STAKEHOLDERS

City staff, city council members, and all members of the public using city facilities.

ALTERNATIVES

City Council may:

- Approve;
- Amend; or,
- Not Approve

If Council does not approve the amendment, section 18-204 will not comport with state law regarding permitted concealed firearms.

FISCAL EFFECTS

There are no significant fiscal effects as a result of this amendment to city code.

SUMMARY

The City may restrict open carry and unpermitted concealed carry in publicly owned and occupied buildings within the City. The City may continue to restrict permitted concealed carry in certain areas of a public building or in courtrooms, detention facilities, etc.

Attachments

Ordinance - redlined
Ordinance amending 18-204 Clean Copy

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTION 18-204

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

Section 1. That Section 18-204 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

Sec. 18-204. Prohibiting weapons, firearms and explosives in city facilities ~~at city council proceedings~~.

~~*Statement of authority and purpose.*~~

~~Section 45-8-351, MCA authorizes cities to prevent and suppress the carrying of concealed or unconcealed weapons to public assemblies under its jurisdiction;~~

~~Section 45-8-328 (1) (a), MCA prohibits the carrying of concealed weapons with or without a permit in any building owned or leased by a local government;~~

~~Section 45-8-333, MCA prohibits the possession of explosives where such possession intimidates, terrifies or endangers another human being; and~~

~~The security of city council proceedings and the safety of its participants are of paramount concern.~~

~~(f)~~(a) *Definitions.*

(1) *City facility* is any city owned and occupied building or structure, and any building or structure leased and occupied by the city where a governmental function, public service, or public event is held. The use of a city owned or leased building or structure by employees or members of the public, even if for limited periods of time, is considered continual occupation of the building or structure. The term "city facility" includes the grounds immediately adjacent to city owned or leased buildings or structures, including pathways leading to entrances. "Building" shall have the meaning prescribed in MCA 50-60-101.

~~(1) *Council proceedings* means all regularly scheduled meetings of the Billings City Council, all specially-called meetings of the city council and all agenda meetings of the city council wherever such meetings may be held.~~

(2) *Destructive device* means:

a. An explosive or incendiary material or any other similar chemical substance including, but not limited to, that which is commonly known as tracer or incendiary ammunition, except trace ammunition manufactured for use in shotguns;

b. A bomb, grenade, explosive missile or similar device or a launching device therefore;

c. A weapon of a caliber greater than .60 caliber which fires fixed ammunition or any ammunition therefore, other than a shotgun or shotgun ammunition;

d. A rocket, rocket-propelled projectile or similar device of a diameter greater than .60 inch or a launching device therefore and a rocket, rocket-propelled projectile or a similar device containing an explosive or incendiary material or any other similar chemical substance other than the propellant for the device, except devices designed primarily for emergency or distress signaling purposes;

e. A breakable container which contains a flammable liquid with a flashpoint of one hundred fifty (150) degrees Fahrenheit or less and which has a wick or similar device capable of being ignited, other than a device which is commercially manufactured primarily for the purpose of illumination.

(3) *Firearm* means any weapon, ~~(~~including a starter gun~~)~~, which will or is designed to or may readily be converted to expel a projectile by the action of any explosive; the frame or receiver of any such weapon; or any firearm muffler or firearm silencer ~~or any destructive device~~. "Firearm" includes, but is not limited to, a pistol, revolver, rifle, shotgun or machine gun as defined by MCA 45-8-302.

(4) *Law enforcement personnel means:*

a. Any sworn peace officer of the City of Billings;

b. Any sworn peace officer of the State of Montana;

c. Any officer of the United States Government authorized to carry a concealed weapon;

d. Any member of the armed services or reserve forces of the United States or National Guard while in performance of their official duties;

e. A person summoned to the aid of any of the persons named in subsections a. through d.;

f. A probation and parole officer authorized to carry a firearm by the Montana Department of Corrections;

g. An agent of the Montana Department of Justice or a criminal investigator in a county attorney's office;

h. A person authorized by the Billings chief of police to carry or possess an unconcealed weapon on city property.

(5) *Other Weapon* means a knife with a blade four or more inches long, dirk, dagger, ~~pistol, revolver, rifle, shotgun, firearm,~~ slingshot, sword, cane, billy, ~~knuckles made of any metal or hard substance,~~ straight razor (not including a safety razor), throwing star, nun-chuks, brass or metal knuckles, or other deadly weapon or destructive device.

(b~~c~~) *Prohibition of ~~weapons,~~ firearms, other weapons, and destructive devices at city ~~council meetings~~facilities*. The open carry of a firearm or ~~carrying or~~ possession of an unpermitted concealed firearm by any person in a city facility is prohibited. The open or concealed carry of other weapons and destructive devices by any person in a city facility is prohibited. A person with a valid permit to carry a concealed firearm issued pursuant to MCA 45-8-321, or MCA 45-8-329, is prohibited from carrying a concealed firearm in restricted areas of a city facility as set forth in MCA 45-8-356, which includes a courtroom or other area used by court personnel pursuant to a court order, secure areas of a law enforcement facility owned and operated by the city, and areas at or beyond a security screening checkpoint regulated by the transportation security administration in a publicly owned, commercial airport.~~, firearms or destructive devices at Billings city council proceedings by any person except law enforcement personnel is prohibited.~~

(c~~d~~) ~~*Signing*~~*Signage*. Suitable signs giving notice that weapons, firearms and destructive devices are prohibited at city ~~council proceedings~~facilities will be posted in appropriate areas.

(d) *Screening.* Screening for firearms and other weapons at city facilities is permissible. The city administrator may determine the circumstances and locations where screening is required and may establish standards for such screening. The city may, in the discretion of its employees or officials acting within their official capacity, deny entrance into a city facility to a person who violates this Article. The city may require a person to present

proof of a valid permit to carry a concealed firearm in a city facility. Refusing to provide a city employee or official proof of a valid permit to carry a concealed firearm is the basis for denial of entry to the city facility.

(e) *Exceptions.* The provisions of subsection (b) do not apply to law enforcement personnel defined in subsection (a)(5).

(f) *Penalties*. A ~~person convicted of carrying or possessing weapons, firearms or destructive devices at city council proceedings~~violation of a prohibition of this Article shall be fined not to exceed five hundred dollars ($500.00) or by imprisonment not to exceed six (6) months or both.

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 _____ day of _____, 2023.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTION 18-204

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

Section 1. That Section 18-204 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

Sec. 18-204. Prohibiting weapons, firearms and explosives in city facilities.

(a) *Definitions.*

(1) *City facility* is any city owned and occupied building or structure, and any building or structure leased and occupied by the city where a governmental function, public service, or public event is held. The use of a city owned or leased building or structure by employees or members of the public, even if for limited periods of time, is considered continual occupation of the building or structure. The term "city facility" includes the grounds immediately adjacent to city owned or leased buildings or structures, including pathways leading to entrances. "Building" shall have the meaning prescribed in MCA 50-60-101.

(2) *Destructive device* means:

a. An explosive or incendiary material or any other similar chemical substance including, but not limited to, that which is commonly known as tracer or incendiary ammunition, except trace ammunition manufactured for use in shotguns;

b. A bomb, grenade, explosive missile or similar device or a launching device therefore;

c. A weapon of a caliber greater than .60 caliber which fires fixed ammunition or any ammunition therefore, other than a shotgun or shotgun ammunition;

d. A rocket, rocket-propelled projectile or similar device of a diameter greater than .60 inch or a launching device therefore and a rocket, rocket-propelled projectile or a similar device containing an explosive or incendiary material or any other similar chemical

substance other than the propellant for the device, except devices designed primarily for emergency or distress signaling purposes;

e. A breakable container which contains a flammable liquid with a flashpoint of one hundred fifty (150) degrees Fahrenheit or less and which has a wick or similar device capable of being ignited, other than a device which is commercially manufactured primarily for the purpose of illumination.

(3) *Firearm* means any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of any explosive; the frame or receiver of any such weapon; or any firearm muffler or firearm silencer. “Firearm” includes, but is not limited to, a pistol, revolver, rifle, shotgun or machine gun as defined by MCA 45-8-302.

(4) *Law enforcement personnel means:*

a. Any sworn peace officer of the City of Billings;

b. Any sworn peace officer of the State of Montana;

c. Any officer of the United States Government authorized to carry a concealed weapon;

d. Any member of the armed services or reserve forces of the United States or National Guard while in performance of their official duties;

e. A person summoned to the aid of any of the persons named in subsections a. through d.;

f. A probation and parole officer authorized to carry a firearm by the Montana Department of Corrections;

g. An agent of the Montana Department of Justice or a criminal investigator in a county attorney's office;

h. A person authorized by the Billings chief of police to carry or possess an unconcealed weapon on city property.

(5) *Other Weapon* means a knife with a blade four or more inches long, dirk, dagger, slingshot, sword, cane, billy, straight razor (not including a safety razor), throwing star, nun-chuks, brass or metal knuckles, or other deadly weapon or destructive device.

(b) *Prohibition of firearms, other weapons, and destructive devices at city facilities*. The open carry of a firearm or possession of an unpermitted concealed firearm by any person in a city facility is prohibited. The open or concealed carry of other weapons and destructive devices by any person in a city facility is prohibited. A person with a valid permit to carry a concealed firearm issued pursuant to MCA 45-8-321, or MCA 45-8-329, is prohibited from carrying a concealed firearm in restricted areas of a city facility as set forth in MCA 45-8-356, which includes a courtroom or other area used by court personnel pursuant to a court order, secure areas of a law enforcement facility owned and operated by the city, and areas at or beyond a security screening checkpoint regulated by the transportation security administration in a publicly owned, commercial airport.

(c) *Signage*. Suitable signs giving notice that weapons, firearms and destructive devices are prohibited at city facilities will be posted in appropriate areas.

(d) *Screening.* Screening for firearms and other weapons at city facilities is permissible. The city administrator may determine the circumstances and locations where screening is required and may establish standards for such screening. The city may, in the discretion of its employees or officials acting within their official capacity, deny entrance into a city facility to a person who violates this Article. The city may require a person to present proof of a valid permit to carry a concealed firearm in a city facility. Refusing to provide a city employee or official proof of a valid permit to carry a concealed firearm is the basis for denial of entry to the city facility.

(e) *Exceptions.* The provisions of subsection (b) do not apply to law enforcement personnel defined in subsection (a)(5).

(f) *Penalties*. A violation of a prohibition of this Article shall be fined not to exceed five hundred dollars ($500.00) or by imprisonment not to exceed six (6) months or both.

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 _____ day of _____, 2023.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2023.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	04/10/2023
Title:	Zone Change 1022 - 630 Logan Lane - NO to NMU - 2nd reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1022. The City Council conducted a public hearing on 1st reading on March 27, 2023, and approved the zone change. A second reading is required to approve the zone change.

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

This is a zone change request for property at 630 Logan Lane that is currently zoned Neighborhood Office (NO). The proposed zoning is Neighborhood Mixed Use (NMU), a zoning intended to provide another level of services within neighborhoods or along corridors within neighborhoods. Logan Lane is a small east/west connecting street between Main Street, a large commercial corridor, and Bench Boulevard, a smaller mixed use corridor. A range of uses can occur along a connecting corridor including offices, small service businesses and all types of residential housing from single family to multifamily. The purpose of this zone change is to allow the structures on the property to be converted for use by the Billings Islamic Center, a new owner of the property. Religious assembly uses are not allowed by right in the NO zone district, but are allowed in the NMU district.

The previous zoning along this connecting corridor was Highway Commercial from Main Street to the BBWA lateral drain ditch that crosses Logan Lane about 850 feet to the east. The zoning changed at this point to Residential 6,000 (R-60) and continued to the east with the intersection with Bench Boulevard. The previous zone of Highway Commercial (HC) allowed a wide variety of sometimes incompatible uses such as lumberyards, single family homes and multifamily apartments. While some locations with this zoning stayed relatively compatible, others did not. When the city and county embarked on updating the zoning code and districts in 2017, the intent was to "right-zone" developed property to encourage more predictable and compatible uses moving forward. Some of the most challenging areas for updating zone districts included these connecting corridors where both the city and county made zoning decisions that appeared to create uniformity, but did not. There are two single family homes to the west of the subject property - closer to Main Street. These two homes sit just west of the Cono-mart gas station and convenience store at the corner of Logan Ln and Main Street and just north of the Franz Bakery Outlet on Main Street. Directly to the east is a heavy commercial zone where an industrial generator sales and service provider is located. Just east of this business are two more single family homes then an office building at 718 Logan Lane, owned by a ranch from Custer MT. East of the ditch crossing, the area becomes more residential and compatible with adjacent uses. The zone district update reflects the existing developed uses on the west end of Logan Lane so this lot, and the other lots developed for single family uses, were zoned Neighborhood Office, and not Heavy Commercial (CX), the corollary zone district to Highway Commercial. In addition, the Four Season Shopping Center on the north side of Logan Lane was updated to Corridor Mixed Use 2 (CMU2), to reflect the actual development and uses on the property.

The property was converted several decades ago in 1972, from a residential dwelling to a service business - Downer's TV. The business thrived for several decades but was eventually replaced with other service oriented businesses such as Talktronics and more recently, Prestige Construction. The Islamic Center purchased the property in August 2022 from an investment company in Missoula, Canyon Creek Investments.

The south side of Logan Lane is still built to a county road section standard without curbs, gutters or sidewalks. The north side of Logan Lane next the Four Seasons Shopping Center has done city level street improvements over the years to include all "complete street" improvements including a sidewalk, curbs, and gutters. The remaining sections of Logan Lane are still 24 feet of pavement, with gravel edges. The Logan Lane right of way west of the ditch crossing is 53.5 feet in width with about 30 feet of pavement width to accommodate two westbound lanes on the north side and one eastbound lane on the south side. East of the ditch crossing the right of way width decreases to about 37 feet and about 18 to 20 feet of pavement with gravel shoulders on both sides. No traffic counts have been done on Logan Lane, but it serves as the only signalized entry point to the Four Seasons Shopping Center. All the remaining entries and exits to the shopping center are not signalized. It is likely traffic exiting the shopping center and heading south on Main Street would use the signalized intersection. Main Street at this location is seven lanes wide and carries about

25,000 vehicle trips per day. Entering or crossing this many lanes of traffic with this volume and speed is safer at a signalized intersection.

The new owners would like to establish a place for residents and visitors of the Islamic faith to gather for prayer, religious services, as well as community and social gatherings. The owners intend to renovate and improve the property over time but do not have plans to demolish any structures. In general, our zoning code allows all types of assembly uses, religious or not, in most commercial zone districts. The NO district is our lowest intensity commercial district and is intended mostly for professional offices and for residential uses. The NMU zone, the next step in the zone district assembly, is intended for a wider variety of commercial uses including services that go beyond the typical work day of 9 am to 5 pm and can include restaurants, craftsman such as jewelers and tailors as well as retail and assembly spaces such as schools, and places for religious worship. While religious assembly uses are allowed by special review approval in all other districts, the applicants prefer to have an allowed use and the correct zoning for the proposed use.

The applicant conducted the required pre-application neighborhood meeting and Planning staff has reviewed the submitted materials for the zone change application. Planning staff is recommending approval based on the proposed findings of the 10 review criteria for zone changes. The proposed zoning will fit in with the adjacent uses and zoning districts surrounding the property. A re-use of the existing structure for a place of worship and community gathering will enhance the existing community fabric in this area. The ease of access to and from Main Street as well as a second connection to the east (Bench Blvd) should alleviate any traffic concerns. Property improvements including better maintenance of the buildings and grounds will improve the area as well. The use will not have any impact on schools, water or sewer services or public safety services.

STAKEHOLDERS

Planning staff notified the surrounding owners, published a legal ad and posted the property as required by the zoning regulations. Planning staff has not received any correspondence on the proposed zone change from surrounding owners.

The Zoning Commission conducted a public hearing on March 7, 2023, and received the staff recommendation of approval and the proposed findings of the 10 review criteria. The applicant and agent provided testimony in favor of the zone change. Jonah Sullivan of 2927 Monty's Circle spoke in favor of the application. The agent for the Billings Islamic Center, Ala' Abdel Ghafour of 1272 Grubstake Circle spoke in favor of the application. Mr. Ghafour stated this will be the first space for the Islamic community but as the congregation grows they may move to another location. He stated having a center like this one will help keep professionals such as doctors and engineers who are of the Islamic faith in Billings. He stated many now move on after a few years because there is no place for community worship and celebration. Zoning Commission member Dave Goss asked about the special review requirement for religious assembly in the existing zone. Staff provided clarification on the requirement and stated the owner preferred to pursue a zone change to a district that allows the use.

Zoning Commission member Trina White made a motion to recommend approval and adoption of the 10 review criteria. The motion was seconded by Zoning Commission member Dan Brooks, and the motion was approved on a 5 to 0 vote.

The City Council conducted a public hearing on 1st reading on March 27, 2023. The City Council asked the following questions of staff and the applicant: Provisions for off-street parking or site improvements. Staff explained when applications are filed to change the use of a structure or to make building or site improvements, city staff will work with the owner to evaluate parking requirements. A zone change does not trigger the requirement to evaluate parking. The owner may negotiate with adjacent owners such as the Four Season's Shopping Center to allow access to excess parking spaces when needed (a parking agreement). The applicant stated the Friday services and gatherings are usually attended by 10 to 12 people and on site parking can accommodate this number of people. The public hearing was closed. Council member Owen made a motion to approve the zone change and adopt the findings of the 10 review criteria as recommended by the Zoning Commission. The motion was seconded by Council member Shaw seconded the motion. The motion was approved on a 10-0 in a unanimous vote from all present members.

Between the first reading and second reading, and the time of this report, one email from owners of a neighboring property was provided to City Council citing concerns related to parking. The email is attached to this report.

ALTERNATIVES

The City Council may take one of the following second reading actions:

- Approve the zone change and adopt the findings of the ten review criteria for Zone Change 1022; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 1022; or,

- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or a withdrawal of the application at this time.

FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY

Prior to any action on the requested zone change, the City Council shall consider the following recommended findings of the 10 review criteria:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:
Essential Investments (relating public and private expenditures to public values)

- Infill development and development near existing City infrastructure may be the most cost-effective
- Neighborhoods that are safe and attractive and provide essential services are much desired

Mobility and Access (transportation choices in places where goods and services are accessible to all)

- Connecting people to places with transportation choices is vital to the well-being of Billings' residents, businesses and visitors
- Development oriented to transit routes will provide more transportation choices and is preferred

Prosperity (promoting equal opportunity and economic advancement)

- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

The proposed zoning would allow an existing commercial property to be converted to a place of worship for people of the Islamic faith who either live in Billings or are visiting Billings. There are no other locations in Billings that serve as a place of prayer or worship for the Islamic community. The proposed zone aligns with allowed continued light commercial development along the south side of Logan Lane west of the ditch crossing. The NMU district allows neighborhood services, assembly uses and the proposed project will refresh the existing buildings, improving the aesthetic of the property and the south side of Logan Lane.

The proposed zoning is also supported by the Billings Heights Neighborhood Plan that indicated the area between the parallel streets of Main Street and Bench Boulevard would be areas where mixed uses and higher density housing might develop. A gradual and incremental change from residential uses to mixed uses is desirable.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to 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 are promoted by the proposed zoning. This is not a unique to the NMU zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-400-4 in the NMU district promote the minimum standards to ensure public healthy and safety and promote general welfare. Public health and public safety will be promoted by the proposed zone change. The proposed NMU zoning would allow the owner to ensure future development is not intrusive to neighboring property, and still allow compatible uses with the adjacent zoning. Upgrading an older commercial structure for a place of community assembly and religious worship will be beneficial for general health and welfare of the district.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning will have no appreciable effect on the adjacent transportation network. During religious holidays or events there may be a need to secure additional parking from nearby neighbors, but these are ephemeral events.
Water and Sewer: The City provides water and sewer to the property. The Public Works Department which includes city utilities voiced no concerns.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed

development does not include residential uses, therefore, additional students due to this zone change would not be anticipated.
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?
Similar to criteria 2 and 3, the proposed NMU zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant therefore any new structure will be required to meet the standards required by Section 27-400-4.

6. Will the new zoning effect motorized and non-motorized transportation?
The existing property does not have city-level street front improvements. The city may require these improvements in the future through a special improvement district, but traffic volume is very low on this street. The existing street can handle any small increase in traffic volume. The new zoning designation itself should not have any measurable effect on the transportation system.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Property east of the subject parcel is zoned CX - Heavy Commercial. The Four Seasons Shopping Center to the north is zoned CMU2 and the property to the south is zoned CMU1 (Franz Bakery Outlet). The two single family homes to the west are zoned NO. The zoning does promote compatible urban growth.

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. The proposed zoning will allow a religious assembly and neighborhood services on a small connecting street close to a signalized intersection on Main Street, a major commercial corridor. The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Property east of the subject parcel is zoned CX - Heavy Commercial. The Four Seasons Shopping Center to the north is zoned CMU2 and the property to the south is zoned CMU1 (Franz Bakery Outlet). The two single family homes to the west are zoned NO. The property is suitable for the proposed use and will fit in with the character of the surrounding districts.

9. Will the new zoning conserve the value of buildings?
The new zoning is not expected to alter the value of any buildings in the area. Any re-development or remodeling of the property will need to meet the site development requirements for proportionate compliance with zoning standards (if any), including landscaping, screening, building heights and setbacks.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the re-use of the property in a mixed use area and will encourage the most appropriate use of land in the district. Supporting local religious communities is beneficial to the economic growth and social/neighborhood fabric for the City of Billings.

Attachments

Zoning Map and Site Photos
Application Letter and Preapplication notes
Chart of Zoning History
ZC 1022 Ordinance
Email comment on ZC 1022

City Zone Change 1022 – 630 Logan Lane
Zoning Map and Site Photos





Subject Property



Subject Property view south from Logan Lane



View west along Logan Lane



View east along Logan Lane



View north east across Logan Lane



View north across Logan Lane – Four Seasons Shopping Center



View north west across Logan Lane



View north across Logan Lane to Four Seasons Shopping Center

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #** 1022 **- Project #** PZX-22-00270

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: Neighborhood Office (NO)

Proposed Zoning: Neighborhood Mixed Use (NMU)

TAX ID# C01111 CITY ELECTION WARD 2

Legal Description of Property: C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND

Address or General Location (If unknown, contact City Engineering): 630 Logan Lane

Size of Parcel (Area & Dimensions): 7477 Sq. Ft.

Present Land-Use: Billings Islamic Center

Proposed Land-Use: Same with conforming zoning

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): Billings Islamic Center
(Recorded Owner)
630 Logan Lane Billings MT 59105
(Address)
406.698.3014 ala.zaki@elite-act.com
(Phone Number) (email)

Agent(s): Ala' Abdel Ghafour
(Name)
1272 Grubstake Circle Billings MT 59105
(Address)
406.698.3014 ala.zaki@Elite-act.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: Ala' Abdel Ghafour Date: 1/19/2023
(Recorded Owner)

Date Stamp

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

Consistent with the adopted Growth Policy of the City of Billings, the proposed Billings Islamic Center (BIC) contributes greatly to the community fabric of the Billings community while encouraging economic prosperity. As the only established place of worship for members of the Islamic community in the Lower Yellowstone Valley region, the BIC will greatly enhance the religious diversity of Billings and surrounding communities. This diversity will in turn provide religious community for countless university students, as well as professionals in the medical, petroleum engineering, and other highly skilled industries who currently routinely find themselves without a place of worship while attempting to live and work in Billings.

Further, the BIC will provide an opportunity for the City of Billings to continue to act as a beacon of interfaith acceptance and inclusiveness. In keeping with the social traditions of the Billings community which spawned the Not In Our Town movement, residents of Billings will have opportunities to come together with the Islamic community to socialize, celebrate, and partake of the rich cultural and religious history of Islam as it exists in other countries across the globe.

B. How the site is adequate in size and location to accommodate the proposed use while still meeting all of the zone district requirements such as landscaping and parking:

The proposed site includes four structures. The foremost, main structure will provide a place for meeting, studying, and socializing for up to 20 people. Additionally, the rearward 'garage' structure, once renovated for the BIC's uses, will provide space for several dozen worshipers to come together in prayer, or for the same numbers of attendees to participate in feasts and other communal activities. The other two structures on the property can serve as places for storage, freeing the other two structures for flexible use in the manner described above.

The grounds will be updated to also enable people to come together outside for barbecues or other gatherings. While landscaping was somewhat neglected by the previous owners, the BIC's pride of place ensures that the outdoor spaces set aside for congregating as a community will be made both comfortable and visually appealing.

The BIC currently estimates that 12-15 vehicles can park onsite while still providing for the other uses described herein. Adjacent businesses can be engaged to provide overflow parking for holidays or other special occasions requiring more parking space.

C. How the proposed use is compatible with nearby uses, and how the applicant intends to mitigate any potential impacts?

Nearby Main Street is one of Billings' main arteries. Many other religious facilities in the Billings Heights enjoy approximately similar ease of access, and the BIC is excited to be included among such estimable company.

Potential impacts include parking difficulties, particularly around the time of major festivals among the Islamic community. There exist nearby several parking places which are routinely unused, and for which arrangements may be made to ensure BIC attendees can park safely, and without disrupting traffic in the surrounding neighborhood.

There will be no onsite activities which would violate noise ordinances or other nuisances attributable to the number of people in attendance.

D. How the proposed use will not impede the normal improvement of surrounding property.

The BIC is committed first to be good neighbors in our interactions with the Billings community. We will make no additions, and will not otherwise modify our property in any manner which infringes on the rights of surrounding property owners to modify their own lawful property in any approved way.

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:** Neighborhood Office (NO)

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

   Neighborhood Mixed Use (NMU)

3. **Subject Property Map**: please attach to this form completed

4. **Legal Description of Property**:

   C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

   Heights Comm Development - Frank Ewalt

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form Please provide

7. **A copy of the meeting notice.** please attach to this form

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form

9. **The undersigned affirm the following:**

   1) The pre-application neighborhood meeting was held on the 29, day of August, 2022

   2) The zone change application is based on materials presented at the meeting.

Owner (s): Billings Islamic Center Telephone: 406.698.3014

Address: 630 Logan Lane Email: Ala.Zaki@elite-act.com

Billings, MT 59105

Agent (s): Ala' Abdel-Ghafour / President Telephone: 406.698.3014

Address: 1272 Grubstake Circle Email: ala.zaki@Elite-Act.com

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BILLINGS
ISLAMIC CENTER

August 29, 2022

Dear Neighbor,

On behalf of the Billings Islamic community and the Billings Islamic Center, we would like to invite you to a zoning pre-application neighborhood meeting scheduled for Thursday, September 8 at 6:00 pm. The meeting will be held at 630 Logan Lane.

The full legal description is:
S22, T01 N, R26 E, C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND

The purpose of the meeting will be to discuss a proposed change from the current zoning of Neighborhood Office (NO) to Neighborhood Mixed Use (NMU) to allow us to host our non-profit, faith-based organization on the property.
The Board of Directors of Billings Islamic Center and representatives of the Islamic community in Billings will be present at the meeting to answer any questions you may have.
We look forward to meeting you and visiting with you.

Sincerely,

DocuSigned by:
Ala' Abdel Ghafour
085EBC133C8446F...

Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS: 9/08/22-Written by Marguerite Feliz/Marguerite Feliz

I have been acquainted with Imam Adam Mallak for about 20 years. He actively supports those of us who have a different faith, and has supported interfaith events. I also know members of his family and many from the Islamic community. Some of them came to study at MSU and returned to their home country. I was privileged to get to know them! The intent of a Muslim faith Center, to allow Muslim believers a place to worship and support one another, is necessary.

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Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:
I attended the open house for the new Islamic Center and am so happy the Muslim community will have a place to worship. I more than welcome them to our neighborhood

Dr. Cindy Dell

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COMMENTS:
I am a Professor at MSU Billings and I have had Pakistani international students who were muslim + had nowhere to practice their faith. The university is embracing a more diverse population + this would add much to the community

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COMMENTS:
As a pastor of the Family Church on S. 29th, we welcome the physical presence of the Billings Islamic Center. I have personally fellowshipped with their community and believe they will be a wonderful addition to the Billings Heights.
Paul DiLorenzo (406) 591-1921

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(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS: As a neighbor and, on behalf of the Billings Montana Interfaith Network, Billings Sanctuary Rising and Billings First Congregational church we heartily support the Billings Islamic Center and Community to the neighborhood at 630 Logan Drive in Billings. The Billings Islamic Center enhances the Billings community by their presence, their sense of community and the manifestation of their faith. It is

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Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Laḅaran Musah and Abdul Raheem)

Tim & Gladys Weetman
406-671-5450 & 406-671-3451

COMMENTS:

Welcome to the neighborhood!
We wish you success in your endeavors. The only concern we have would be the shortage of parking on your lot.
Our lot next door @ 636 Logan is large, but is currently leased to H M Cragg, based in Enida, MN. We own the lot, but any permissions for use would need to come from them.
One warning - a very noxious weed 'goatheads' has spread on both our lots & must be controlled!

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085EBC133C8446F...

Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:

After visiting with several members of the Islamic group, I was impressed with their commitment to establish a Center. They convied the idea that they want to be good neighbors.

I don't know a lot about the Islamic religion or their culture. I wish them the best on their endevor

Robert Popelka

DocuSign Envelope ID: 78DC719D-9C1F-474C-8E2C-A313FEAFF944

BILLINGS
ISLAMIC CENTER

August 29, 2022

Dear Neighbor,

On behalf of the Billings Islamic community and the Billings Islamic Center, we would like to invite you to a zoning pre-application neighborhood meeting scheduled for Thursday, September 8 at 6:00 pm. The meeting will be held at 630 Logan Lane.

The full legal description is:
S22, T01 N, R26 E, C.O.S. 169, PARCEL D, (LESS 5 FT STRIP) LOCATED IN LT 17 LOGAN SUBD 2ND

The purpose of the meeting will be to discuss a proposed change from the current zoning of Neighborhood Office (NO) to Neighborhood Mixed Use (NMU) to allow us to host our non-profit, faith-based organization on the property.
The Board of Directors of Billings Islamic Center and representatives of the Islamic community in Billings will be present at the meeting to answer any questions you may have.
We look forward to meeting you and visiting with you.

Sincerely,

DocuSigned by:
Ala' Abdel Ghafour
085EBC133C8446F...

Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS: We are happy to welcome the Muslim community in Billings. We know many great people and be friend and like family. Should Billings Welcome Worship God. Together. God Blesses Billings for Inter-faith community.

Yusako Martin

DocuSign Envelope ID: 78DC719D-9C1F-474C-8E2C-A313FEAFF944

BILLINGS
ISLAMIC CENTER

August 29, 2022

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DocuSigned by:
Ala' Abdel Ghafour
085EBC133C8446F...

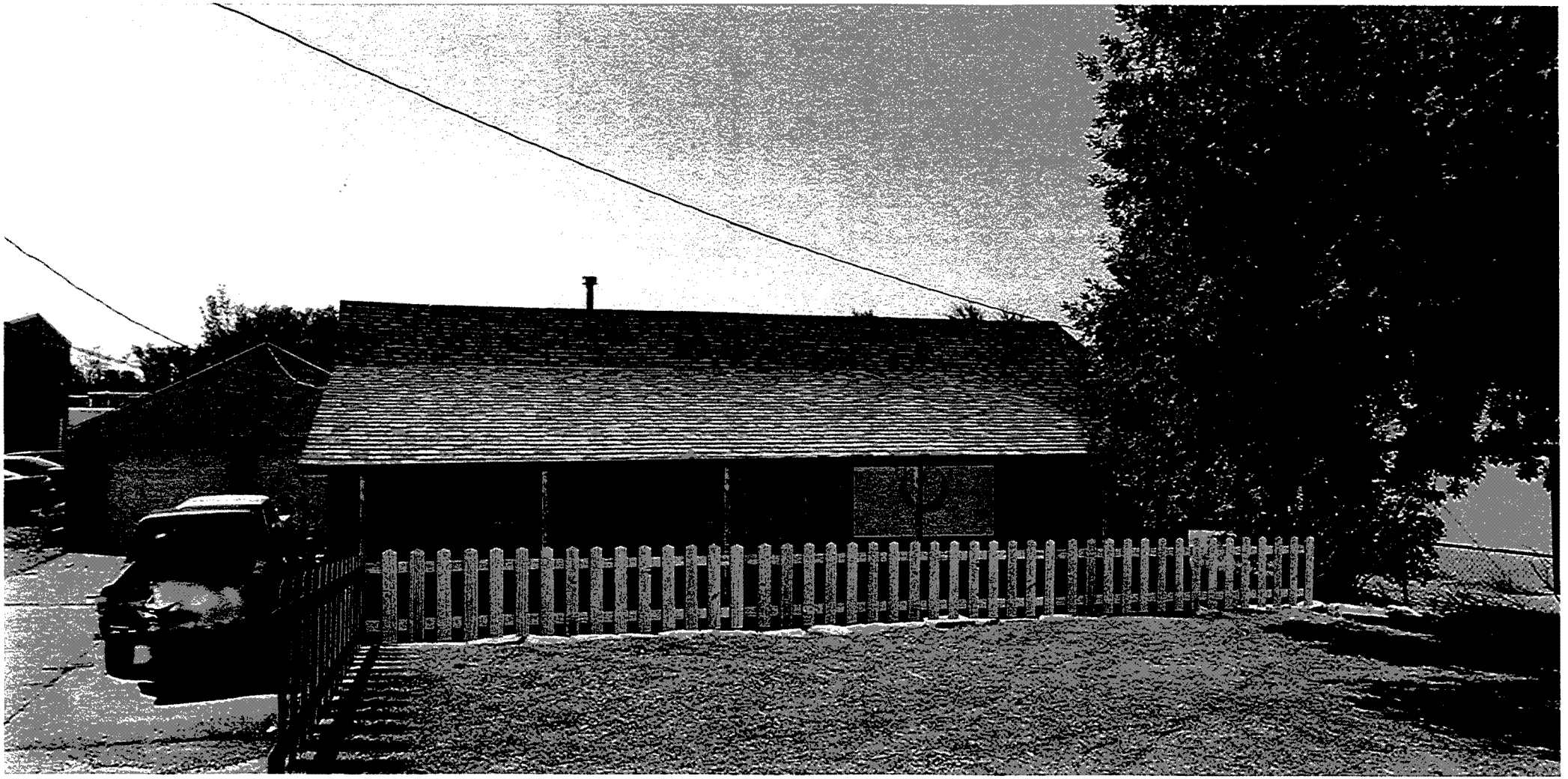
Ala' Abdel-Ghafour, President

cc: BIC Board of Directors

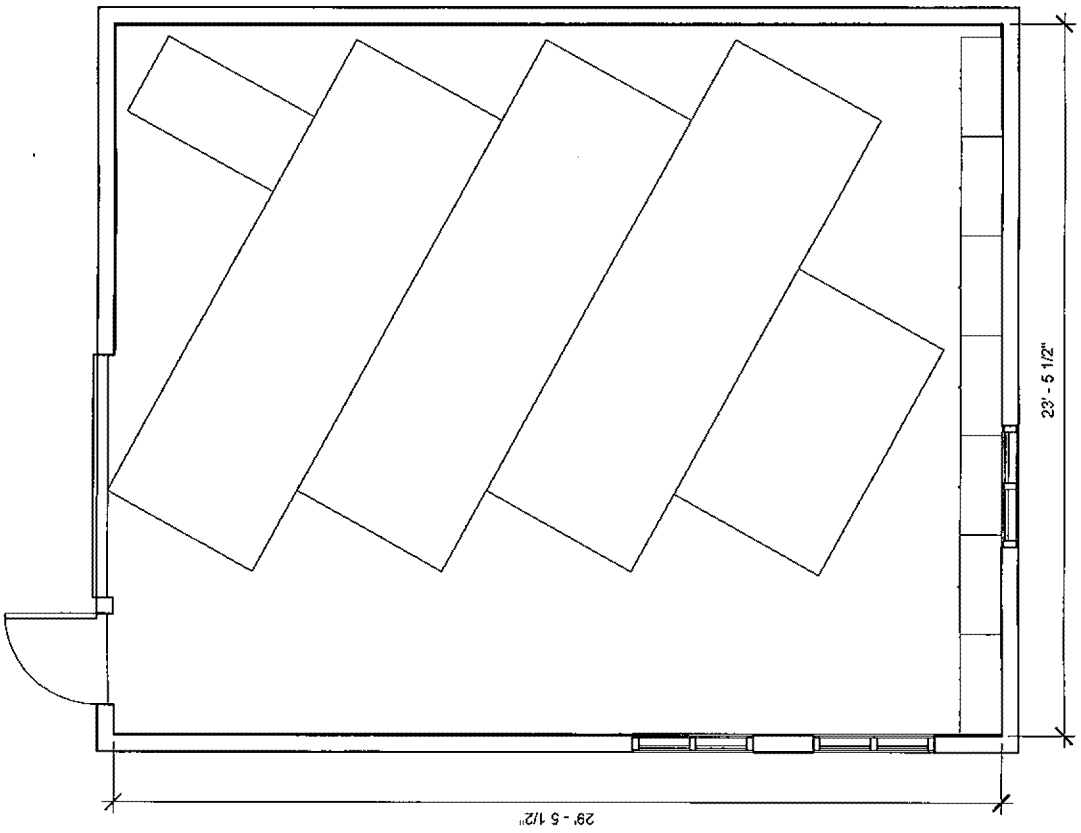
(Jonah Sullivan, Ambrin Masood, Adam Mallak, Qasim Khan, Muhammad Munawer Qureshi, Labaran Musah and Abdul Raheem)

COMMENTS:
- I fully support the establishment of a Billings Islamic Center. It will add cultural and faith diversity to our city.
The Islamic Faith Center supports prayer as well as family values and is a place for our brothers and sisters in faith to worship.

Sincerely,
Ashid Woods






23' - 5 1/2"
29' - 5 1/2"

City Zone Change 1022 – 630 Logan Lane
Chart of Zoning History

SUBJECT PROPERTY	Application	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
630 Logan Lane	NA				
SURROUNDING PROPERTY	**Application**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
636 Logan Lane	County ZC 30	12/1974	R-60 to HC	Y	
1327 Main St	County ZC 68	11/1975	R-60 to HC	Y	Four Seasons Shopping Center
1005 Main St	City ZC 275	11/1979	RMH to HC	Y	Now CX
1001 Main St	City ZC 905	12/2012	RMH to HC	Y	Now CX
1005 Main St	City ZC 910	8/2013	RMH to HC	Y	Now CX
429 Josephine Dr	County ZC 203	9/1978	RMF to CC	Y	Now CX & RMH
430 Josephine Dr	City ZC 490	11/1985	RMF to CC	No	
430 Josephine Dr	City ZC 967	8/2018	RMF to CC	Yes	Now CMU1
491 Hilltop and 811-819 Lake Elmo Dr	City ZC 622	9/1997	RMF to CC	Y	Now CMU1 & NX2
527 Lake Elmo Drive	City ZC 1013	6/2022	N2 to NMU	Y	New office space In existing home

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON C/S 169, Parcel D (less 5-foot strip) located in Lot 17 of Logan Subdivision, BE AMENDED

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

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** **C/S 169, Parcel D (less 5-foot strip) located in Lot 17 of Logan Subdivision**, is presently zoned **Neighborhood Office (NO)** 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 **C/S 169, Parcel D (less 5-foot strip) located in Lot 17 of Logan Subdivision,** is hereby changed from **Neighborhood Office (NO)** to **Neighborhood Mixed Use (NMU)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **Neighborhood Mixed Use (NMU)** 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 27th day of March, 2023.

PASSED, ADOPTED and APPROVED on second reading this 10th day of April, 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1022 - 630 Logan Lane

From: Cole, Bill
To: Cromwell, Nicole; Friday, Wyeth
Subject: FW: [EXTERNAL] zoning decision at tomorrow night"s meeting
Date: Monday, March 27, 2023 10:38:04 PM

WILLIAM A. COLE, Mayor
City of Billings, Montana
coleb@billingsmt.gov

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Gladys Wittman <gladyswittman@gmail.com>
Date: 3/27/23 7:38 PM (GMT-07:00)
To: Council <council@billingsmt.gov>
Subject: [EXTERNAL] zoning decision at tomorrow night's meeting

Good evening, all.
It is our understanding that there will be discussion on the agenda at tomorrow night's meeting regarding a zoning change request by The Billings Islamic Center for property located at 630 Logan Lane (Billings Heights). This building is currently zoned as a NO (Neighborhood Office) and the request is to rezone it to NMU (Neighborhood Mixed Use). TWE Wittman Properties, LLC (owned by myself and my husband) currently owns the property (636 and 640 Logan Lane) adjacent to this lot, so the impact of this zoning change affects us considerably. We have visited with the individuals wishing to establish a community gathering place and found them approachable and friendly. In discussing their plans for the current buildings, we believe that they would improve the property, which hopefully would also increase local property values.
Our primary concern with the proposed zoning change is the lack of parking room. At most, there is room for 3-4 vehicles in front of the building at 630 Logan. Our adjacent property is currently leased to TWEnterprises, Inc and the parking lot there would NOT be available to the Islamic Center. We did note that fact in our discussion with them, so hopefully they have come up with alternative parking for congregational meetings during the week, evenings and weekends. We were out of town on March 7 when the City Zoning Commission met for initial discussions on this matter, but hope to be present as observers tomorrow night. There is a parking lot across the street (north of Logan) which is generally reserved for members of Planet Fitness. Employees of TWEnterprises have not been allowed to park there when their own parking lot was full, so unless express permission has been given for Islamic members to park there, parking would be limited to 'on the street'.
As discussion takes place, we would appreciate this concern being brought up without us being identified, to prevent misunderstanding re: our motives. Again, we believe the representatives we have met to be upstanding and helpful community members. Our only concern is to prevent future issues with parking as their congregation grows and thrives.
Respectfully,
Gladys Wittman,

TWE Wittman Properties, LLC.

City Council Regular

Date:	04/10/2023
Title:	Payment of Claims for week of March 6, 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 $744,996.28 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 03062023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	ACH	A & I Distributors	Fleet	$ 696.43	3895670
03/06/2023	ACH	A & I Distributors	Fleet	$ 818.14	3895670
03/06/2023	ACH	A & I Distributors	Fleet	$ 145.62	3897788
03/06/2023	ACH	A & I Distributors	Fleet	$ 1,392.86	3897788
03/06/2023	ACH	A & I Distributors	Fleet	$ 818.13	3900390
03/06/2023	ACH	A & I Distributors	Fleet	$ 562.39	3900390
03/06/2023	ACH	A & I Distributors	Fleet	$ 40.07	3900390
03/06/2023	ACH	A & I Distributors	Fleet	$ 161.63	3900390
03/06/2023	ACH	A & I Distributors	Fleet	$ 16.12	3900940
03/06/2023	ACH	A & I Distributors	Fleet	$ 818.15	3902847
03/06/2023	ACH	A & I Distributors	Fleet	$ 1,392.86	3902847
03/06/2023	ACH	A & I Distributors	Public Safety	$ 162.08	3902846
03/06/2023	ACH	A & I Distributors	Solid Waste	$ 436.00	10/14Z SP HITEMP EP#2 - Lubricant. Landfill.
03/06/2023	ACH	A & I Distributors	Solid Waste	$ 369.36	Dolly/hand cart for 55 gal drums. Landfill.
03/06/2023	ACH	A & I Distributors	Solid Waste	$ 49.69	Steel Dolly. Landfill.
03/06/2023	ACH	A & I Distributors	Street/Traffic	$ 825.00	def tote for trucks
03/06/2023	ACH	A & I Distributors	Transit	$ 2.70	3900554. 5W-40 Engine Oil
03/06/2023	ACH	A & I Distributors	Transit	$ 3,400.44	3900554. 5W-40 Engine Oil
03/06/2023	ACH	A & I Distributors	Transit	$ 1,650.00	3902941. 2640 Qts Diesel Exhaust Fluid
03/06/2023	859693	Ace Electric	Light Maint	$ 3,550.00	service box repair at archie cochrane ford
03/06/2023	859695	Advance Pump & Equipt	Wastewater	$ 7,188.90	Pumps, WTP
03/06/2023	859696	Alfa Laval	Wastewater	$ 3,642.38	Feed Tube, WRF
03/06/2023	859699	Altitude Signal	Street/Traffic	$ 3,831.23	radio/antenna for signals per attached quote
03/06/2023	859704	Avery Dennison	Street/Traffic	$ 1,596.82	ink cartridges/sheeting for signs
03/06/2023	859704	Avery Dennison	Street/Traffic	$ 2,290.00	service call and repairs to sign machine
03/06/2023	859707	Big Ditch Company	Storm Sewer	$ 12,307.60	Stormwater Discharge for 2023: 232 Lots
03/06/2023	ACH	Burns & McDonnell Eng	Water	$ 63,618.36	WO 19-42 West End Water Treatment Plant Project; Payment 31
03/06/2023	859718	Cardinal Tracking	Parking	$ 7,231.05	130942_TickeTrak Standard System Annual Software
03/06/2023	859719	Century Link	Airport	$ 50.97	406-245-1044 Airport Terminal Power M
03/06/2023	859719	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
03/06/2023	859719	Century Link	Airport	$ 53.48	406-252-0721 Airport 1FB Line
03/06/2023	859719	Century Link	Airport	$ 83.24	406-252-9412 Airport
03/06/2023	859719	Century Link	Airport	$ 53.48	406-256-6014 Airport P9 Building
03/06/2023	859719	Century Link	Airport	$ 69.25	406-256-7070 Airport

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859719	Century Link	Airport	$ 38.27	Bill Date: Aug 16, 2021. QTA Phone
03/06/2023	859719	Century Link	Engineering	$ 139.71	406-259-7758 Measured Lines Depot 60/40
03/06/2023	859719	Century Link	EOC 911	$ 45.65	406-245-3107 911
03/06/2023	859719	Century Link	EOC 911	$ 45.65	406-245-3108 911
03/06/2023	859719	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
03/06/2023	859719	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
03/06/2023	859719	Century Link	EOC 911	$ 5,277.19	406-245-8527 9-1-1 Center
03/06/2023	859719	Century Link	Fleet	$ 51.48	406-256-5047 Motor Pool
03/06/2023	859719	Century Link	General	$ 41.62	406-652-0269 Cemetery FAX Line
03/06/2023	859719	Century Link	General	$ 62.89	406-652-8403 Stewart Park Batting Cages
03/06/2023	859719	Century Link	IT Resources	$ 50.97	406-245-4437 Kenco Security Alarm IT Alarm
03/06/2023	859719	Century Link	Library	$ 189.72	406-245-1579 Library 6 lines
03/06/2023	859719	Century Link	P.W. Admin	$ 93.14	406-259-7758 Measured Lines Depot 60/40
03/06/2023	859719	Century Link	Park Dist 1	$ 69.25	406-652-5507 Parks
03/06/2023	859719	Century Link	Park Dist 1	$ 50.97	406-657-3014 Parks 3890 Stillwater
03/06/2023	859719	Century Link	Parking	$ 41.62	406-252-2041 Park 2 Elevator Phone
03/06/2023	859719	Century Link	Parking	$ 50.97	406-657-3054 Park 1 Elevator Phone
03/06/2023	859719	Century Link	Phone System	$ 126.48	406-245-1579 Library 6 lines
03/06/2023	859719	Century Link	Phone System	$ 104.84	406-248-3329 Airport Measured Lines
03/06/2023	859719	Century Link	Phone System	$ 115.52	406-248-9124 Met Measured Lines
03/06/2023	859719	Century Link	Phone System	$ 112.32	406-252-3774 BOC Measured Lines
03/06/2023	859719	Century Link	Phone System	$ 163.29	406-657-3009 PUD Measured Lines
03/06/2023	859719	Century Link	Phone System	$ 2,595.97	406-657-8377 Main System Centrex
03/06/2023	859719	Century Link	Phone System	$ 52.42	406-657-8419 MET Fax
03/06/2023	859719	Century Link	Phone System	$ 48.66	Animal Control Fax
03/06/2023	859719	Century Link	Phone System	$ 50.97	Fire Alarm 406.657.3058
03/06/2023	859719	Century Link	Phone System	$ 50.97	Four Dances 406.657.3040
03/06/2023	859719	Century Link	Phone System	$ 52.95	Miller Building -406.252.3988
03/06/2023	859719	Century Link	Phone System	$ 50.97	Pioneer Park 406.657.8298
03/06/2023	859719	Century Link	Phone System	$ 52.42	Streets Fax 406.657.8338
03/06/2023	859719	Century Link	Planning	$ 50.97	406-656-9578 Planning Traffic Central Broadwater
03/06/2023	859719	Century Link	Planning	$ 50.97	406-656-9604 Planning Traffic Central 9th
03/06/2023	859719	Century Link	Public Safety	$ 52.42	406-245-1743 Fire Elevator
03/06/2023	859719	Century Link	Public Safety	$ 50.97	406-245-6600 Crime Prevention Alarm

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859719	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
03/06/2023	859719	Century Link	Public Safety	$ 118.28	406-373-3742 Fire RR Crossing Alarm
03/06/2023	859719	Century Link	Public Safety	$ 61.35	406-651-0282 Fire 5 911 Line
03/06/2023	859719	Century Link	Public Safety	$ 41.62	406-655-0728 Fire Maintenance Shop
03/06/2023	859719	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
03/06/2023	859719	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
03/06/2023	859719	Century Link	Solid Waste	$ 97.35	406-245-9820 Solid Waste Landfill
03/06/2023	859719	Century Link	Solid Waste	$ 193.91	SW Landfill
03/06/2023	859719	Century Link	Street/Traffic	$ 42.80	406-259-3298 PW Traffic 3728 McDougall
03/06/2023	859719	Century Link	Street/Traffic	$ 52.42	406-652-8104 PW Traffic Signal 24 Central
03/06/2023	859719	Century Link	Transit	$ -	406-254-7038 MET Transit
03/06/2023	859719	Century Link	Wastewater	$ 50.97	406-259-2328 PUD Sahara Sand Lift Station
03/06/2023	859719	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower
03/06/2023	859724	Community Solution	Court Grants	$ 7,719.00	23 Feb. CSI
03/06/2023	859724	Community Solution	Court Grants	$ 3,000.00	23 Feb. CSI Fees
03/06/2023	859727	Data Imaging System	Building	$ 4,992.26	paper building plans digitized
03/06/2023	859728	Dell Computer L P	Public Safety	$ 2,582.60	Qty. 2 Latitude 5530, i7, 8GB RAM, 512GB SSD laptops -SCBA -Fire
03/06/2023	859729	Desert Mt Corp	Street/Traffic	$ 5,097.11	ice slicer
03/06/2023	859729	Desert Mt Corp	Street/Traffic	$ 5,076.68	ice slicer
03/06/2023	859731	Downtown Blgs Partners	Tax Incrmnt N27	$ 3,000.00	CPTED Project through DBA - 30K budgeted for FY22
03/06/2023	859733	Eastern OR Com	Wastewater	$ 3,705.00	Radio Upgrade Project supplies
03/06/2023	859735	Empire Garage Owners	Parking	$ 8,699.59	2162023_City of Billings February Assessment
03/06/2023	ACH	Galles Filter Service	Fleet	$ 181.04	P1-17180.01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 24.58	P1-19955-03
03/06/2023	ACH	Galles Filter Service	Fleet	$ 44.87	P1-19955-03
03/06/2023	ACH	Galles Filter Service	Fleet	$ 28.81	P1-19955-03
03/06/2023	ACH	Galles Filter Service	Fleet	$ 6.94	P1-21165-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 38.39	P1-21165-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 35.44	P1-21165-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 11.35	P1-21249-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 11.02	P1-21249-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 26.18	P1-21249-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.59	P1-21249-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 13.98	P1-21249-01

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	ACH	Galles Filter Service	Fleet	$ 5.08	P1-21249-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 358.80	P1-21249-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 32.97	P1-21250-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 66.12	P1-21250-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 362.04	P1-21280-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.72	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.58	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 18.88	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 23.20	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 7.88	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 7.88	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 15.04	P1-21314-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 44.08	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 12.18	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 89.74	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 22.62	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 7.16	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 5.08	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 5.66	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 27.96	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 5.58	P1-21414-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 7.90	P1-21625-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 30.16	P1-21625-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.47	P1-21625-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.76	P1-21625-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 21.60	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 10.68	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.95	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 23.94	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 362.04	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 45.12	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 87.84	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Fleet	$ 3.80	P1-21715-01
03/06/2023	ACH	Galles Filter Service	Parking	$ 35.19	P1-21183.01

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	ACH	Galles Filter Service	Public Safety	$ 75.62	P1-21249.01
03/06/2023	ACH	Galles Filter Service	Solid Waste	$ 418.09	Outer Air Element
03/06/2023	ACH	Galles Filter Service	Solid Waste	$ 368.10	Outer Air Element
03/06/2023	ACH	Galles Filter Service	Water	$ 176.57	NONSTOCKING ITEMS-P.U.D.
03/06/2023	ACH	Galles Filter Service	Water	$ 122.37	NONSTOCKING ITEMS-P.U.D.
03/06/2023	ACH	Galles Filter Service	Water	$ 28.85	P1-21463.01
03/06/2023	859746	Grainger Parts	Fleet	$ 31.88	9602583545
03/06/2023	859746	Grainger Parts	Solid Waste	$ 1.40	9608091402
03/06/2023	859746	Grainger Parts	Solid Waste	$ 26.70	9611459232
03/06/2023	859746	Grainger Parts	Solid Waste	$ 9.91	9611459232
03/06/2023	859746	Grainger Parts	Solid Waste	$ 8.50	9611459232
03/06/2023	859746	Grainger Parts	Water	$ 219.18	DIN rail for various PLC's
03/06/2023	859746	Grainger Parts	Water	$ 1,150.80	EMRG Light , Water Plant Electrical
03/06/2023	859746	Grainger Parts	Water	$ 330.16	Filter Gallery Light Replacement
03/06/2023	859746	Grainger Parts	Water	$ 14.80	Filter Gallery Lights
03/06/2023	859746	Grainger Parts	Water	$ 1,733.34	Filter, Gallery Light Replacement
03/06/2023	859746	Grainger Parts	Water	$ 11.10	hand knob, through hole. water plant
03/06/2023	859746	Grainger Parts	Water	$ 117.88	Labels for Willett Control Panel Cabinet
03/06/2023	859746	Grainger Parts	Water	$ 1,587.60	Occupancy Sensor wall switch box, Water
03/06/2023	859746	Grainger Parts	Water	$ 438.36	Outlets for various PLC Cabinets
03/06/2023	859746	Grainger Parts	Water	$ 73.06	Outlets for Various PLC Cabinets/supplie
03/06/2023	859746	Grainger Parts	Water	$ 389.88	Plant Filters
03/06/2023	859746	Grainger Parts	Water	$ 1,645.76	Rocker wall plate, box,EMRG LGHT
03/06/2023	859746	Grainger Parts	Water	$ 60.03	thumb screw 1/4"-20 25 PK
03/06/2023	859746	Grainger Parts	Water	$ 13.72	Wall anchors for meter installation
03/06/2023	859746	Grainger Parts	Water	$ 153.98	Water Plant Shop Vacuum, Filter
03/06/2023	859746	Grainger Parts	Water	$ 101.25	Weatherproof Box, Water Plant Electrical
03/06/2023	859746	Grainger Parts	Water	$ 17.04	Weatherproof Cover, Water Plant
03/06/2023	859746	Grainger Parts	Water	$ 160.74	Willett VFD Replacement supplies
03/06/2023	859748	Great West Eng	CDBG	$ 4,615.00	CDBG-CV / North Park Restroom Project
03/06/2023	859754	Hawkins	Water	$ 20.00	PW-WTP-Chlorine for Process
03/06/2023	859754	Hawkins	Wastewater	$ 3,121.92	Chemical Supplies
03/06/2023	859755	High Point Network	IT Resources	$ 33,882.00	Aruba wireless network controller
03/06/2023	859763	Industrial Com & Elec	Wastewater	$ 4,197.75	WRF Emergency Alarm System Phase 1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859768	Jacobs Eng Group	Gas Tax	$ 196.13	Asset Management Program Project
03/06/2023	859768	Jacobs Eng Group	Light Maint	$ 196.14	Asset Management Program Project
03/06/2023	859768	Jacobs Eng Group	Storm Sewer	$ 472.07	Asset Management Program Project
03/06/2023	859768	Jacobs Eng Group	Street/Traffic	$ 733.59	Asset Management Program Project
03/06/2023	859768	Jacobs Eng Group	Wastewater	$ 1,604.67	Asset Management Program Project
03/06/2023	859768	Jacobs Eng Group	Water	$ 1,604.67	Asset Management Program Project
03/06/2023	859774	Kittelson & Assoc	Planning	$ 17,680.80	2023 Billings Urban Area Long Range Transportation Plan
03/06/2023	859774	Kittelson & Assoc	Str Maint Dist	$ 1,350.93	Main Street Hilltop Road Traffic Analysis SVCS through 01/31/2023
03/06/2023	859775	Knife River	Street/Traffic	$ 1,527.50	1 1/2" crushed base
03/06/2023	859775	Knife River	Street/Traffic	$ 1,952.53	1 1/2" crushed base
03/06/2023	859775	Knife River	Street/Traffic	$ 11,188.58	winter sand
03/06/2023	859775	Knife River	Street/Traffic	$ 5,648.80	winter sand
03/06/2023	859775	Knife River	Street/Traffic	$ 2,682.26	winter sand
03/06/2023	859780	Laurel Ford	Street/Traffic	$ 33,964.00	2023 Ranger XLthis is an approved ERP truck
03/06/2023	859780	Laurel Ford	Street/Traffic	$ (1,000.00)	deposit put down via pcard
03/06/2023	859790	MT Controls	Water	$ 7,985.00	FLow Meters # 7, 2 spares
03/06/2023	859792	MT Dept Enviro Quality	Solid Waste	$ 1,500.00	BRL- MTR0-Acreage.. 2022 Annual Invoice
03/06/2023	859792	MT Dept Enviro Quality	Storm Sewer	$ 5,000.00	MS-4, MTRO$- Outfall charge, 2022 Annual
03/06/2023	859792	MT Dept Enviro Quality	Wastewater	$ 44,231.25	Wastewater MT00-Outfall Charge.. 2022 An
03/06/2023	859792	MT Dept Enviro Quality	Wastewater	$ 1,200.00	WRF - MTR0-Acreage.. 2022 Annual Invoice
03/06/2023	859792	MT Dept Enviro Quality	Water	$ 750.00	Dechorination, MTG77-Outfall Charge, Ann
03/06/2023	859797	MT State Library	Library	$ 37,379.16	Montana Shared Catalog FY2023
03/06/2023	859809	N Coast Electric Co	Street/Traffic	$ 52.71	inv#S012388262.001elbows/drill bits for signs
03/06/2023	859809	N Coast Electric Co	Street/Traffic	$ 2,904.00	S012318940.001 PO NUM 315459
03/06/2023	859809	N Coast Electric Co	Street/Traffic	$ 2,904.00	S012325256.001 PO NUM 315460
03/06/2023	859809	N Coast Electric Co	Street/Traffic	$ 636.00	S012354210.001 PO NUM 315461
03/06/2023	859809	N Coast Electric Co	Street/Traffic	$ 23.51	S012374044.001
03/06/2023	859809	N Coast Electric Co	Street/Traffic	$ 18.34	S012374044.001 PO NUM 315458
03/06/2023	859806	Network Info System	Wastewater	$ 2,775.00	Labor and materials for 4-Dances site fo
03/06/2023	859811	NorthWestern Energy	Airport	$ 45,571.54	0100482-9. Main Vault Account. February 2023
03/06/2023	859811	NorthWestern Energy	Airport	$ 403.81	0712792-1. IP-7. February 2023
03/06/2023	859811	NorthWestern Energy	Airport	$ 1,199.66	0712800-2. IP-9. February 2023
03/06/2023	859811	NorthWestern Energy	Airport	$ 717.67	0712809-3. IP11/12 Alpine. February 2023
03/06/2023	859811	NorthWestern Energy	Engineering	$ 705.44	1741314-7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859811	NorthWestern Energy	Engineering	$ 54.34	The Depot parking lot
03/06/2023	859811	NorthWestern Energy	Facilities	$ 7,689.43	0100507-3
03/06/2023	859811	NorthWestern Energy	Facilities	$ 73.29	3602453-7
03/06/2023	859811	NorthWestern Energy	Facilities	$ 2,007.14	3602454-5
03/06/2023	859811	NorthWestern Energy	Facilities	$ 10,893.29	3927205-9
03/06/2023	859811	NorthWestern Energy	General	$ 1,531.28	0100506-5
03/06/2023	859811	NorthWestern Energy	General	$ 143.14	0712539-6
03/06/2023	859811	NorthWestern Energy	General	$ 231.55	0712683-2
03/06/2023	859811	NorthWestern Energy	General	$ 10.90	1635289-0
03/06/2023	859811	NorthWestern Energy	Library	$ 5,888.49	3039007-4 Library electricity February 2023
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 6.21	0722260-7
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 6.00	0722933-9
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 198.17	0789437-1
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 18.54	0920801-8
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 29.36	1141284-8
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 77.94	1160780-1
03/06/2023	859811	NorthWestern Energy	Park Dist 1	$ 14.10	3020837-5
03/06/2023	859811	NorthWestern Energy	Parking	$ 925.85	0720829-1
03/06/2023	859811	NorthWestern Energy	Parking	$ 2,789.57	0720834-1
03/06/2023	859811	NorthWestern Energy	Parking	$ 1,786.86	1569636-2
03/06/2023	859811	NorthWestern Energy	Parking	$ 1,562.05	1594282-4
03/06/2023	859811	NorthWestern Energy	Parking	$ 2,697.25	3067416-2
03/06/2023	859811	NorthWestern Energy	Parking	$ 607.10	3279035-4
03/06/2023	859811	NorthWestern Energy	Parking	$ 154.25	3463478-2
03/06/2023	859811	NorthWestern Energy	Parks Maint	$ 187.56	1059093-3
03/06/2023	859811	NorthWestern Energy	Public Safety	$ 625.53	0712537-0
03/06/2023	859811	NorthWestern Energy	Public Safety	$ 403.76	0720840-8
03/06/2023	859811	NorthWestern Energy	Public Safety	$ 309.19	1984150-1
03/06/2023	859811	NorthWestern Energy	Public Safety	$ 314.76	1984155-0
03/06/2023	859811	NorthWestern Energy	Public Safety	$ 2,226.04	3448739-7
03/06/2023	859811	NorthWestern Energy	Public Safety	$ 111.95	4045328-4

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859811	NorthWestern Energy	Radio	$ 174.42	1006915-1
03/06/2023	859811	NorthWestern Energy	Street/Traffic	$ 6.92	2047000-1
03/06/2023	859811	NorthWestern Energy	Street/Traffic	$ 7.67	2047011-8
03/06/2023	859811	NorthWestern Energy	Transit	$ 6.00	0712764-0
03/06/2023	859811	NorthWestern Energy	Transit	$ 391.23	1784756-7
03/06/2023	859811	NorthWestern Energy	Wastewater	$ 1,471.44	2132749-9
03/06/2023	859811	NorthWestern Energy	Water	$ 678.20	0100478-7
03/06/2023	859811	NorthWestern Energy	Water	$ 4,910.28	0100540-4
03/06/2023	859811	NorthWestern Energy	Water	$ 207.68	0722252-4
03/06/2023	859811	NorthWestern Energy	Water	$ 121.07	0723043-6
03/06/2023	859816	Polydyne	Wastewater	$ 5,096.00	Chemical Supplies
03/06/2023	859820	RDO Equipt	Solid Waste	$ (700.98)	P0234112
03/06/2023	859820	RDO Equipt	Solid Waste	$ 1,401.96	P0765212
03/06/2023	859820	RDO Equipt	Solid Waste	$ 637.57	P0765312
03/06/2023	859820	RDO Equipt	Solid Waste	$ 24.21	P0765312
03/06/2023	859820	RDO Equipt	Solid Waste	$ 30.37	P0797312
03/06/2023	859820	RDO Equipt	Solid Waste	$ 448.39	P0804312
03/06/2023	859820	RDO Equipt	Solid Waste	$ 27.29	W3558312
03/06/2023	859820	RDO Equipt	Solid Waste	$ 200.00	W3558312
03/06/2023	859820	RDO Equipt	Solid Waste	$ 1,770.60	W3769112
03/06/2023	859820	RDO Equipt	Solid Waste	$ 857.23	W3769112
03/06/2023	859823	Reliable Mech & Control	Facilities	$ 4,999.50	February 2023 Monthly Billings Service Contract
03/06/2023	ACH	Rexel USA	Wastewater	$ 15.09	Fuses etc. for WRF shop stock
03/06/2023	ACH	Rexel USA	Wastewater	$ 1,408.47	HW roll up door cord repair
03/06/2023	ACH	Rexel USA	Wastewater	$ 9.74	Vintage Estates LS Outlet
03/06/2023	ACH	Rexel USA	Wastewater	$ 181.25	WEF Elect Shop Stock
03/06/2023	ACH	Rexel USA	Wastewater	$ 51.00	WRF Elec shop stock
03/06/2023	ACH	Rexel USA	Wastewater	$ 307.50	WRF Elect Supplies,
03/06/2023	ACH	Rexel USA	Wastewater	$ 74.52	WRF UPS project supplies
03/06/2023	ACH	Rexel USA	Wastewater	$ 1,941.46	WRF UPS Supplies
03/06/2023	ACH	Rexel USA	Water	$ 290.00	Cedar Park SUpplies
03/06/2023	ACH	Rexel USA	Water	$ 149.33	Cedar Park Supplies
03/06/2023	ACH	Rexel USA	Water	$ 56.13	Radio Improvement Supplies
03/06/2023	ACH	Rexel USA Inc	Wastewater	$ (42.00)	Credit for stock return,

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859824	Rimrock Engineering	Park Dist 1	$ 4,000.00	geotechnical engineering services for castlerock park improvements
03/06/2023	859825	Rocky Mt Compost	Park Dist 1	$ 1,170.00	PLAYGROUND CHIPS FOR KIWANIS, COUNTRY MANOR AND PIONEER
03/06/2023	859825	Rocky Mt Compost	Park Dist 1	$ 1,560.00	playground chips for parks
03/06/2023	859825	Rocky Mt Compost	Park Dist 1	$ 3,370.00	PLAYGROUND CHIPS FOR ROSE - 23427 (had $200 credit)
03/06/2023	859825	Rocky Mt Compost	Parks Maint	$ 546.00	PLAYGROUND CHIPS FOR KIWANIS, COUNTRY MANOR AND PIONEER
03/06/2023	859825	Rocky Mt Compost	Parks Maint	$ 3,354.00	PLAYGROUND CHIPS FOR KIWANIS, COUNTRY MANOR AND PIONEER
03/06/2023	859825	Rocky Mt Compost	Parks Maint	$ 2,496.00	playground chips for parks
03/06/2023	859825	Rocky Mt Compost	Parks Maint	$ 1,404.00	playground chips for parks
03/06/2023	859825	Rocky Mt Compost	Parks Maint	$ 936.00	playground chips for parks
03/06/2023	859825	Rocky Mt Compost	Parks Maint	$ 234.00	playground chips for parks
03/06/2023	859826	Sanderson Stewart	Planning	$ 19,110.50	Safe Routes to School - Phase II
03/06/2023	859828	School Dist No 2	CDBG	$ 11,668.70	CDBG-CV Grant / Washington School HVAC
03/06/2023	859829	Sk Geotechnical	#N/A	$ 3,600.00	SID 1419 Charles Street.. Soil Borings
03/06/2023	859836	Steepworld	Public Safety	$ 1,068.00	ABSORBICA Y-MGO LANYARD 150CM
03/06/2023	859836	Steepworld	Public Safety	$ 627.90	ASAP B070AA00
03/06/2023	859836	Steepworld	Public Safety	$ 157.95	ASAP SORBER AXESS L071CB00
03/06/2023	859836	Steepworld	Public Safety	$ 52.35	AUX OPEN BRAKE D020DA00
03/06/2023	859836	Steepworld	Public Safety	$ 877.50	I'D L RED D020BA00
03/06/2023	859836	Steepworld	Public Safety	$ 1,054.00	MAESTRO L D024BA00
03/06/2023	859836	Steepworld	Public Safety	$ 115.50	OXAN TRIACT LOCK M72A TLA
03/06/2023	ACH	Town & Co Supply	Airport	$ 7,170.98	433433 1900 Gallons Dyed #1
03/06/2023	ACH	Town & Co Supply	Fleet	$ 3.39	433656
03/06/2023	ACH	Town & Co Supply	Fleet	$ 3,606.85	433656
03/06/2023	ACH	Town & Co Supply	Fleet	$ 3,481.40	433656
03/06/2023	ACH	Town & Co Supply	Fleet	$ 565.78	433656
03/06/2023	ACH	Town & Co Supply	Fleet	$ 9,399.78	433656
03/06/2023	ACH	Town & Co Supply	Fleet	$ 820.38	435141
03/06/2023	ACH	Town & Co Supply	Public Safety	$ 683.86	435029 FIRE 1: UNLEADED
03/06/2023	ACH	Town & Co Supply	Public Safety	$ 3,670.85	FIRE 1, 5, 2, 6: DIESEL/BLENDED. 1072 GALLONS
03/06/2023	ACH	Town & Co Supply	Transit	$ 6,634.08	432101. 1800 Gallons Dyed #1
03/06/2023	ACH	Town & Co Supply	Transit	$ 13,174.14	432101. 4200 Gallons Dyed #2
03/06/2023	ACH	Town & Co Supply	Transit	$ 5,648.42	435013. 2001 Gallons Unleaded
03/06/2023	ACH	Town & Co Supply	Water	$ 1,378.00	Fox Pump Station Propane
03/06/2023	859842	Tru Pipe, Inc	Storm Sewer	$ 13,782.50	WO2225 CCTV City Storm Drain Contract

Check Date	Check#	Name	Fund Name	Amount	Item Desc
03/06/2023	859845	W St Automation	Wastewater	$ 80.37	Reversing GRT Tax Withheld, paying it to
03/06/2023	859845	W St Automation	Water	$ 1,761.64	14" Titan Wafer Check Valve
03/06/2023	859845	W St Automation	Water	$ 846.33	Mounting Adaptor for Willett
03/06/2023	859845	W St Automation	Water	$ 846.33	Mounting adaptor for Willett
03/06/2023	859845	W St Automation	Water	$ 7,865.27	V105 Actuator Replacement
03/06/2023	859845	W St Automation	Water	$ 9,215.27	V120 Actuator Replacement
03/06/2023	859851	Ylwstn Val Elec	Solid Waste	$ 2,863.60	Electricity Service. Landfill

City Council Regular

Date:	04/10/2023
Title:	Payment of Claims for week of March 13, 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 $3,766,353.95 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 03132023

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/13/2023	859853	3-V Distributing	Street/Traffic	$ 72.00	23413
03/13/2023	859853	3-V Distributing	Street/Traffic	$ 11.00	23413
03/13/2023	859853	3-V Distributing	Street/Traffic	$ 356.00	23413
03/13/2023	859853	3-V Distributing	Street/Traffic	$ 3,657.00	23413
03/13/2023	859856	A-1 Landscape	Building	$ 125.00	Snow Plow Service for February, 2023; Planning
03/13/2023	859856	A-1 Landscape	CDBG	$ 125.00	Snow Plow Service for February, 2023; Planning
03/13/2023	859856	A-1 Landscape	Facilities	$ 525.00	Snow Plow Service for February, 2023; Stillwater Building
03/13/2023	859856	A-1 Landscape	Facilities	$ 712.50	Snow Plow Service for February, 2023; Animal Shelter
03/13/2023	859856	A-1 Landscape	Facilities	$ 1,455.00	Snow Plow Services for February, 2023; Operations Center
03/13/2023	859856	A-1 Landscape	General	$ 125.00	Snow Plow Service for February, 2023; Planning
03/13/2023	859856	A-1 Landscape	Library	$ 750.00	Snow Plow Service for February, 2023; Library
03/13/2023	859856	A-1 Landscape	Library	$ 600.00	Snow Plow Service for February, 2023; Library
03/13/2023	859856	A-1 Landscape	Parking	$ 200.00	Snow Plow Service for February, 2023; Library
03/13/2023	859856	A-1 Landscape	Parking	$ 2,817.50	Snow Plow Service for February, 2023; Parking
03/13/2023	859856	A-1 Landscape	Parking	$ 2,287.50	Snow Plow Service for February, 2023; Parking
03/13/2023	859856	A-1 Landscape	Parking	$ 2,440.00	Snow Plow Service for February, 2023; Parking
03/13/2023	859856	A-1 Landscape	Parking	$ 2,450.00	Snow Plow Service for February, 2023; Parking
03/13/2023	859856	A-1 Landscape	Parking	$ 1,687.50	Snow Plow Service for February, 2023; Parking
03/13/2023	859856	A-1 Landscape	Planning	$ 125.00	Snow Plow Service for February, 2023; Planning
03/13/2023	859856	A-1 Landscape	Urban Renew	$ 1,800.00	Snow Plow Service for February, 2023; Community Development
03/13/2023	859863	Altitude Signal	St Maint Dist	$ 344,344.00	WO 23-99 Traffic Controller Equipment Upgrade; Payment 1
03/13/2023	859865	Applied Ind Tech	Water	$ 3,880.56	SOLID FLEXIBLE CONNECTOR
03/13/2023	859868	Armscor Cartridge	PD Program	$ 2,700.00	Armscor 16419, 12 gauge
03/13/2023	859869	Askin Const	Tax Incrmnt S	$ 97,971.41	WO 22-40 Water Main Extension Grey Eagle Ditch to Arlington
03/13/2023	859869	Askin Const	Water	$ 46,545.82	WO 22-40 Water Main Extension Grey Eagle Ditch to Arlington
03/13/2023	859876	Bison Engineering	Solid Waste	$ 648.00	Title V Renewal for Landfill. Compliance reports & review
03/13/2023	859876	Bison Engineering	Solid Waste	$ 8,069.99	Title V Renewal for Landfill. Compliance reports & review
03/13/2023	859876	Bison Engineering	Solid Waste	$ 6,720.76	Title V Renewal for Landfill. Compliance reports & review
03/13/2023	859872	Blgs Area Chamber	Tax Incrmnt S	$ 20,000.00	Victus Study Support
03/13/2023	859873	Blgs Bench Water	Park Dist 1	$ 9,112.00	water rental for 272 acres - 48994
03/13/2023	859873	Blgs Bench Water	Wastewater	$ 1,560.00	WO 23-35 Hesper Sewer Ext BBWA.. Permit
03/13/2023	859875	Blgs Depot	Engineering	$ 13,667.48	Depot April Rent
03/13/2023	ACH	Border States	Wastewater	$ 285.33	Fan, WW
03/13/2023	ACH	Border States	Wastewater	$ 298.78	Thin Client Support Brackets WRF

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/13/2023	ACH	Border States	Wastewater	$ 6,951.75	Water plant techconnect process control renewal
03/13/2023	ACH	Border States	Water	$ 365.00	BackPanel for Staples VFD Replacement
03/13/2023	ACH	Border States	Water	$ 6,951.75	Water plant techconnect process control renewal
03/13/2023	859880	Brenntag Pacific	Street/Traffic	$ 11,023.00	hicothaw
03/13/2023	859880	Brenntag Pacific	Street/Traffic	$ 10,184.65	hicothaw
03/13/2023	859880	Brenntag Pacific	Street/Traffic	$ 10,212.20	hicothaw
03/13/2023	859880	Brenntag Pacific	Wastewater	$ 6,275.00	Chemical Supplies
03/13/2023	859883	Carol Staben Burroughs	Public Safety	$ 7,028.50	Group & Individual Crisis Intervention
03/13/2023	859889	Charter Communication	Phone System	$ 1,422.62	Fiber at 210 N 27th
03/13/2023	859889	Charter Communication	Phone System	$ 699.89	Fiber to 1705 Monad Road
03/13/2023	859889	Charter Communication	Phone System	$ 1,203.85	Fiber to 4848 Midland Road
03/13/2023	859894	Civicplus	Airport	$ 333.35	Quarterly Civic Send Airport
03/13/2023	859894	Civicplus	IT Resources	$ 333.35	Quarterly CivicSend IT
03/13/2023	859894	Civicplus	IT Resources	$ 7,105.24	Quarterly Hosting & Support Fees
03/13/2023	859894	Civicplus	IT Resources	$ 91.16	SSL Certificate Quarterly Fee Renewa
03/13/2023	859895	Colstrip Electric	Solid Waste	$ 13,317.48	WO 23-28 Landfill Drop-Off Bldg Mech Room Heater Upgrades
03/13/2023	859896	Community Seven	General	$ 10,867.00	PEG Fees October 1 to December 31, 2022
03/13/2023	859903	Dakota Supply	Water	$ 134.12	#10 RED NOZZLE CAP - W/GASKET
03/13/2023	859903	Dakota Supply	Water	$ 76.64	#118 HOSE NOZZLE O-RING - 3-1/4 X 3-5/8
03/13/2023	859903	Dakota Supply	Water	$ 783.90	1" X 3/4" X 3/4" CURB STOP BALL VALVE CTS COMPRESSION
03/13/2023	859903	Dakota Supply	Water	$ 1,881.32	1" X 3/4" X 3/4" CURB STOP BALL VALVE CTS COMPRESSION
03/13/2023	859903	Dakota Supply	Water	$ 1,113.25	Parts to fix HDPE Water mains
03/13/2023	859903	Dakota Supply	Water	$ 977.13	UPPER STEM WATEROUS # 71
03/13/2023	859906	Denny Menholt	Property Ins	$ 4,780.78	Repairs to Police Car #1558
03/13/2023	859906	Denny Menholt	Public Safety	$ 1,584.32	216702
03/13/2023	859907	Desert Mt Corp	Street/Traffic	$ 5,019.24	ice slicer
03/13/2023	859907	Desert Mt Corp	Street/Traffic	$ 5,119.14	ice slicer
03/13/2023	859909	DOWL	Tax Incrmnt N27	$ 11,430.96	WO 23-11 Downtown 2-Way Street Conversion
03/13/2023	859909	DOWL	Water	$ 22,451.25	WO 22-44 Zone 1 Water Storage Improvements
03/13/2023	859912	Elcon Corp	Arterial Streets	$ 58,964.04	WO 22-28 Grand Ave & 32nd St W Traffic Signal Impro
03/13/2023	859913	Elizabeth Ann Christiaens	Public Safety	$ 3,600.00	Denver Forensic, pre-employment evals
03/13/2023	859914	Energy Laboratories	Wastewater	$ 704.00	Work Order: B23020749, Sample Analysis,
03/13/2023	859914	Energy Laboratories	Water	$ 53.00	Work Order: B23010016, Sample Analysis,
03/13/2023	859914	Energy Laboratories	Water	$ 129.00	Work Order: B23021060, Analysis, Lab sam

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03/13/2023	859914	Energy Laboratories	Water	$ 3,343.00	Work Order: B23021068; WTP Lab DBP's
03/13/2023	859927	Granite Peak Pump	Park Dist 1	$ 2,734.90	pioneer pump station repair - 23014
03/13/2023	859927	Granite Peak Pump	Park Dist 1	$ 375.00	staff training for pumps - 23013
03/13/2023	859928	Great W Engineering	Solid Waste	$ 21,616.50	WO 20-46 Lanfill Compost Facility: Payment 12
03/13/2023	859928	Great W Engineering	Solid Waste	$ 11,047.00	WO 20-46 Lanfill Compost Facility; Payment 11
03/13/2023	859928	Great W Engineering	Solid Waste	$ 4,191.10	WO 23-13 Landfill Class IV Expansion Permit; Payment 5
03/13/2023	859929	Guardian Security	Library	$ 9,535.97	976 February 2023 security guard services
03/13/2023	ACH	HDR	Engineering	$ 252.85	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	Light Maint	$ 65.44	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	P.W. Admin	$ 722.11	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	Solid Waste	$ 294.49	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	Solid Waste	$ 6,962.02	WO 23-27 Landfill Household Hazardous Waste Facility
03/13/2023	ACH	HDR	Storm Sewer	$ 804.65	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	Street/Traffic	$ 991.32	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	Wastewater	$ 1,082.79	WO 20-33 Public Works GIS Services
03/13/2023	ACH	HDR	Water	$ 3,223.08	WO 20-33 Public Works GIS Services
03/13/2023	859937	Iaff	Payroll Clearing	$ 5,108.30	Payroll Summary
03/13/2023	859940	Ind Communication	Solid Waste	$ 3,696.00	2 - Kenwood VP5430 7/800MHz Model 2 Portable Radio
03/13/2023	859947	Interstate Power	Water	$ 2,806.97	WTP Waiter Gen Service
03/13/2023	859948	Invoice Cloud	Building	$ 11.67	Invoice Cloud Svcs 02/01/23-02/28/23
03/13/2023	859948	Invoice Cloud	City Ins Fund	$ 377.80	Invoice Cloud Svcs 02/01/23-02/28/23
03/13/2023	859948	Invoice Cloud	Parking	$ 892.51	Invoice Cloud Svcs 02/01/23-02/28/23
03/13/2023	859948	Invoice Cloud	Solid Waste	$ 9,401.02	Invoice Cloud Svcs 02/01/23-02/28/23
03/13/2023	859948	Invoice Cloud	Wastewater	$ 10,352.22	Invoice Cloud Svcs 02/01/23-02/28/23
03/13/2023	859948	Invoice Cloud	Water	$ 13,701.62	Invoice Cloud Svcs 02/01/23-02/28/23
03/13/2023	859951	Joe Johnson Equipt	Street/Traffic	$ 5,000.00	wire for sweeper brooms
03/13/2023	859951	Joe Johnson Equipt	Street/Traffic	$ 133.88	P00577
03/13/2023	ACH	Kois Brothers	Fleet	$ 493.70	128273
03/13/2023	ACH	Kois Brothers	Fleet	$ 152.27	128588
03/13/2023	ACH	Kois Brothers	Fleet	$ 220.38	128701
03/13/2023	ACH	Kois Brothers	Solid Waste	$ 1,617.00	127917
03/13/2023	ACH	Kois Brothers	Solid Waste	$ 3,591.81	128218
03/13/2023	ACH	Kois Brothers	Solid Waste	$ 155.42	128332
03/13/2023	ACH	Kois Brothers	Solid Waste	$ 110.64	128601

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03/13/2023	ACH	Kois Brothers	Solid Waste	$ 1,230.18	128848
03/13/2023	ACH	Kois Brothers	Solid Waste	$ 112.32	128855
03/13/2023	ACH	Kois Brothers	Street/Traffic	$ 321.96	128314
03/13/2023	ACH	Kois Brothers	Street/Traffic	$ 40.90	128600
03/13/2023	ACH	Kois Brothers	Street/Traffic	$ 371.78	128600
03/13/2023	ACH	Kois Brothers	Street/Traffic	$ 319.68	128742
03/13/2023	859962	Land Design	Park Dist 1	$ 12,344.29	master plan for cottonwood park-016532
03/13/2023	859963	Lesman Iron Works	Wastewater	$ 7,662.00	Groundwater Well Electrical EQP Racks.
03/13/2023	859964	Library Solutions	Library	$ 3,500.00	2608 Library Calendar annual subscription
03/13/2023	859965	Life-Assist	Fire Grants	$ 72.00	CHI DR0360-19 CALCIUM GLUCONATE 1MG /10ML SDPF VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 102.90	DR0159-25 EPINEPHRINE 1:1000 1MG, 1ML VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 134.70	DR0512-43 ALROPINE SULFATE, 8MG, 20ML MULTI-DOSE VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 16.26	DR0542-02 ADENOSINE, 6MG, 2ML VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 31.66	DR0741-14 TETRACAINE HCL 0.5% 4ML DROPS
03/13/2023	859965	Life-Assist	Fire Grants	$ 28.00	DR0854-04 ADENOSINE, 12MG, 4ML VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 17.25	DR1010 SALINE FLUSH, 10ML
03/13/2023	859965	Life-Assist	Fire Grants	$ 247.01	DR1068-01 EPINEPHRINE 1;1000 30MG
03/13/2023	859965	Life-Assist	Fire Grants	$ 363.00	DR3340-00 ATROPINE SULFATE, 1MG, 10ML LUER-JET SYRINGE
03/13/2023	859965	Life-Assist	Fire Grants	$ 65.80	DR3352-00 SODIUM BICARB, 8.5%, 50ML LUER-JET SYRINGE
03/13/2023	859965	Life-Assist	Fire Grants	$ 277.44	DR3369-00 NALOXONE, 2MG, 3ML LUER-JET SYRIGE
03/13/2023	859965	Life-Assist	Fire Grants	$ 113.30	DR6102-04 FUROSEMIDE, 40MG, 4ML VIAL BOX/25
03/13/2023	859965	Life-Assist	Fire Grants	$ 58.45	DR6228-25 THIAMINE, 200MG/2ML VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 330.00	DR8031-01 GLUCAGON, 1MG, 1ML EMERGENCY KIT
03/13/2023	859965	Life-Assist	Fire Grants	$ 4.46	DR9501-25 ALBUTEROL 2.5MG, 3ML
03/13/2023	859965	Life-Assist	Fire Grants	$ 4.42	DR9875-25 AMIODARONE, 150MG, 3ML VIAL
03/13/2023	859965	Life-Assist	Fire Grants	$ 71.68	EPINEPHRINE 1:10,000 1MG, 10ML LUER-JET SYRINGE
03/13/2023	859965	Life-Assist	Fire Grants	$ -	EMS SUPPLIES FOR HAZMAT TOX MEDIC KITS
03/13/2023	859965	Life-Assist	Public Safety	$ 87.11	AC820 SLICK STYLETTE, 6 BOX/25
03/13/2023	859965	Life-Assist	Public Safety	$ 46.05	AC900-12A FLEXI-SLIP STYLETTE, 12 FR. BOX/20
03/13/2023	859965	Life-Assist	Public Safety	$ 171.44	AC90211, ET TUBE INTRODUCER/BOUGIE, PEDI
03/13/2023	859965	Life-Assist	Public Safety	$ 8.53	AL75 POVIDONE IODINE SWABSTICK
03/13/2023	859965	Life-Assist	Public Safety	$ -	DR1010 SALINE FLUSH, 10ML
03/13/2023	859965	Life-Assist	Public Safety	$ 84.48	DR7809-22 DFOPAMINE, 400 MG / D5W 250ML BAG
03/13/2023	859965	Life-Assist	Public Safety	$ 660.00	DR8031-01 GLUCAGON, 1MG, 1ML EMERGENCY KIT

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03/13/2023	859965	Life-Assist	Public Safety	$ -	FRONTLINE NITRILE EXAM GLOVES
03/13/2023	859965	Life-Assist	Public Safety	$ 10.70	IN4160 SAFFETY SCALPEL, #10 BLADE
03/13/2023	859965	Life-Assist	Public Safety	$ 46.92	IN4202 WINDOW PUNCH
03/13/2023	859965	Life-Assist	Public Safety	$ 64.92	IN920 ADC RING CUTTER
03/13/2023	859965	Life-Assist	Public Safety	$ 189.60	MD5697 IBUPROFEN 200 MG UNIT DOSE PACKS OF 2
03/13/2023	859965	Life-Assist	Public Safety	$ 688.01	OK74000 S-SCORT III SUCTION UNI
03/13/2023	859965	Life-Assist	Public Safety	$ 622.30	OK80638 S-SCORT III SUCTION UNIT BATTERIES
03/13/2023	859965	Life-Assist	Public Safety	$ 4.94	PL1008 ADLITE PENLIGHT W/PUPIL GAUGE PKG/6
03/13/2023	859965	Life-Assist	Public Safety	$ 192.00	PO2100 DIAGOSTIX DIGITAL FINGERTIP PULSE OXIMETER
03/13/2023	859965	Life-Assist	Public Safety	$ 349.99	SAS DR0181-20 KETQAMINE 200MG/20ML (BX/10)
03/13/2023	859965	Life-Assist	Public Safety	$ 183.86	TA7827-1 TRANSPORE TRANSPARENT TAPE, 1" CASE/120
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 2,115.00	CARINS HELMENT
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 1,269.00	CARINS HELMENT
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 6,644.00	HURST TOOL ANNUAL SERVICE
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 1,183.98	STREAMLIGHT, RED PORTABLE SCENE LIGHT
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 25.93	SHIPPING
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 47.22	SHIPPING
03/13/2023	859960	LN Curtis & Sons	Public Safety	$ 76.70	SHIPPING & HANDLING
03/13/2023	859967	Mahoney & Assoc	General	$ 7,236.00	FY22 Draft/Final - Cost Allocation Plan
03/13/2023	859968	Mail Tech Service	Central Service	$ 3,789.47	Postage for February, 2023
03/13/2023	859968	Mail Tech Service	Parking	$ 88.71	Postage for February, 2023
03/13/2023	859978	MFPE	Payroll Clearing	$ 2,758.02	Payroll Summary
03/13/2023	859984	Morrison Maierle	Airport	$ 20,593.33	Terminal Expansion Project - Federal
03/13/2023	859984	Morrison Maierle	Airport	$ 1,935.74	Terminal Expansion Project - Ineligible
03/13/2023	859984	Morrison Maierle	Airport	$ 2,288.15	Terminal Expansion Project - Local
03/13/2023	859984	Morrison Maierle	Airport	$ 2,148.35	Baggage Claim Restroom Remodel Project
03/13/2023	859984	Morrison Maierle	Airport	$ 962.04	Terminal Expansion Project-Terminal Security-CA-Federal Share
03/13/2023	859984	Morrison Maierle	Airport	$ 81.39	Terminal Expansion Project-Terminal Security-CA-Local Share
03/13/2023	859984	Morrison Maierle	Airport	$ 32,136.48	Mid-Field Service Road Project - Federal
03/13/2023	859984	Morrison Maierle	Airport	$ 3,570.72	Mid-Field Service Road Project - Local
03/13/2023	859984	Morrison Maierle	Airport	$ 55,975.68	Commercial Aircraft Ramp - Schedule IV - Federal
03/13/2023	859984	Morrison Maierle	Airport	$ 6,219.52	Commercial Aircraft Ramp - Schedule IV - Local
03/13/2023	859984	Morrison Maierle	Airport	$ 864.77	FY 2023 On Call Services
03/13/2023	859986	Moulton Bellingham	General	$ 5,000.00	Houser-WWFF

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03/13/2023	859986	Moulton Bellingham	General	$ 112.50	Stone v COB-Health Ins Litigation
03/13/2023	859987	MPPA	Payroll Clearing	$ 3,908.80	Payroll Summary
03/13/2023	859975	MT CSED	Payroll Clearing	$ 3,706.63	Payroll Summary
03/13/2023	859979	MT League Cities & Towns	Wastewater	$ 2,844.45	Nutrient Work Group
03/13/2023	859980	MT Peterbilt	Fleet	$ 20.40	66648B
03/13/2023	859980	MT Peterbilt	Fleet	$ 144.32	67009B
03/13/2023	859980	MT Peterbilt	Fleet	$ 129.96	67009B
03/13/2023	859980	MT Peterbilt	Fleet	$ 85.62	67009B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 61.36	65097B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 52.00	65173B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 297.51	65173B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 1,313.54	65228B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 5.76	65445B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 167.58	65445B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 233.40	65445B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 337.84	65445B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 88.00	65512B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 334.91	65512B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 245.25	65533B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 57.72	65549B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 117.71	65554B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 123.88	65554B
03/13/2023	859980	MT Peterbilt	Solid Waste	$ 487.82	65593B
03/13/2023	859980	MT Peterbilt	Water	$ 37.34	65622B
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 3,064.73	Restaurant Build Out- Eligible For Reimbursement
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 1,729.16	Restaurant Build Out- Eligible For Reimbursement
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 259.27	Restaurant Build Out- Ineligible Cost
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 146.28	Restaurant Build Out- Ineligible Cost
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 4,340.12	Terminal Expansion - AIP76 Eligible for Reimbursement
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 482.24	Terminal Expansion - AIP76 Eligible Local Costs
03/13/2023	859988	MT Revenue-CGR2 Payment	Airport	$ 407.97	Terminal Expansion - Ineligible Local Cost
03/13/2023	859988	MT Revenue-CGR2 Payment	Arterial Streets	$ 595.60	WO 22-28 Grand Ave & 32nd St W Traffic Signal
03/13/2023	859988	MT Revenue-CGR2 Payment	Facilities	$ 50.50	Maintenance and Repair at the Stillwater Building
03/13/2023	859988	MT Revenue-CGR2 Payment	Facilities	$ 50.50	Maintenance and Repair at the Stillwater Building

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03/13/2023	859988	MT Revenue-CGR2 Payment	Park Dist 1	$ 1,199.41	WO 22-32 Riverfront Park Trail; Payment 1
03/13/2023	859988	MT Revenue-CGR2 Payment	Park Dist 1	$ 60.28	WO 22-38 Pioneer Park Trail Rehabilitation PPHertrail
03/13/2023	859988	MT Revenue-CGR2 Payment	Public Safety	$ 174.07	FIRE 8: REPLACE OVERHEAD GARAGE DOORS
03/13/2023	859988	MT Revenue-CGR2 Payment	SID Const	$ 7.28	SID 1417 Ret Rel 4 Fianl, PO 21-000662
03/13/2023	859988	MT Revenue-CGR2 Payment	Solid Waste	$ 2,011.27	WO 22-37 Landfill Drop-Off Building Repairs -Construction
03/13/2023	859988	MT Revenue-CGR2 Payment	Solid Waste	$ 4,191.72	WO 22-37 Landfill Drop-Off Building Repairs -Construction
03/13/2023	859988	MT Revenue-CGR2 Payment	Solid Waste	$ 5,140.18	WO 22-37 Landfill Drop-Off Building Repairs -Construction
03/13/2023	859988	MT Revenue-CGR2 Payment	Solid Waste	$ 134.52	WO 23-28 Landfill Drop-Off Bldg Mech Room Heater Upgrades
03/13/2023	859988	MT Revenue-CGR2 Payment	Stillwater Const	$ 618.00	Inv. 10491 Asbestos Removal at Stillwater Building
03/13/2023	859988	MT Revenue-CGR2 Payment	Stillwater Const	$ 783.40	WO 2242 Tel NEt Systems Contract; Payment 1 FINAL
03/13/2023	859988	MT Revenue-CGR2 Payment	Storm Sewer	$ 139.22	WO 22-25 CCTV City Storm Drain
03/13/2023	859988	MT Revenue-CGR2 Payment	Tax Incrmnt S	$ 0.02	final payment-construction of new shelter at Optimist Park
03/13/2023	859988	MT Revenue-CGR2 Payment	Tax Incrmnt S	$ 0.98	final payment-construction of new shelter at Optimist Park
03/13/2023	859988	MT Revenue-CGR2 Payment	Tax Incrmnt S	$ 130.31	retainage release payment #3
03/13/2023	859988	MT Revenue-CGR2 Payment	Tax Incrmnt S	$ 989.61	WO 22-40 Water Main Extension Grey Eagle Ditch to Arlington
03/13/2023	859988	MT Revenue-CGR2 Payment	Wastewater	$ 3,112.77	WO 22-10 Alkali Cr Water & Sewer Extension
03/13/2023	859988	MT Revenue-CGR2 Payment	Water	$ 99.75	Service Agreement to Replace Blown In In
03/13/2023	859988	MT Revenue-CGR2 Payment	Water	$ 1,697.37	WO 22-10 Alkali Cr Water & Sewer Extension
03/13/2023	859988	MT Revenue-CGR2 Payment	Water	$ 470.16	WO 22-40 Water Main Extension Grey Eagle Ditch to Arlington
03/13/2023	859983	MT State Firemen	Payroll Clearing	$ 7,351.08	Payroll Summary
03/13/2023	859995	Northwest Playground Equip	CDBG	$ 51,984.85	CDBG Grant / Comanche Park Playground Equipment
03/13/2023	859996	NorthWestern Energy	Airport	$ 15.10	0712534-7. Gate 16 Light. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 169.07	0712535-4. Employee Parking. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 43.47	07127891-3. Gate 16. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 48.99	0712795-4. Gate 17. March 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 43.47	0712797-0. Gate 9. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 7.67	0712813-5. Burn Pit. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 47.30	0719759-3. Gate 12. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 102.88	0719760-1. Gate 14. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 48.06	0719761-9. Gate 15. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 69.79	0719762-7. Gate 13. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 41.18	0720296-3. Gate 29. February 2023
03/13/2023	859996	NorthWestern Energy	Airport	$ 35.87	2114868-9. Runway Weather System. February 2023

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03/13/2023	859996	NorthWestern Energy	Building	$ 31.70	1569631-3	
03/13/2023	859996	NorthWestern Energy	General	$ 180.06	0712538-8	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.15	0722253-2	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 13.73	0722259-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 10.48	0722272-2	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 285.47	0722273-0	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 10.23	0722274-8	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 100.88	0722275-5	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 36.03	0722278-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 15.10	0722279-7	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.15	0722280-5	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.15	0722281-3	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.15	0722283-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.15	0722284-7	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 15.10	0722808-3	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 7.67	0722852-1	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 8.79	0722862-0	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 65.50	0722901-6	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.46	0722976-8	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 1,513.66	0722995-8	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 95.29	0723005-5	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.15	0723025-3	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ -	0723039-4	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 20.91	0723064-2	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 20.91	0723065-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 4.05	0723391-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 77.12	0723884-3	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 20.91	0723887-6	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 13.19	0813489-2	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 28.49	0978917-3	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 64.43	0999807-1	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 10.78	1849408-8	

Check Date	Check#	Name	Fund Name	Amounts		Item Desc
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 29.54	1904944-4	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 40.82	1941243-6	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 24.51	3241436-9	
03/13/2023	859996	NorthWestern Energy	Park Dist 1	$ 10.90	3771457-3	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 7.00	0722272-2	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723384-4	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 2.71	0723391-9	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 0.83	0723392-7	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 7.07	0723393-5	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723394-3	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723395-0	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723396-8	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723397-6	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723398-4	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.15	0723835-5	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 8.79	0723836-3	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.30	0723840-5	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 15.38	0723879-3	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.76	0723883-5	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 0.83	0723885-0	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 6.76	0881455-0	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 0.55	1045813-1	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 1.39	1265177-4	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ -	1513796-1	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 54.19	1513800-1	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 9.98	1513802-7	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 18.08	1513804-3	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 1.25	1948667-9	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 1.53	2041362-1	
03/13/2023	859996	NorthWestern Energy	Parks Maint	$ 5.46	2055817-7	

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/13/2023	859996	NorthWestern Energy	Public Safety	$ 2,101.48	0100476-1 FIRE 1 ELECTRIC SERVICE, FY2023
03/13/2023	859996	NorthWestern Energy	Public Safety	$ 564.51	0100477-9 FIRE 6 ELECTRIC SERVICE, FY2023
03/13/2023	859996	NorthWestern Energy	Public Safety	$ 19.00	0712532-1
03/13/2023	859996	NorthWestern Energy	Public Safety	$ 460.79	0720817-6
03/13/2023	859996	NorthWestern Energy	Public Safety	$ 1,320.13	1183483-5
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 8.14	0855404-0
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 49.76	1045820-6
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 7.98	2047007-6
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 7.21	2047010-0
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 7.38	2047013-4
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 7.67	2047017-5
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 7.07	2047019-1
03/13/2023	859996	NorthWestern Energy	Street/Traffic	$ 95.33	3648861-7
03/13/2023	859996	NorthWestern Energy	Wastewater	$ 268.12	389 62nd St Life Entrance, 02/2023
03/13/2023	859996	NorthWestern Energy	Water	$ 6.00	1160807-2
03/13/2023	859996	NorthWestern Energy	Water	$ 4.20	1346673-5
03/13/2023	859996	NorthWestern Energy	Water	$ 3,258.87	5809 Canyonwoods Dr, 02/2023
03/13/2023	859996	NorthWestern Energy	Water	$ 494.57	805 Constitution Ave, Feb 2023
03/13/2023	859999	Paddock Heat & Cool	Public Safety	$ 4,395.00	FIRE 1: INSTALL NEW 1500 W RADIANT HEATER
03/13/2023	860003	Perform Eng & Consult	Park Dist 1	$ 1,410.00	WO 23-15 River Edge Trail Consultant Agreement
03/13/2023	860003	Perform Eng & Consult	Park Dist 1	$ 535.80	WO 23-15 River Edge Trail Consultant Agreement
03/13/2023	860003	Perform Eng & Consult	Tax Incrmnt S	$ 2,248.20	WO 23-15 River Edge Trail Consultant Agreement
03/13/2023	860003	Perform Eng & Consult	Wastewater	$ 26,594.44	WO 23-07 Monad Rd Sewer Extension
03/13/2023	860004	Petty Cash CCSIU	PD Program	$ 4,525.00	Reimbursement of PE/PI money.
03/13/2023	860006	Pioneer Tech Service	Solid Waste	$ 7,843.29	WO 22-47 Landfill Slope Stability Improvements
03/13/2023	860008	Public Utilities	Airport	$ 7,291.99	136516
03/13/2023	860008	Public Utilities	Airport	$ 75.17	250828-Alpine Air-Maintenance
03/13/2023	860008	Public Utilities	Airport	$ 104.97	250831-Zone Dispatch-IP6 & IP7
03/13/2023	860008	Public Utilities	Airport	$ 52.12	250832-Corp Air/Alpine
03/13/2023	860008	Public Utilities	Airport	$ 187.22	250834-QTA
03/13/2023	860008	Public Utilities	Airport	$ 93.61	250836-West End T-Hangars
03/13/2023	860008	Public Utilities	Airport	$ 127.29	250840-Edwards Jet Center West
03/13/2023	860008	Public Utilities	Airport	$ 97.97	250842-Executive Hangars
03/13/2023	860008	Public Utilities	Airport	$ 7.00	250842-Executive Hangars USDA APHIS

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/13/2023	860008	Public Utilities	Airport	$ 158.27	250843-Airfield Maintenance Compactor
03/13/2023	860008	Public Utilities	Airport	$ 126.62	250845-Airfield Maintenance
03/13/2023	860008	Public Utilities	Airport	$ 328.98	250847-UPS Gate 21
03/13/2023	860008	Public Utilities	Airport	$ 104.24	250848-Edwards Jet Center 1871 Aviation Place
03/13/2023	860008	Public Utilities	Airport	$ 104.97	250849-Rocky Mountain College-EJC
03/13/2023	860008	Public Utilities	Airport	$ 127.29	250850-US Postal Service Gate 15
03/13/2023	860008	Public Utilities	Airport	$ 149.34	250851-Edwards Jet Center 1691 Aviation Place
03/13/2023	860008	Public Utilities	Airport	$ 74.67	250853-Aerotronics
03/13/2023	860008	Public Utilities	Airport	$ 127.29	250854-Marchi Hangar
03/13/2023	860008	Public Utilities	Airport	$ 63.69	250855-Marchi Office
03/13/2023	860008	Public Utilities	Airport	$ 104.97	250857-MT State Lands DEQ/DNRC
03/13/2023	860008	Public Utilities	Airport	$ 104.97	250858-Billings Fire Center-BLM
03/13/2023	860008	Public Utilities	Airport	$ 52.12	250859-TSA
03/13/2023	860008	Public Utilities	Facilities	$ 538.54	158260
03/13/2023	860008	Public Utilities	Park Dist 1	$ 104.97	255552
03/13/2023	860008	Public Utilities	Parking	$ 87.59	102086
03/13/2023	860008	Public Utilities	Parking	$ 447.52	102980
03/13/2023	860008	Public Utilities	Parking	$ 10.85	102981
03/13/2023	860008	Public Utilities	Wastewater	$ 9.75	180645
03/13/2023	860010	PumpTech	Water	$ 2,579.21	Pump 2,3,4
03/13/2023	860013	Rolling Right Door	Public Safety	$ 2,023.00	FIRE 1: DOOR 2 / REPLACED SPRINGS, BEARING
03/13/2023	860013	Rolling Right Door	Public Safety	$ 2,442.00	FIRE 5: REPLACED POWERHEAD, SENSORS, 2-ROLLS
03/13/2023	860013	Rolling Right Door	Public Safety	$ 590.00	FIRE 7: REP'D ROLLERS, MASTER LINK #50 CHAIN
03/13/2023	860014	Routeware	Solid Waste	$ 2,250.00	Install new tablets in garbage trucks. Cellular data charge
03/13/2023	860014	Routeware	Solid Waste	$ 2,457.85	Travel for Invoice INV-020326.
03/13/2023	860015	Sanderson Stewart	Arterial Streets	$ 208.50	WO 22-28 Grand Ave & 32nd Street West Traffic Signal Improve
03/13/2023	860015	Sanderson Stewart	Arterial Streets	$ 12,952.00	WO 23-10 48th St W/Grand Ave Intersection Improve
03/13/2023	860015	Sanderson Stewart	Tax Incrmnt N27	$ 6,477.12	WO 23-09 5th Ace Corridor - Phase 1 Preliminary Design
03/13/2023	860019	Shannon & Wilson	General	$ 13,198.55	Burnstead BBWA Stabilization - Phase 1
03/13/2023	860022	SHI International	IT Resources	$ 41,785.67	Annual Mimecast Renewal 925 licenses and DMARC Analyzer
03/13/2023	860022	SHI International	IT Resources	$ 59.87	Azure AD Premium P1 license -IT Duo
03/13/2023	860024	Simply Family Magazine	General	$ 17,412.38	2023 summer supplement printing
03/13/2023	860024	Simply Family Magazine	General	$ 4,070.45	2023 summer usps mailing
03/13/2023	860024	Simply Family Magazine	Public Safety	$ 21.45	Simply local 2023c-8777, ad design

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03/13/2023	860025	Sk Geotech Corp	General	$ 3,235.98	WO 21-40 Slope Stabilization Above Park Place
03/13/2023	860025	Sk Geotech Corp	Solid Waste	$ 1,652.00	WO 20-46 Landfill Compost Facility Geotechnical Evaluation
03/13/2023	860026	Sletten Const	Airport	$ 303,408.07	Restaurant Build Out- Eligible For Reimbursement
03/13/2023	860026	Sletten Const	Airport	$ 25,667.93	Restaurant Build Out - Ineligible Costs
03/13/2023	860026	Sletten Const	Airport	$ 429,672.28	Terminal Expansion - AIP76 Eligible For Reimbursement
03/13/2023	860026	Sletten Const	Airport	$ 47,741.36	Terminal Expansion - AIP76 Eligible Local
03/13/2023	860026	Sletten Const	Airport	$ 40,388.57	Terminal Expansion - Ineligible Costs
03/13/2023	860029	Steiner Thuesen	Park Dist 1	$ 2,894.60	WO 23-31 Millice Park Irrigation System Replacement
03/13/2023	860029	Steiner Thuesen	Park Dist 1	$ 3,156.60	WO 23-32 Gorham park Irrigation System Replacement
03/13/2023	860029	Steiner Thuesen	Park Dist 1	$ 3,156.60	WO 23-33 Grandview Park Irrigation System Replacement
03/13/2023	860032	Swank Ent	Solid Waste	$ 508,877.82	WO 22-37 Landfill Drop-Off Building Repairs -Construction
03/13/2023	860033	SWARCO McCain	Street/Traffic	$ 7,733.00	signal supplies
03/13/2023	860033	SWARCO McCain	Street/Traffic	$ 1,254.00	alum visor signal supplies
03/13/2023	860037	Tel Net System	Stillwater Const	$ 77,556.37	WO 22-42 IT Conduit to Stillwater Building; Payment 1 FINAL
03/13/2023	860039	Tetra Tech	Solid Waste	$ 11,226.38	surface emission and groundwater monitoring and reporting
03/13/2023	860040	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract
03/13/2023	860040	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract
03/13/2023	860041	Tire-Rama	Solid Waste	$ 1,734.00	Tire purchase and repair. Collections.
03/13/2023	860041	Tire-Rama	Solid Waste	$ 4,351.50	Tire purchase and repair. Collections.
03/13/2023	860041	Tire-Rama	Solid Waste	$ 4,822.50	Tire purchase. Collections.
03/13/2023	860041	Tire-Rama	Solid Waste	$ 963.00	Tire purchase. Collections.
03/13/2023	860041	Tire-Rama	Solid Waste	$ 4,501.00	Tire purchase. Collections.
03/13/2023	860041	Tire-Rama	Street/Traffic	$ 25.00	1050043227
03/13/2023	ACH	Town & Co Supply	Airport	$ 7,151.56	1901 Gallons Dyed#1
03/13/2023	ACH	Town & Co Supply	Fleet	$ 14,065.58	432117
03/13/2023	ACH	Town & Co Supply	Fleet	$ 5,209.22	432117
03/13/2023	ACH	Town & Co Supply	Fleet	$ 16,365.27	432118
03/13/2023	ACH	Town & Co Supply	Fleet	$ 7,667.20	432118
03/13/2023	ACH	Town & Co Supply	Fleet	$ 2.92	432119
03/13/2023	ACH	Town & Co Supply	Fleet	$ 6,280.36	432119
03/13/2023	ACH	Town & Co Supply	Fleet	$ 8,906.43	432119
03/13/2023	ACH	Town & Co Supply	Water	$ 13,424.64	433660
03/13/2023	ACH	Town & Co Supply	Water	$ 17,496.57	433660
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,387.30	BLCS0801806

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03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 2,284.36	BLCS0802012
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 101.00	BLCS0802012
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 434.33	BLWO0222300
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 199.00	BLWO0222300
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 2,271.80	BLWO0222417
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 342.00	BLWO0222417
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 342.00	BLWO0222418
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 2,504.71	BLWO0222418
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 548.88	BLWO0222502
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 342.00	BLWO0222502
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,627.15	BLWO0222531
03/13/2023	ACH	Tractor & Equipt	Solid Waste	$ 1,960.50	BLWO0222531
03/13/2023	860045	Uniforms2gear	PD Program	$ 2,433.36	020671,vests
03/13/2023	860045	Uniforms2gear	PD Program	$ 6,083.40	020820, vests
03/13/2023	860045	Uniforms2gear	Public Safety	$ 1,056.89	020697,pants
03/13/2023	860045	Uniforms2gear	Public Safety	$ 92.50	020705,belt keepers
03/13/2023	860048	United Way- Ylwstn Co	Public Safety	$ 48,736.30	Low Barrier Shelter Grant Agreement with Continuum of Care
03/15/2023	ACH	US Bank PCards	Airport	$ 26.97	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 50.17	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 38.84	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 217.84	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 316.80	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 88.73	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 25.25	Amazon.Com*Gl2P765P3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 350.00	American Association O - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ (306.00)	Amzn Mktp Us - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 21.20	Amzn Mktp Us*2553A0773 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 22.19	Amzn Mktp Us*4K5Nd1703 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 95.90	Amzn Mktp Us*Aa06A0Q43 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 25.74	Amzn Mktp Us*F66Fl92J3 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 63.57	Amzn Mktp Us*He0933Sj2 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 185.99	Amzn Mktp Us*He7Ef7Ga1 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 120.95	Amzn Mktp Us*He97H7Yu0 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 15.49	Amzn Mktp Us*He9S10421 - PCard

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03/15/2023	ACH	US Bank PCards	Airport	$ 55.96	Amzn Mktp Us*Jy1P781L3 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 43.09	Amzn Mktp Us*L36Ce6Ab3 Am - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 382.99	Amzn Mktp Us*Mn7Gg4Wk3 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 159.99	Amzn Mktp Us*Yg2L93B23 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 9.00	Applied Ind Tech 2422 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 175.00	Arma International - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 400.00	Batteries+Bulbs #0253 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 55.00	Billing Times Publishi - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 119.00	Billings Clinic Ctc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 228.80	Billings Kubota Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 692.00	Billings Overhead Door In - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,683.25	City Of Billiings Buildin - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 558.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 176.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 536.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 103.99	Dtv*Directv Service - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 212.29	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 121.59	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 141.47	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 134.17	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 255.55	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 354.98	Econoprint - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 204.33	Edge Construction Supp - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 629.84	Edge Construction Supp - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 130.64	Edge Construction Supp - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 144.98	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 43.97	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 15.65	Fastenal Company 01Mtbll - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 92.62	Ferguson Ent #1342 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 124.40	Galls - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 424.20	Galls - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ (462.00)	Galls - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 622.95	General Safety Equipment - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,156.02	Grainger - PCard

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03/15/2023	ACH	US Bank PCards	Airport	$ 126.38	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 50.63	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 878.62	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 12.66	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,499.00	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 36.96	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 18.99	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 6.99	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 64.00	In *Cotter'S Sewer, Inc. - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 60.06	Jares Fence Company Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 210.00	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,893.42	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,210.36	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ (78.27)	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,356.69	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 54.00	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 97.32	Kimball Midwest Payeezy - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 15.48	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 15.98	Lockwood Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 106.92	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,517.04	Lp Anderson - Point S, Dt - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 48.50	Lp Anderson - Point S, Dt - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,791.82	Mb Companies - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 168.90	Minuteman Press Billing - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 107.91	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 108.93	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 500.51	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 615.57	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 394.80	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 149.42	Norco Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 218.65	Northwest Pipe Fittings - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 86.97	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 183.83	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 157.81	O'Reilly Auto Parts 1551 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Airport	$ 152.00	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 60.32	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 720.00	Paypal *Baugh - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 175.94	Pzg**Mt Dept Transport - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 150.94	Pzg**Mt Dept Transport - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 100.94	Pzg**Mt Dept Transport - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 55.94	Pzg**Mt Dept Transport - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 10.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 107.35	Quadient Inc Oracle - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 89.99	Shiptons Big R Service - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 104.98	Shiptons Big R Service - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ (94.99)	Shiptons Big R Service - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 161.92	Shipton'S Big R-West - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 80.00	Spic And Span - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 46.50	Spic And Span - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 44.00	Spic And Span - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 160.00	Spic And Span - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,830.00	Sq *Skyline Services, Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,055.00	Sq *Skyline Services, Inc - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 63.11	Terminal Supply - Troy 1 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 42.74	The Ups Store 2594 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 67.94	Tlf*Rhythm And Blooms - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ (513.91)	Torgersons Billings 002 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 513.91	Torgersons Billings 002 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 205.87	Uline *Ship Supplies - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 76.65	Uline *Ship Supplies - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ (133.38)	Wal-Mart #4412 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Airport	$ 133.38	Wm Supercenter #4412 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 160.40	Www.Brownellsinc.Com - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 745.81	Yellowstone Electric Comp - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,692.00	Yellowstone Electric Comp - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 1,329.36	Yellowstone Electric Comp - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 14.99	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	Airport	$ 155.00	Ztl*Zee Creative - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 46.99	Amzn Mktp Us*Us3Bf8Ip3 Am - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 20.00	Iaei - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 130.00	Iapmo - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 230.00	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 290.00	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 150.00	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 290.00	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 97.25	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 42.01	Kelley Connect - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 131.66	Ls Mitchell Appliance - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 95.40	Lucid Software Inc. - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 7.79	Samsclub #4805 - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 23.22	Samsclub.Com - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 155.00	Sq *Auto Auction Of Monta - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 28.00	Sq *Soup And Such - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 11.99	Test Prep Training - PCard
03/15/2023	ACH	US Bank PCards	Building	$ 37.95	Ttp*Taunton Publisher - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 34.88	Albertsons #0047 - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 19.49	Amazon.Com*025Qw7173 Amzn - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 6.88	Amazon.Com*C279E2K23 Amzn - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 21.28	Amzn Mktp Us*Go43U2V33 - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 11.30	Amzn Mktp Us*Hu24N9Cw3 - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 122.09	Amzn Mktp Us*Ux0T59453 - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 12.95	Canva* I03679-20349493 - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 375.20	Cherry Tree Inn - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 1,928.80	Cncs - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 1,350.16	Cncs - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	CDBG	$ 300.00	Eb Community Building - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 41.95	Ole S Pizza And Spaghetti - PCard
03/15/2023	ACH	US Bank PCards	CDBG	$ 107.50	The Burger Dive - PCard
03/15/2023	ACH	US Bank PCards	Central Service	$ 575.02	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Central Service	$ 917.05	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Central Service	$ 683.21	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 100.00	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 109.90	Albertsons #4025 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 27.21	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 40.00	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 38.80	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 105.00	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 30.38	Amzn Mktp Us*He8Mt5961 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 7.50	Dollar Tree - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 26.25	Dollar Tree - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 20.99	Great American Bagel - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 94.72	Idu*Insight Public Sec - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 59.96	Krispy Kreme #0582 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 54.85	Sober Camel - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 119.60	Sq *Wild Rose Paintball / - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 44.14	Target 00001719 - PCard
03/15/2023	ACH	US Bank PCards	Court Grants	$ 60.88	Wal-Mart #1956 - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 281.43	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 100.00	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 68.80	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 54.50	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 21.50	Batteries+Bulbs #0253 - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 71.34	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 245.11	Davis Instruments - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 107.40	Davis Instruments - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 323.52	Heritage Inn Great Fal - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 395.94	In *Timemark Incorporated - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 25.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 400.00	Montana Contractors As - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Engineering	$ 1,666.00	Pzg**Mt Dept Environ Q - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 725.00	Pzg**Mt Dept Environ Q - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 240.00	Selbys - PCard
03/15/2023	ACH	US Bank PCards	Engineering	$ 409.86	Selbys - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 25.76	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 12.50	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 75.00	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 160.00	Alpine Plumbing Heating A - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 27.99	Amzn Mktp Us*He86I5Zm2 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 30.00	Billings Overhead Door In - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 24.48	Chalet Market - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 113.88	Dakota Supply Group - Bil - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 180.16	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 161.63	Ecolab Inc - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 73.47	Econoprint - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 54.00	Edge Construction Supp - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 67.49	Fastenal Company 01Mtbll - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 21.27	Ferguson Ent - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 78.44	Fsp*Masterlube 3-Main St - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 175.88	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 177.46	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 150.00	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 53.96	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 21.99	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 165.86	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 218.62	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 649.90	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 272.96	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 7.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 8.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 3.60	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 19.98	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 63.81	Msc - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 59.50	Nara Restaurant - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Facilities	$ 189.71	Northstock, Inc. - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 487.08	Selbys - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 110.24	Sq *Koinonia Laundry - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 213.64	Sq *Koinonia Laundry - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 94.52	Sq *Koinonia Laundry - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 196.40	Sq *Koinonia Laundry - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 1,785.00	Sq *Rolling Right Door Se - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 1,015.00	Sq *Skyline Services, Inc - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 65.89	Tacoma Screw Products Inc - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 19.48	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 21.14	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ (26.24)	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 20.54	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 17.89	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 28.51	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 85.42	The Home Depot 3101 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 84.29	The Ups Store 2594 - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 160.00	Timberland Ecomm - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ (160.00)	Timberland Ecomm - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 6.00	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 12.00	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Facilities	$ 71.00	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Fire Grants	$ 53.78	The Mail Drop - PCard
03/15/2023	ACH	US Bank PCards	Fleet	$ 19.94	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Fleet	$ 784.75	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Fleet	$ 24.52	Amzn Mktp Us*G52020Hx3 Am - PCard
03/15/2023	ACH	US Bank PCards	General	$ 1.98	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 2,881.00	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 66.37	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 91.47	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 57.98	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 809.39	A And H Turf And Specialt - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	General	$ 12.99	Adobe *800-833-6687 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
03/15/2023	ACH	US Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
03/15/2023	ACH	US Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
03/15/2023	ACH	US Bank PCards	General	$ 60.63	Adobe *Creative Cloud - PCard
03/15/2023	ACH	US Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
03/15/2023	ACH	US Bank PCards	General	$ 14.99	Adobe *Pdf Pack Subs - PCard
03/15/2023	ACH	US Bank PCards	General	$ 23.88	Adobe Exportpdf Sub - PCard
03/15/2023	ACH	US Bank PCards	General	$ 28.37	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 32.42	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 19.42	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 24.33	Albertsons #1227 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 9.99	Albertsons #1227 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 24.36	Amazon.Com*3T4N83Yw3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 68.62	Amazon.Com*3T4N83Yw3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 35.06	Amazon.Com*614E10Z53 Amzn - PCard
03/15/2023	ACH	US Bank PCards	General	$ 61.99	Amazon.Com*6U7Cq5Zj3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 73.65	Amazon.Com*8N3Ok1573 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 479.97	Amazon.Com*He9Be62Z0 Amzn - PCard
03/15/2023	ACH	US Bank PCards	General	$ 350.00	American Society Of Land - PCard
03/15/2023	ACH	US Bank PCards	General	$ 350.00	American Society Of Land - PCard
03/15/2023	ACH	US Bank PCards	General	$ 4.99	Ampd Strong - PCard
03/15/2023	ACH	US Bank PCards	General	$ 14.99	Ampd Strong - PCard
03/15/2023	ACH	US Bank PCards	General	$ (9.99)	Amzn Mktp Us Amzn.Com/Bil - PCard
03/15/2023	ACH	US Bank PCards	General	$ 19.83	Amzn Mktp Us*1W9Tv2Is3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 51.88	Amzn Mktp Us*2Y20O4Wc3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 18.99	Amzn Mktp Us*484Cm0U33 Am - PCard
03/15/2023	ACH	US Bank PCards	General	$ 29.99	Amzn Mktp Us*601Qh48L3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 30.23	Amzn Mktp Us*732452Ec3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 19.49	Amzn Mktp Us*He04A1Iq0 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 18.99	Amzn Mktp Us*He0Qj54G0 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 31.93	Amzn Mktp Us*He0T281Y1 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 15.99	Amzn Mktp Us*He4A16Td1 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 221.46	Amzn Mktp Us*He6Fj8Jw2 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	General	$ 149.99	Amzn Mktp Us*He7S93Ni0 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 9.95	Amzn Mktp Us*He84W4Rw0 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 130.13	Amzn Mktp Us*He9Gx3G81 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 21.99	Amzn Mktp Us*He9W09C62 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 236.00	Amzn Mktp Us*He9Zl2Fr2 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 50.99	Amzn Mktp Us*Hn0I15Db3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 121.42	Amzn Mktp Us*Hp26L4Tm0 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 66.93	Amzn Mktp Us*Hp3P05Qt0 Am - PCard
03/15/2023	ACH	US Bank PCards	General	$ 58.48	Amzn Mktp Us*Kk49284R3 Am - PCard
03/15/2023	ACH	US Bank PCards	General	$ 11.99	Amzn Mktp Us*Rc9Ny4K23 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 12.89	Amzn Mktp Us*Uu4My1Xp3 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 14.95	Amzn Mktp Us*Zt6924O23 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 144.50	Associatio* The Nrpa C - PCard
03/15/2023	ACH	US Bank PCards	General	$ 295.00	Associatio* The Nrpa C - PCard
03/15/2023	ACH	US Bank PCards	General	$ 59.91	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	General	$ 417.00	Billings Ink And Toner, I - PCard
03/15/2023	ACH	US Bank PCards	General	$ 241.50	Bin 119 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 253.77	Buddy Punch - PCard
03/15/2023	ACH	US Bank PCards	General	$ 124.63	Chalet Market - PCard
03/15/2023	ACH	US Bank PCards	General	$ 77.41	Chalet Market Downtown - PCard
03/15/2023	ACH	US Bank PCards	General	$ 71.83	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 3.75	Dollar Tree - PCard
03/15/2023	ACH	US Bank PCards	General	$ 93.32	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	General	$ 474.19	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	General	$ 288.16	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	General	$ 29.90	Efilemyforms.Com - PCard
03/15/2023	ACH	US Bank PCards	General	$ 254.78	Epic Sports - PCard
03/15/2023	ACH	US Bank PCards	General	$ 237.60	Esoft Planner - PCard
03/15/2023	ACH	US Bank PCards	General	$ 54.00	Graphic Imprints - PCard
03/15/2023	ACH	US Bank PCards	General	$ 349.29	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	General	$ 144.88	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	General	$ 156.04	Hose And Rubber Supply Bi - PCard
03/15/2023	ACH	US Bank PCards	General	$ 155.36	Hotelscom7248290367180 - PCard
03/15/2023	ACH	US Bank PCards	General	$ (155.36)	Hotelscom7248290367180 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	General	$ 225.00	Icma Online - PCard
03/15/2023	ACH	US Bank PCards	General	$ 172.10	Jersey Mikes Online Orde - PCard
03/15/2023	ACH	US Bank PCards	General	$ 119.83	Jimmy Johns - 1646 - E - PCard
03/15/2023	ACH	US Bank PCards	General	$ 240.50	Juli Pierce Law Pllc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 42.01	Kelley Connect - PCard
03/15/2023	ACH	US Bank PCards	General	$ 38.50	Kelley Connect - PCard
03/15/2023	ACH	US Bank PCards	General	$ 83.97	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	General	$ 19.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	General	$ 180.15	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	General	$ 23.98	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	General	$ 131.67	Ls Mitchell Appliance - PCard
03/15/2023	ACH	US Bank PCards	General	$ 562.25	Lundvall Law Office - PCard
03/15/2023	ACH	US Bank PCards	General	$ 402.30	Meadow Green Sales - PCard
03/15/2023	ACH	US Bank PCards	General	$ 765.90	Meadow Green Sales - PCard
03/15/2023	ACH	US Bank PCards	General	$ 20.00	Montana Secretary State - PCard
03/15/2023	ACH	US Bank PCards	General	$ 250.00	Montana Society Of Certif - PCard
03/15/2023	ACH	US Bank PCards	General	$ 127.74	National Academy Of Spor - PCard
03/15/2023	ACH	US Bank PCards	General	$ 389.00	National Business Inst. - PCard
03/15/2023	ACH	US Bank PCards	General	$ 31.00	Northern Hotel - Berni - PCard
03/15/2023	ACH	US Bank PCards	General	$ 703.57	Northern Hotel - PCard
03/15/2023	ACH	US Bank PCards	General	$ 92.84	Office Depot #1080 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 96.89	Office Depot #1080 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 262.49	Office Depot #1080 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 465.96	Office Depot #1080 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 35.53	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 54.97	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 57.68	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 27.59	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 25.09	Office Depot #450 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 351.95	Otc Brands Inc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 400.00	Paypal *3Cma - PCard
03/15/2023	ACH	US Bank PCards	General	$ 175.00	Paypal *Goscma Goscma - PCard
03/15/2023	ACH	US Bank PCards	General	$ 32.00	Pepsicola Bottling Compan - PCard
03/15/2023	ACH	US Bank PCards	General	$ 29.99	Pound Fitness - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	General	$ 2.99	Remarkable - PCard
03/15/2023	ACH	US Bank PCards	General	$ 37.98	Samsclub #4805 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 7.79	Samsclub #4805 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 23.22	Samsclub.Com - PCard
03/15/2023	ACH	US Bank PCards	General	$ 198.99	Shiptons Big R Heights - PCard
03/15/2023	ACH	US Bank PCards	General	$ 23.98	Shipton'S Big R-West - PCard
03/15/2023	ACH	US Bank PCards	General	$ 79.99	Spectrum - PCard
03/15/2023	ACH	US Bank PCards	General	$ 9.99	Spotify - PCard
03/15/2023	ACH	US Bank PCards	General	$ 74.50	Sq *Mt Mobile Shred - PCard
03/15/2023	ACH	US Bank PCards	General	$ 28.00	Sq *Soup And Such - PCard
03/15/2023	ACH	US Bank PCards	General	$ 35.00	Stacked A Montana Grill - PCard
03/15/2023	ACH	US Bank PCards	General	$ 20.00	Textmagic.Com - PCard
03/15/2023	ACH	US Bank PCards	General	$ 50.00	Textmagic.Com - PCard
03/15/2023	ACH	US Bank PCards	General	$ 504.22	The Home Depot 3101 - PCard
03/15/2023	ACH	US Bank PCards	General	$ (504.22)	The Home Depot 3101 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 682.69	Thomson West*Tcd - PCard
03/15/2023	ACH	US Bank PCards	General	$ 50.95	Tire Rama 101 Bc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 17.05	Wal-Mart #2923 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 36.43	Wal-Mart #2923 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 17.80	Wal-Mart #2923 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 12.00	Wal-Mart #2923 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 100.00	Wheniwork.Com - PCard
03/15/2023	ACH	US Bank PCards	General	$ 187.68	Yardparts - PCard
03/15/2023	ACH	US Bank PCards	General	$ 499.00	Ym Careers - PCard
03/15/2023	ACH	US Bank PCards	General	$ 45.00	Zeecreativeinc - PCard
03/15/2023	ACH	US Bank PCards	General	$ 14.99	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 44.97	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 17.80	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 57.05	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	General	$ 72.39	Zumba Fitness - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	General	$ 35.00	Zumbini - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 123.98	Amazon.Com*6U7Cq5Zj3 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 19.96	Amazon.Com*Fi7O29E23 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ (34.97)	Amzn Mktp Us - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 85.98	Amzn Mktp Us*7O60V0B83 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 14.77	Amzn Mktp Us*8P96G7Iu3 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 44.95	Amzn Mktp Us*Ai46Z1Ho3 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 73.08	Amzn Mktp Us*Ea0Oa67H3 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 149.98	Amzn Mktp Us*He5Bm55I2 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 34.97	Amzn Mktp Us*Hl9Nn7Ek3 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 12.99	Amzn Mktp Us*L05Wx5N73 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 484.00	Digicert Inc - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 1,818.94	Idu*Insight Public Sec - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 79.00	Isc2 - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 548.60	Rapidsupplies.Com - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 3,000.00	Safedns.Com - PCard
03/15/2023	ACH	US Bank PCards	IT Resources	$ 39.98	Wasabi Technologies - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 874.80	American Ai 0012367628850 - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 874.80	American Ai 0012367628851 - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 874.80	American Ai 0012367628852 - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 874.80	American Ai 0012367628853 - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 660.80	Hotelscom7248153996726 - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	Legal Grants	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	Library	$ (107.95)	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 107.95	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 87.50	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 24.98	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 30.95	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 4.69	Albertsons #0038 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 23.52	Albertsons #1227 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Library	$ 3.79	Albertsons #4025 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 25.92	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 5.98	Albertsons #4041 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 101.00	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 13.24	Amazon.Com*0L47089A3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 9.99	Amazon.Com*1S96E03D3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 14.80	Amazon.Com*2A1015Lk3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 7.48	Amazon.Com*3Q0Wk9B43 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 30.26	Amazon.Com*3R82B5Zy3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 77.98	Amazon.Com*7H23S5A93 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 23.00	Amazon.Com*7R4Rl6Is3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 17.99	Amazon.Com*818Ii6Oj3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 46.51	Amazon.Com*8S8K36Bz3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 19.99	Amazon.Com*Ba4Eg42C3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 8.99	Amazon.Com*Hp5S36H20 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 51.17	Amazon.Com*J567B0P03 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 16.68	Amazon.Com*Pf9Uq3Ae3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 61.35	Amazon.Com*Vz1Yu1X23 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 58.41	Amazon.Com*X571P6Jd3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 11.79	Amazon.Com*Z66Eh8Ou3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 14.92	Amzn Mktp Us*1T10O3A73 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 11.76	Amzn Mktp Us*6B9Yh4Bk3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 19.95	Amzn Mktp Us*7N9405Tz3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 14.99	Amzn Mktp Us*801R90Cr3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 6.99	Amzn Mktp Us*Af88J0Kg3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 6.99	Amzn Mktp Us*Bj55I3773 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 9.49	Amzn Mktp Us*Bj55I3773 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 23.96	Amzn Mktp Us*Br3Ce3503 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 10.99	Amzn Mktp Us*Fw5609Er3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 13.99	Amzn Mktp Us*Gv5Ii55A3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 29.99	Amzn Mktp Us*Gy5Bg0Wy3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 29.99	Amzn Mktp Us*H902K9Ia0 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 34.12	Amzn Mktp Us*He3Xg2Wh1 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 65.47	Amzn Mktp Us*He4Kp3Lg1 Am - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Library	$ 33.78	Amzn Mktp Us*He5432Yz2 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 44.72	Amzn Mktp Us*He5Kr3E60 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 15.99	Amzn Mktp Us*He5Ng83P2 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 16.63	Amzn Mktp Us*He7866260 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 29.99	Amzn Mktp Us*He8407G50 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 35.35	Amzn Mktp Us*He8Bf0110 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 22.41	Amzn Mktp Us*He8Z87A20 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 7.88	Amzn Mktp Us*Hf61F7Wo3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 8.95	Amzn Mktp Us*Ht57M7Ba3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 24.99	Amzn Mktp Us*Oy1Xz7Rl3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 12.47	Amzn Mktp Us*Ra45N6Iw3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 11.99	Amzn Mktp Us*S352O9R83 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 22.00	Amzn Mktp Us*T08R26Fd3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 32.92	Amzn Mktp Us*W763C2B63 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 13.04	Amzn Mktp Us*Xt6H75Aw3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 24.99	Amzn Mktp Us*Z229M46C3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 6.10	Amzn Mktp Us*Zy4Uf8Oz3 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 26.10	Barnes&Noble Papersource - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 1.59	Billings Hardware & Servi - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 10.98	Billings Hardware & Servi - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 48.64	Billings Hardware & Servi - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 20.91	Brodart Supplies - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 119.99	Canva* I03701-17214933 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 70.45	Collaborative Summer Libr - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 1,949.65	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 252.99	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 8.72	Facebk 6Fy7Nmpqq2 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 25.00	Facebk D9Qq8Mxqq2 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 25.00	Facebk Wrle6Mkqq2 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 62.69	Fisher'S Technology - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 34.00	Gan*Usatodaycirc - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 103.21	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 180.00	In *Sensource, Inc. - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 6.48	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Library	$ (6.48)	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 9.99	Microsoft*Subscription - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 37.59	Napa Store 3547007 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 20.00	Ntl Cntr For Safety - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 60.16	Samsclub #4805 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 15.00	Target.Com * - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 1.95	The Daily Interlake - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 45.88	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 232.75	Uline *Ship Supplies - PCard
03/15/2023	ACH	US Bank PCards	Library	$ 13.50	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 1,447.07	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 22.96	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 213.68	Best Western Plus Butt - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 19.99	Billingsgazettethriftynck - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 16.00	Conoco - Conomart Iv - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 315.00	Jsecbillings.Org - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 132.00	Mackenzie River Pizza - - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 249.99	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	P.W. Admin	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 26.99	Amzn Mktp Us*Xr9Hy5C93 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 27.88	Amzn Mktp Us*Yl0M05Go3 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 10.00	Amzn Mktp Us*Zx4Ae7353 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 25.98	Autozone #3772 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 25.98	Autozone #3772 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 45.96	Autozone #3772 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 58.73	Bestbuycom806735981774 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 4.93	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 2.37	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 40.68	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 38.35	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 444.71	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 325.20	Billings - Tacoma Screw P - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 490.00	Billings Chamber Of Comme - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 22.64	Bloedorn Lumber Co- Bi - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 31.23	Border States Industries - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 36.13	Border States Industries - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 140.24	Bridger Steel National - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 225.05	Bridger Steel National - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 136.20	C&B Billings - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 15.00	Cab Store Billings, Mt - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 288.16	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 31.47	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 19.99	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 73.98	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 45.47	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 22.68	Graybar Electric - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 94.94	Graybar Electric Company - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 41.97	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 26.98	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 19.99	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 13.77	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 15.00	Henderson Usa Recreation - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 134.07	Hose And Rubber Supply Bi - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 221.89	Interstate Battery Of The - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 106.36	Interstate Battery Of The - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 1,376.00	Jares Fence Company Inc - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 11.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 6.10	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 3.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 11.97	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 436.42	Kois Brothers Equipment B - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 298.00	Lisacs Billingstire Sp - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 35.88	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 12.10	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 15.98	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 119.98	Lowes #00319* - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 36.04	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 182.32	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ (5.48)	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 26.34	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 17.44	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 528.82	Midland Implement Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 387.90	Midland Implement Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 151.56	Midland Implement Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 178.48	Midland Implement Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 161.72	Midland Implement Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 25.30	Motor Power Equipment Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 6.44	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 105.35	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 210.18	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 43.96	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ (8.15)	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 15.90	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 150.44	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 1,383.30	Nc The Cat Rental Stor - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 14.66	Norco Inc - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 305.20	Northwest Pipe Fittings - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 9.19	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 18.07	Office Depot #450 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 75.00	Paypal *Mucfa - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 155.45	Platt Electric 800 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 10.00	Psu Cooperative Extension - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 155.35	Pzg**Mt Dept Of Ag Onl - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 27.23	Ratco Trailer And Hitch - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 130.00	Ratco Trailer And Hitch - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 251.82	Rdoce Bil 020112 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 85.00	Reliable Tent Awning Co - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 150.00	Scheels Billings - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 23.98	Shiptons Big R Heights - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 4.49	Shipton'S Big R-East - PCard

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03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 64.98	Shipton'S Big R-West - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 87.98	Shipton'S Big R-West - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 28.00	Snappyduds - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 84.00	Sq *Pc&C - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 120.00	Summit Fire & Security - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 49.69	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 34.97	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 347.11	Tire Rama 105 It - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 503.40	Tractor & Equipment - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 504.01	Vermeer Mountain West, In - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 614.59	Yardparts - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 76.18	Yellowstone Polaris - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Park Dist 1	$ 46.00	Ztl*Zee Creative - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 374.25	Ace Electric - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 374.25	Ace Electric - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 374.25	Ace Electric - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 535.64	Air Controls-Billings - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 105.00	Air Controls-Billings - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 10.59	Amzn Mktp Us*3K84855P3 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 21.97	Amzn Mktp Us*M15Uy6Sj3 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 25.39	Amzn Mktp Us*M57E762X3 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 1.00	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 89.12	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 76.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 31.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 54.00	Dpt Client Pmts - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 1,106.19	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 8.00	Family Dollar #11231 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 38.81	Fedex 98045467 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 14.99	Holiday Stations 0274 - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 43.20	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 43.20	Kb Commercial Products - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 43.18	Kb Commercial Products - PCard

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03/15/2023	ACH	US Bank PCards	Parking	$ 0.82	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 280.00	Sq *Skyline Services, Inc - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 330.00	Sq *Skyline Services, Inc - PCard
03/15/2023	ACH	US Bank PCards	Parking	$ 470.00	Sq *Skyline Services, Inc - PCard
03/15/2023	ACH	US Bank PCards	Parks Maint	$ 46.63	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Parks Maint	$ 19.45	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Parks Maint	$ 288.83	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Parks Maint	$ 164.42	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Parks Maint	$ 40.24	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Parks Maint	$ 20.24	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 252.66	Airbnb Hmxpbj4Krc - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 600.00	Covert Track Group Inc - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 199.00	Dji.Com - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 802.90	Drury Inns - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 18.19	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 264.97	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ (44.99)	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 182.28	Sheraton Dallas - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 1,785.00	United 0162465954842 - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 45.00	United 0169831071857 - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 1,119.35	United Pkgs *Vacation - PCard
03/15/2023	ACH	US Bank PCards	PD Program	$ 37.50	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Phone System	$ 37.98	Amzn Mktp Us*G52020Hx3 Am - PCard
03/15/2023	ACH	US Bank PCards	Phone System	$ 19.99	Amzn Mktp Us*He8Mt5961 - PCard
03/15/2023	ACH	US Bank PCards	Phone System	$ 1,724.25	Discountcell Inc - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 6.59	Amazon.Com*F97Af3Jt3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 23.62	Amazon.Com*He0V17Oe2 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 28.94	Amazon.Com*Vr07U9V93 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 840.00	American Planning A - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 150.00	American Planning A - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 51.00	American Water Technol - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 10.99	Amzn Mktp Us*He3Ip3Or2 Am - PCard

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03/15/2023	ACH	US Bank PCards	Planning	$ 22.99	Amzn Mktp Us*He47Y8Zr0 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 253.44	Dd Doordash Dickeysba - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 51.56	Dd Doordash Pizzaranc - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 51.56	Dd Doordash Pizzaranc - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 125.00	Dd Doordash Pizzaranc - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 51.56	Dd Doordash Pizzaranc - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 219.54	Jimmy Johns - 1646 - E - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 42.02	Kelley Connect - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 131.67	Ls Mitchell Appliance - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 65.00	Montana Association Of Pl - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 14.98	Samsclub #4805 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 7.78	Samsclub #4805 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 23.23	Samsclub.Com - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 28.00	Sq *Soup And Such - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ (29.97)	Target 00001719 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 29.97	Target 00001719 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 945.40	United 0167914630981 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 34.93	Wm Supercenter #1956 - PCard
03/15/2023	ACH	US Bank PCards	Planning	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 59.99	2Checko*Malwarebytes - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 80.04	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 24.87	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 538.65	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 495.00	911 Training Institute - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 495.00	911 Training Institute - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 495.00	911 Training Institute - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 7.96	Albertsons #0630 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.64	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 27.60	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 26.35	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 30.09	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Public Safety	$ 254.85	Amazon.Com*H51Cr24T3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 129.52	Amazon.Com*He3R47Mn2 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 49.99	Amazon.Com*He4Lb3Kc1 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 48.23	Amazon.Com*Hp4Jt2Pv0 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 106.66	Amazon.Com*Ju7Cg5Ko3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 71.94	Amazon.Com*Rq2Gk5Fh3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 29.31	Amazon.Com*Tw6Kp2N63 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 143.99	Amazon.Com*Ty2K177Z3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 320.40	Amazon.Com*Ye56M42S3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 253.80	Amzn Mktp Us*0L4Bm4Br3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 7.49	Amzn Mktp Us*1M7A12Sy3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 19.94	Amzn Mktp Us*1M7A12Sy3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 115.08	Amzn Mktp Us*2V1L10Cn3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.98	Amzn Mktp Us*3X2689Dm3 Am - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 6.17	Amzn Mktp Us*4W2Xw18S3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 146.14	Amzn Mktp Us*Ah43V8Ny3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 47.98	Amzn Mktp Us*Aj7Uu8933 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 249.94	Amzn Mktp Us*Fx7F38Do3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 18.99	Amzn Mktp Us*G52020Hx3 Am - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 14.82	Amzn Mktp Us*He1Zt91H2 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 33.98	Amzn Mktp Us*He2G198Y1 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 101.96	Amzn Mktp Us*He2Ng9Wa1 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 26.93	Amzn Mktp Us*He48C23O2 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 338.16	Amzn Mktp Us*He4Iw20M2 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 65.89	Amzn Mktp Us*He6Ta99X1 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 57.37	Amzn Mktp Us*He7Ro82L1 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 14.95	Amzn Mktp Us*Hp3Ci2Z70 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 32.37	Amzn Mktp Us*Hx8271Fs2 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 196.78	Amzn Mktp Us*Jc4Yt1293 Am - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 239.00	Amzn Mktp Us*N35Zl9Z63 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 50.86	Amzn Mktp Us*R82R48Tk3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 111.13	Amzn Mktp Us*Rm3T80Eg3 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 15.12	Amzn Mktp Us*Su0R16R43 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 57.10	Amzn Mktp Us*V88137573 - PCard

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03/15/2023	ACH	US Bank PCards	Public Safety	$ 29.00	Amzn Mktp Us*Ws8Og1L83 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 37.39	Amzn Mktp Us*Z34Q24S93 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 14.95	Amzn Mktp Us*Zt6924O23 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 200.00	Apco International Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,397.20	Arkon Resources - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 147.45	Arkon Resources - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 44.99	Awl*Pearson Education - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,149.80	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 61.98	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,726.52	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 2,827.00	Balco Uniform Co Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 13.50	Batteries+Bulbs #0253 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 151.06	Benstoegerproshop Com - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 74.97	Best Buy 00005926 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 59.96	Best Buy 00005926 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 165.08	Best Western Plus Gran - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 165.08	Best Western Plus Gran - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 198.00	Billings Clinic Ctc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 26.99	Billingsgazettethriftynck - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 913.18	Bucking Horse Outpost - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 107.40	C & H Precision Weapons - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 149.99	Cab Store Billings, Mt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 274.95	Carlson'S Choke Tubes - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 3,850.00	Cellebrite Inc. - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 46.34	Cenex Zip Trip09912874 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 650.00	Center For Public Safety - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 402.75	Central Electric Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 3.61	Corporate Translate - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 80.84	Corporate Translate - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 207.17	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 266.52	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ (75.00)	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 2,318.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 120.00	Dalejaxdoorglass - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Public Safety	$ 478.40	Delta Air 0062362251545 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,030.15	Dmi* Dell Bus Online - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 165.94	Ds Discount Furniture Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 79.80	Easterseals Goodwill - Bi - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 114.21	Easterseals Goodwill - Bi - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 199.80	Emergency Medical Produc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,234.44	Evolve Vacation Rental - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 150.00	Fbi National Academy Asso - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,087.90	Hampton Inn Camarillo - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 2,400.00	Hanser Wrecker Company - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 398.29	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 214.36	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 137.46	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 3.68	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 192.23	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 136.78	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 246.73	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 382.38	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 44.99	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 584.60	Hilton Hotels - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 605.27	Hilton Hotels - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 74.99	Hlu*Hulu 2290711202490-U - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 200.00	Iaai - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 465.92	Idu*Insight Public Sec - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,842.07	Idu*Insight Public Sec - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 185.34	Idu*Insight Public Sec - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 429.47	Idu*Insight Public Sec - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,624.00	In *Fileonq - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 283.00	In *Universal Awards - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 2,107.69	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 900.00	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 600.00	Int'L Code Council Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 292.24	Iron Mountain - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 23.40	Kb Commercial Products - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Public Safety	$ 7.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 491.00	Knox Company Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 50.00	La Taqueria Downtown Cate - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 60.50	Life Assist Inc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,183.70	Mgm Grand - Adv Dep - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 150.00	Missouri River Brewing - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Montana Fire Chiefs Assoc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 275.00	National Academies Of Eme - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 32.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 32.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 32.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 32.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 50.00	National Technical Invest - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 755.60	Nfpa Natl Fire Protect - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 157.95	Nfpa Natl Fire Protect - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 120.95	Nfpa Natl Fire Protect - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 181.50	Nfpa Natl Fire Protect - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 69.99	Office Depot #2135 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 112.38	Orleans Hotel & Casino - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 65.00	Paypal *Iape Iape - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 300.00	Paypal *Mountainsta - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 300.00	Paypal *Mountainsta - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 300.00	Paypal *Mountainsta - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Public Safety	$ 300.00	Paypal *Mountainsta - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 300.00	Paypal *Mountainsta - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 154.70	Primary Arms - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 55.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,107.33	Raven'S Cafe D'Art - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 150.00	Residence Inn Billings - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 25.61	Rocky Mountain College - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 4,307.55	Salt Lake Wholesale Sport - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 414.00	Silver Threads - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 264.19	Spectrum - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 200.00	Sq *Montana Association O - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 160.00	Sq *On A Mission Llc - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ (375.35)	State Chemic*State Che - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 201.30	State Chemic*State Che - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 375.35	State Chemic*State Che - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 77.00	Stax *Fisher Water - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 154.95	Store*Topz Sandwich Co - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 15.99	Target 00001719 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 74.54	The Ups Store 2594 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 95.81	The Ups Store 2594 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Public Safety	$ 126.60	Tlo Transunion - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 449.40	Tractor-Supply-Co #0303 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 589.00	Tritech Forensics - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 78.55	Ups*Billing Center - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 13.98	Ups*Billing Center - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 130.76	Ups*Billing Center - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 37.80	Ups*Billing Center - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 354.00	Usps Po 2907800103 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 249.99	Varidesk* 1800 207 2587 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 6.00	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 47.50	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 177.82	Wm Supercenter #1956 - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 1,436.00	Wpy*Idaho Youth Alcohol D - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 81.83	Www.Brownellsinc.Com - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 397.00	Www.Eotechinc.Com - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 23.23	Yellowstone County Treas - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 69.68	Yellowstone County Treas - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 161.31	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 75.34	Zoll Medical Corp - PCard
03/15/2023	ACH	US Bank PCards	Public Safety	$ 643.19	Zoll Medical Corp - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 32.99	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 55.99	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 127.44	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 14.99	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 1,133.01	Ace Electric - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 190.19	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 335.59	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 335.59	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 190.19	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 335.59	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 190.19	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 39.99	Amzn Mktp Us*3F57V0Ci3 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 43.04	Amzn Mktp Us*Av5R70Vr3 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 10.49	Amzn Mktp Us*Ea0Oa67H3 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 20.97	Amzn Mktp Us*Ha0Ds3Lq3 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 14.95	Amzn Mktp Us*He3S98Pa0 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 84.27	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 322.85	Cintas Corp - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 199.89	Cintas Corp - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 106.11	Cintas Corp - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 162.75	Cintas Corp - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 9.75	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 1.00	Co Billings Park3 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 686.00	Cross Petroleum Service - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 531.45	Fastenal Company 01Mtbll - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 1,322.00	Fastenal Company 01Mtbll - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 52.26	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 793.84	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 46.32	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 96.50	Industrial Sales And Se - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 24.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 79.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 119.96	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 1,220.80	Lawson Products - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 166.64	Mac Trailer Aftermarket - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 1,107.26	Marketing Specialtites - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 151.00	Marketing Specialtites - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 17.92	Montana Fence - Billings - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 50.00	Napa Store 3547004 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 62.45	Napa Store 3547004 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 154.98	Office Depot #450 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 11.99	O'Reilly Auto Parts 1549 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 1,800.00	Pzg**Mt Dept Environ Q - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 39.98	Shipton'S Big R-West - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 107.95	Shipton'S Big R-West - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 27.35	Sq *Hotsy Wy-Mont - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 90.11	Tacoma Screw Products Inc - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 17.96	Ups (800) 811-1648 - PCard
03/15/2023	ACH	US Bank PCards	Solid Waste	$ 300.00	Yellowstone Electric Comp - PCard
03/15/2023	ACH	US Bank PCards	Stillwater Const	$ 110.00	City Of Billiings Buildin - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 147.80	Amzn Mktp Us*Ch45W8153 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 70.59	Awg 3575 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 16.52	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 136.13	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 217.21	Billings Hardware & Servi - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 123.85	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 133.36	Domino'S 7138 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 145.68	Fsp*D&D Transport Refrig - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 28.22	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 224.23	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 23.14	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 21.89	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 16.97	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 144.30	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 33.98	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 62.16	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 1,200.00	Montana Contractors As - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 437.65	Northland Automotive - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 34.94	O'Reilly Auto Parts 1551 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 153.00	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 182.24	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 191.00	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 352.25	S D Truck Springs - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 108.30	Sq *Hotsy Wy-Mont - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 265.20	Sq *Hotsy Wy-Mont - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 4.99	Target 00001719 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 266.91	The Home Depot 3101 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 97.94	Tristate Truck Equipment - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 62.70	Tristate Truck Equipment - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 21.25	Ups (800) 811-1648 - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 41.71	Yellowstone County Treas - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 164.39	Yellowstone Valley Elect - PCard
03/15/2023	ACH	US Bank PCards	Street/Traffic	$ 505.00	Ztl*Zee Creative - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 45.00	0725 Ced - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 290.69	0725 Ced - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 17.56	0725 Ced - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 627.13	A And H Turf And Specialt - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 646.29	A And H Turf And Specialt - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 305.35	Aaim - Services - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 54.99	Adobe *Creative Cloud - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 1,744.00	Allpartitions - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 420.00	Allpartitions - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 42.00	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 78.93	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 273.77	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 73.64	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 58.48	Amazon.Com*Hp5U75On1 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 42.86	Amazon.Com*Qa4Qz7Rx3 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 47.94	Amzn Mktp Us*335Jv3Zu3 Am - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 62.36	Amzn Mktp Us*4G47V1G33 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 30.95	Amzn Mktp Us*Et4Gp1Jz3 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 14.63	Amzn Mktp Us*He24J5961 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 14.87	Amzn Mktp Us*He6Vs9Yn2 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 21.98	Amzn Mktp Us*Hp9Fx2Oz1 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 9.99	Amzn Mktp Us*M09J80Lv3 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 35.98	Amzn Mktp Us*P059L8K73 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 9.95	Amzn Mktp Us*Pf4Qi3Nl3 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 11.04	Amzn Mktp Us*Yl61A7V83 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 579.60	Anderson Forklift Inc - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 43.19	Awg 3575 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 28.13	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ (122.02)	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 13.60	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 37.83	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 61.76	Costco Whse #0069 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Transit	$ 18.99	Costco Whse #0069 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 787.00	Creative Monograms Smb - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 491.28	Ebay O*04-09608-43788 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 18.09	Ferguson Ent #1342 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 115.05	Ferguson Ent #1342 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 46.60	Ferguson Ent #1342 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 36.01	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 11.47	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 328.00	In *Cotter'S Sewer, Inc. - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 32.50	Kimball Midwest Payeezy - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 12.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 1.59	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 19.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 64.97	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 23.97	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 49.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 28.56	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 10.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ (29.99)	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 32.96	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 34.57	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 129.98	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 18.26	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 46.13	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 36.22	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 183.46	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 7.99	Mouser Electronics Inc - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 3.24	Mouser Electronics Inc - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ (14.13)	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 28.26	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 22.98	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 104.85	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 20.02	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 35.40	Napa Store 3547001 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Transit	$ 56.80	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 74.70	Napa Store 3547001 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 10.32	Purvis Industries 68 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 36.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 564.04	Ratco Trailer And Hitch - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 39.00	Safety Vision - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 21.56	Safety Vision - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 33.45	Satellite Industries Inc - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 884.42	Scrubber Ci - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 342.00	Sq *Gated Solutions - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 755.50	Sq *Transitional Marketin - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 7.38	Target 00001719 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 19.98	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 3.11	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 135.97	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 13.98	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 70.00	Wm Supercenter #1956 - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 43.82	Yellowstone County Treas - PCard
03/15/2023	ACH	US Bank PCards	Transit	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 223.87	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 56.37	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 80.00	A And H Turf And Specialt - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 14.99	Adobe Acropro Subs - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 254.71	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 279.16	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 25.75	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 140.58	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 126.14	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 26.34	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 42.36	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 139.58	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 42.36	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 51.49	Alsco Inc. - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Wastewater	$ 84.71	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 8.17	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 16.34	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 139.58	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 42.36	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 8.36	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 123.81	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ (18.09)	Amazon.Com Amzn.Com/Bill - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 279.98	Amazon.Com*He2Us51I1 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 18.96	Amazon.Com*He61C63K1 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 114.78	Amazon.Com*He7Dv1L82 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 5.75	Amazon.Com*He7Sh3Cv0 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ (17.96)	Amzn Mktp Us Amzn.Com/Bil - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 12.76	Amzn Mktp Us*Ew21F56S3 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 59.98	Amzn Mktp Us*He84S44Z1 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 87.67	Amzn Mktp Us*He8767Sw2 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 46.76	Amzn Mktp Us*Hf4Ik9Z93 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 78.22	Amzn Mktp Us*Ov8Hk0Xk3 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 6.05	Amzn Mktp Us*Q46Yk3Iu3 Am - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 97.94	Amzn Mktp Us*Y78Go5W53 Am - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 239.99	Autoanything.Com - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 8.16	Awg 3575 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 118.83	Awg 3575 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 132.72	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 545.00	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 79.98	Best Buy 00005926 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 31.18	Best Buy 00005926 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 18.00	Billings Overhead Door In - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 4.99	Buildersfirstsource64021 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 78.24	Buildersfirstsource64021 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 168.66	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 53.67	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 53.67	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 600.06	City Of Billings - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Wastewater	$ 168.66	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 34.56	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 34.44	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 3,040.56	Enterprise Specialty Pro - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 75.17	Fastenal Company 01Mtbll - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 34.46	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 14.29	Gts Interior Supply - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 203.60	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 28.00	Hanson Chemical - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 4.80	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 70.11	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 74.86	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 39.99	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 69.72	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 166.69	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 144.08	Heights Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 275.00	In *Compliance Assurance - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 8.28	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 1.05	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 26.62	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 18.00	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 8.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 6.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 1.36	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 19.40	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 13.98	Lockwood Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 3.34	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 33.19	Mcmaster-Carr - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 111.81	Mcmaster-Carr - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 289.25	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 451.71	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 48.38	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 154.16	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ (289.25)	Midland Scientific - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Wastewater	$ 289.25	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 451.71	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ (451.71)	Midland Scientific - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 299.00	Newsletter Publication - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ (24.20)	Norco Inc - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 82.33	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 9.34	Pizza Hut #1714 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 88.74	Pizza Hut #1714 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 571.25	Pp*Genuinemark - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 169.62	Purvis Industries 68 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 1,011.28	Rsd - Billings#57 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 39.96	Shipton'S Big R-East - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 99.95	Shipton'S Big R-East - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 43.98	Shipton'S Big R-East - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 414.45	Solid Waste Associa - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ (27.58)	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 27.58	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 48.42	Wal-Mart #1956 - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 76.50	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 87.50	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 122.85	Www.Superbrightleds.Co - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 1,706.84	Www.Superbrightleds.Co - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 276.00	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 276.00	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 276.00	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 276.00	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 276.00	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Wastewater	$ 276.00	Yellowstone Ice And Water - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 349.78	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 169.09	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 671.60	360 Office Solutions Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 463.75	4Te*Alarm Services - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 119.99	A And H Turf And Specialt - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Water	$ 54.85	Aaim - Services - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 84.71	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 42.35	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 79.01	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 154.47	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 49.02	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 530.26	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 42.35	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 189.22	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 42.35	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 77.23	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 382.06	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 237.13	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 163.74	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 25.07	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 185.71	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 81.87	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 24.51	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 242.58	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 83.75	Alsco Inc. - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 28.43	Amazon.Com*He61C63K1 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 17.24	Amazon.Com*He7Sh3Cv0 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 232.57	Amazon.Com*Vq2S21Ve3 Amzn - PCard
03/15/2023	ACH	US Bank PCards	Water	$ (26.94)	Amzn Mktp Us Amzn.Com/Bil - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 47.96	Amzn Mktp Us*0B9J85Zr3 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 19.98	Amzn Mktp Us*3Y0Nc93L3 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 19.14	Amzn Mktp Us*Ew21F56S3 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 82.27	Amzn Mktp Us*He0C070P2 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 248.66	Amzn Mktp Us*He1W74Ww0 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 263.00	Amzn Mktp Us*He8767Sw2 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 70.13	Amzn Mktp Us*Hf4Ik9Z93 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 448.43	Amzn Mktp Us*N241X1O43 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 270.00	Amzn Mktp Us*Nf3L34Ha3 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 117.34	Amzn Mktp Us*Ov8Hk0Xk3 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Water	$ 9.07	Amzn Mktp Us*Q46Yk3Iu3 Am - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 97.78	Amzn Mktp Us*Su9V62Gp3 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 146.91	Amzn Mktp Us*Y78Go5W53 Am - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 359.98	Autoanything.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1,950.00	Automationdirect.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 12.23	Awg 3575 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 199.95	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 521.94	B&H Photo 800-606-6969 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 46.76	Best Buy 00005926 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 85.47	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 149.79	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 97.24	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 6.85	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 114.43	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 0.69	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 93.46	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1,045.05	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 27.97	Billings - Tacoma Screw P - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 76.00	Billings Construction Sup - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 76.00	Billings Construction Sup - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 27.00	Billings Overhead Door In - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 13.00	Billingsnursery - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 230.62	Brimar Industries - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 40.64	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 103.68	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 103.80	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 80.51	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 134.18	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 80.51	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 134.18	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 40.64	City Of Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 312.94	Cityservicevalcon Llc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 207.00	Cyberweld - PCard
03/15/2023	ACH	US Bank PCards	Water	$ (176.75)	Dxp Enterprises - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Water	$ (176.75)	Dxp Enterprises - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 110.00	Dxp Enterprises - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 64.06	Econo Print - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 26.16	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 33.98	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 34.95	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 39.96	Evergreen Ace Hardware - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 11.70	Fei, Inc. - Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 15.84	Fei, Inc. - Billings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 965.83	Ge Analytical Instrument - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 103.36	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 266.88	Grainger - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 173.89	Hach Company - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1,976.91	Hach Company - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 7.19	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 57.96	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 34.99	Harbor Freight Tools 207 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 104.55	Homedepot.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 379.80	Homedepot.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 58.04	Homedepot.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 39.94	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1.57	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 47.94	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 10.74	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 54.41	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 36.48	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 27.95	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 366.85	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 39.56	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 25.16	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 2.03	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 119.00	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 12.41	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 127.92	Kings Ace Hdwe - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Water	$ 61.52	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 20.95	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 26.99	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ (5.99)	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 79.97	Kings Ace Hdwe - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 13.98	Lowes #00319* - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 120.00	Montana Masonry Supply In - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 88.65	Northwest Industrial Supp - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 14.11	Northwest Pipe Fittings - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 462.29	Northwest Scientific Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 281.00	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 180.26	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 136.84	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 123.49	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 139.00	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 6.50	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 110.00	Pacific Steel Branch #02 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 14.00	Pizza Hut #1714 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 133.11	Pizza Hut #1714 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 35.00	Pzg**Mt Dli Ebiz - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 24.65	Ridgid Online Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 32.42	Ruralking.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 35.98	Ruralking.Com - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 314.95	Saferite Solutions - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 2,389.37	Sensidyne Lp - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1,904.17	Sensidyne Lp - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 65.91	Sherwin Williams 703203 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 131.82	Sherwin Williams 703203 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 207.20	Smartsign - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 268.80	Smartsign - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1,327.02	Sq *Absolute Suppliers, I - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 273.20	Sq *Montana Seals And Pac - PCard
03/15/2023	ACH	US Bank PCards	Water	$ (273.20)	Sq *Montana Seals And Pac - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 41.36	The Home Depot #3101 - PCard

Check Date	Check#	Name	Fund Name	Amounts	Item Desc
03/15/2023	ACH	US Bank PCards	Water	$ 12.46	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ (41.36)	The Home Depot #3101 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 468.41	The Webstaurant Store Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 191.94	Tractor-Supply-Co #0303 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 234.50	Ulvsinc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 54.85	Ulvsinc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 72.62	Wal-Mart #1956 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 10.50	West End Lock And Secur - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 1,466.37	Www.Superbrightleds.Co - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 15.55	Zoom.Us 888-799-9666 - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 490.64	Zoro Tools Inc - PCard
03/15/2023	ACH	US Bank PCards	Water	$ 287.46	Zoro Tools Inc - PCard
03/13/2023	860051	Vector Solutions	PD Program	$ 22,544.00	Drone and accessories
03/13/2023	860052	VertexOne Software	Solid Waste	$ 99,370.66	Utility Billing Software Solution
03/13/2023	860052	VertexOne Software	Wastewater	$ 99,370.67	Utility Billing Software Solution
03/13/2023	860052	VertexOne Software	Water	$ 136,330.67	Utility Billing Software Solution
03/13/2023	ACH	Wastequip	Solid Waste	$ 31,411.08	Sourcewell ID #040621-WQI
03/13/2023	ACH	Wastequip	Solid Waste	$ 31,411.08	Sourcewell ID #040621-WQI
03/13/2023	860054	Watersmart Software	P.W. Admin	$ 2,852.19	Charges are prorated for WaterSmart cost
03/13/2023	860055	Wharton Asphalt	Park Dist 1	$ 5,967.63	Pioneer Park Trail Rehabilitation PPhertrail; Retainage Release
03/13/2023	860058	Ylwstn Val An Shelter	Public Safety	$ 27,025.00	city contract
03/13/2023	860061	Zayo Group	Building	$ 39.00	Building FAX
03/13/2023	860061	Zayo Group	CDBG	$ 39.00	Community Development Services FAX
03/13/2023	860061	Zayo Group	Phone System	$ 284.64	Main Bill New Account # 330046
03/13/2023	860061	Zayo Group	Phone System	$ 2,365.87	Main Bill New Account # 330046 -IT
03/13/2023	860061	Zayo Group	Phone System	$ 79.95	Main Bill New Account # 330046 -IT
03/13/2023	860061	Zayo Group	Planning	$ 39.00	Planning FAX
03/13/2023	860061	Zayo Group	Public Safety	$ 39.00	CPC line

City Council Regular

Date:	04/10/2023
Title:	FY2023 Budget Amendment
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review	No

RECOMMENDATION

Staff recommends approval of the FY2023 Budget Amendments

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

Dehler Park Budget Amendment

The City of Billings maintains a fund for maintenance projects at Dehler Park. This fund, Ballpark Repair Fund, has budgeted revenue of $30,000 per year from the contract with the Mustangs Baseball Team. The FY23 budgeted expenditures total $30,744.

The City Parks and Recreation Department, along with the Mustangs Baseball Team, have identified needed repairs to the infield playing surface. There are currently drainage issues and grading issues that need to be addressed before the 2023 baseball season commences. This work will include removal of existing infield dirt and sod, regrading of surfaces, and replacement of infield dirt and sod. The sod will need to be in place for 2 weeks before baseball is played. A contractor has been identified who is able to complete the work.

Because the FY23 budget for the Ballpark Repair Fund does not have sufficient budget authority to enter into a contract for these repairs, a budget amendment of $80,000 is being requested. Currently there is $151,560 in the Ballpark Repair fund available to cover these costs.

The FY24-28 Capital Improvement Plan contained an estimated $449,080 in FY25 for anticipated field replacement. If this budget amendment is approved, and the work is completed, it is assumed that the CIP amount will be less in FY2025 when that project is planned.

Fire Station Construction Fund Budget Amendment

On 09/26/22 City Council approved the purchase of Fire Station 8 in the heights. The City has been setting aside funds for the eventual construction of a Fire Station, but did not anticipate or budget any expenses in FY23. The funds set aside for this purchase, along with an additional $500,000 are being requested for use in FY23. Additionally, on 11/28/2022 the City Council received information relating to the construction costs and budget for the City Hall building. At that time, one of the recommendations was to utilize the remaining funds within the Fire Station Construction fund. This budget amendment will authorize the transfer of remaining funds into the City Hall Construction Fund.

The City Council Budget and Finance Committee met on March 28th and recommended the budget amendments for approval.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The requested budget amendments are for $80,000 and will be funded from existing cash in the Ballpark Repair Fund, and $2,000,000 from the Fire Station Construction Fund and will be funded with cash in the fund.

Attachments

Resolution

RESOLUTION 23-

A RESOLUTION ADOPTING **FISCAL YEAR 2023** ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING TRANSFERS AND REVISIONS WITHIN THE GENERAL CLASS OF SALARIES AND WAGES, MAINTENANCE AND SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review **(FY 2023**), it is necessary to alter and change said appropriations.

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

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 27th day of March 2023

THE CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise R. Bohlman, CITY CLERK

EXHIBIT A

	Revenue	Expenditure	
Fund 7670 - Ballpark Repair Fund			
The Parks and Recreation department is requesting budget authority for repairs and maintenance to the Dehler Park infield. Current cash of $151,000 will be used for the expenses.			
Ballpark Repair Fund		80,000	Capital Outlay
Fund 4950 - Fire Station Construction			
On 09/26/22 City Council approved the purchase of Fire Station 8 in the heights. The City has been setting aside funds for the eventual construction of a Fire Station, but did not anticipate or budget any expenses in FY23. The funds set aside for this purchase, along with an additional $500,000 are being requested for use in FY23. Additionally, on 11/28/22 the City Council received information relating to the construction costs and budget for the City Hall building. At that time, one of the recommendations was to utilize the remaining funds within the Fire Station Construction fund. This budget amendment will authorize the transfer of remaining funds into the City Hall Construction Fund.			
Budget for Purchase and Remodel		1,135,000	Capital Outlay
Transfer to City Hall Construction		865,000	Transfer Out

Date:	04/10/2023
Title:	SID 1419 Charles Street, Public Hearing and Resolution Creating District
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review	Yes

RECOMMENDATION

Staff recommends Council conduct a public hearing and approve the resolution creating SID 1419 Charles Street.

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

At the request of the owner of two properties along Charles Street, the City is pursuing a special improvement district (SID) to construct City improvements along a portion of Charles Street. Charles Street is an existing gravel street located east of Daniel Street, between Monad Road and Industrial Avenue. Per the annual gravel street construction program presented in the CIP, SID 1419 Charles Street (the project), will construct curb and gutter, asphalt pavement, drive approaches and driveways, new storm drain infrastructure, and assess the costs of the improvements to the adjacent property owners. There are five (5) properties benefiting from these improvements. As part of the project, the City proposes to replace the existing water main, which requires frequent repairs due to main breaks, and is undersized and outdated. The City also proposes to replace the outdated clay tile sewer main. Street Maintenance District 2 funds, Water funds, and Sewer funds will be used to fund non-assessed improvements.

Attached is a map of the District and the Resolution Creating SID 1419 Charles Street. Five (5) parcels are adjacent to Charles Street within the project limits. Of the five (5) parcels, four (4) are corner lots, but are also commercial properties and are therefore financially responsible for the improvements installed on their non-addressed frontage, per City of Billings Resolution No. 04-18204. Five (5) separate assessments will comprise the District. Proposed street improvements (Assessment #2), curb and gutter with landscaping (Assessment #3), and storm drain improvements (Assessment #4) will be assessed per the frontage option method. New utility services (Assessment #1) will be assessed per the utility service connection option, and concrete flatwork (Assessment #5) will be assessed per the assessable area option. Separating the assessments out into these five (5) options ensures each property is assessed appropriately for their beneficial improvements.

City staff has met with four (4) of the five (5) affected property owners. City staff met with School District #2, representing one (1) parcel, on November 28, 2022, to discuss the proposed improvements, estimated costs, and to gain an understanding of SD2 interest in the project. City staff then attended a School District #2 board meeting on December 6, 2022, to explain the SID process, provide estimated costs of the improvements, and to hear from the school board regarding interest in the project. City staff attended an informal meeting with two (2) property owners, representing three (3) parcels, on December 8, 2022. Following these meetings and based on the cost estimates provided at the time, the three (3) property owners, representing four (4) of the five (5) parcels associated with the project, were interested in pursuing the project. The fifth property owner has a recorded Waiver of Right to Protest a Special Improvement District for right-of-way improvements. The Waiver is included for reference in the attachments. The fifth property owner was provided cost information following the bid opening.

A Resolution of Intent to Create SID 1419 Charles Street was approved by City Council on March 13, 2023. Valid protests received for the SID (if any) will be presented at the City Council meeting.

ALTERNATIVES

City Council may:

- Conduct a public hearing and approve the resolution creating SID 1419 Charles Street; or
- After holding a public hearing, not approve the resolution creating SID 1419 Charles Street. If not approved, Charles Street will remain a gravel street and the water and sewer will continue to age and require frequent maintenance.

FISCAL EFFECTS

The funding sources, estimated cost of improvements, and total project cost for SID 1419 is as follows:

SID 1419 Funding Source	SID 1419 Estimated Cost

SID Assessments	$758,200.00
SMD 2 Funds	$317,938.00
Water Funds	$608,861.00
Sewer Funds	$202,594.01
Total	$1,887,593.01

Funding for SID 1419 was budgeted in FY23 using SMD 2 Funds, Water Funds, Sewer Funds, and assessments via the gravel streets program. Adequate funding is available to create the SID and fund the improvements.

Attachments

SID 1419 Charles Street_Resolution to Create
SID 1419 Charles Street_Map of District

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 23-_____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1419**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **April 10, 2023**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____
_____
_____
_____; voted against the same: _____
_____; abstained from voting thereon: _____
_____; or were absent: _____
_____
_____.

WITNESS my hand officially this _ day of _____.

_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 23-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1419**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

Section 1. Passage of Resolution of Intention. This Council, on **March 13, 2023,** adopted Resolution No. **23-11109** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1419** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **April 10, 2023**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, _____ protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for ___% of the total costs of the Improvements. **The protest represents __% of the assessed cost.**

Section 4. Creation of the District; Insufficiency of Protests. The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the District or the making of the Improvements filed during the Protest Period, if any, are

hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **10th Day of April, 2023.**

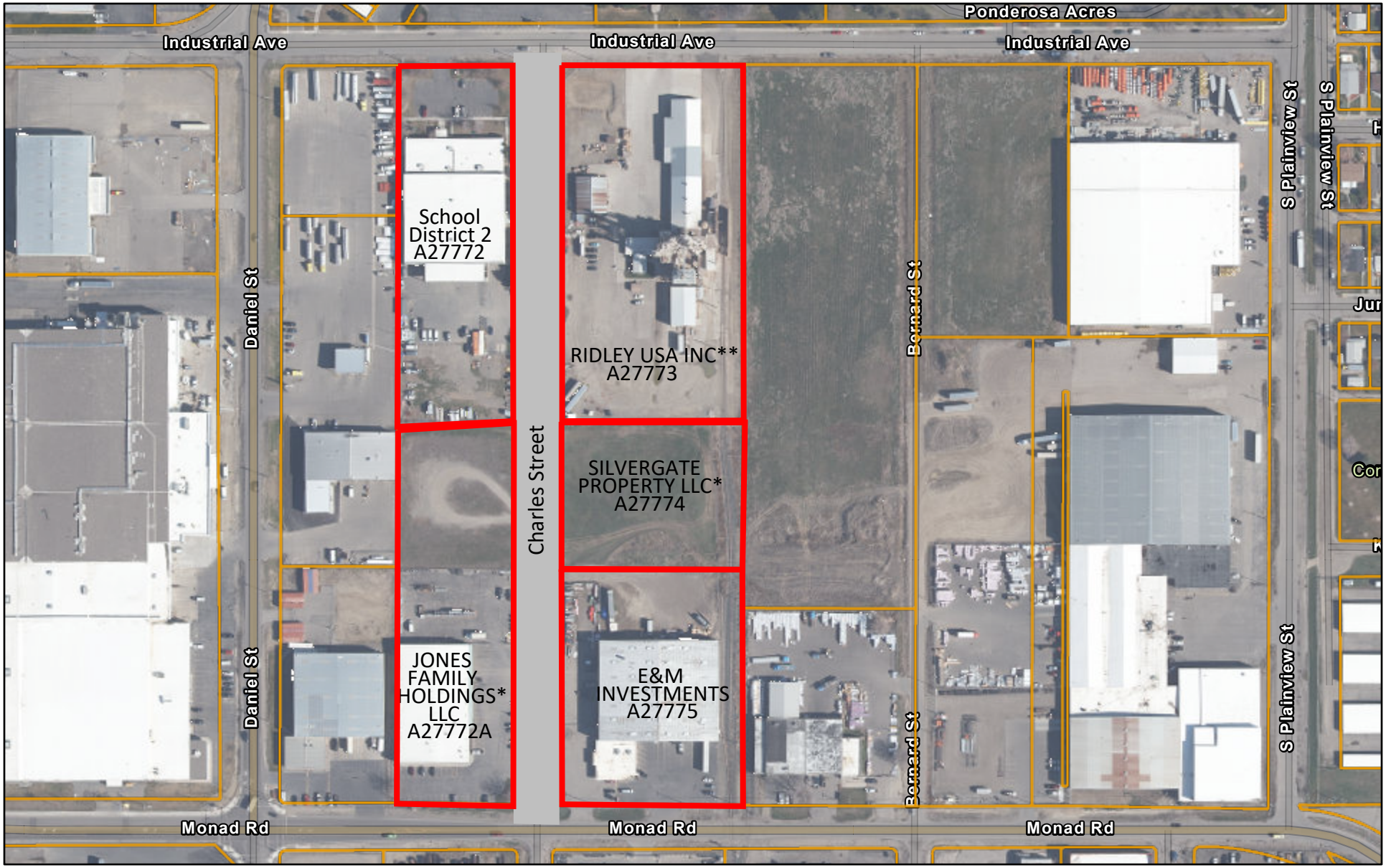
THE CITY OF BILLINGS:

BY _____
William A. Cole MAYOR

ATTEST:

BY_____
Denise Bohlman CITY CLERK

SID 1419 - Charles Street Paving



1/12/2023, 4:14:33 PM

NOTES:
* COMMON OWNERSHIP
** THIS PARCEL HAS AN ACTIVE WAIVER DATED AUGUST 2007

1:4,000

0 130 260 520 ft

0 37.5 75 150 m

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City of Billings

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City Council Regular

Date:	04/10/2023
Title:	SID 1419 Charles Street, Bid Award
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review	Not Applicable

RECOMMENDATION

Staff recommends that Council award a contract for SID 1419 Charles Street to Askin Construction in the amount of $1,499,912.

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

SID 1419 Charles Street will construct Charles Street between Monad Road and Industrial Avenue. Charles Street is an existing gravel street proposed to be improved by Special Improvement District (SID) at the request of adjacent property owners utilizing the annual gravel street program. The street improvements include a new street section with asphalt pavement, curb and gutter, storm drain infrastructure, drive approaches, and driveways. As part of the project, the City proposes to replace the existing aging water main that requires frequent repair and maintenance due to breaks and is undersized and unable to provide necessary fire flows to the area. The City also proposes to replace the outdated clay tile sewer main at the same time as the street construction. Street Maintenance District 2 funds, Water funds, and Sewer funds will be used to fund non-assessed improvements.

The project was advertised on February 3, 10, and 17, 2023, in the Yellowstone County News and on the City's website. Bids were opened February 21, 2023. Three bids were received. Askin Construction submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1419 Charles Street to Askin Construction in the amount of $1,499,912; or,
- Not award a contract and reject all bids. If the contract is not awarded, the street will remain a gravel street and the water and sewer mains will not be replaced.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID
Askin Construction	$1,499,912.00
COP Construction	$1,519,337.00
Western Municipal Construction	$1,568,038.00

Funding for SID 1419 was budgeted in FY 23 using SMD2 Funds, Water Funds, Sewer Funds, and SID assessments via the gravel streets program. Adequate funding is available to award the project.

City Council Regular

Date:	04/10/2023
Title:	Public Hearing and Resolution Annexation 23-02
Presented by:	Monica Plecker
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)

IMEG on behalf of Development 55, LLC 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 and north of Shackelford Lane. The land being annexed is described as being Tract 2A of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466; A portion of Tract 12 of Certificate of Survey No. 1391, said portion being known as Shackelford Lane adjacent to Tract 1B of said Certificate of Survey No. 1391, recorded March 13th, 1974, under Document No. 957584, said documents on file and of record in the office of the Yellowstone County Clerk and Recorder. Including adjacent Right-Of-Way of East Lane, Elysian Road and said portion of Shackelford Road. Said annexation containing 50.765 gross acres and 48.582 net acres, more or less.

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 purpose of the annexation to annex the property, so it can be developed with city services. The Planned Development for this parcel has an underlying zoning of Controlled Industrial. Any development that occurs on this property will be required to be compliant with the zoning regulations of the Planned Development.

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. 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 "Restricted Use B" with an underlying zoning of Controlled Industrial.
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 as this property is zoned for Controlled Industrial uses.

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:

- Prosperity (promoting equal opportunity and economic advancement)
- A diversity of available jobs can ensure a strong Billings' economy
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses

Supporting new areas for commercial growth is critical in a growing city. These new commercial ventures and provide space for existing businesses to relocate and expand or can attract businesses that are new to the community. The City of Billings is a growing city that must account for economic growth.

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 upon the extension of water in Elysian Road and sewer from the south side of the property to Elysian Road.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from Elysian Road, Shackelford Lane and East Lane. Improvements required along Elysian include widening, multi-use path, curb and gutter, storm drain, etc. Elysian and East Lane will be constructed in phases or through an SID. The improvements, including internal roads will be identified in the subdivision improvements agreement in the forthcoming plat. The conditions of this annexation require that the SIA be preliminarily approved within 45 working days.
- 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 in order to meet and maintain a 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 3.0 road miles or approximately 5-7 minutes driving time to the subject property depending on traffic.
- Parks: No Parkland or trails will be required as part of this annexation. If the property is subdivided in the future, it will likely not require parkland dedication as commercial subdivision are not required by state statute or local regulations to provide parkland dedication.
- 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 location is approximately 1.1 mile from existing transit service from route 13-Westend, which currently travels northbound through the intersection of Elysian Rd and Mullowney Ln. Transit development plan route restructure will move routing northward with the most southern service in the area traveling through the intersection of Mullowney Ln and Midland Rd (which is approximately 1.61 miles away via current roadway structure and 1.2 miles measured directly). MET does not anticipate directly serving the area with fixed-route bus service in the foreseeable future but will continue to provide paratransit service within all of Billings city limits as time and space allows.
- Police: This area has adequate ingress/egress and near areas already in the city. However, it is a disjointed to other areas already in. There will not be a need to reconfigure beats if brough in. Continued development and annexation without commensurate resources will adversely 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. 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 this property is within the City Annexation Petition Area of the Limits of Annexation Map and is expected to be annexed to the City. Also, recent work on utility extensions to the new Coca-Cola bottling facility has made service to this property easier to complete. With the

development activity east of this property at Elysian School and Annafeld Subdivision, and the Coca-Cola project the west, this area prime for further urban development in the City and adding this property to the City supports this.

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.

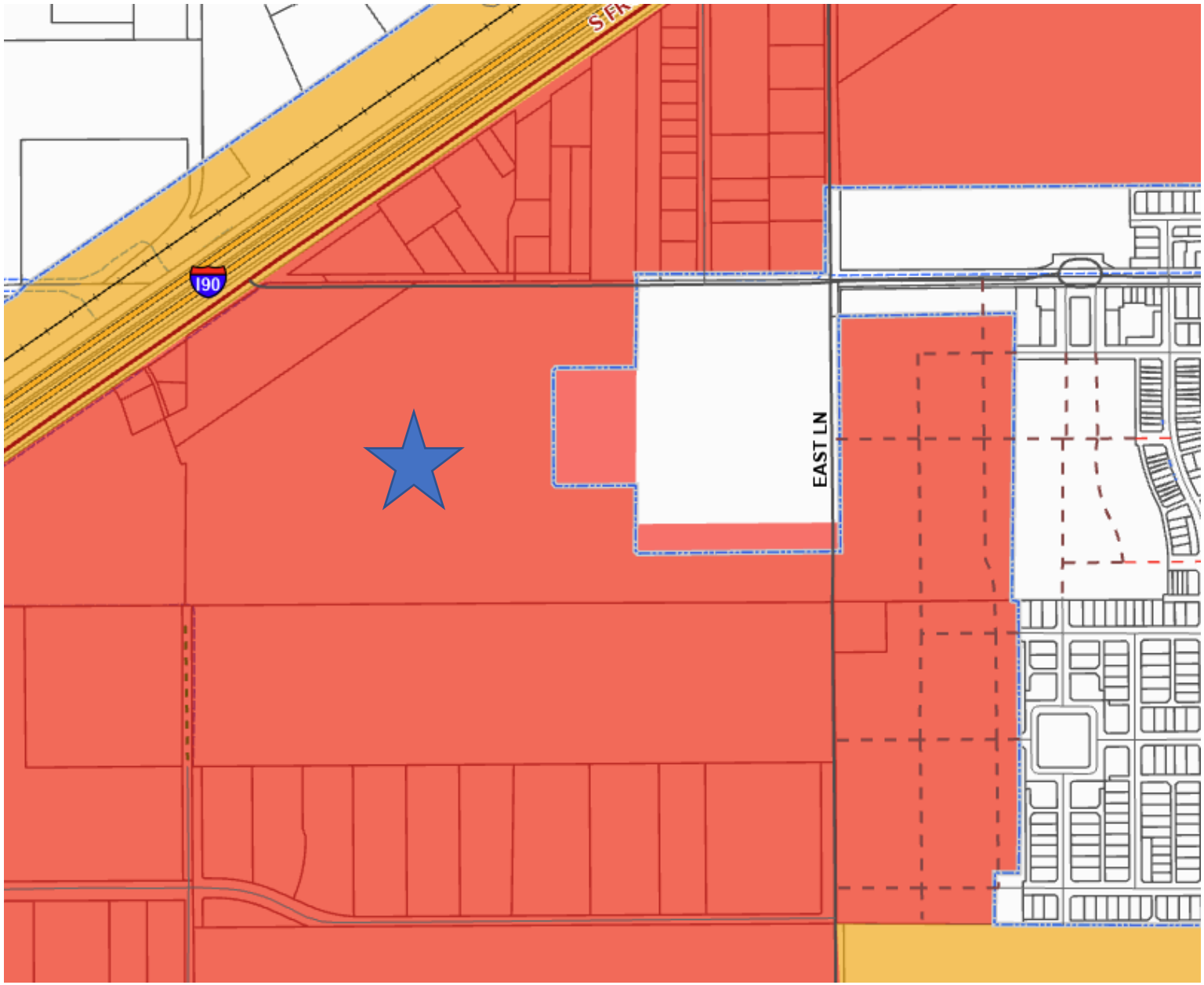
On February 10, 2023, the annexation petition was submitted to the Planning Division by the owner's agent. On April 10, 2023, the City Council is scheduled to take action on the petition.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map
Resolution


S FK
190
EAST LN

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:

Parcels of Land situated in the SE 1/4 of Section 13, the NW 1/4 and the NE 1/4 of Section 24, T.1S., R.25E., and the NW 1/4 of Section 19, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract 2A of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466;
A portion of Tract 12 of Certificate of Survey No. 1391, said portion being known as Shackelford Lane adjacent to Tract 1B of said Certificate of Survey No. 1391, recorded March 13th, 1974, under Document No. 957584, said documents on file and of record in the office of the Yellowstone County Clerk and Recorder.

Including adjacent Right-Of-Way of East Lane, Elysian Road and said portion of Shackelford Road.

Said annexation containing 50.765 gross acres and 48.582 net acres, more or less.

(# 23-02) See Exhibit “A” Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Upon annexation a standalone Waiver of Right to Protest shall be filed with the Yellowstone County Clerk and Recorder.
- Within 45 working days and prior to site development, a mutually acceptable Subdivision Improvement Agreement shall be preliminarily approved 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 10th day of April, 2023.

CITY OF BILLINGS:

BY: _____

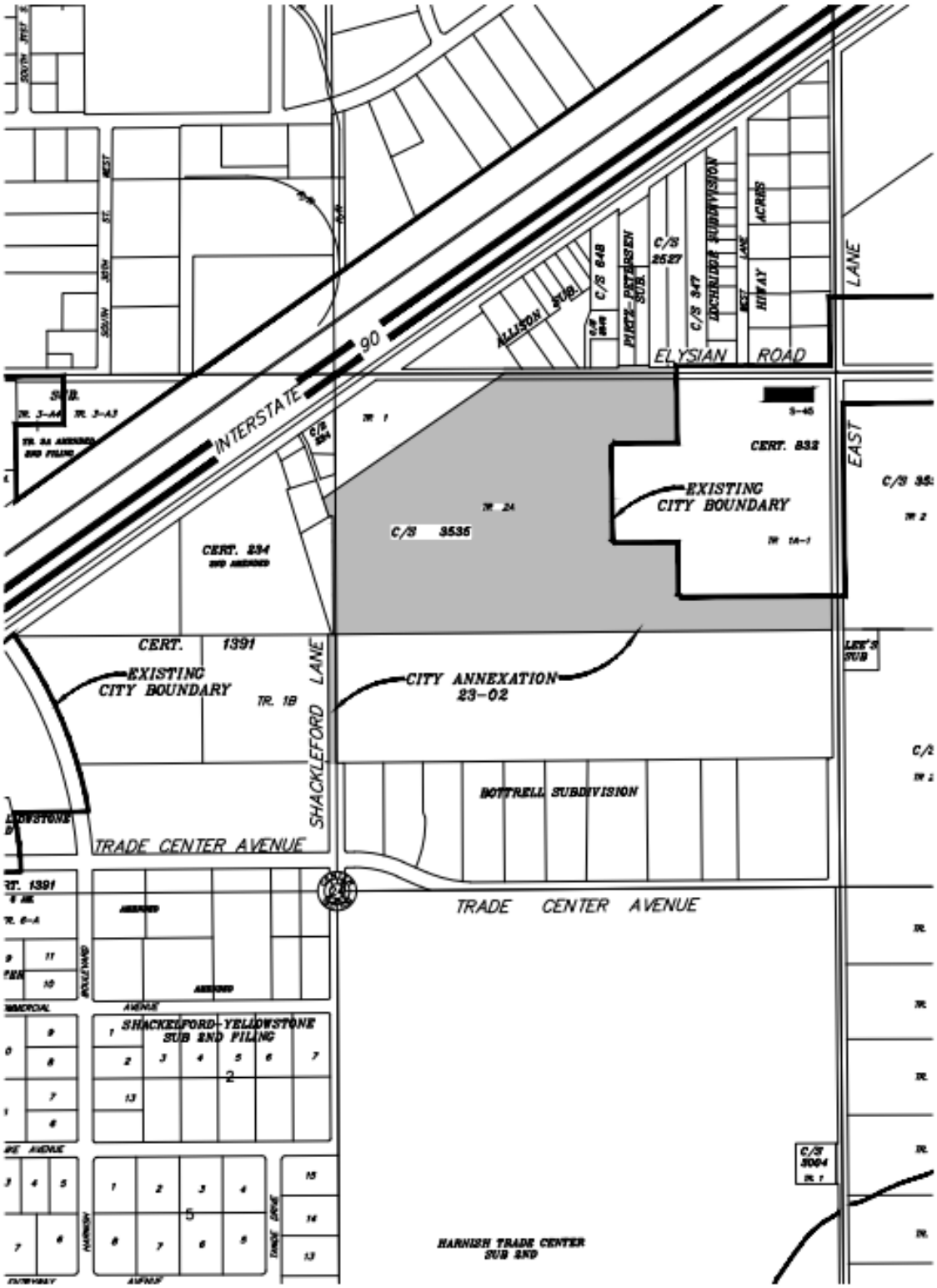
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk
(# 23-02)

EXHIBIT "A"


INTERSTATE 90
ELYSIAN ROAD
EAST
LANE
SHACKLEFORD LANE
TRADE CENTER AVENUE
TRADE CENTER AVENUE
EXISTING CITY BOUNDARY
CITY ANNEXATION 23-02
EXISTING CITY BOUNDARY
CERT. 1391
CERT. 834
CERT. 832
C/S 3535
BOTTRELL SUBDIVISION
SHACKLEFORD-YELLOWSTONE SUB 2ND FILING
HARNISH TRADE CENTER SUB 2ND
ALLISON SUB.
C/S 848
C/S 2527
C/S 347
LOCHRIDGE SUBDIVISION
ACRES
HWAY
LANE
C/S 3004
LEE'S SUB
TR. 1
TR. 24
TR. 18
TR. 1A-1
S-45
SUB.
TR. 3-A4
TR. 3-A3
TR. 5-A
BOULEVARD
AVENUE
HARRISON
DRIVE

City Council Regular

Date:	04/10/2023
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 23-02
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)

IMEG on behalf of Development 55, LLC 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 and north of Shackelford Lane. The land being annexed is described as being Tract 2A of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466; A portion of Tract 12 of Certificate of Survey No. 1391, said portion being known as Shackelford Lane adjacent to Tract 1B of said Certificate of Survey No. 1391, recorded March 13th, 1974, under Document No. 957584, said documents on file and of record in the office of the Yellowstone County Clerk and Recorder. Including adjacent Right-Of-Way of East Lane, Elysian Road and said portion of Shackelford Road. Said annexation containing 50.765 gross acres and 48.582 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 April 10. Upon approval the second reading will occur on April 24, 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 Ward V and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 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:

Parcels of Land situated in the SE 1/4 of Section 13, the NW 1/4 and the NE 1/4 of Section 24, T.1S., R.25E., and the NW 1/4 of Section 19, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract 2A of Amended Certificate of Survey No. 3535, recorded August 31st, 2022, under Document No. 4028466;
A portion of Tract 12 of Certificate of Survey No. 1391, said portion being known as Shackelford Lane adjacent to Tract 1B of said Certificate of Survey No. 1391, recorded March 13th, 1974, under Document No. 957584, said documents on file and of record in the office of the Yellowstone County Clerk and Recorder.

Including adjacent Right-Of-Way of East Lane, Elysian Road and said portion of Shackelford Road.

Said annexation containing 50.765 gross acres and 48.582 net acres, more or less.

(# 23-02) 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 10th day of April, 2023.

PASSED by the City Council on the second reading this 24th day of April, 2023.

THE CITY OF BILLINGS:

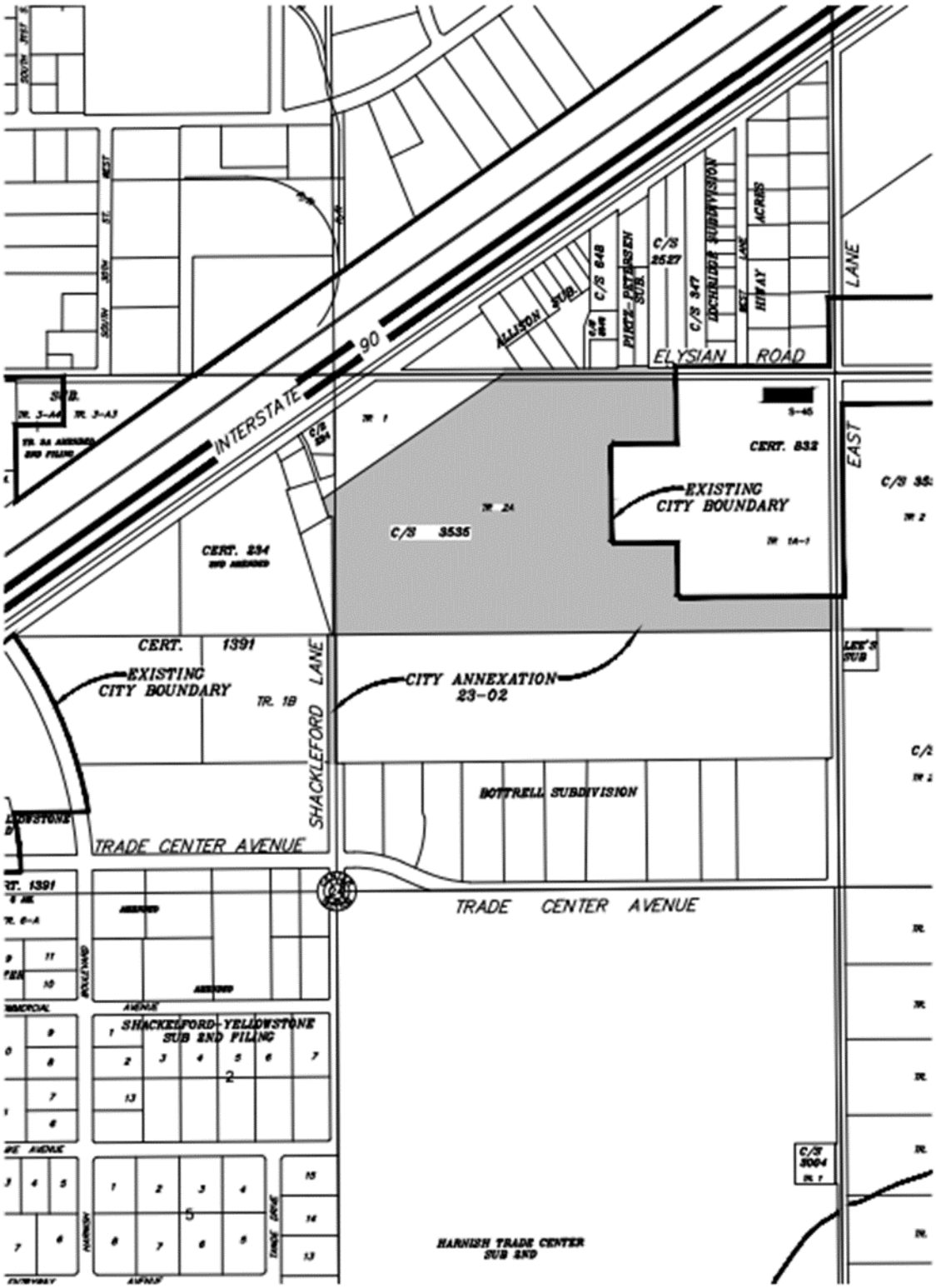
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#23-02)

EXHIBIT "A"


INTERSTATE 90
ELYSIAN ROAD
EAST LANE
SHACKLEFORD LANE
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HARNISH TRADE CENTER SUB 2ND
ALLISON SUB.
PIKTE-PATTERSEN SUB.
LOCKRIDGE SUBDIVISION
C/S 648
C/S 2527
C/S 347
C/S 3004
LEE'S SUB