****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."

REVISED (NEW ATTACHMENT-CONSENT AGENDA ITEM 1C)
CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | OCTOBER 9, 2023 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Purinton

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

MINUTES:

- August 28, 2023
- September 25, 2023

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 5b and 7 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.)

SPECIAL PRESENTATION: Overview of Refugee Resettlement (James Horan, Lutheran Family Services of the Rocky Mountains and Nancy VanMaren, Nations to Neighbors)

1. **CONSENT AGENDA** -- Separations:

A. <u>Bid Awards:</u>

1. **Cemetery Mini Excavator.** (Opened 9/5/23) Recommend Tractor & Equipment Co.
2. **De-icer/Anti-icer.** (Opened 9/19/23) Recommend Brenntag Pacific.
3. **Winter Traction Material.** (Opened 9/19/23) Recommend Knife River.
4. **SID 1421, Cypress Point.** (Opened 9/5/23) Recommend Askin Construction.
5. **W.O. 23-27: Landfill Household Hazardous Waste Facility.** (Opened 9/5/23) Recommend rejecting all bids.

B. **Amendment No. 1 for Two Commercial Non-Aviation Ground Leases** with Gold Creek Cellular of

Montana Limited Partnership DBA Version Wireless.

C. **Memorandum of Understanding** with Yellowstone County allowing use of existing City-owned fiber conduit.

D. **Donation** to the Police Department from Phillips 66.

E. **Final Plat** of Falcon Ridge Estates Subdivision, 2nd Filing. *Quasi-Judicial

F. **Final Plat** of Amended Lot 4E-2, Block 1, Shiloh Crossing Subdivision. *Quasi-Judicial

G. **Second/Final Reading Ordinance** for Zone Change 1034: Zoning Text Amendments - Phase III.

H. **Second/Final Reading Ordinance** for Zone Change 1035: 2449 Blue Creek Road. *Quasi-Judicial

I. **Second/Final Reading Ordinance** expanding Ward III (Annexation 23-07).

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

1. September 5, 2023
2. September 11, 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. **JOINT PUBLIC HEARING AND RESOLUTIONS** allocating assessments on the following:

a. **SID 1411**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 1411, as recommended by staff.

b. **SID 1417**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 1417, as recommended by staff.

c. **SID 1418**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 1418, as recommended by staff.

d. **SID 1419**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 1419, as recommended by staff.

e. **SID 1423**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 1423, as recommended by staff.

f. **SID 2924**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 2924, as recommended by staff.

g. **SID 2925**. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution allocating assessments on SID 2925, as recommended by staff.

3. **PUBLIC HEARING AND RESOLUTION** assessing Park Maintenance Districts (PMDs). Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing Park Maintenance Districts (PMDs), as recommended by staff.

4. **PUBLIC HEARING AND RESOLUTION** adopting Parking Rates and Fees and repealing Resolution 20-10891. Staff and Parking Board recommend approval.

   Recommended Motion: I move to approve a Resolution adopting Parking Rates and Fees and repealing Resolution 20-10891, as recommended by staff and the Parking Board.

5. **G2 INVESTMENTS, LLC PROPERTY:**

   a. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 23-08:** located south of S. Frontage Road/Riverside Drive and west of Sugar Avenue. Staff recommends conditional approval. **Quasi-Judicial*

      Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve Annexation 23-08, as recommended by staff.

   b. **ANNEXATION AGREEMENT** with G2 Investments, LLC. Staff recommends approval.

      Recommended Motion: I move to approve the annexation agreement with G2 Investments, LLC, as recommended by staff.

   c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation 23-08: located south of S. Frontage Road/Riverside Drive and west of Sugar Avenue. Staff recommends approval.

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

6. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code (BMCC), Article 22-407, Encroachment Permit Required. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending Billings, Montana City Code (BMCC), Article 22-407, Encroachment Permit Required, as recommended by staff.

7. **RESOLUTION** for managing deployment of small cell facilities in the right-of-way. Staff recommends approval.

   Recommended Motion: I move to approve a Resolution managing deployment of small cell facilities in the right-of-way, as recommended by staff.

PUBLIC COMMENT on "NON-AGENDA ITEMS". Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail bohlmand@billingsmt.gov, 72 hours prior to the meeting date.

~ ~ ~

City Council Regular

Date:	10/09/2023
Title:	Cemetery Mini Excavator Purchase
Presented by:	Brandon Schmidt
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends motion to approve bid award to Tractor & Equipment Co for purchase of mini-excavator

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

Approval was given in FY24 ERP to replace unit 1906-JCB Backhoe/loader with a mini-excavator.
4 bids were received from the following suppliers:

Tractor & Equipment Co. - total bid package $104,287
Bobcat of Big Sky - $119,187
Tri-State Trucking - $168,449
RDO Equipment - $189,900

With T&E Co. providing a bid significantly under the other competitors, and under available budget, staff negotiated the addition of a 63" clean-up bucket, bucket grapple (thumb), and auger attachments for a total purchase price of $118,287. Additional attachments will add versatility to the equipment and will be useful for other projects within PRPL Department.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

$123,974 allotted in ERP fund for Replacement of unit 1906 - JCB Backhoe/loader

Attachments

Bid Tab
T&E Bid
Bobcat Bid
Tri-State Bid
RDO Bid
T&E Purchase Order

Contact: Brandon Schmidt
schmidtb@billingsmt.gov

BID TABULATION SUMMARY

PROJECT NAME: Cemetery Mini Excavator

Date: 9/5/2023

NAME OF BIDDER	Bobcat of Big Sky	RDO Equipment	Tractor & Equipment Co.	Tri-State Trucking
STATE	**MT**	**MT**	**MT**	**MT**
Type of Security	Bond	Bond	Bond	Bond
Addendum(s)	N/A	N/A	N/A	N/A
Base Bid	$103,875.00	$128,375.00	$89,000.00	$119,070.00
Option 1	$2,070.00	$1,250.00	$1,073.00	$1,776.00
Option 2	Included	Included	Included	Included
Option 3	Included	Included	Included	Included
Option 4	$18,450.00	$62,075.00	$22,283.00	$50,950.00
Option 5	$7,290.50	$7,200.00	$5,411.00	$10,653.00
Trade-In Allowance for #1906	($12,500.00)	($9,000.00)	($13,480.00)	($14,000.00)

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled **Mini-Excavator** for the City of Billings, Montana, will be received by the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103), until 2:00 PM (MST) on Tuesday, September 5, 2023, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding the **Mini-Excavator** can be obtained by contacting Brandon Schmidt, Cemetery Supervisor, in person at 1704 Central Ave., Billings, MT, by telephone at 406-657-8299, or via email at schmidtb@billingsmt.gov. The full bid packet may also be found on the City's website at www.billingsmt.gov, by clicking on "Doing Business," and then on "Bids."

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in an amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed ninety (90) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The bid price will remain in effect for the duration of the model year production and within the manufacturer's capacity to produce the units. The City may place additional orders for vehicles from the prices established as a result of this bid.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

The City of Billings is an Equal Opportunity Employer. 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.

Published on August 25 and September 1, 2023.

Denise R. Bohlman
Billings City Clerk
P. O. Box 1178
Billings, MT 59103

Dept: PRPL - Cemetery
Publish: 8/25/23 & 9/1/23

CITY OF
Billings

INVITATION FOR BID (IFB)

Name of Good or Service Requested:

MINI-EXCAVATOR

Contents:

A. Summary of Invitation for Bid
B. Instructions to Bidders
C. Contract Requirements and Specifications
D. Pricing and Addendum
E. Standard Terms and Conditions
F. Intent to Respond Form
G. Questions

Attachment A – Master Q & A Form

TRACTOR & EQUIPMENT CO. CAT

Truman Neprud
Governmental Sales Representative

1835 Harnish Blvd.
Billings, Montana 59101
406.672.4975 Mobile
406.656.0202 Office
800.332.7095 Toll Free
406.652.6865 Fax
tneprud@tractorandequipment.com

CITY OF Billings

A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for a MINI-EXCAVATOR for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled MINI-EXCAVATOR for the City of Billings, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, September 5, 2023.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this **MINI-EXCAVATOR** bid may be obtained by contacting Brandon Schmidt, Cemetery Supervisor, via telephone at 406-657-8299, or via email at schmidtb@billingsmt.gov.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, September 5, 2023.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. 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.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

a. Carefully examine the Standards and Specifications as well as all other attached documents;
b. Fully inform themselves of the existing conditions and limitations;
c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, September 5, 2023.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Brandon Schmidt, Cemetery Supervisor, at schmidtb@billingsmt.gov, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

FUTURE PURCHASES

The bid price will remain in effect for the duration of the model year production and within the manufacturer's capacity to produce the units. The City may place additional orders for vehicles from the prices established as a result of this bid.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): http://mtbillings3.civicplus.com/DocumentCenter/View/26004
- City of Billings Business License: https://www.billingsmt.gov/981/Business-License-Information

- Montana Contractor's License: http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: http://erd.dli.mt.gov/work-comp-regulations

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c) Whether the bidder can perform the contract within time specified.

d) The quality of performance of previous contracts, agreements and/or performance.

e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.

f) Such other information which may be secured having a bearing on the decision to award the contract.

CITY OF Billings

C. Contract Requirements and Specifications

Mini Excavator:	Comply (Y/N):	
• Bucket Digging Force 10,200 lbf	Y/Y	
• 12" Max Tail Swing	NO	14" w/o Counter Weight 19 w/ CW
• Diesel Engine, Minimum 50HP	Y	
• Rubber Tracks	Y	
• Dozer Blade	Y	
• Roll Over Protective Structure	Y	
• Tip Over Protective Structure	Y	
• Falling Objects Protective Structure	Y	
• Engine Block Heater	Y	
• Spark Arrestor	Y	
• Enclosed Cab w/HVAC	Y	
• Work Lights	Y	
• 36" Bucket	Y	
• Hydraulic Hammer/Breaker		
• All Necessary Kits to Attach/Operate Attachments	Y	
• 2-Year Warranty on All Equipment	Y	

Options:	Available (Y/N):
• 18" Bucket	Y
• Heated Cab	Y Include
• Radio	Include
• Attachment Tilt and/or Rotate Kit	Y
• Plate Compactor	Y

Delivered to Mountview Cemetery (1704 Central Ave., Billings, MT 59102)

CITY OF Billings

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.

BASE BID: Mini-Ex w/ 36" Bucket	$ 89,000
OPTION 1 (18" Bucket):	$ 1,073
OPTION 2 (Heated Cab):	$ Included in Sales Price
OPTION 3 (Radio):	$ Included in Sales Price
OPTION 4 (Attachment tilt and/or rotate kit):	$ 22,283
OPTION 5 (Plate Compactor):	$ 5,411

TRADE-IN ALLOWANCE FOR UNIT #1906: ($ 13,480)
1997 JCB-212S Backhoe w/ 4-wheel
Drive and 4-wheel steering approx..
5400 hours (Received at delivery location)

I/We acknowledge _____ addendum.
#

Tractor and Equipment Co. — Company Name
9/5/23 — Date

Truman Agpaoa — Contact Name (please print)
Sales Rep. — Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to

the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

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.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

CITY OF Billings

F. Intent to Respond Form

Email the following Intent to Respond form to within four (4) days of the Bid Opening date of Tuesday, September 5, 2023, even if your company chooses NOT to participate.

To: City of Billings – PRPL Department – Cemetery Division
Attn: Brandon Schmidt, Cemetery Supervisor
Phone: 406-657-8299
Email: schmidtb@billingsmt.gov

From: Truman Neprud — Contact Name
Tractor and Equipment Co. — Company Name
1835 Hamish Blvd. — Company Address
Billings MT. 59102
tneprud@tractorandequipment.com — Email Address
406-672-4975 — Phone Number
406-652-6865 — Fax Number

Please indicate whether or not you intend to submit a bid on: MINI-EXCAVATOR by checking Yes or No.

We intend to respond by the specified due date:

Yes ✓ No _____

Tractor and Equipment Co.
Company Name

8-25-23
Date

Truman Neprud
Contact Name (please print)

Governmental Sales Asso.
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

G. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section F).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

H. Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Tractor & Equipment Co.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto City of Billings

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Dollars ($ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) Caterpillar 306 Mini Excavator

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of September, 2023

(Witness)

Tractor & Equipment Co.
(Principal)
By: (Title)

Danielle Johnson
(Witness)
Danielle Johnson

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By: Tina Foster
Tina Foster (Title) Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Foster** of **KNOXVILLE**, **Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **September**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Cat®
306 CR

Mini Hydraulic Excavator

Features:

The Cat® 306 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- Your choice of a canopy or a sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance help you get the job done more efficiently.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. An optional back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

CHOICES

- Configure the machine to meet your specific application needs with a straight blade, angle blade, or Extra Tool Carrier (XTC).

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	Cat C2.4 Turbo	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final/EU Stage V ISO 9249/EEC 80/1269	41.7 kW	55.9 hp
Gross Power		
ISO 14396	43.2 kW	57.9 hp
Bore	87 mm	3.4 in
Stroke	102.4 mm	4 in
Displacement	2.43 L	148 in^3

Weights

Minimum Operating Weight with Canopy*	6411 kg	14,136 lb
Maximum Operating Weight with Canopy**	7107 kg	15,671 lb
Minimum Operating Weight with Cab*	6485 kg	14,299 lb
Maximum Operating Weight with Cab**	7175 kg	15,821 lb

*Minimum Weight is based on rubber tracks, operator, full fuel tank, standard stick, blade and bucket.

**Maximum Weight is based on steel tracks, extra counterweight, operator, full fuel tank, long stick, blade and bucket.

CAT®

306 CR Mini Hydraulic Excavator

Weight Increase from Minimum Configuration

Counterweight	250 kg	551 lb
Long Stick	44 kg	97 lb
Steel Tracks with Pads	375 kg	827 lb
Angle Blade	102 kg	225 lb
XTC Carriage (no tool)	64 kg	141 lb

Travel System

Travel Speed – High	5.0 km/h	3.1 mph
Travel Speed – Low	2.8 km/h	1.7 mph
Maximum Traction Force – High Speed	31 kN	6,969 lbf
Maximum Traction Force – Low Speed	56 kN	12,589 lbf
Ground Pressure – Minimum Weight	35.4 kPa	5.1 psi
Ground Pressure – Maximum Weight	39.1 kPa	5.7 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	8.0 L	2.1 gal
Fuel Tank	130 L	34.3 gal
Hydraulic Tank	39 L	10.3 gal
Hydraulic System	75 L	19.8 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	173 L/min	46 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	210 bar	3,046 psi
Auxiliary Circuit – Primary		
Flow	90 L/min	24 gal/min
Pressure	245 bar	3,553 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	245 bar	3,553 psi
Digging Force – Stick (Standard)	29.5 kN	6,632 lbf
Digging Force – Stick (Long)	26.5 kN	5,957 lbf
Digging Force – Bucket	51.5 kN	11,578 lbf

Swing System

Machine Swing Speed	11 rpm

Blade

Straight Blade Width	1980 mm	78 in
Straight Blade Height	390 mm	15.4 in
Angle Blade Width	1980 mm	78 in
Angle Blade Height	400 mm	15.7 in

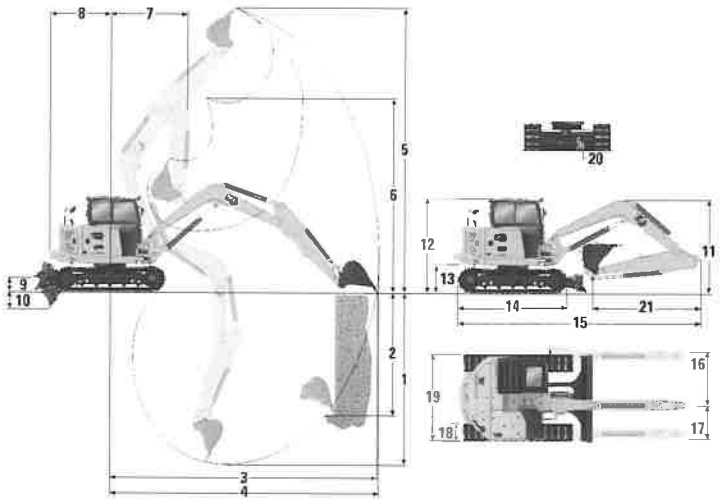
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	99 dB(A)

• European Union Directive "2000/14/EC"



Dimensions

		Standard Stick	Long Stick
1	Dig Depth	3710 mm (146 in)	4110 mm (162 in)
2	Vertical Wall	2710 mm (107 in)	3165 mm (125 in)
3	Maximum Reach at Ground Level	6130 mm (241 in)	6535 mm (257 in)
4	Maximum Reach	6295 mm (248 in)	6685 mm (263 in)
5	Maximum Dig Height	5835 mm (230 in)	6130 mm (241 in)
6	Maximum Dump Clearance	4325 mm (170 in)	4610 mm (181 in)
7	Boom in Reach	2485 mm (98 in)	2960 mm (117 in)
8	Tail Swing with Counterweight	1475 mm (58 in)	1475 mm (58 in)
	Tail Swing without Counterweight	1350 mm (53 in)	1350 mm (53 in)
9	Maximum Blade Height	415 mm (16 in)	415 mm (16 in)
10	Maximum Blade Depth	600 mm (24 in)	600 mm (24 in)
11	Transport Height	1755 mm (69 in)	2410 mm (95 in)
12	Cab Height	2545 mm (100 in)	2545 mm (100 in)
13	Swing Bearing Height	672 mm (26 in)	672 mm (26 in)
14	Overall Undercarriage Length	2580 mm (102 in)	2580 mm (102 in)
15	Overall Shipping Length	5975 mm (235 in)	5950 mm (234 in)
16	Boom Swing Right	910 mm (36 in)	910 mm (36 in)
17	Boom Swing Left	735 mm (29 in)	735 mm (29 in)
18	Track Belt/Shoe Width	400 mm (16 in)	400 mm (16 in)
19	Overall Track Width	1980 mm (78 in)	1980 mm (78 in)
	Width Over Upper House	1950 mm (77 in)	1950 mm (77 in)
20	Ground Clearance	306 mm (12 in)	306 mm (12 in)
21	Stick Length	1580 mm (62 in)	1980 mm (78 in)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1287). The system contains 0.9 kg of refrigerant which has a CO_2 equivalent of 1.287 metric tonnes.

Lift Capacities – Minimum Configuration

Lift Point Height			Lift Point radius 3 m (9.8 ft)			Lift Point radius 4.5 m (14.8 ft)			Lift Point radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)							*1155 (*2,547)	*1155 (*2,547)	*1155 (*2,547)	4.16 (13.6)
3 m (9.8 ft)	Standard Stick	kg (lb)				*1615 (*3,561)	1175 (2,591)	960 (2,117)	*1055 (*2,326)	*1055 (*2,326)	760 (1,676)	5.18 (17.0)
1.5 m (4.9 ft)	Standard Stick	kg (lb)	*3470 (*7,651)	2040 (4,498)	1595 (3,517)	*1945 (*4,289)	1120 (2,470)	905 (1,996)	*1125 (*2,481)	830 (1,830)	675 (1,488)	5.51 (18.1)
0 m (0 ft)	Standard Stick	kg (lb)	*3555 (*7,839)	1955 (4,311)	1515 (3,341)	*2135 (*4,708)	1080 (2,381)	865 (1,907)	*1390 (*3,065)	860 (1,896)	695 (1,532)	5.32 (17.5)

Minimum Weight includes rubber tracks, no extra counterweight, operator, full fuel tank, standard stick, blade and no bucket.

Lift Capacities – Maximum Configuration

Lift Point Height			Lift Point radius 3 m (9.8 ft)			Lift Point radius 4.5 m (14.8 ft)			Lift Point radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Long Stick	kg (lb)				*1365 (*3,010)	*1365 (*3,010)	1150 (2,536)	*1145 (*2,525)	*1145 (*2,525)	*1145 (*2,525)	4.70 (15.4)
3 m (9.8 ft)	Long Stick	kg (lb)				*1420 (*3,131)	*1420 (*3,131)	1140 (2,514)	*1055 (*2,326)	*1055 (*2,326)	800 (1,764)	5.60 (18.4)
1.5 m (4.9 ft)	Long Stick	kg (lb)				*1780 (*3,925)	1315 (2,900)	1075 (2,370)	*1110 (*2,448)	875 (1,929)	720 (1,588)	5.90 (19.4)
0 m (0 ft)	Long Stick	kg (lb)	*3495 (*7,706)	2275 (5,016)	1785 (3,936)	*2085 (*4,597)	1255 (2,767)	1020 (2,249)	*1310 (*2,889)	900 (1,985)	735 (1,621)	5.73 (18.8)

Maximum Weight includes steel tracks, extra counterweight, operator, full fuel tank, long stick, blade and no bucket.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart.

EQUIPMENT

ENGINE

- Cat C2.4T Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter
- Side by Side Engine and Hydraulic Oil Cooler
- Extended Life Coolant, –37° C (–35° F)
- Ecology Drain

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring
- Certified Accumulator
- Hydro Advanced Hydraulic Oil
- Auxiliary Hydraulic Lines:
- 1 and 2-way (combined function)
- Auxiliary Line Quick Disconnects
- Adjustable Auxiliary Flow
- Continuous Flow
- Adjustable Auxiliary Relief

(continued on next page)

EQUIPMENT *(continued)*

OPERATOR ENVIRONMENT
- Canopy or Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396:2008
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat
- Travel Pedals and Hand Levers
- Cat Key with Passcode Option
- Hydraulic Lockout Controls
- High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- Literature Holder
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Signaling/Warning Horn
- Cab and (left side) Boom Work Lights
- Utility Space for Mobile Phone
- Color LCD Monitor
  - Fuel Level and Coolant Temperature Gauges
  - Maintenance and Machine Monitoring
  - Performance and Machine Adjustments
  - Numeric Security Code
  - Multiple Languages
  - Camera Ready
  - Hour Meter with Wake Up Switch
  - Jog Dial Control Interface
- Cab Machines Only
  - HVAC with Automatic Temperature Control
  - Integrated Lower Front Window
  - Assisted Front Window Overhead Storage
  - Rear Window Emergency Exit
  - LED Interior Light
  - 12V Power Socket
  - Radio – Bluetooth®, USB, Auxiliary, Microphone
  - Skylight

UNDERCARRIAGE
- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Straight Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Rubber Tracks

BOOM, STICK AND LINKAGES
- One Piece Boom (3055 mm/120.3 in)
- Standard Stick (1580 mm/62.2 in)
- Long Stick (1980 mm/78.0 in)
- Front Shovel Capable (Pin-On/ Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL
- 12 Volt Electrical System
- 90 Ampere Alternator
- 650 CCA Maintenance Free Battery
- Battery Disconnect
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Basic (regulations apply, not available in all regions)
- Travel Alarm

OTHER
- Locks on External Enclosure Doors
- Lockable Fuel Cap
- Beacon Socket
- Rear Reflectors

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT
- Cab (see details above)
- Next Generation Advanced Monitor
  - Touch Screen
  - Site Reference System
  - High Definition Camera Capable
- Rain Visor
- Air Suspension Heated Seat with Cab
- Top Guard – ISO 10262:1998 (Level II)

ELECTRICAL
- Product Link Elite (regulations apply, not available in all regions)
- Rearview Camera
- Rotating Beacon

OTHER
- Attachments including Buckets, Augers and Hammers
- Angle Blade
- Extra Tool Carrier (XTC)
- Steel Tracks (450 mm/17.7 in wide)
- Steel Track with Rubber Pads
- 2nd Auxiliary Hydraulic Lines
- Additional Counterweight
- Boom and Stick Hose Burst Check Valves
- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Cab Guarding

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

AEHQ8236 (08-2019)
(North America, Europe, ANZP)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Equipment Protection Plans (EPP)

3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

1 SELECT YOUR PROTECTION OPTION

Choose from our **Powertrain, Powertrain + Hydraulics, Powertrain + Hydraulics + Technology** and **Premier** plans to get the exact age and hours for the protection you need.

PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

ENGINE RELATED
- Governor/Speed Limiter
- Fuel Injection Lines

STEERING & SUSPENSION
- Power Steering Logic Module
- Steering Linkage
- Suspension Control & Control Valve
- Suspension Cylinder

ELECTRONICS
- Cat Grade Control
- Product Link™
- Traction Control System
- Protection Devices & Alarms
- Speed Sensors

BRAKING
- Cylinder Head Assembly
- Control Valves
- Accumulator
- Parking Brake

CAB
- Steering Column
- Gauges/Indicators/Instruments
- Circuit Board
- Wiring Harness/Switches
- Relays/Circuit Breakers
- Fuse/Circuit Breaker Panel

POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)

CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK
Components covered under standard warranty that are factory or dealer installed prior to delivery

- Integrated Machine Displays
- Monitors
- Sensors
- Cables/Harness Wiring
- Engine Control Module (ECM)
- GNSS Antennas
- GNSS Receivers
- Inertial Measurement Unit
- Laser Catcher/Receiver
- Satellite Receiver
- Position Sensing Cylinders
- Integrated Joystick Buttons/Controls
- Software
- Status Lights
- Load Lights
- VIMS (Vital Information Management System)
- Asset Control System
- Product Link System Cellular and Satellite Global Positioning System

POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)

STEERING & IMPLEMENT CONTROLS
- Hydraulic Pumps
- Hydraulic Motors
- Hydraulic Cylinders
- Hydraulic Valves
- Hydraulic Accumulators
- Hydraulic Lines
- Hydraulic Hoses
- Electronic Controls -Implement & Steering
- Joystick
- Pilot Control Valve
- Hydraulic Tank
- Hydraulic Oil Filter Base
- Hydraulic Swivel
- Hydraulic Oil Temp Sensor
- Hydraulic Oil Cooler
- Transmission Oil Lines
- Drive Train Oil Lines
- Steering Gear & Valve

POWERTRAIN

ENGINE
- Fan & Fan Drive
- Hydraulic Fan Motor
- Jacket Water Pump, Drive Group
- Thermostat/Regulator
- Timing/Accessory Gears
- Timing Chain/Belt
- Engine Oil Cooler
- Engine Oil Pump
- Engine Oil Pan Group
- Engine Oil Filter Housing/Base
- Cylinder Block
- Cylinder Head Casting
- Crankshaft Main & Rod Bearings
- Piston & Connecting Rod
- Pistons & Piston Rings
- Camshaft & Camshaft Bearing
- Inlet/Exhaust Valve
- Push Rod & Balancer
- Rocker Arm & Rocker Shaft Assembly
- Valve Cover & Base
- Valve Spring
- Valve Guide
- Flywheel
- Air Line/Pipe
- Aftercooler Group
- Turbocharger
- Manifolds, Inlet & Exhaust
- Fuel Pump
- Governor
- Fuel Injection Pump
- Fuel Transfer Pump
- Solenoids/Sensors
- Electronic Control Module (ECM)

TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE
- Transmission Case
- Transmission Gears
- Transmission Shaft
- Transmission Hydraulic Control
- Transmission Electronic Control
- Transmissions Oil Pump
- Transmissions Oil Filter Base
- Torque Converter
- Transfer Gear Group

DRIVE TRAIN
- Differential Case
- Differential Steering Components
- Axle Housing Assembly
- Axle Shaft
- Drive Axle
- Final Drive Case/Bore
- Final Drive Gears
- Universal Joint

2 KNOW YOUR RESPONSIBILITIES

To qualify for coverage under an EPP, you need to:

- Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)
- Ensure recommended preventive maintenance is performed at intervals specified in the OMM
- Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request
- Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

3 PURCHASE AND REGISTER YOUR EPP

Work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

EXCLUSIONS*

If a component isn't listed, it may not be included in your plan. Other exclusions include:

- Failures caused by normal wear-out or improper or abusive use of the machine
- Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- Freight charges for parts shipments
- Travel time and mileage involved in getting to a jobsite
- Hauling, retrieval, equipment rental or overtime labor costs
- Repair costs resulting from the failure of any non-covered components
- Downtime loss
- Any incidental or consequential damages or costs incurred as a result of a covered component failure
- Modifications unless approved by Caterpillar

* *These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.*

Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. *CAT DEALERS ONLY: For terms, conditions, and/or exclusions of Equipment Protection, see the appropriate Cat Financial Insurance Services Equipment Protection Plan Service Guide found at https://warranty.cat.com/en/global-guide/caterpillar-financialinsuranceservices.html. These guides are the only safe source for Equipment Protection programs.

To the extent that the above publication(s), bulletin(s), and/or any designated contract(s) are ambiguous or inconsistent with the policy language, the policy language shall determine the coverage under this policy.

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CAT® Financial

CITY OF Billings

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.

BASE BID: Mini-Ex w/ 36" Bucket	$ 103,875.00
OPTION 1 (18" Bucket):	$ 2070.00
OPTION 2 (Heated Cab):	$ Included in Base Bid
OPTION 3 (Radio):	$ Included in Base Bid
OPTION 4 (Attachment tilt and/or rotate kit):	$ 18,450.00
OPTION 5 (Plate Compactor):	$ 7290.50

TRADE-IN ALLOWANCE FOR UNIT #1906: ($ 12,500.00)
1997 JCB-212S Backhoe w/ 4-wheel Drive and 4-wheel steering approx.. 5400 hours (Received at delivery location)

I/We acknowledge _____ addendum.
#

Bobcat of Big Sky
Company Name

9-5-23
Date

Steve Matteson
Contact Name (please print)

Sales Manager
Title

Steve Matteson
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

INVITATION FOR BID (IFB)

Name of Good or Service Requested:

MINI-EXCAVATOR

Contents:

A. Summary of Invitation for Bid
B. Instructions to Bidders
C. Contract Requirements and Specifications
D. Pricing and Addendum
E. Standard Terms and Conditions
F. Intent to Respond Form
G. Questions

Attachment A – Master Q & A Form

CITY OF Billings

A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for a _MINI-EXCAVATOR__ for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled _MINI-EXCAVATOR_ for the City of Billings, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, September 5, 2023.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this **MINI-EXCAVATOR** bid may be obtained by contacting Brandon Schmidt, Cemetery Supervisor, via telephone at 406-657-8299, or via email at schmidtb@billingsmt.gov.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, September 5, 2023.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. 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.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

a. Carefully examine the Standards and Specifications as well as all other attached documents;
b. Fully inform themselves of the existing conditions and limitations;
c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, September 5, 2023.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Brandon Schmidt, Cemetery Supervisor, at schmidtb@billingsmt.gov, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

FUTURE PURCHASES

The bid price will remain in effect for the duration of the model year production and within the manufacturer's capacity to produce the units. The City may place additional orders for vehicles from the prices established as a result of this bid.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): http://mtbillings3.civicplus.com/DocumentCenter/View/26004
- City of Billings Business License: https://www.billingsmt.gov/981/Business-License-Information

- Montana Contractor's License: http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: http://erd.dli.mt.gov/work-comp-regulations

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c) Whether the bidder can perform the contract within time specified.

d) The quality of performance of previous contracts, agreements and/or performance.

e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.

f) Such other information which may be secured having a bearing on the decision to award the contract.

CITY OF Billings

C. Contract Requirements and Specifications

Mini Excavator:	Comply (Y/N):
• Bucket Digging Force 10,200 lbf	Y
• 12" Max Tail Swing	Y
• Diesel Engine, Minimum 50HP	Y
• Rubber Tracks	Y
• Dozer Blade	Y
• Roll Over Protective Structure	Y
• Tip Over Protective Structure	Y
• Falling Objects Protective Structure	Y
• Engine Block Heater	Y
• Spark Arrestor	Y
• Enclosed Cab w/HVAC	Y
• Work Lights	Y
• 36" Bucket	Y
• Hydraulic Hammer/Breaker	Y
• All Necessary Kits to Attach/Operate Attachments	Y
• 2-Year Warranty on All Equipment	Y

Options:	Available (Y/N):
• 18" Bucket	Y
• Heated Cab	Y
• Radio	Y
• Attachment Tilt and/or Rotate Kit	Y
• Plate Compactor	Y

Delivered to Mountview Cemetery (1704 Central Ave., Billings, MT 59102)

CITY OF Billings

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.

BASE BID: Mini-Ex w/ 36" Bucket	$ 119,070.00
OPTION 1 (18" Bucket):	$ 1,776.00
OPTION 2 (Heated Cab):	$ Standard
OPTION 3 (Radio):	$ Standard
OPTION 4 (Attachment tilt and/or rotate kit):	$ 50,950.00 Inc/Shipping + Install
OPTION 5 (Plate Compactor):	$ 10,653.41

TRADE-IN ALLOWANCE FOR UNIT #1906: ($ 14,000.00)
1997 JCB-212S Backhoe w/ 4-wheel
Drive and 4-wheel steering approx..
5400 hours (Received at delivery location)

I/We acknowledge _____ addendum.
#

Tri-State
Company Name

9/5/2023
Date

Matt Redden
Contact Name (please print)

Sale Representative
Title

Matt Redden
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to

the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

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.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

CITY OF Billings

F. Intent to Respond Form

Email the following Intent to Respond form to within four (4) days of the Bid Opening date of Tuesday, September 5, 2023, even if your company chooses NOT to participate.

To: City of Billings – PRPL Department – Cemetery Division
Attn: Brandon Schmidt, Cemetery Supervisor
Phone: 406-657-8299
Email: schmidtb@billingsmt.gov

From:
Matt Redden — Contact Name
Tri-State — Company Name
5250 Midland Rd — Company Address
Billings, MT 59103
mattr@TSTE.com — Email Address
406-698-3866 — Phone Number
406-238-1501 — Fax Number

Please indicate whether or not you intend to submit a bid on: MINI-EXCAVATOR by checking Yes or No.

We intend to respond by the specified due date:

Yes X No ____

Tri-State
Company Name

9/5/2023
Date

Matt Redden
Contact Name (please print)

Sales Representative
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

G. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section F).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

H. Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.

CITY OF Billings

ATTACHMENT A

MASTER Q & A FORM

IFB: MINI-EXCAVATOR

Master Q&A	Any questions regarding this IFB should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable). 3. Submit the completed form via email to schmidtb@billingsmt.gov. Attach associated documents as necessary. Please contact Brandon Schmidt with any questions regarding this process.

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Tri State Truck & Equipment
5220 Midland Road
Billings, MT 59103

SURETY:
(Name, legal status and principal place of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices
One Hartford Plaza
Hartford, CT 06155

OWNER:
(Name, legal status and address)

City of Billings
PO Box 1178
Billings, MT 59103

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2023 Volvo ECR88D

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of September, 2023.

(Witness)

Tri State Truck & Equipment
(Principal) *(Seal)*

By:
(Title) President

(Witness) Travis Davis

Hartford Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) Brandi Davis, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
Agency Code: 52-805342

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Naomi Gerber of Billings MT, Ryan Elliott, Carly Schneidenbach of Bozeman MT, Levi T. Downey, Thomas J. Downey, John McGree, Polly Smith of Butte MT, Colleen Elmquist, Kyle Hager, Sherrie Paulson, Cara Piccono of Great Falls MT, Colleen M. Sullivan of Helena MT, Donna Kramer, Audrey Olson, Cathy Vail of Kalispell MT, Brandi N. Davis, Micah Deckart, Heather A. Freeman, Cynthia L. Heiney, Pamela A. Nelson, AiLi Palmer, Melissa Wolf of Missoula MT, Kelly Tenold, Fred Thomas of Stevensville MT, Victoria Crist, Thomas V.A. Davis, Thomas Denison, Jonathan M. Emmons, Allan Hultgren, Jaclyn R. Kruse, Patrick S. McCutcheon, Rhela Moulding, Jon M. Riche of SPOKANE, Washington

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 20, 2023.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

2023 Volvo ECR88D Hydraulic Excavator
S/N: 219116
Hours: New

- Volvo D2.6H @ 58 HP Engine
- 18" Rubber Track Pads
- 140" Boom, 67" Arm
- Aux. Hydraulics
- Rear and Front Work Lights, Rearview Mirror
- Dozer Blade w/ Float
- ROPS Cab With Heater/AC and Radio/MP3/AUX.
- Fabric Seat With 3" Seat Belt
- Pilot Controls, Travel Alarm, Heavy Counter Weight
- Volvo Hydraulic Attachment Bracket
- Hydraulic Thumb
- Active Care Direct

Lifetime Frame Warranty

Weight: **19,910 Lbs.**

2H3

Tri State Truck & Equipment, Inc. EST. 1961
5250 Midland Rd.
P.O. Box 1298
Billings, MT 59103

MATT REDDEN
Sales Representative

(406) 245-3188
Cell: (406) 698.3866

Email: mattr@tste.com
www.tste.com

Volvo Excavators 8.6-10.0 t / 19,010-22,050 lb 58 hp

ECR88D

Volvo Construction Equipment

Welcome to our world

Welcome to a world of industry leading machinery. A world where imagination, hard work and technological innovation will lead the way towards developing a future which is cleaner, smarter, and more connected. A world supported by the enduring values of the Volvo Group. A world of stability, sustainability and innovation. A world which we put our customers at the heart of.

Welcome to the world of Volvo Construction Equipment – we think you're going to like it here.

Small machines, big results

With decades of experience in the design and manufacture of compact excavators and wheel loaders, our range of compact machinery is designed with customer success in mind. Built from the same DNA as large Volvo machinery, our compact range sets the standard for efficiency performance and uptime – complemented by an extensive range of Volvo attachments for maximum versatility.

Building on our proud history, the Volvo Concept Lab continues to create cutting-edge ideas and innovative concepts – such as our award-winning electric compact machines – to ensure we offer our customers machines which deliver big results long into the future.

Solutions for you

Our industry leading machines are just the start of your relationship with Volvo. As your partner, we have developed an extensive range of additional solutions to help you improve uptime, boost productivity and reduce costs.

Designed for your business

Structured across nine blocks, our portfolio of products and services are designed to complement your machine's performance and boost your profitability. Simply put, we offer some of the best guarantees, warranties and technological solutions in the industry today.

There when you need us

Whether you're buying new or used, our global network of dealers and technicians offer around-the-clock support, including machine monitoring and world-class parts availability. It's the basis of everything offered by Volvo Services, so you can be confident we've got you covered right from the start.

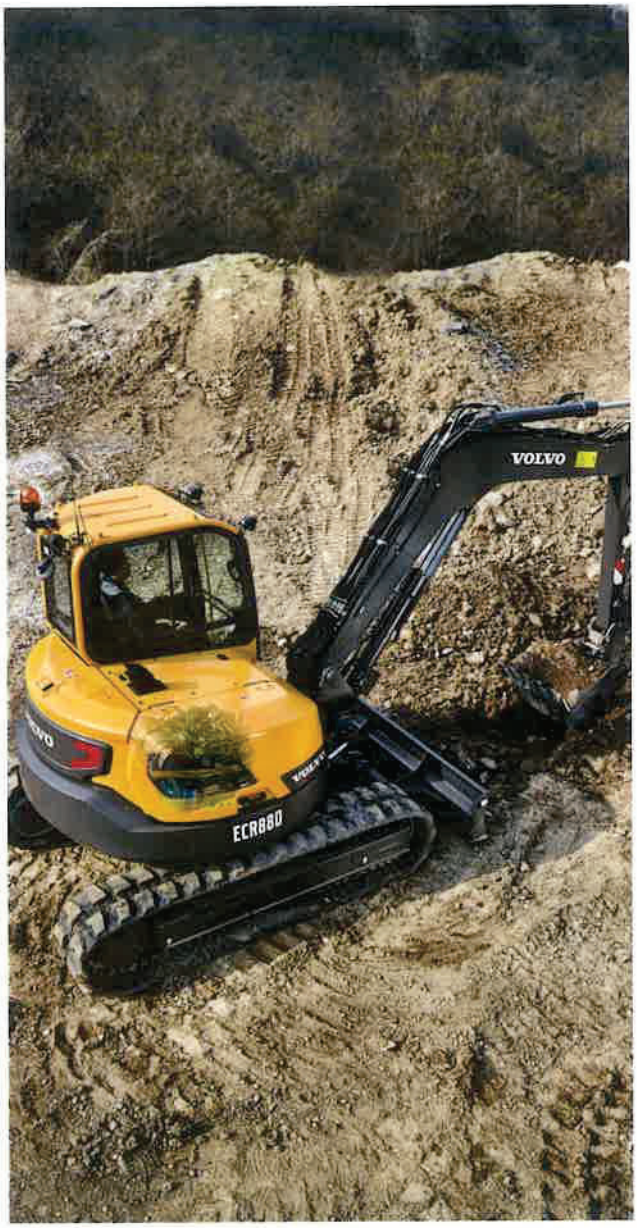
BUILDING TOMORROW

Powered to perform

Volvo proudly introduces the new ECR88D compact short swing radius excavator. Featuring a powerful Volvo engine and perfectly matched hydraulic system, this machine delivers high performance, excellent control and low fuel consumption. Sustain optimum power and productivity with Volvo.

Volvo engine

Volvo's premium Tier 4f / Stage V engine delivers superior performance and low fuel consumption. The engine features an Exhaust After Treatment System (EATS) to lower emissions and a regeneration process that does not interrupt operation, performance or productivity.



Slew and boom offset

Slew and boom offset movements are controlled simultaneously for easy and fast positioning of the machine. Joystick control enables precise, smooth and effortless command of the slew and boom offset.

Tractive force

High system pressure delivers impressive tractive force when climbing gradients or traveling over rough terrain. For improved performance, the ECR88D boasts a 16% improvement in tractive force compared to the previous model.

ENHANCED HYDRAULICS

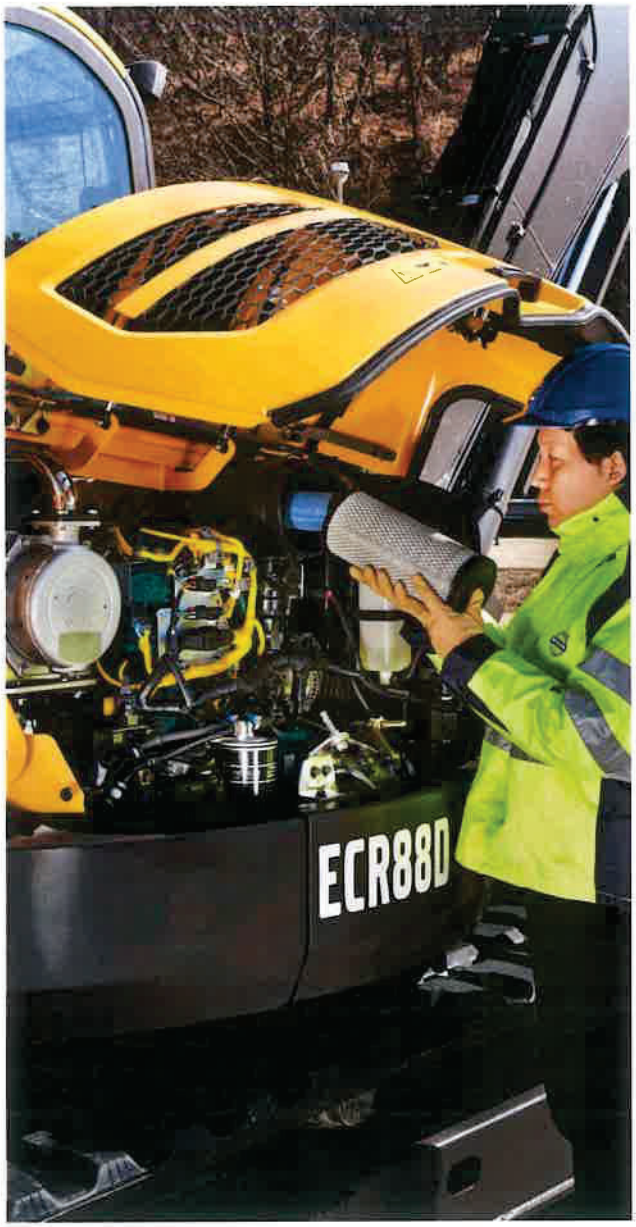
Volvo's state-of-the-art hydraulic system is perfectly matched to the Volvo engine and components – delivering high performance and improved fuel efficiency. The hydraulic system has been designed for fast response and smooth operation.

Stability you can count on

Whether you're working in the road construction, utilities, landscaping or any other application, the ECR88D will give you access to more jobsites, where you can work closer to obstacles, safely. With a heavy counterweight and strong undercarriage, this machine delivers superior stability. And with easy service access you'll enjoy maintenance made easy with Volvo.

Service access

For safe and easy access, all service check points are located under the wide-opening engine hood and are accessed from ground level. Grouped filters ensure regular maintenance is straightforward and uptime is maximized.

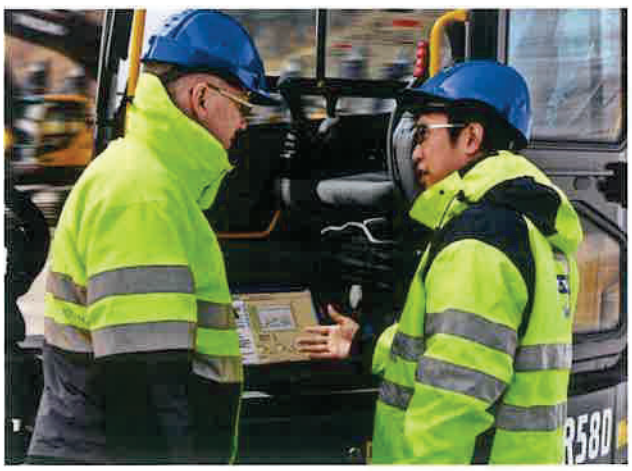


Single pivot pin

Volvo uses a single pivot design that achieves maximum support between main frame and front equipment, This concept increases, stability, durability and lifetime of the components.

MATRIS and VCADS Pro

For increased uptime, Volvo's high-tech, computer-based MATRIS tool allows you to monitor machine usage and analyze machine operation. VCADS Pro analysis and programming software provides fast diagnostics.



STABILITY

Design improvements including a counterweight have shifted the center of gravity towards the rear of the machine. Together with a strong undercarriage, this delivers superior stability while lifting bigger loads.

Visibly better

At Volvo we know that when operators are comfortable they experience less fatigue and work more productively. That's why the premium, Volvo designed cab provides superior visibility, a safe and spacious working environment and easy to access controls. Step inside and see the results for yourself.

Climate control

Control your climate with Volvo's powerful, industry-leading climate control system. With seven well-spaced vents quickly heating or cooling the cab, this air circulation and defrosting system increases comfort and productivity.

Ease of control

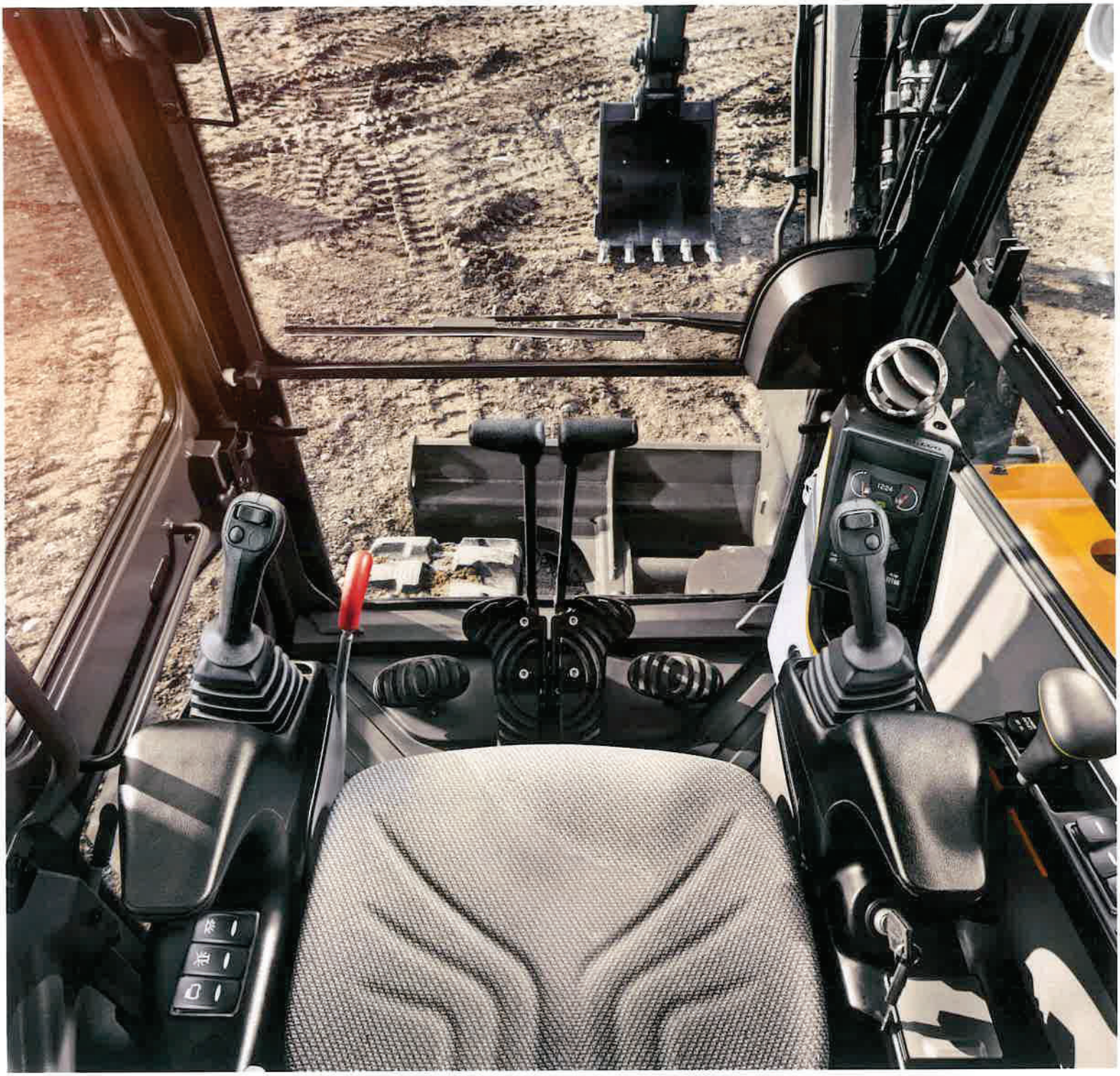
Control your machine with minimal effort in order to get more done in less time. The keypad groups all controls on the right hand side and the 7" color LCD screen displays all machine information for access to functions through its easy to use menus. Through the hot keys, the operator can directly access pre-set functions for added convenience.

Proportional joysticks

Via the joystick controls, the operator can easily adjust the direction and amount of hydraulic flow sent to the attachment. Benefit from the correct speed and power for optimal attachment operation.

Storage

The Volvo cab features ample storage locations for personal belongings including an additional glove-box, side pocket, phone storage, cup holder and a pocket behind the seat.



VOLVO CAB

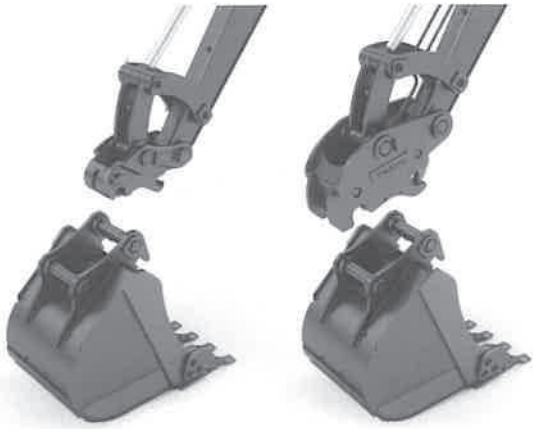
All-around visibility from slim cab pillars and large expanses of glass is at the center of Volvo's cab design. The ROPS certified cab features vibration and noise isolation, ergonomic controls and an adjustable seat for increased comfort, reduced fatigue and increased productivity.

One machine, many job sites

Volvo offers a wide range of durable attachments that are suitable for any job site, including utilities, building, agriculture, landscaping and forestry. Volvo attachments are an integrated part of the excavator for which they're intended – delivering maximum productivity and versatility.

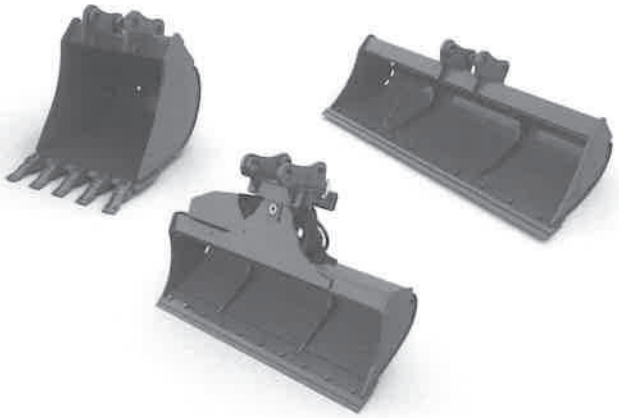
Quick coupler

Both the mechanical and the hydraulic quick couplers allow a complete range of buckets to be changed quickly and efficiently.



Buckets

A complete range of buckets from general purpose reinforced buckets to ditching buckets, allow the ECR88D to work on many job sites for a wide range of applications. The durable buckets are built to work in loose gravel, crushed rock, dirt and soil.



Thumb

Designed to work with both Volvo direct fit buckets and Volvo quick coupler, the Volvo thumb makes handling material easy for tasks including piling, placing, loading, lifting and carrying.

Steelwrist tiltrotator

A Volvo compact excavator together with a Steelwrist® tiltrotator delivers the ultimate combination of high productivity, safety, precision and control. Steelwrist tiltrotators provide a superior tilt angle and the compact design with low build height results in improved digging performance and higher fuel efficiency. Get more done with your machine, without changing attachment or machine position.

ATTACHMENTS VERSATILITY

The machine's attachment can be easily changed to save time and costs. Its design, hydraulics, piping and in-cab controls combined with Volvo's attachments range allows the ECR88D to take on a variety of tasks. Volvo attachments work in harmony with the machine to deliver maximum productivity.

Built to get the job done

Enhanced hydraulics

The hydraulic system is perfectly matched to the engine and components for fast response and smooth operation.

Stability

A heavy counterweight and a strong undercarriage deliver superior stability and the ability to lift bigger loads.

Service access

All service check points are accessed from ground level. Grouped filters make regular maintenance easy.

Single pivot pin

Volvo uses a single pivot design that achieves maximum support between main frame and front equipment, This concept increases, stability, durability and lifetime of the components

Optional hydraulics

For increased versatility, auxiliary hydraulic systems are available to enable the operation of a wide range of attachments.

MATRIS and VCADS Pro

The MATRIS tool monitors machine usage and operation. VCADS Pro analysis and programming software provides fast diagnostics.

ECO mode

The ECO mode provides optimal working performance together with fuel saving.

Optional dozer floating

The optional dozer blade float function 'floats' the dozer blade over the ground for improved leveling control and fuel efficiency.

Undercarriage

Durable and strong X-shape undercarriage ensures superior stability and increases machine lifetime.

Auto engine shutdown

The auto engine shutdown provides lower fuel costs, less noise, much lower maintenance costs and a greater resales value.

Auto idle

Engine speed is reduced to idle when the controls are inactive for more than five seconds or the left-hand console is raised – reducing fuel consumption and noise.

Volvo engine

Tier 4f compliant Volvo Engine delivers superior performance with low fuel consumption.

Volvo Cab

Volvo's purpose designed cab offers excellent allround viability, enhanced by the slim cab pillars and large windows.

CITY OF Billings

INVITATION FOR BID (IFB)

Name of Good or Service Requested:

MINI-EXCAVATOR

Contents:

A. Summary of Invitation for Bid
B. Instructions to Bidders
C. Contract Requirements and Specifications
D. Pricing and Addendum
E. Standard Terms and Conditions
F. Intent to Respond Form
G. Questions

Attachment A – Master Q & A Form

CITY OF Billings

A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for a MINI-EXCAVATOR for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled MINI-EXCAVATOR for the City of Billings, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, September 5, 2023.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this **MINI-EXCAVATOR** bid may be obtained by contacting Brandon Schmidt, Cemetery Supervisor, via telephone at 406-657-8299, or via email at schmidtb@billingsmt.gov.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, September 5, 2023.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. 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.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

a. Carefully examine the Standards and Specifications as well as all other attached documents;
b. Fully inform themselves of the existing conditions and limitations;
c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, September 5, 2023.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Brandon Schmidt, Cemetery Supervisor, at schmidtb@billingsmt.gov, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

FUTURE PURCHASES

The bid price will remain in effect for the duration of the model year production and within the manufacturer's capacity to produce the units. The City may place additional orders for vehicles from the prices established as a result of this bid.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): http://mtbillings3.civicplus.com/DocumentCenter/View/26004
- City of Billings Business License: https://www.billingsmt.gov/981/Business-License-Information

- Montana Contractor's License: http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: http://erd.dli.mt.gov/work-comp-regulations

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c) Whether the bidder can perform the contract within time specified.

d) The quality of performance of previous contracts, agreements and/or performance.

e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.

f) Such other information which may be secured having a bearing on the decision to award the contract.

CITY OF Billings

C. Contract Requirements and Specifications

Mini Excavator:	Comply (Y/N):
• Bucket Digging Force 10,200 lbf	Y
• 12" Max Tail Swing	Y
• Diesel Engine, Minimum 50HP	Y
• Rubber Tracks	Y
• Dozer Blade	Y
• Roll Over Protective Structure	Y
• Tip Over Protective Structure	Y
• Falling Objects Protective Structure	Y
• Engine Block Heater	Y
• Spark Arrestor **(See word doc on back of Bid)**	N/A
• Enclosed Cab w/HVAC	Y
• Work Lights	Y
• 36" Bucket	Y
• Hydraulic Hammer/Breaker	
• All Necessary Kits to Attach/Operate Attachments	Y
• 2-Year Warranty on All Equipment	Y

Options:	Available (Y/N):
• 18" Bucket	Y
• Heated Cab	Y Standard Equip.
• Radio	Y Standard Equip.
• Attachment Tilt and/or Rotate Kit	Y - **see word document on back of Bid**
• Plate Compactor	Y

Delivered to Mountview Cemetery (1704 Central Ave., Billings, MT 59102)

CITY OF Billings

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.

BASE BID: Mini-Ex w/ 36" Bucket	$ 128,375 - includes hammer
OPTION 1 (18" Bucket):	$ 1,250
OPTION 2 (Heated Cab):	$ Standard Equip.
OPTION 3 (Radio):	$ Standard Equip.
OPTION 4 (Attachment tilt and/or rotate kit):	$ 62,075 - See word doc on back of Bid.
OPTION 5 (Plate Compactor):	$ 7,200

TRADE-IN ALLOWANCE FOR UNIT #1906: ($ 9,000)
1997 JCB-212S Backhoe w/ 4-wheel Drive and 4-wheel steering approx.. 5400 hours (Received at delivery location)

I/We acknowledge N/A **addendum.**
#

RDO Equipment Company
Company Name

09/01/2023
Date

Chase Sukut
Contact Name (please print)

Sales Professional
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to

the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

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.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

CITY OF Billings

F. Intent to Respond Form

Email the following Intent to Respond form to within four (4) days of the Bid Opening date of Tuesday, September 5, 2023, even if your company chooses NOT to participate.

To: City of Billings – PRPL Department – Cemetery Division
Attn: Brandon Schmidt, Cemetery Supervisor
Phone: 406-657-8299
Email: schmidtb@billingsmt.gov

From:

Chase Sukut	Contact Name
RDO Equipment Co.	Company Name
5221 Midland Road	Company Address
Billings, MT 59101	
csukut@rdoequipment.com	Email Address
406-409-0759	Phone Number
406-259-2269	Fax Number

Please indicate whether or not you intend to submit a bid on: MINI-EXCAVATOR by checking Yes or No.

We intend to respond by the specified due date:

Yes X No _____

RDO Equipment Co.	9/1/2023
Company Name	Date
Chase Sukut	Sales Professional
Contact Name (please print)	Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

CITY OF Billings

G. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section F).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

H. Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.

CITY OF Billings

ATTACHMENT A

MASTER Q & A FORM

IFB: MINI-EXCAVATOR

Master Q&A	Any questions regarding this IFB should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable). 3. Submit the completed form via email to schmidtb@billingsmt.gov. Attach associated documents as necessary. Please contact Brandon Schmidt with any questions regarding this process.

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				

City of Billings Mini Excavator Bid Details

Page 6- Contract Requirements

- Spark Arrestor – Deere emissions systems do not use a spark to regen. RDO can supply further documentation upon request to explain in further detail.

Page 6 – Contract Requirements Options:

- Attachment Tilt and/or Rotate Kit – This package includes 18" and 24" buckets, vibratory compactor, and a "grapple". The grapple is a standard feature on the back of the attachment. This allows for a seamless option to pick up materials without having to disconnect or connect to another attachment. On our tilt rotator attachment, it allows the operator to hook up to a bucket and switch to a hammer or vibratory bucket attachment from the cab allowing the operator to not need to get out of the cab to hook up the hydraulics or electrical components. That is automatic when attaching from the cab. It has an EC-Oil system that allows this to happen. Literature is attached in the bid. The buckets and vibratory attachment listed are specific to Engcon and do not list a 36" option. RDO has also included a specific top cap for the breaker to work with the tilt rotator.

Bond No. 9401865

Fidelity and Deposit Company

POST OFFICE BOX 1227 OF MARYLAND BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, RDO Equipment Co., as Principal, (hereinafter called the "Principal"), and the Fidelity and Deposit Company of Maryland, P.O. Box 1227, Baltimore, Maryland 21203, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Billings, Montana as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent (10%) of Total Amount of Bid Dollars ($ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid MINI-EXCAVATOR

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of August A.D. 2023.

Witness

Principal (Seal)

Sales Manager
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Witness
Julian Thelen

By: (Seal)
Attorney-In-Fact
Ann Higgins
Title

F&D\Bidbond.doc-Bidbondinfo.doc

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of August, 2023.

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 31st day of August, 2023, before me personally appeared Ann Higgins, known to, me to be the Attorney-in-Fact of Zurich American Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

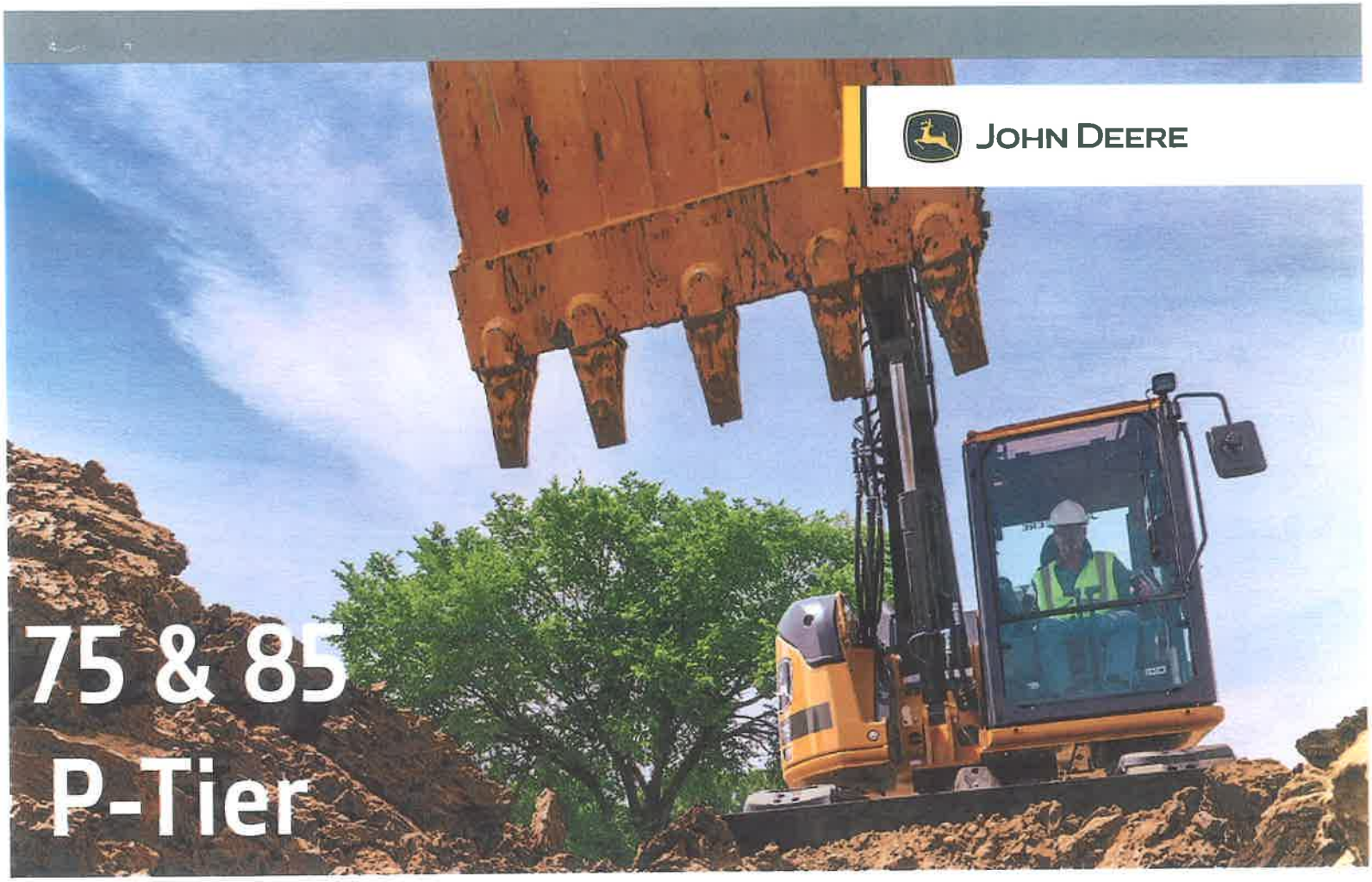
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

DANIELLE H SCHMITT
Notary Public
State of Minnesota
My Commission Expires
January 31, 2024

Notary Public in the State of Minnesota
County of Hennepin

S-0230/GE 10/99

XDP



The performance your jobsite needs and the comfort your operators are asking for.

The improved performance and cab comfort in the 75 and 85 P make this machine more productive, stable, servicable and the new cab provides operator comfort with more leg room, better seat and a new monitor.

By the Numbers

18%

more engine power means more productivity.

6.5”

more floor length means more leg room for operators.

10%

increased machine stabilit means more lift power.

CAB FEATURES

Larger cab with more cab volume and 6.5 more inches of floor length gives operators plenty of room. The new 8" monitor makes viewing the 270 degree camera view even easier while enjoying the new seat and easily adjustable armrests.

PERFORMANCE

These machines have 67-Gross Engine HP, turbo for improved performance at altitutde and increased pump torque. Attachment priority settings allow you to easily control attachment settings in the monitor and adjust hydraulic flow on the fly. Blade to bucket distance has been improved with 10% increased machine stability.

SERVICABILITY

Larger service doors give more room for easier maintenance. Improved oil filter and filter bank access. Removable condenser screen and remote swing bearing grease bank.

NEW FEATURES

Angle Blade with Float Option
Brings out blade frame 14.25 inches from previous model, not only allowing you to get your bucket closer to the blade but also increases machine stability.

Swing Boom in Joystick
Control for swing boom has been moved off the floor and onto the joystick.

Right, Rear and Left Camera System Standard
Better visbility, 270 degrees around the machine on a new 8" monitor.

CAB HIGHLIGHTS

- Larger Cab
- New 8" monitor with bluetooth
- USB port and phone holder
- Right Rear and Left Cameras
- New Seat
- New Easily Adjustable Armrest
- Swing boom in joystick

75 P Specs

85 P Specs

engcon Positioning System

engcon®

engcon is taking one step further into the future by adapting its products to the latest technology with excavator guidance systems/machine sensors.

ePS is optimized for engcon's smart DC2 control systems where the cabling for the ePS is integrated with the cabling for DC2 but is also "open", which means the ePS also works together with engcon's other control systems and those of other makes.

Conditions

The technology is based on signals from the ePS to the excavator guidance system used by the customer on his excavator. The aim is to enable as many manufacturers' excavator guidance systems as possible to be able to communicate with the ePS.

Advantages

Together with the selected excavator guidance system, ePS reduces the need for a 'conventional' setup, and the driver can see the exact excavation area via the machine control system's display in the cab.

This control, which ensures the exact right amount of material is excavated, provides many advantages:

- Reduced job time
- Reduced fuel consumption
- Reduced wear on machines and tools
- Saves time for other units, such as trucks/dumpers that haul away the excavation material.
- Adapted to the DC2 control system, but possible to mount on other control systems
- Fully independent of the control system make and model via own cabling (if not DC2)
- Can be ordered with, or retrofitted, to all generation 2 tiltrotators from EC209 upwards *

*Certain modification required on the EC30

engcon supplies the rotation sensor and the excavator guidance system supplier supplies the tilt sensor.

Auto-tilt and auto-rotation functions can also be obtained with the combination ePS and certain makes of excavators and excavator guidance systems. Contact your excavator guidance system supplier for further information.

CHANGE THE WORLD OF DIGGING

engcon North America Inc. | 2666 State Street, Hamden CT 06517
Phone +1 203 691 5920 | **Email** northamerica@engcon.com | **Web** engcon.com

EC-Oil

engcon®

Switch jobs in an instant – from the cab

EC-Oil is the key to our system. It allows for quick switching of hydraulic tools and connection/disconnection of the tiltrotator for increased breakout force. The EC-Oil automatic hydraulic connector is now standard. In some jobs, this can save an hour or more every day compared to manual connection – and time is money.

As a supplier we can help you with a total solution – everything from control systems, machine coupler, tiltrotators and associated tools. Use EC-Oil for instant tool and attachment changes directly from the cab.

With EC-Oil on the machine coupler, above and below the tiltrotator and on the tool itself, you can disconnect from the tiltrotator and connect the machine coupler directly to a hydraulic or mechanical tool whenever you need extra breakout force.

This also saves weight, which means fuel savings and improved total efficiency. Together they create a system of tools that allow you to work quickly, efficiently and profitably. EC-Oil is designed for the highest operational reliability in demanding environments.

The EC-Oil™ has no visible hoses or electrical cables that move around when connecting. This reduces the risk for pinch damage and wear. The engcon quick coupler system handles the connection of pressurised tools at full system pressure.

The proprietary oil and electrical connections are designed to be even better at withstanding the tough conditions excavators often have to work in.

The connectors are designed for tough handling, as proven through destructive testing at 1600 bar operating pressure and field tests in difficult environments. EC-Oil™ also connects to central lubrication automatically.

CHANGE THE WORLD OF DIGGING

engcon North America Inc. | 2666 State Street, Hamden CT 06517
Phone +1 203 691 5920 | **Email** northamerica@engcon.com | **Web** engcon.com

Purchaser's Order

DATE Sep 18, 2023

Quote No. 284173

SOLD TO

PURCHASER: CITY OF BILLINGS
STREET ADDRESS: PO BOX 1178
CITY/STATE: BILLINGS, MT
COUNTY: YELLOWSTONE
POSTAL CODE: 59103-1178
PHONE NO.: 406 657 8250
CUSTOMER CONTACT: EQUIPMENT: Brandon Schmidt
PRODUCT SUPPORT: Brandon Schmidt
INDUSTRY CODE: LOCAL GOVERNMENT(GV93)
PRINCIPAL WORK CODE: CEMETERY(835)

SHIP TO

<SAME>

F.O.B. AT: Billings TE

CUSTOMER NUMBER: 9100120

Sales Tax Exemption # (if applicable): N/A

CUSTOMER PO NUMBER:

TERMS

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE ☐ | NET ON DELIVERY ☐ | FINANCIAL SERVICES ☐ CSC ☐ LEASE ☐ LKE Assignment

CASH WITH ORDER	$0.00	BALANCE TO FINANCE	$0.00	INTEREST RATE	0		
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS		OPTIONAL BUY-OUT	$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: TBA | MODEL: 306 | YEAR: 2023
STOCK NUMBER: TBA | SERIAL NUMBER: TBA | SMU: TBA

306 07A CR MHE CFG14B	614-2570	INSTRUCTIONS, ANSI	535-8483	COMPACTOR PLATE, CVP16	612-9616
STICK, LONG, ANGLE BLADE	579-2627	SERIALIZED TECHNICAL MEDIA KIT	421-8926	BRACKET, MHE 5T 45MM, SM-LG	589-5414
LINES, BOOM	532-7892	HEATER, WATER JACKET	566-0462	LINES, CVP16-28, MHE 2-6T	611-9566
LINES, STICK	532-7890	MIRROR, RIGHT SIDE, REAR VIEW	523-6409	AUGER, A41, MHE 5T, 45MM	275-1000
LINKAGE BUCKET W/ LIFTING EYE	538-2697	CONTROL, QC, 3 LINE	532-8607	BIT, AUGER 9"	1535-4084
EOU HOUSE SWING COVER, 6T	605-3335	LINES, QC, LNG STK, 3 LINE	532-8634	BIT, AUGER 12"	153-4085
TRACK, 16", RUBBER BELT	527-2800	THUMB,HYD + COUPLER,PG,HYD, 5T	575-0492	BUCKET-HD, 36", 7.8 FT3, 5T	464-9913
SEAT, MECH SUSP, FABRIC, CAB	569-7627	BUCKET-HD, 18", 3.1 FT3, 5T	464-9909	BUCKET-DCT, 63", 9.9 FT3, 5T	274-9022
BELT, SEAT, 3" RETRACTABLE	510-6085	SHIPPING/STORAGE PROTECTION	0P-2266	PINS, BUCKET, 45MM	282-2785
INTEGRATED RADIO	511-6219	PACKING, LAST MILE PROGRAM	0P-4299		
MONITOR NEXT GEN, ADVANCED, CR	557-5082	TILT ROTATOR, TRS6, 5T, PO-PG	585-0425		
PRODUCT LINK, CELLULAR PL243	557-5067	KIT, TRS JOYSTICK, MHE 2.7-10T	570-7210		
CAT KEY, WITH PASSCODE OPTION	522-6460	KIT, HARNESS, TRS6	585-0431		
NO EXTRA COUNTERWEIGHT	538-2663	LINES, TRS6, MHE 5-6T	585-0454		
BLADE, ANGLE, BOCE	579-2605	HAMMER, B6, MHE 5T,45MM, PO,SM	532-9306		

TRADE-IN EQUIPMENT

MODEL: 212S - JCB(JC) YEAR: 1997 SN.: SLP212ASWE0761897
PAYOUT TO: AMOUNT: $ PAID BY: Dealer
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	$131,767.00
LESS GROSS TRADE ALLOWANCE	($13,480.00)
NET BALANCE DUE	**$118,287.00**
BALANCE	**$118,287.00**

☐ CATERPILLAR EQUIPMENT WARRANTY — INITIAL

The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Warranty applicable including experation date where necessary:

☐ USED EQUIPMENT WARRANTY — INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA:

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY: Neprud, Truman
REPRESENTATIVE

PURCHASER

APPROVED AND ACCEPTED ON: CITY OF BILLINGS
PURCHASER

BY
SIGNATURE

PRINT NAME AND TITLE
:

ADDITIONAL TERMS AND CONDITIONS

1. Terms of Payment: Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment.
All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally collect.

2. Additional Terms and Conditions : This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.

3. LKE/RENTAL SALE: YES or NO: (circle one)

4. ADDITIONAL DOCUMENTS: If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.

5. ACCEPTANCE; MODIFICATION: This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manger and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.

6. SECURITY INTEREST: In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.

7. DELIVERY, INSPECTION, and ACCEPTANCE: The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at it's sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.

8. PERFORMANCE EXCUSED: Seller shall not be liable for Seller's inability to perform any or all of it's obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance by Seller, the dates of the performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.

9. NEW and USED EQUIPMENT: The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.

10.LIMITED WARRANTY and DISCLAIMER: Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.

11.WARRANTY PROCEDURES: Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or it's designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.

12. DISCLAIMER and RELEASE: THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER, SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO; (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.

13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES: SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLEGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

14. PURCHASER'S RESPONSIBILITIES: Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, even though it may receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance of the Equipment, (b) for it's suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the installation of the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.

15. PURCHASER'S INDEMNITY: PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.

16. INSURANCE: Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more polices insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.

17. DEFAULT: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

18. NON-WAIVER: No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.

19. NOTICES: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

20. ASSIGNMENT: This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.

21. SEVERABILITY: Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.

22. MERGER; NO CREDIT AGREEMENT: The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

23. ATTORNEYS' FEES; APPLICABLE LAW: In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal: This Order shall be governed by and construed in accordance with the laws of the State of Washington..

24. INVALIDITY: Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.

25. LKE ASSIGNMENT: PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLEY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

26. Telematics Disclaimer: In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.

INITIAL HERE_____

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement (**"DGS"**), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the **"RSP Document"**) The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

City Council Regular
Date: 10/09/2023
Title: Bid Award for De-icer/Anti-icer
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the purchase of De-icer/Anti-icer for $1.51 per gallon from Brenntag Pacific for one year with the option of purchasing the de-icer/Anti-icer for years two and three based on mutual consent of the City and the supplier.

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

The Public Works Department uses liquid calcium chloride on city streets and roads during the winter months to aid in ice and snow removal. On average, between 160,000 and 180,000 gallons of this liquid is used each season. The bid for calcium chloride was advertised on September 8 and September 15, 2023, in the Yellowstone County News and on the City's website. Bids were opened on September 19, 2023, and four bids were received. Brenntag Pacific submitted the lowest responsible bid. Dustbusters provided two bids for magnesium chloride rather than calcium chloride, so these bids were not considered. Calcium chloride was specified in the bid because magnesium chloride requires more maintenance as the product requires frequent mixing. Additionally, Public Works has calcium chloride on hand and the two products are not compatible to be mixed.

ALTERNATIVES

City Council may:

- Approve the award for the purchase of the calcium chloride liquid from Brenntag Pacific; or,
- Not approve the purchase of the calcium chloride liquid. If not approved, it will make it more difficult for the Public Works Department to clear the ice and snow this coming winter and increase safety concerns.

FISCAL EFFECTS

The following bids were received:

Vendor	Brenntag Pacific	EnviroTech Services	Dustbusters, Inc.(1)**	Dustbusters, Inc (2)**
Year 1	$1.51/gallon - $0.1425/pound	$2.30/gallon - $0.206/pound	$1.07/gallon - $0.099/pound	$1.07/gallon - $0.099/pound
Year 2	$1.51/gallon - $0.1425/pound	$2.40/gallon - $0.215/pound	$1.14/gallon - $0.105/pound	$1.07/gallon - $0.099/pound
Year 3	$1.51/gallon - $0.1425/pound	$2.50/gallon - $0.224/pound	$1.20/gallon - $0.111/pound	$1.07/gallon - $0.099/pound

**These bids are considered non-responsive as they did not meet the bid specifications.

The de-icer/anti-icer product is budgeted for in the FY24 Street and Traffic budget. The price paid last year was $1.35 per gallon. The current low bid is $.16 more or an 11.8% increase; however the new bid price is in effect for three years. There is sufficient budget to award this bid.

City Council Regular

Date: 10/09/2023
Title: Bid Award for Winter Traction Material
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the award for the purchase of winter traction material for $25.00 per ton from Knife River for one year with the option of purchasing the winter traction material for years two and three based on the mutual consent of the City and the Supplier.

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

The Public Works Department uses winter traction material on City streets and roads during the winter months as an aid in ice and snow removal. On average, between 4,000 and 6,000 tons of this material is used in a snow season. The bid for winter traction material was advertised on September 8 and September 15, 2023, in the Yellowstone County News and on the City's website. Bids were opened on September 19, 2023, and two bids were received. Knife River submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve the award for the purchase of the winter traction material; or
- Not approve the award for the purchase of the winter traction material. If not awarded, the Public Works Department will not be able to place sand for traction control this winter which will increase safety concerns.

FISCAL EFFECTS

The following bids were received:

Vendor	Price per ton each Year	Vendor	Price per ton each Year
Knife River	$25.00/Ton Year 1	Fisher Sand & Gravel	$27.50/Ton Year 1
Knife River	TBD Year 2	Fisher Sand & Gravel	$27.50/Ton Year 2
Knife River	TBD Year 3	Fisher Sand & Gravel	$27.50/Ton Year 3

The bid from Knife River was determined to be the lowest, responsible bid as it is lower for year 1 and the City has the ability to decide whether or not to extend into years 2 and 3 based on the cost that is negotiated with Knife River after year 1. The price paid last year was $24.00 per ton and the increase of $1 per ton is a 4% increase. The winter traction material is budgeted in FY24 using Street and Traffic Funds. There is sufficient budget to award this bid.

City Council Regular

Date: 10/09/2023
Title: SID 1421 - Cypress Point, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that Council award a contract for SID 1421 Cypress Point to Askin Construction in the amount of $939,985.

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

SID 1421 Cypress Point, was created to construct water, sanitary sewer, storm drain, curb and gutter, and street improvements to Opal Lane, Greenbriar Road, and Cypress Point located in Lake Hills Subdivision. SID 1421 was created at the January 23, 2023, City Council meeting. The project was bid on April 4, 2023. At that time, all bids were higher than the project budget by approximately $80,000. All bids were rejected at the May 8, 2023, City Council meeting.

The project design was modified and re-advertised on August 4, 11, 18, and 25, 2023, in the Yellowstone County News and on the City's website. Bids were opened on September 5, 2023, and five bids were received. Askin Construction submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1421 Cypress Point to Askin Construction; or,
- Do not award the contract. If not awarded, the project may be more expensive in the future and private property owners could construct the project using other methods.

FISCAL EFFECTS

The following bids were received:

Contractor	Bid
Askin Construction	$939,985.00
K2 Civil	$977,643.55
Weave Construction	$998,976.00
Knife River	$1,000,250.00
JR Civil	$1,371,531.50

This SID project was budgeted in FY24 utilizing the sale of bonds. The low bid of $932,985 is approximately $24,000 more than the amount estimated. Staff worked with the consultant engineer that designed the project to value engineer some items within the project to save money. A small re-design will be completed that will allow staff to execute a change order credit that will save approximately $24,000 and bring the project within estimates. There is adequate budget to award the project.

City Council Regular

Date: 10/09/2023
Title: W.O. 23-27: Landfill Household Hazardous Waste Facility
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council reject all bids received for WO 23-27: Landfill Household Hazardous Waste Facility.

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

The City of Billings Regional Landfill (Landfill) currently uses two self-contained containers for standard household hazardous waste (HHW) materials; one container for e-waste, and a small canopy for oils and petroleum waste. These structures comprise the existing HHW facility and are located off of the paved roadway, away from the Drop-Off Building where customers are directed to deposit their regular waste. When customers have household hazardous waste to deposit, Solid Waste staff often have to stop and leave where they are working to go help these customers with their waste. Furthermore, the new facility will provide improved environmental containment for liquids and less exposure to rain.

W.O. 23-27 involves the construction of a new HHW Facility adjacent to the existing Drop-Off Building. Customers can stay on a paved surface with controlled traffic routes, making it safer to use. Hazardous materials can be dropped off and stored under this single, larger structure. The location is much more convenient for both customers and staff, making operations more efficient. The facility consists of a concrete slab on grade with a concrete curb on three sides and a built-in sump for liquid containment. The slab will be covered by a pre-engineered metal canopy system (open walls), with interior lighting and ancillary electrical components. The project also includes a new asphalt approach and miscellaneous site grading and drainage improvements.

W.O. 23-27 was advertised August 11, August 18, August 25, and September 1, 2023, in the *Yellowstone County News* and on the City's website. Bids were opened September 5, 2023. Two bids were received. K2 Civil submitted the lowest responsible bid. All bids were higher than the estimate and project budget. Staff is reviewing and re-designing some project items to lower costs and will re-bid the project to obtain more favorable bids.

ALTERNATIVES

City Council may:

- Reject all bids for WO 23-27, Landfill Household Hazardous Waste Facility. There is no viable alternative.

FISCAL EFFECTS

The following bids were received:

Bidder (Contractor)	TOTAL Bid Amount
K2 Civil, Inc.	$490,000.00
Yellowstone Basin Construction	$495,340.00

The low bid of $490,000 exceeds the available budget, so staff is recommending to reject all bids. The project will be reviewed, the design will be updated to achieve cost saving measures, and the project will be re-bid in the future.

City Council Regular

Date:	10/09/2023
Title:	Amendment One to Two Commercial Non-Aviation Ground Leases with Gold Creek Cellular of Montana Limited Partnership DBA Verizon Wireless for Communication Sites
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve Amendments One to each Lease, extending the terms for ten (10) years for the Commercial Non - Aviation Ground Leases for Communication Sites with Gold Creek Cellular of Montana Limited Partnership, DBA Verizon Wireless for terms ending in 2032. A Memorandum of Lease is also required for each Lease extension for recording purposes. ATC Sequoia DBA American Tower, as the authorized managing agent for Verizon, will execute the Amendments on Verizon's behalf.

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

Gold Creek Cellular of Montana Limited Partnership, DBA Verizon Wireless, desires to extend the term of two (2) cell tower Leases on Airport property. This first tower lease is located on the west end of the Airport near the City's water tower and is referenced as BIL-Airport. The original Lease was initially established in September 1997 for a ten (10) year term that ended on September 30, 2007. The City Council subsequently approved two renewals of this Lease, a five-year renewal on July 23, 2007, extending the term to September 30, 2012, followed by a ten-year renewal on September 10, 2012, extending the term to September 30, 2022. The second renewal term has now expired and an extension with new terms has been negotiated. Amendment One to this Lease extends the term for a ten (10) year term beginning October 1, 2022 to September 30, 2032. Due to this Lease's strategic location overlooking the City; the tower on this Lease not only has Verizon operating on it, but also has one co-located user, Sprint, now owned by T-Mobile.

The second tower is located on the east end of the Airport, referenced as BIL-Alkali, and provides coverage to the Alkali Creek residential area. The original Lease on this tower was initially established in May 2007 for a five (5) year term that ended on May 31, 2012. On September 10, 2012, the City Council approved a renewal of this Lease for ten (10) years to May 31, 2022. That renewed term has now expired and an extension with new terms has been negotiated. Amendment One to the east-end Lease extends the term for a ten (10) year term beginning June 1, 2022 to May 31, 2032. Unlike the other tower site, Gold Creek constructed a monopole tower on this site, so there is no co-located user on this tower.

During the course of the leases that expired in 2022, two events occurred that impacted finalizing the extended lease terms. First, industry changes involving spectrum licenses and the impact of the spectrum auction occurred that resulted in Verizon selling more than 11,000 of its towers nationwide in 2015 to American Tower DBA ATC Sequoia and assigning some of its leases to American Tower, while retaining some leases. The two cell tower leases at the Airport are managed leases, whereby American Tower owns the tower structures purchased from Verizon with Verizon retaining the leaseholds. American Tower manages the leases for Verizon and leases space on its tower structure back to Verizon and any co-located users.

The second event impacting finalization of the amendments involved the evolution of 5G and the new C-band spectrum, which increases data transfer speed, performance, and provides greater capacity to accommodate more customers and more robust services like virtual reality. The move to 5G and C-band service came with some complications, especially where Airports are concerned. The FAA expressed concerns that 5G service could interfere with airplane altimeters, which give data on a plane's height above the ground and are crucial for bad-weather landing. Altimeters operate in the 4.2-4.4 GHz range and the concern is that the auctioned frequencies sit too close to this range. Data from these radio altimeters informs other safety equipment on the plane, including navigation instruments, terrain awareness, and collision-avoidance systems. In the United States, after the spectrum auction in 2021, 5G services launched in nearly 50 markets on January 19, 2022, using frequencies in the C-Band radio spectrum. Because the proposed 5G deployment involves a new combination of power levels, frequencies, proximity to flight operations, and other factors, the FAA imposed restrictions on flight operations using certain types

of radio altimeter equipment close to antennas in 5G networks located near or on airports. This led to disruptions at some U.S. airports last year as international carriers canceled some flights and sounded an alarm about an approaching deadline for the retrofits. Numerous delays in full spectrum 5G rollout occurred while the FAA worked with wireless carriers on determining Alternative Methods of Compliance (AMOCs) allowing airlines additional time to retrofit their equipment for compliance. Verizon and AT&T agreed to delay some C-Band and 5G usage until July 1 this year as air carriers worked to retrofit their fleets to meet FAA requirements. Air carriers are continuing to update altimeters but global supply chains lag behind current demand, impacted by a combination of the pandemic-induced production slowdown and a surge in demand. As of the July 1 deadline, more than 85% of the altimeters in the domestic commercial fleet serving US airports and about 66% of the international fleet have been updated to operate safely in the US 5G C-band environment; however there still remain a number of aircraft awaiting the retrofit, which means that bad weather, low-visibility days could increase delays and cancellations for these aircraft.

Working to ensure that radio signals from newly activated 5G systems can coexist safely with flight operations, the FAA created the 5G C-band Mitigated Airports (CMA) list of airports, which identifies airports where active 5G telecommunications companies have agreed to voluntarily limit their 5G deployment at the request of the FAA. Meeting the July 1 deadline ensures operators are prepared to fly into the CMA airports under the mitigations that wireless companies agreed to put in place. Aircraft that did not meet the July 1 deadline for meeting the new 5G tolerance requirements face restrictions at CMA airports. Due to the proximity of the cell towers at the Airport to the Airport's runway system, the Airport was included on the Department of Transportation's CMA list. The FAA website has identified the Airport as an airport where greater than 90% of aircraft models available can safely land on the airport's three runways with the low-visibility approaches and has a high volume of aircraft with systems that could be adversely affected by 5G. The FAA has set another deadline, February 1, 2024, which calls for scheduled airlines to ensure their aircraft meet the new requirements by this date, giving them a seven-month grace period to update any laggards in their fleets, while keeping them away from known C-band areas. As more wireless companies roll out 5G services around the US, the FAA intends to drop the airport-by-airport evaluation and consider all US airspace as a 5G environment.

ALTERNATIVES

City Council may:

- Approve Amendments One to each of two Commercial Non-Aviation Ground Leases with Gold Creek Cellular of Montana Limited Partnership DBA Version Wireless for Communication Sites; or,
- Not Approve the Amendments One to each Lease.

FISCAL EFFECTS

For the first year of each extended Lease term, the City will receive a one-time signing bonus of $5,000 for each Lease, $9,000/year for ground rent for each Lease, and $9,000/year for a use fee for each carrier that uses the tower for its operations. Both ground and use charges will be adjusted annually on their respective anniversary dates, using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. The starting rate was established based on the 2022 recommendations of a cell tower market rate study conducted by a hired cell tower consultant that specialized in assisting landowners and government entities with cell tower leases. The rates are in line with similar towers, and take into account factors such as location, unique site circumstances, proximity to other towers, local planning and zoning requirements, as well as other factors.

Attachments

Amend 1 - BIL-Airport
Memorandum of Lease - BIL-Airport
Amend 1 - BIL-Alkali
Memorandum of Lease - BIL-Alkali

AMENDMENT ONE

TO

COMMERCIAL NON-AVIATION GROUND LEASE

FOR USE AS A COMMUNICATIONS EQUIPMENT SITE

BY AND BETWEEN

CITY OF BILLINGS

AND

GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP,

DBA VERIZON WIRELESS

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W I T N E S S E T H

WHEREAS, Gold Creek Cellular of Montana Limited Partnership DBA Verizon Wireless as Lessee, and the City of Billings as Lessor, entered into a Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site (hereinafter Lease) dated September 10, 2012, and

WHEREAS, Lessee and other parties entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015, and both with ATC Sequoia LLC, a Delaware limited liability company, as Tower Operator or Manager (ATC Sequoia LLC and its affiliates all hereinafter collectively American Tower), whereby American Tower subleases, manages, operates and maintains the premises (hereinafter premises or leased premises) on behalf of the Lessee, and

WHEREAS, Lessee has granted American Tower a Limited Power of Attorney, dated March 27, 2015 and recorded May 11, 2015 as Document #3739478 in Yellowstone County,

Montana (hereinafter POA) to negotiate, prepare, execute, deliver, record and/or file certain documents on behalf of Lessee, and

WHEREAS, Lessee continues to occupy and use said leased premises as a communications equipment site without interruption and wishes to extend the term of the Lease and establish new lease rates, terms and conditions for the continued use of said leased premises, and

WHEREAS, Lessee was in good standing on the Lease and current on all payments, requirements, and conditions of the Lease prior to expiration of the Current Term, and

WHEREAS, Lessee owes and agrees to pay and remit rental catch-up payments and late fees to Lessor in relation to the continued occupancy and uninterrupted use of the leased premises, and

WHEREAS, the Lessor also wishes to extend the term of the Lease, establish new lease rates, terms and conditions, and update certain language within the terms and conditions of the Lease.

NOW THEREFORE, the Parties agree to the following amended rates, terms and conditions and language updates:

SECTION 1. ONE-TIME PAYMENT. Lessee shall pay to Lessor a one-time signing bonus payment in the amount of Five Thousand and no/100 ($5,000.00), payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor.

SECTION 2. ARTICLE I, PREMISES AND PRIVILEGES, Paragraph A, is amended to add the Airport location address to the description, to read as follows:

"ARTICLE I

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PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises), for its exclusive use, specifically described as follows:

Premises Address: 284 Southview Drive, Billings, MT

Commencing at the Northwest Corner of Section 25 T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3,707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 1000.00 feet to the True Point of Beginning.

Said Main Parcel containing 10,000 square feet.

Premises is further depicted on attached Exhibit A, and by said reference incorporated into and made a part of this Lease."

SECTION 3. ARTICLE II, TERM OF LEASE, is amended by deleting it in its entirety and replacing it to read as follows:

"ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of October 2012, and terminating on the 30th day of September 2022, provided that with one hundred twenty (120) days advance written notice, either party for any reason, may cancel this Lease. This term is hereinafter known as the "Current Term".

B. Current Term Extended. The Parties agree that the Current Term shall be extended for ten (10) years, commencing on the 1st day of October 2022, and terminating on the 30th day of September 2032. This term is hereinafter known as the "Extended Term".

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C. Option to Extend Further. Lessee shall have an option to further extend this Lease for one additional five (5) year period from and after September 30, 2032 and commencing October 1, 2032, provided the Lessee gives Lessor written notice of its interest in exercising this option to further extend this Lease, at least one hundred eighty (180) days prior to September 30, 2032. Provided also that Lessee has kept and performed all of its obligations and duties, is current on all rents and fees, insurance requirements, has cured any default or delinquency, and has provided notice as provided herein.

D. First Right of Refusal. Provided Lessee is not then in default of this Lease and has kept and performed all of its obligations and duties, at the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity, and subject to City Council approval. Provided also, that the Lessor shall have the sole discretion as to the use of said premises and whether or not the premises will be relet at the end of said term. Provided further, that one hundred eighty (180) days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal and submit an offer for either a new lease or an additional extension of term. Lessor upon election to relet said premises or further extend the term shall give Lessee notice in writing of its decision and the proposed terms for either a new lease or an amendment further extending the term. Lessee shall have sixty (60) days in which to give Lessor notice in writing of acceptance of Lessor's terms for either a new lease or an amendment further extending the term.

E. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension."

SECTION 4. ARTICLE III, RENTAL AND FEES, is deleted in its entirety and amended to read as follows:

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"ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in ARTICLE I, Paragraph A., Lessee or American Tower shall pay to Lessor an annual rental of $9,000.00 per annum for all ground included in this Lease. Said initial Ground Rental shall be payable annually in advance, and initially payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. Subsequent Ground Rentals shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Ground Rental as adjusted in accordance with Paragraph E. hereinafter. Lessor shall send Lessee written notice of the adjusted annual Ground Rental. For the purposes of this Lease, the Lease Year shall comprise the twelve-month period beginning October 1 and ending the following September 30.

B. Use Fee. In addition to the Ground Rental described in Paragraph A. above, Lessee or American Tower shall pay to Lessor an annual Use Fee of $9,000.00 per Lease Year for the Lessee's antenna/radio system and associated operating equipment included on the leased premises. Lessee's initial Use Fee shall be payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. Subsequent Use Fees shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Use Fee as adjusted in accordance with Paragraph E. hereinafter. Lessor shall send Lessee written notice of the adjusted annual Use Fee.

C. Co-locator Use Fee. An annual Use Fee of $9,000.00 per Lease Year shall also be due for each additional user co-located (hereinafter a Co-locator) on the leased premises. Said initial Use Fee for existing Co-locators shall be payable annually in advance, payable within

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fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. All subsequent Co-Locator Use Fees shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Use Fee as adjusted in accordance with Paragraph E. hereinafter. The Use Fee shall not apply to American Tower as long as American Tower is acting only on behalf of the Lessee in a management and maintenance role and so long as American Tower has not installed and is not operating its own antennae/radio system or equipment on the premises.

For each Co-locator or its manager, American Tower, shall collect from the Co-locator and pay to Lessor a current annual Use Fee for Co-locator's antenna/radio system and associated equipment placed upon structures located on the leased premises in accordance with Paragraph C. herein above. Co-locator Use Fees shall be prorated only for the year the Co-locator's use begins, should commencement of the use constitute a period less than one year and shall be effective on the date the co-location begins. Lessee or American Tower shall upon approval of this Amendment, notify Lessor in writing of all co-located users on the premises, their co-location agreement commencement and ending dates, maintain and keep current the list of co-located users, be liable for the continuous collection of said Co-locator Use Fees, and the continuous remittance of payment to Lessor of all Co-locator Use Fees, whether the fees are incurred by the Lessee or its co-located users. In the event a use agreement with any Co-locator expires or terminates for any reason, Lessee or American Tower shall notify Lessor of such expiration or termination and the effective date, and Lessee's or American Tower's obligation to collect and remit the future annual Use Fee for such expired or terminated Co-locator shall terminate upon the effective date of such expiration or termination, provided Lessee or American Tower has provided notice as herein required. Lessee or American Tower shall be responsible for payment of any annual Use Fee for

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such Co-locator prior to the effective date of such expiration or termination. Lessee or American Tower shall be solely responsible for maintaining and keeping current the Co-Locator information submitted to the Lessor. Failure to notify Lessor of such expirations or terminations shall not relieve Lessee or American Tower, of Lessee's of American Tower's responsibility for collection and remittance of the annual Use Fee for any Co-locator on the premises.

D. Additional Compensation. In addition to the Ground Rental and Use Fees, the Lessor shall be permitted to install up to two (2) antennas and related facilities on Lessee's tower structure at no cost to the Lessor, provided Lessor's equipment does not interfere with Lessee's equipment and operation.

E. Annual Readjustment of Ground Rental and Use Fee. During the term of the Lease, both the annual Ground Rental rate and annual Use Fee rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be October of each year during the term of the Lease and any extension thereof. The Lessor shall send Lessee a written notice of the annual Ground Rental rate and Use Fee adjustments prior to each anniversary date of the Lease denoting the annual adjusted Ground Rental rate and Use Fee.

F. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in

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full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor."

SECTION 5. ARTICLE V, OBLIGATIONS OF LESSEE, Paragraphs B., H., and J. are amended to read as follows:

"ARTICLE V

OBLIGATIONS OF LESSEE

B. Improvements. Lessee shall have the right to and shall provide for the siting, construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the prior written approval of Lessor for any such construction, alteration, or expansion, including, but not limited to, upgrading, adding, repairing or replacing equipment.

In connection therewith, Lessee shall provide Lessor with a written request, at least sixty (60) days in advance, of any proposed changes to the premises, including, but not limited to, the tower, antennas and equipment. For any proposed changes, Lessee shall at the same time submit plans, engineering drawings, specifications and frequencies for Lessor's review, and acquire at Lessee's expense, all required permits. The approval of Lessor shall not be unreasonably withheld or delayed, except that Lessee may not increase the height of the tower, the number of towers, number of antennas and radios, expand the size of the premises, or utilize space outside of the premises, without Lessor's prior written consent, which consent in those instances, may be withheld by Lessor, in its sole and absolute discretion. Height changes will require an FAA Form 7460-1 Notice of Proposed Construction or Alteration review prior to the Lessor's consideration of Lessee's request for height changes.

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H. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the Lessee's occupancy or conduct of its business. The storm water system shall not be used to dispose of any substance. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations, warranties and covenants, including all attorneys' fees and costs incurred as a result thereof.

J. Interference with Existing Signals. Within thirty (30) days from the approval of this Lease extension, the Lessee shall submit an RF exposure compliance report and an Interference Study prepared and certified by a licensed RF engineer in the State of Montana acceptable to the Lessor that certifies that the communications equipment, as well as any facilities that contribute to the cumulative exposure in the subject area, will comply with applicable Federal RF exposure standards and exposure limits and that certifies that no interference currently exists with existing equipment, antennas or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit A, on the water tower or related equipment buildings shown on Exhibit A, or any FAA-installed navigation equipment within the vicinity of the premises. The RF and Interference Report must include the actual frequency and power levels (in watts effective radio power “ERP”) for all existing and proposed antennas at the premises and that show the

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location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and show and demonstrate whether or not interference exists at the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC and with respect to existing equipment, antennas or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit A or located on the water tower shown on Exhibit A or related equipment buildings, or any FAA installed navigation equipment within the vicinity. Each such boundary shall be clearly marked and identified for every transmitting antenna at the premises.

Further, the Lessee must ensure that all equipment is and will be operated in a manner that will not cause interference with the operation of existing communication equipment, antennas or signals at the Billings Logan International Airport, the building shown as TSA on Exhibit A or located on the water tower shown on Exhibit A or related equipment buildings, or any FAA installed navigation equipment within the vicinity. If the Lessor determines that the Lessee's equipment or that of a Co-locator is interfering with existing equipment, antennas, or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit A or located on the water tower shown on Exhibit A or related equipment buildings, the Lessee will have fifteen (15) days to eliminate the interference to the satisfaction of the Lessor. If the interference is not corrected in fifteen (15) days, then the Lessee's equipment shall be immediately shut down until the problem can be corrected; provided however if the Lessor determines that Lessee's equipment is interfering with critical Federal Aviation Administration (FAA) or City of Billings Public Safety navigation or communications equipment or other matters involving public safety or public welfare or as otherwise referred to or described in this Paragraph J., at Lessor's

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election and upon verbal notice from Lessor to the Network Operations Center (NOC) set forth below or written notice from Lessor, Lessee shall immediately shut down all communications systems and related equipment until the interference is corrected. Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communications interference, emergency public safety needs, or other conflict while this Lease is in effect, and Lessee's approved use shall be subordinate accordingly:

1) Lessor, its employees, agents, and contractors with respect to the Billings Logan International Airport;

2) Public safety agencies, including law enforcement, fire, and ambulance services, that are either related or not related to Lessor;

3) Other governmental agencies where use is not related to public safety;

4) Pre-existing communications equipment (if any) on the premises;

5) Lessee and Co-locators referenced in this Lease.

Lessee covenants, warrants and represents that its operations on the premises, including but not limited to radio frequency (RF) signal transmissions and receptions (be they 5G or otherwise), will not interfere with aircraft altimeters, whether they are private, commercial, military or other aircraft, flying into, departing from, or in the vicinity of the Billings Logan International Airport. Any reported aircraft altimeter interference shall immediately require Lessee to cease its operations on the premises until authorization is given by the FAA and the Lessor to resume Lessee's operations. Notwithstanding anything contained herein to the contrary, in the event of any occurrence or event that poses an immediate threat of substantial harm or damage to the health, safety, and welfare of the public and/or the premises, as solely determined by Lessor (an Emergency Event), the Lessor may take actions the Lessor determines are required to address such Emergency Event; provided that promptly after such actions that affect the

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premises, and in no event later than seventy-two (72) hours after such actions, Lessor gives written/verbal notice to Lessee of Lessor's emergency actions.

If Lessor determines that the conditions of the Emergency Event would be benefitted by cessation of Lessee's and Co-locator's operations, Lessor shall notify American Tower's NOC at (877) 518-6937 and Lessee and Co-locators shall immediately cease operations on the premises, until Lessor notifies American Tower's NOC that the Emergency Event has been resolved and that Lessee and Co-locators can resume their approved use."

SECTION 6. ARTICLE VI, INSURANCE AND INDEMINIFICATION is deleted in its entirety and amended to read as follows:

"ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessee shall protect, defend, indemnify and hold harmless Lessor, Lessor's City Council, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses and attorneys' fees in any way directly or indirectly arising out of acts or omissions of Lessee, its employees or agents, or directly or indirectly arising out of the acts or omissions of American Tower, its other tenants, sublessees or users, in any way connected directly or indirectly with this Lease or Amendment, and arising directly or indirectly from its or their operations, radio frequency transmissions, or reception in and around the Billings Logan International Airport. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator, responsible to Lessor and all third parties for Lessee's respective acts or omissions and that Lessor shall in no way be responsible therefore or incur any liability in connection therewith. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any

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improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall protect, defend, indemnify and hold harmless the Lessor, Lessor's City Council, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses and attorneys' fees that may result because of any negligence, act or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall further protect, defend, indemnify and hold harmless Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, death, accident or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft altimeter interference or malfunction, aircraft smoke, vandalism, malicious mischief, or acts of civil authority.

B. Insurance. Lessee and American Tower shall, at their own expense, purchase, provide, maintain and keep in force for the entire term of this Lease the insurance coverages identified hereinafter. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. The insurance shall be maintained with companies with a current A. M. Best Rating of A VII or better.

At the time of execution of this Lease, and annually thereafter, Lessee and American Tower shall each furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. The certificates for each insurance policy shall be signed by facsimile signature of a person authorized by the insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and

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approved by the Lessor at the time of acceptance of this Lease and any amendment thereof by Lessee and American Tower with existing insurance coverage to be maintained by Lessee and American Tower until Lessee and American Tower provide new certificates evidencing coverage. The Lessee and American Tower hereby warrant that their insurance policies satisfy the requirements of this Lease.

Required evidence of insurance shall be submitted for any renewal or replacement of a policy or coverage that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Lessee and American Tower shall each provide notice to Lessor of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. If the insurance is cancelled or terminated or materially diminished so as to be out of compliance with the requirements of this Lease, Lessee shall provide a replacement policy so as to maintain continuous uninterrupted insurance coverage, in at least the amounts required. The insurance policies required under this Lease shall be written on a claims made or claims occurrence basis as required by the Lessor and shall be kept in place for at least one year beyond the date of expiration or termination of this Lease.

The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts upon request of the Lessor.

The amounts listed herein are the minimum deemed necessary by Lessor to protect the Lessor's interests in this matter. Lessor has made no recommendation to the Lessee as to the insurance necessary to protect Lessee's interests and any decision by the Lessee to carry or not carry insurance amounts in excess of the stated minimums is solely that of the Lessee. Lessee shall

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be responsible for judgments, settlements, damages, costs, attorneys' fees and expenses that exceed limits of Lessee's insurance coverage.

1) Breach of Lease. The continuous maintenance by Lessee and American Tower of all types of required insurance under this Lease is mandatory. Failure of the Lessee and American Tower to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee or American Tower from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability Insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $5,000,000 per occurrence; $5,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Umbrella Liability Insurance. The commercial general liability policy shall be endorsed to name the City of Billings, the City Council and City's officers, directors, employees, agents, and representatives as a **PRIMARY ADDITIONAL INSURED**.

3) Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars ($2,000,000) each occurrence and five million dollars ($5,000,000) aggregate with respect to each of Lessee's owned, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Lease.

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4) Employer's Liability Insurance. Employer's Liability with limits of at least one million dollars ($1,000,000).

5) Workers' Compensation Insurance. Workers' Compensation insurance shall be maintained during the life of this Lease to comply with State law for all employees.

The Lessor's general liability policy will be excess and noncontributory. The policy/ies shall also be endorsed to include a written waiver of insurer's right to subrogate against the Lessor. Specifically, all insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Lessor, its City Council, officers, officials, boards, commissions, directors, representatives, agents, and employees for any claims arising out of Lessee's work or service. Lessee and American Tower shall be responsible for solely responsible for the payment of their respective deductibles and/or self-insured retention."

SECTION 7. ARTICLE VIII, GENERAL PROVISIONS, is amended as follows: Paragraph E. is replaced and renumbered as ARTICLE VIII, NONDISCRIMINATION. All other paragraphs of ARTICLE VIII, GENERAL PROVISIONS are re-numbered and renamed as a new ARTICLE IX, GENERAL PROVISIONS.

ARTICLE VIII, Paragraph E. is deleted in its entirety and amended to read as follows:

"ARTICLE VIII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable

and non-discriminatory basis to all users thereof and charge reasonable and non-discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that Lessee employs, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee 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.

C. Lessee, for itself, its successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land

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that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

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Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

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

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses non-discrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

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

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

SECTION 8. ARTICLE VIII, GENERAL PROVISIONS, Paragraphs A. – D., and F. – K. are deleted in their entirety, renumbered, amended and renamed as ARTICLE IX, GENERAL PROVISIONS, to read as follows:

"ARTICLE IX

GENERAL PROVISIONS

A. Attorneys' Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

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B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments, which may be lawfully levied against Lessee's occupancy or use of the premises, or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment, which it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and shall have the benefits of, all of Lessee's rights, title and interest in, to and under this Lease. Lessor, in no event, shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the

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mortgagor or beneficiary will seek no money judgment against Lessor. Lessee will provide to Lessor immediate written notice by certified mail of each notice of breach of covenant, default or foreclosure given to Lessee by a holder or trustee of any indebtedness, mortgage or trust indenture affecting or applying to Lessee's interest under this Lease.

E. Modification and Amendments. Changes or modifications to this Lease will be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Gold Creek Cellular of Montana Limited Partnership
DBA Verizon Wireless

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Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

Copies to:
American Tower Corporation
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

And

American Tower Corporation
Attn: Legal Department
116 Huntington Avenue
Boston, MA 02116

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants and agreements herein contained, and as may be subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assignees and sublessees of the respective parties hereto as provided and subject to the requirements of ARTICLE I., Paragraph G and as provided herein.

J. Prior Lease. Lessor and Lessee agree that the Lease dated September 10, 2012 replaced the Commercial Non-Aviation Ground Lease for Use as a Communication Equipment Site between Lessor and Lessee dated July 23, 2007, referenced by Lessee as BIL-AIRPORT Contract #NG72758 (the Terminated Lease). Lessor and Lessee acknowledge that all fees and payments due under the Terminated Lease dated July 23, 2007 have been paid in full. Lessee shall be responsible for payment of any fees and charges, including late fees, under the terms and conditions of the Current Lease and as extended by this Amendment.

K. Lease References. Lessor and Lessee agree this Amendment shall amend the Commercial Non-Aviation Ground Lease for Use as a Communication Equipment Site between Lessor and Lessee dated September 10, 2012, referenced by Lessee as BIL-AIRPORT,

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by Lessee as VZN Contract #NG112623, VZN Site #141521, and American Tower as ATC Site #412932. These references shall be included on all communications regarding this Lease.

L. Recorded Documents. Lessee and American Tower shall provide copies to Lessor of any documents either Lessee or American Tower place of record in Yellowstone County, Montana that pertain to or have an effect on this Lease."

SECTION 9. ACKNOWLEDGEMENTS. Except as modified and provided herein, the Lease and all other provisions remain unchanged, in full force and effect, and are hereby ratified and affirmed. In the event of an inconsistency between this Amendment and the Lease, the terms and provisions of this Amendment shall control.

SECTION 10. EFFECTIVE DATE. For Lessee's continuous, uninterrupted occupancy prior to the term extension included in this Amendment, and the rents and fees due, the effective date of this Amendment shall be October 1, 2022.

SECTION 11. AUTHORITY. The undersigned each respectively represents and warrants that it is duly and properly authorized to sign this Amendment on behalf of its respective party.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST: CITY OF BILLINGS

BY _____ BY _____

CITY CLERK MAYOR

APPROVED AS TO FORM

DRAFT

BY _____
CITY ATTORNEY

GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP
DBA VERIZON WIRELESS
BY: CommNet Cellular Inc., Its General Partner
BY: ATC Sequoia LLC, a Delaware Limited Liability Company, Attorney-In-Fact

BY _____
(Signature)

_____
PRINT NAME

_____
TITLE

_____
DATE

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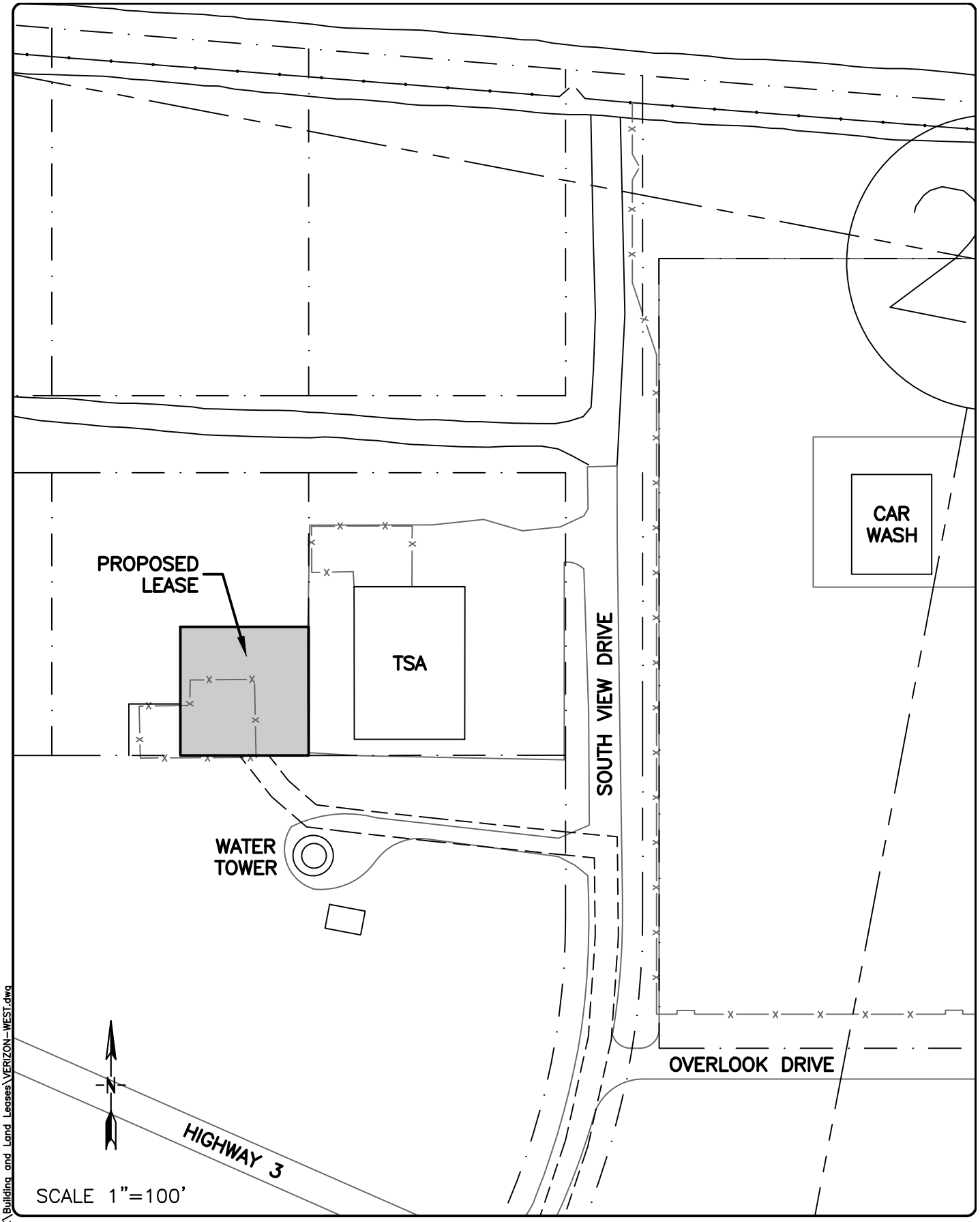

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VERIZON WIRELESS LEASE

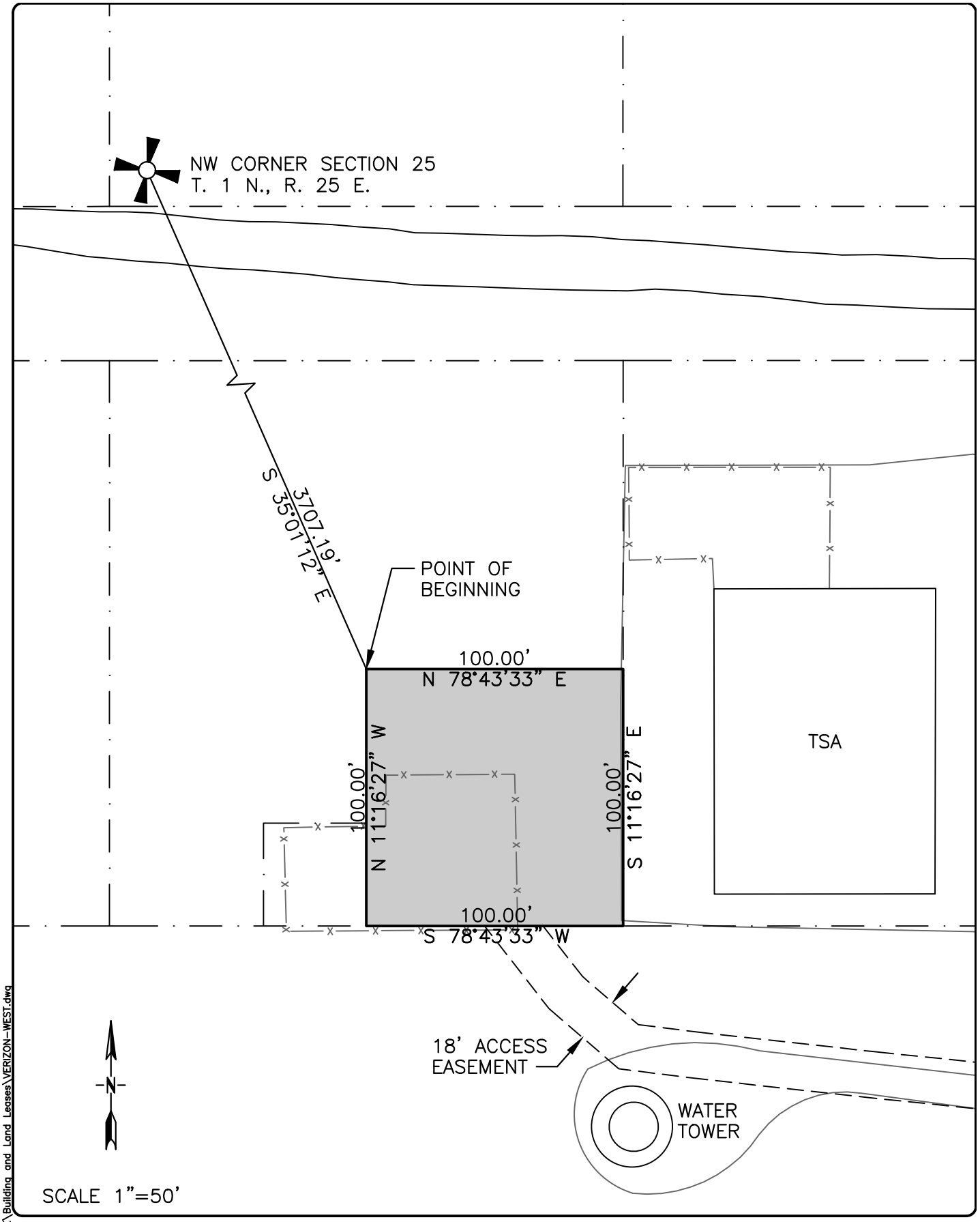
(BIL–AIRPORT)

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012



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VERIZON WIRELESS
LEASE
(BIL–AIRPORT)
AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012

DESCRIPTION

Main Parcel

Commencing at the Northwest corner of Section 25 T. 1N., R. 25E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 100.00 feet to the True Point of Beginning.

Said Main Parcel containing 10,000 square feet.

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VERIZON WIRELESS
LEASE
(BIL-AIRPORT)
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 3 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012

RETURN TO:
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

MEMORANDUM OF
COMMERCIAL NON-AVIATION GROUND LEASE
FOR USE AS A
COMMUNICATIONS EQUIPMENT SITE

1. This Memorandum of Commercial Non-Aviation Ground Lease evidences that a certain Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site ("Lease"), was made and entered into on September 10, 2012 by and between CITY OF BILLINGS, MONTANA, 1901 Terminal Circle, Room 216, Billings, Montana 59105 ("Lessor") and Gold Creek Cellular of Montana Limited Partnership DBA Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 ("Lessee").

2. The real property described in the Lease is situated in Yellowstone County, Montana, in the City of Billings at Billings Logan International Airport and is more particularly described as follows, to-wit:

Main Parcel – Address: 284 Southview Drive

Commencing at the Northwest Corner of Section 25 T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3,707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 1000.00 feet to the True Point of Beginning.

Said parcel containing 10,000 square feet.

Premises is further depicted on attached "Exhibit A," and by said reference made a part hereof.

3. The term of the Lease commenced on October 1, 2012 and has been amended to extended the term for an additional ten (10) years, commencing October 1, 2022 and terminating on September 30, 2032.

4. Lessee entered into a Management Agreement and Master Prepaid Lease effective March 27, 2015 with ATC Sequoia LLC, a Delaware limited liability company, as Tower Operator or Manager ("American Tower" and granted American Tower a Limited Power of Attorney dated March 27, 2015 and recorded May 11, 2015 as Document #3739478 in Yellowstone County, Montana to negotiate, execute, deliver, record and file documents on behalf of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee as represented by American Tower as its Attorney-in-Fact, have duly executed this Memorandum of Commercial Non-Aviation Ground Lease as of the day and year last below written.

LESSOR: CITY OF BILLINGS, MONTANA

BY: _____

TITLE: MAYOR DATE: _____

ACKNOWLEDGEMENT

STATE OF MONTANA
County of Yellowstone

On _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)

_____
Notary Signature

LESSEE: **LESSEE: GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP DBA VERIZON WIRELESS**
BY: CommNet Cellular Inc., Its General Partner
BY: ATC Sequoia LLC, a Delaware Limited Liability Company, Attorney-In-Fact

By: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

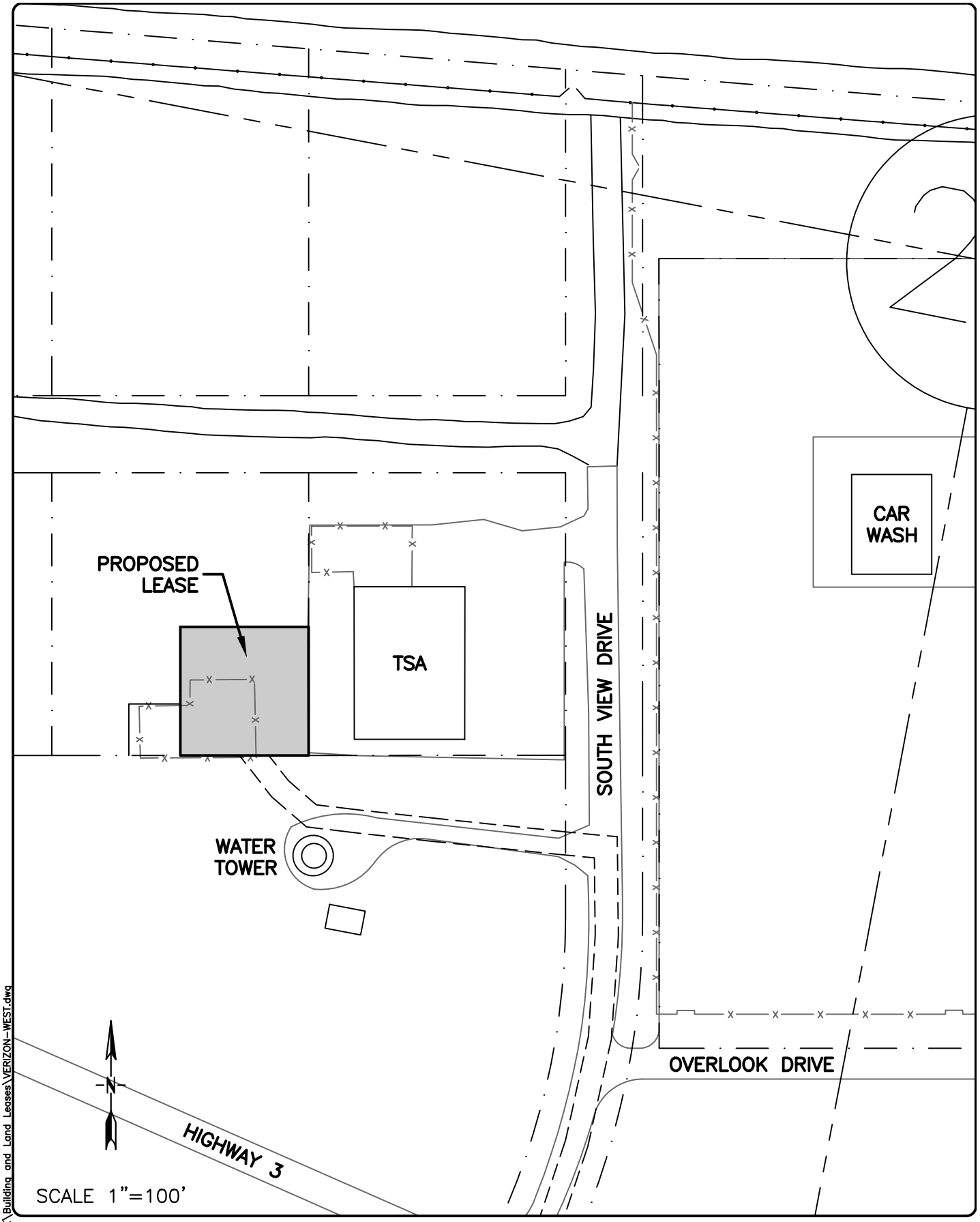
STATE OF _____
County of _____

On _____, 20____, before me, the undersigned, a Notary Public for the State of , personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)

_____
Notary Signature



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VERIZON WIRELESS LEASE

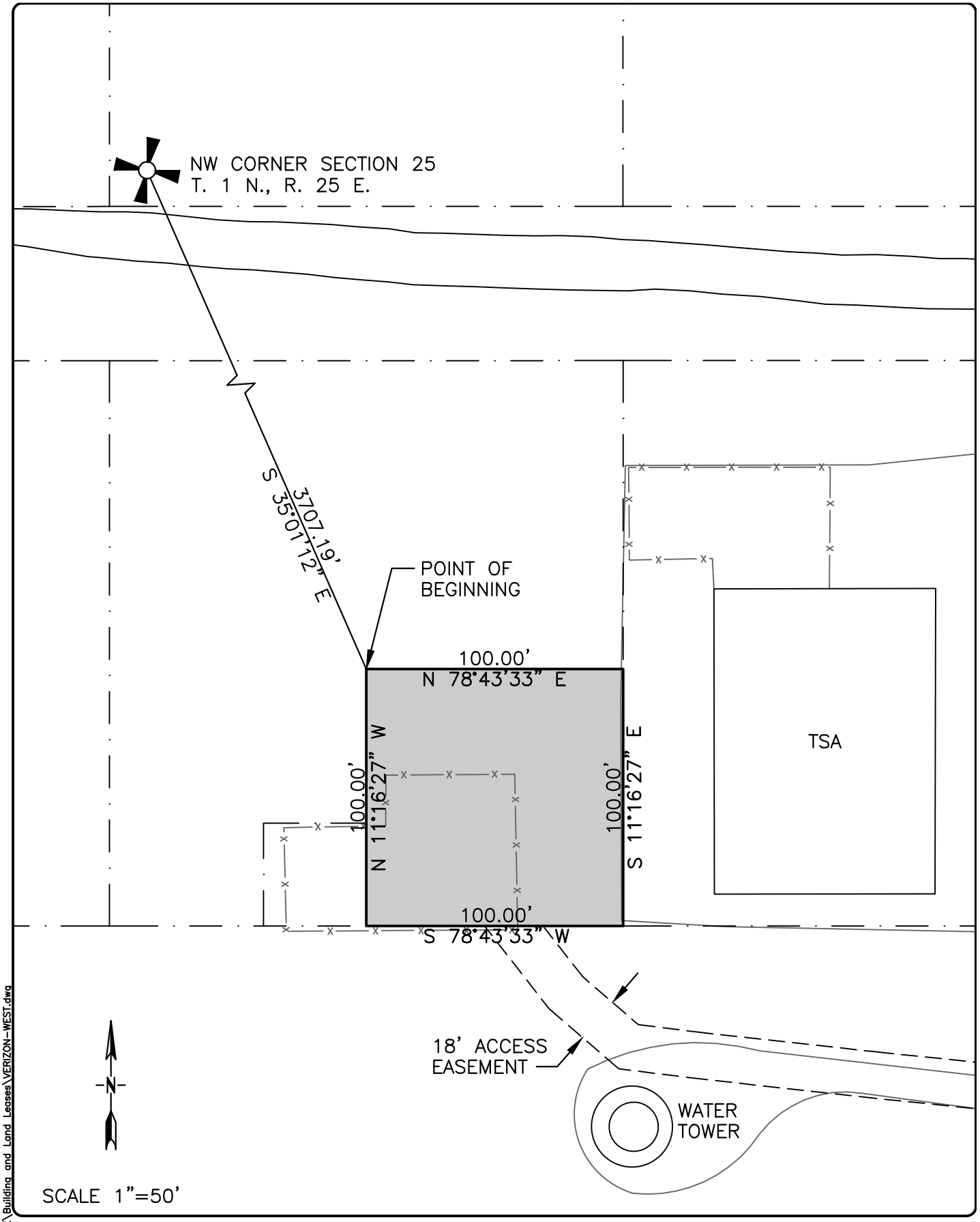
(BIL–AIRPORT)

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012



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VERIZON WIRELESS
LEASE
(BIL–AIRPORT)
AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

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Scientists
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ISSUE DATE: FEBRUARY 2012

DESCRIPTION

Main Parcel

Commencing at the Northwest corner of Section 25 T. 1N., R. 25E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 100.00 feet to the True Point of Beginning.

Said Main Parcel containing 10,000 square feet.

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VERIZON WIRELESS
LEASE
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AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 3 of 3

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ISSUE DATE: FEBRUARY 2012

AMENDMENT ONE

TO

COMMERCIAL NON-AVIATION GROUND LEASE

FOR USE AS A COMMUNICATIONS EQUIPMENT SITE

BY AND BETWEEN

CITY OF BILLINGS

AND

GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP,

DBA VERIZON WIRELESS

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W I T N E S S E T H

WHEREAS, Gold Creek Cellular of Montana Limited Partnership DBA Verizon Wireless as Lessee, and the City of Billings as Lessor, entered into a Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site (hereinafter Lease) dated September 10, 2012, and

WHEREAS, Lessee and other parties entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015, and both with ATC Sequoia LLC, a Delaware limited liability company, as Tower Operator or Manager (ATC Sequoia LLC and its affiliates all hereinafter collectively American Tower), whereby American Tower subleases, manages, operates and maintains the premises (hereinafter premises or leased premises) on behalf of the Lessee, and

WHEREAS, Lessee has granted American Tower a Limited Power of Attorney, dated March 27, 2015 and recorded May 11, 2015 as Document #3739478 in Yellowstone County,

Montana (hereinafter POA) to negotiate, prepare, execute, deliver, record and/or file certain documents on behalf of Lessee, and

WHEREAS, Lessee continues to occupy and use said leased premises as a communications equipment site without interruption and wishes to extend the term of the Lease and establish new lease rates, terms and conditions for the continued use of said leased premises, and

WHEREAS, Lessee was in good standing on the Lease and current on all payments, requirements, and conditions of the Lease prior to expiration of the Current Term, and

WHEREAS, Lessee owes and agrees to pay and remit rental catch-up payments and late fees to Lessor in relation to the continued occupancy and uninterrupted use of the leased premises, and

WHEREAS, the Lessor also wishes to extend the term of the Lease, establish new lease rates, terms and conditions, and update certain language within the terms and conditions of the Lease.

NOW THEREFORE, the Parties agree to the following amended rates, terms and conditions and language updates:

SECTION 1. ONE-TIME PAYMENT. Lessee shall pay to Lessor a one-time signing bonus payment in the amount of Five Thousand and no/100 ($5,000.00), payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor.

SECTION 2. ARTICLE I, PREMISES AND PRIVILEGES, Paragraph A, is amended to add the Airport location address to the description, to read as follows:

"ARTICLE I

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PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises), for its exclusive use, specifically described as follows:

Premises Address: 1100 Rimtop Drive, Billings, MT

Commencing at the Northeast Corner of Section 29 T. 1 N., R. 26 E., P.M.M., Yellowstone County, Montana; thence S 44°25'43" W a distance of 1,241.09 feet, computed from COS #2334; thence along boundary S 72°28'00" W a distance of 636.09 feet (S 72°28'00" 636.20 feet per COS #2334); thence S 32°56'32" E a distance of 155.01 feet to the True Point of Beginning; thence S 30°00'00" E a distance of 50.00 feet; thence S 60°00'00" W a distance of 60.00 feet; thence N 30°00'00" W a distance of 50.00 feet; thence N 60°00'00" E a distance of 60.00 feet to the True Point of Beginning.

Said Main Parcel containing 3,000 square feet.

Premises is further depicted on attached Exhibit A, and by said reference incorporated into and made a part of this Lease."

SECTION 3. ARTICLE II, TERM OF LEASE, is amended by deleting it in its entirety and replacing it to read as follows:

"ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of June 2012, and terminating on the 31st day of May 2022, provided that with one hundred twenty (120) days advance written notice, either party for any reason, may cancel this Lease. This term is hereinafter known as the "Current Term".

B. Current Term Extended. The Parties agree that the Current Term shall be extended for ten (10) years, commencing on the 1st day of June 2022, and terminating on the 31st day of May 2032. This term is hereinafter known as the "Extended Term".

C. Option to Extend Further. Lessee shall have an option to further extend this Lease for one additional five (5) year period from and after May 31, 2032 and commencing June 1, 2032, provided the Lessee gives Lessor written notice of its interest in exercising this option to further extend this Lease, at least one hundred eighty (180) days prior to May 31, 2032. Provided also that Lessee has kept and performed all of its obligations and duties, is current on all rents and fees, insurance requirements, has cured any default or delinquency, and has provided notice as provided herein.

D. First Right of Refusal. Provided Lessee is not then in default of this Lease and has kept and performed all of its obligations and duties, at the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity, and subject to City Council approval. Provided also, that the Lessor shall have the sole discretion as to the use of said premises and whether or not the premises will be relet at the end of said term. Provided further, that one hundred eighty (180) days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal and submit an offer for either a new lease or an additional extension of term. Lessor upon election to relet said premises or further extend the term shall give Lessee notice in writing of its decision and the proposed terms for either a new lease or an amendment further extending the term. Lessee shall have sixty (60) days in which to give Lessor notice in writing of acceptance of Lessor's terms for either a new lease or an amendment further extending the term.

E. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension."

SECTION 4. ARTICLE III, RENTAL AND FEES, is deleted in its entirety and amended to read as follows:

"ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in ARTICLE I, Paragraph A., Lessee or American Tower shall pay to Lessor an annual rental of $9,000.00 per annum for all ground included in this Lease. Said initial Ground Rental shall be payable annually in advance, and initially payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. Subsequent Ground Rentals shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Ground Rental as adjusted in accordance with Paragraph E. hereinafter. Lessor shall send Lessee written notice of the adjusted annual Ground Rental. For the purposes of this Lease, the Lease Year shall comprise the twelve-month period beginning June 1 and ending the following May 31.

B. Use Fee. In addition to the Ground Rental described in Paragraph A. above, Lessee or American Tower shall pay to Lessor an annual Use Fee of $9,000.00 per Lease Year for the Lessee's antenna/radio system and associated operating equipment included on the leased premises. Lessee's initial Use Fee shall be payable within fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. Subsequent Use Fees shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Use Fee as adjusted in accordance with Paragraph E. hereinafter. Lessor shall send Lessee written notice of the adjusted annual Use Fee.

C. Co-locator Use Fee. An annual Use Fee of $9,000.00 per Lease Year shall also be due for each additional user co-located (hereinafter a Co-locator) on the leased premises. Said initial Use Fee for existing Co-locators shall be payable annually in advance, payable within

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fifteen (15) days of the later to occur: (a) either the Lessee's signature date hereon or (b) the Lessee's receipt of this Amendment executed by Lessor. All subsequent Co-Locator Use Fees shall be payable annually in advance on the first day of each new Lease Year in an amount equal to the total annual Use Fee as adjusted in accordance with Paragraph E. hereinafter. The Use Fee shall not apply to American Tower as long as American Tower is acting only on behalf of the Lessee in a management and maintenance role and so long as American Tower has not installed and is not operating its own antennae/radio system or equipment on the premises.

For each Co-locator or its manager, American Tower, shall collect from the Co-locator and pay to Lessor a current annual Use Fee for Co-locator's antenna/radio system and associated equipment placed upon structures located on the leased premises in accordance with Paragraph C. herein above. Co-locator Use Fees shall be prorated only for the year the Co-locator's use begins, should commencement of the use constitute a period less than one year and shall be effective on the date the co-location begins. Lessee or American Tower shall upon approval of this Amendment, notify Lessor in writing of all co-located users on the premises, their co-location agreement commencement and ending dates, maintain and keep current the list of co-located users, be liable for the continuous collection of said Co-Locator Use Fees, and the continuous remittance of payment to Lessor of all Co-locator Use Fees, whether the fees are incurred by the Lessee or its co-located users. In the event a use agreement with any Co-locator expires or terminates for any reason, Lessee or American Tower shall notify Lessor of such expiration or termination and the effective date, and Lessee's or American Tower's obligation to collect and remit the future annual Use Fee for such expired or terminated Co-locator shall terminate upon the effective date of such expiration or termination, provided Lessee or American Tower has provided notice as herein required. Lessee or American Tower shall be responsible for payment of any annual Use Fee for

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such Co-locator prior to the effective date of such expiration or termination. Lessee or American Tower shall be solely responsible for maintaining and keeping current the Co-Locator information submitted to the Lessor. Failure to notify Lessor of such expirations or terminations shall not relieve Lessee or American Tower, of Lessee's responsibility for collection and remittance of the annual Use Fee for any Co-locator on the premises.

D. Additional Compensation. In addition to the Ground Rental and Use Fees, the Lessor shall be permitted to install up to two (2) antennas and related facilities on Lessee's tower structure at no cost to the Lessor, provided Lessor's equipment does not interfere with Lessee's equipment and operation.

E. Annual Readjustment of Ground Rental and Use Fee. During the term of the Lease, both the annual Ground Rental rate and annual Use Fee rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be October of each year during the term of the Lease and any extension thereof. The Lessor shall send Lessee a written notice of the annual Ground Rental rate and Use Fee adjustments prior to each anniversary date of the Lease denoting the annual adjusted Ground Rental rate and Use Fee.

F. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in

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full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor."

SECTION 5. ARTICLE V, OBLIGATIONS OF LESSEE, Paragraphs B., H., and J. are amended to read as follows:

"ARTICLE V

OBLIGATIONS OF LESSEE

B. Improvements. Lessee shall have the right to and shall provide for the siting, construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the prior written approval of Lessor for any such construction, alteration, or expansion, including, but not limited to, upgrading, adding, repairing or replacing equipment.

In connection therewith, Lessee shall provide Lessor with a written request, at least sixty (60) days in advance, of any proposed changes to the premises, including, but not limited to, the tower, antennas and equipment. For any proposed changes, Lessee shall at the same time submit plans, engineering drawings, specifications and frequencies for Lessor's review, and acquire at Lessee's expense, all required permits. The approval of Lessor shall not be unreasonably withheld or delayed, except that Lessee may not increase the height of the tower, the number of towers, number of antennas and radios, expand the size of the premises, or utilize space outside of the premises, without Lessor's prior written consent, which consent in those instances, may be withheld by Lessor, in its sole and absolute discretion. Height changes will require an FAA Form 7460-1 Notice of Proposed Construction or Alteration review prior to the Lessor's consideration of Lessee's request for height changes.

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H. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the Lessee's occupancy or conduct of its business. The storm water system shall not be used to dispose of any substance. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations, warranties and covenants, including all attorneys' fees and costs incurred as a result thereof.

J. Interference with Existing Signals. Within thirty (30) days from the approval of this Lease extension, the Lessee shall submit an RF exposure compliance report and an Interference Study prepared and certified by a licensed RF engineer in the State of Montana acceptable to the Lessor that certifies that the communications equipment, as well as any facilities that contribute to the cumulative exposure in the subject area, will comply with applicable Federal RF exposure standards and exposure limits and that certifies that no interference currently exists with existing equipment, antennas or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit B (Verizon Lease BIL-AIRPORT), on the water tower or related equipment buildings shown on Exhibit B, or any FAA-installed navigation equipment within the vicinity of the premises. The RF and Interference Report must include the actual frequency and power levels (in watts effective radio power “ERP”) for all existing and proposed

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antennas at the premises and that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and show and demonstrate whether or not interference exists at the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC and with respect to existing equipment, antennas or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit B or located on the water tower shown on Exhibit B or related equipment buildings, or any FAA installed navigation equipment within the vicinity of the premises.. Each such boundary shall be clearly marked and identified for every transmitting antenna at the premises.

Further, the Lessee must ensure that all equipment is and will be operated in a manner that will not cause interference with the operation of existing communication equipment, antennas or signals at the Billings Logan International Airport, the building shown as TSA on Exhibit B or located on the water tower shown on Exhibit B or related equipment buildings, or any FAA installed navigation equipment within the vicinity. If the Lessor determines that the Lessee's equipment or that of a Co-locator is interfering with existing equipment, antennas, or signals located at the Billings Logan International Airport, the building shown as TSA on Exhibit B or located on the water tower shown on Exhibit B or related equipment buildings, the Lessee will have fifteen (15) days to eliminate the interference to the satisfaction of the Lessor. If the interference is not corrected in fifteen (15) days, then the Lessee's equipment shall be immediately shut down until the problem can be corrected; provided however if the Lessor determines that Lessee's equipment is interfering with critical Federal Aviation Administration (FAA) or City of Billings Public Safety navigation or communications equipment or other matters involving public safety or public welfare or as otherwise referred to or described in this Paragraph J., at Lessor's

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election and upon verbal notice from Lessor to the Network Operations Center (NOC) set forth below or written notice from Lessor, Lessee shall immediately shut down all communications systems and related equipment until the interference is corrected. Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communications interference, emergency public safety needs, or other conflict while this Lease is in effect, and Lessee's approved use shall be subordinate accordingly:

1) Lessor, its employees, agents, and contractors with respect to the Billings Logan International Airport;

2) Public safety agencies, including law enforcement, fire, and ambulance services, that are either related or not related to Lessor;

3) Other governmental agencies where use is not related to public safety;

4) Pre-existing communications equipment (if any) on the premises;

5) Lessee and Co-locators referenced in this Lease.

Lessee covenants, warrants and represents that its operations on the premises, including but not limited to radio frequency (RF) signal transmissions and receptions (be they 5G or otherwise), will not interfere with aircraft altimeters, whether they are private, commercial, military or other aircraft, flying into, departing from, or in the vicinity of the Billings Logan International Airport. Any reported aircraft altimeter interference shall immediately require Lessee to cease its operations on the premises until authorization is given by the FAA and the Lessor to resume Lessee's operations. Notwithstanding anything contained herein to the contrary, in the event of any occurrence or event that poses an immediate threat of substantial harm or damage to the health, safety, and welfare of the public and/or the premises, as solely determined by Lessor (an Emergency Event), the Lessor may take actions the Lessor determines are required to address such Emergency Event; provided that promptly after such actions that affect the

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premises, and in no event later than seventy-two (72) hours after such actions, Lessor gives written/verbal notice to Lessee of Lessor's emergency actions.

If Lessor determines that the conditions of the Emergency Event would be benefitted by cessation of Lessee's and Co-locator's operations, Lessor shall notify American Tower's NOC at (877) 518-6937 and Lessee and Co-locators shall immediately cease operations on the premises, until Lessor notifies American Tower's NOC that the Emergency Event has been resolved and that Lessee and Co-locators can resume their approved use."

SECTION 6. ARTICLE VI, INSURANCE AND INDEMINIFICATION is deleted in its entirety and amended to read as follows:

"ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessee shall protect, defend, indemnify and hold harmless Lessor, Lessor's City Council, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses and attorneys' fees in any way directly or indirectly arising out of acts or omissions of Lessee, its employees or agents, or directly or indirectly arising out of the acts or omissions of American Tower, its other tenants, sublessees or users, in any way connected directly or indirectly with this Lease or Amendment, and arising directly or indirectly from its or their operations, radio frequency transmissions, or reception in and around the Billings Logan International Airport. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator, responsible to Lessor and all third parties for Lessee's respective acts or omissions and that Lessor shall in no way be responsible therefore or incur any liability in connection therewith. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any

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improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall protect, defend, indemnify and hold harmless the Lessor, Lessor's City Council, officers, directors, employees, agents, and representatives from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses and attorneys' fees that may result because of any negligence, act or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall further protect, defend, indemnify and hold harmless Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, death, accident or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft altimeter interference or malfunction, aircraft smoke, vandalism, malicious mischief, or acts of civil authority.

B. Insurance. Lessee and American Tower shall, at their own expense, purchase, provide, maintain and keep in force for the entire term of this Lease the insurance coverages identified hereinafter. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. The insurance shall be maintained with companies with a current A. M. Best Rating of A VII or better.

At the time of execution of this Lease, and annually thereafter, Lessee and American Tower shall each furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. The certificates for each insurance policy shall be signed by facsimile signature of a person authorized by the insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and

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approved by the Lessor at the time of acceptance of this Lease and any amendment thereof by Lessee and American Tower with existing insurance coverage to be maintained by Lessee and American Tower until Lessee and American Tower provide new certificates evidencing coverage. The Lessee and American Tower hereby warrant that their insurance policies satisfy the requirements of this Lease.

Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Lessee and American Tower shall each provide notice to Lessor of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. If the insurance is cancelled or terminated or materially diminished so as to be out of compliance with the requirements of this Lease, Lessee shall provide a replacement policy so as to maintain continuous uninterrupted insurance coverage, in at least the amounts required. The insurance policies required under this Lease shall be written on a claims made or claims occurrence basis as required by the Lessor and shall be kept in place for at least one year beyond the date of expiration or termination of this Lease.

The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts upon request of the Lessor.

The amounts listed herein are the minimum deemed necessary by Lessor to protect the Lessor's interests in this matter. Lessor has made no recommendation to the Lessee as to the insurance necessary to protect Lessee's interests and any decision by the Lessee to carry or not carry insurance amounts in excess of the stated minimums is solely that of the Lessee. Lessee shall

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be responsible for judgments, settlements, damages, costs, attorneys' fees and expenses that exceed limits of Lessee's insurance coverage.

1) Breach of Lease. The continuous maintenance by Lessee and American Tower of all types of required insurance under this Lease is mandatory. Failure of the Lessee and American Tower to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee or American Tower from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability Insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $5,000,000 per occurrence; $5,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Umbrella Liability Insurance. The commercial general liability policy shall be endorsed to name the City of Billings, the City Council and City's officers, directors, employees, agents, and representatives as a **PRIMARY ADDITIONAL INSURED**.

3) Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars ($2,000,000) each occurrence and five million dollars ($5,000,000) aggregate with respect to each of Lessee's owned, hired and non-owned vehicles, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Lease.

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4) Employer's Liability Insurance. Employer's Liability with limits of at least one million dollars ($1,000,000).

5) Workers' Compensation Insurance. Workers' Compensation insurance shall be maintained during the life of this Lease to comply with State law for all employees.

The Lessor's general liability policy will be excess and noncontributory. The policy/ies shall also be endorsed to include a written waiver of insurer's right to subrogate against the Lessor. Specifically, all insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Lessor, its City Council, officers, officials, boards, commissions, directors, representatives, agents, and employees for any claims arising out of Lessee's work or service. Lessee and American Tower shall be solely responsible for payment of their respective deductibles and/or self-insured retention."

SECTION 7. ARTICLE VIII, GENERAL PROVISIONS, is amended as follows: Paragraph E. is replaced and renumbered as ARTICLE VIII, NONDISCRIMINATION. All other paragraphs of ARTICLE VIII, GENERAL PROVISIONS are re-numbered and renamed as a new ARTICLE IX, GENERAL PROVISIONS.

ARTICLE VIII, Paragraph E. is deleted in its entirety and amended to read as follows:

"ARTICLE VIII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable

and non-discriminatory basis to all users thereof and charge reasonable and non-discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that Lessee employs, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee 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.

C. Lessee, for itself, its successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land

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that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

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Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

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

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses non-discrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

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

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

SECTION 8. ARTICLE VIII, GENERAL PROVISIONS, Paragraphs A. – D., and F. – K. are deleted in their entirety, renumbered, amended and renamed as ARTICLE IX, GENERAL PROVISIONS, to read as follows:

"ARTICLE IX

GENERAL PROVISIONS

A. Attorneys' Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

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B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments, which may be lawfully levied against Lessee's occupancy or use of the premises, or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment, which it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and shall have the benefits of, all of Lessee's rights, title and interest in, to and under this Lease. Lessor, in no event, shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the

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mortgagor or beneficiary will seek no money judgment against Lessor. Lessee will provide to Lessor immediate written notice by certified mail of each notice of breach of covenant, default or foreclosure given to Lessee by a holder or trustee of any indebtedness, mortgage or trust indenture affecting or applying to Lessee's interest under this Lease.

E. Modification and Amendments. Changes or modifications to this Lease will be done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Gold Creek Cellular of Montana Limited Partnership
DBA Verizon Wireless

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Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

Copies to:
American Tower Corporation
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

And

American Tower Corporation
Attn: Legal Department
116 Huntington Avenue
Boston, MA 02116

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants and agreements herein contained, and as may be subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assignees and sublessees of the respective parties hereto as provided and subject to the requirements of ARTICLE I., Paragraph G and as provided herein.

J. Prior Lease. Lessor and Lessee agree that the Lease dated September 10, 2012 replaced the Commercial Non-Aviation Ground Lease for Use as a Communication Equipment Site between Lessor and Lessee dated May 29, 2007, referenced by Lessee as BIL-ALKALI Contract #NG71750 (the Terminated Lease). Lessor and Lessee acknowledge that all fees and payments due under the Terminated Lease dated May 29, 2007 have been paid in full. Lessee shall be responsible for payment of any fees and charges, including late fees, under the terms and conditions of the Current Lease and as extended by this Amendment.

K. Lease References. Lessor and Lessee agree this Amendment shall amend the Commercial Non-Aviation Ground Lease for Use as a Communication Equipment Site between Lessor and Lessee dated September 10, 2012, referenced by Lessee as BIL-ALKALI, by

DRAFT

Lessee as VZN Contract #NG112615, VZN Site #167483, and American Tower as ATC Site #414754. These references shall be included on all communications regarding this Lease.

L. Recorded Documents. Lessee and American Tower shall provide copies to Lessor of any documents either Lessee or American Tower place of record in Yellowstone County, Montana that pertain to or have an effect on this Lease."

SECTION 9. ACKNOWLEDGEMENTS. Except as modified and provided herein, the Lease and all other provisions remain unchanged, in full force and effect, and are hereby ratified and affirmed. In the event of an inconsistency between this Amendment and the Lease, the terms and provisions of this Amendment shall control.

SECTION 10. EFFECTIVE DATE. For Lessee's continuous, uninterrupted occupancy prior to the term extension included in this Amendment, and the rents and fees due, the effective date of this Amendment shall be June 1, 2022.

SECTION 11. AUTHORITY. The undersigned each respectively represents and warrants that it is duly and properly authorized to sign this Amendment on behalf of its respective party.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST: CITY OF BILLINGS

BY _____ BY _____

CITY CLERK MAYOR

APPROVED AS TO FORM

DRAFT

BY _____
CITY ATTORNEY

GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP
DBA VERIZON WIRELESS
BY: CommNet Cellular Inc., Its General Partner
BY: ATC Sequoia LLC, a Delaware Limited Liability Company, Attorney-In-Fact

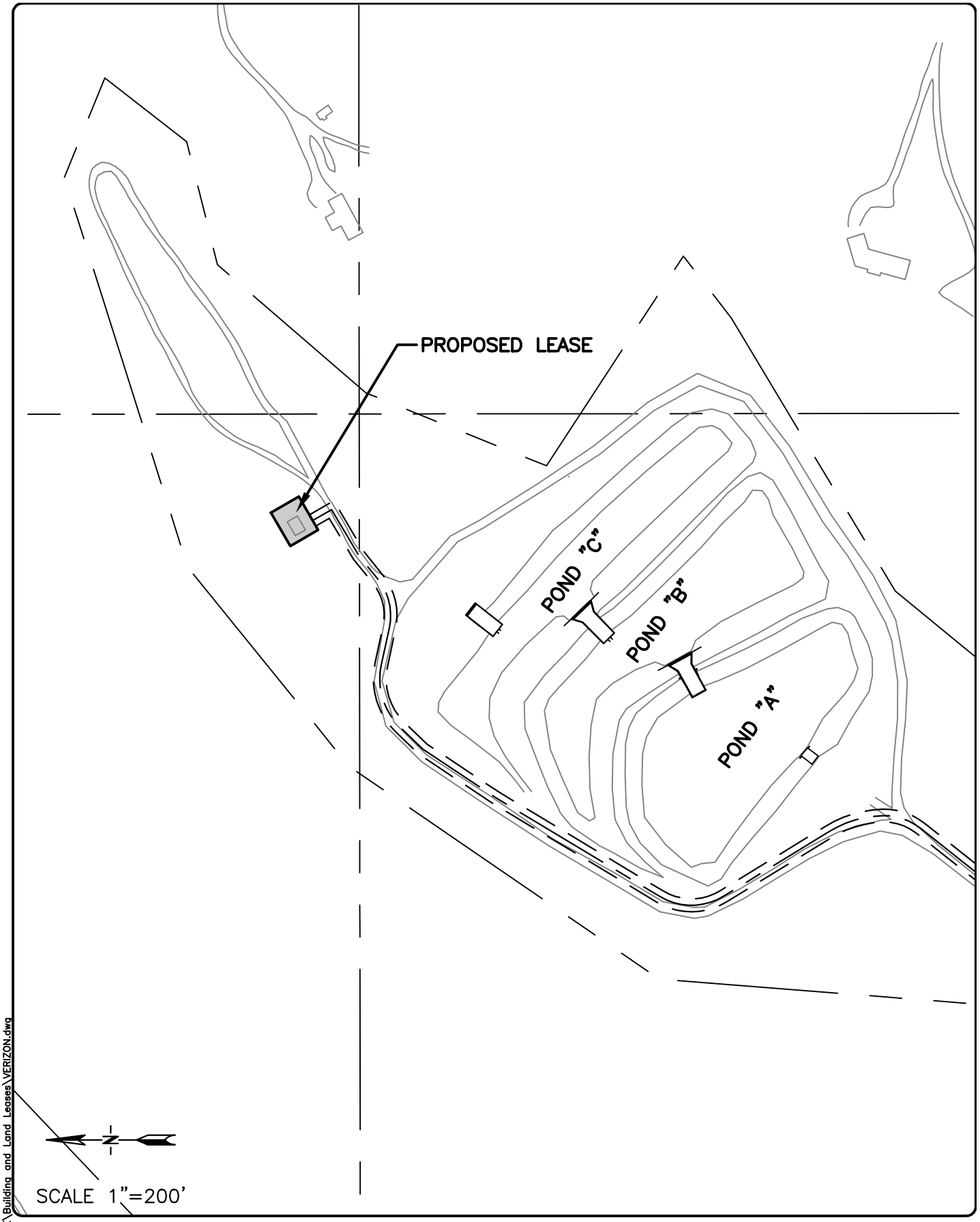
BY _____
(Signature)

_____
PRINT NAME

_____
TITLE

_____
DATE

DRAFT



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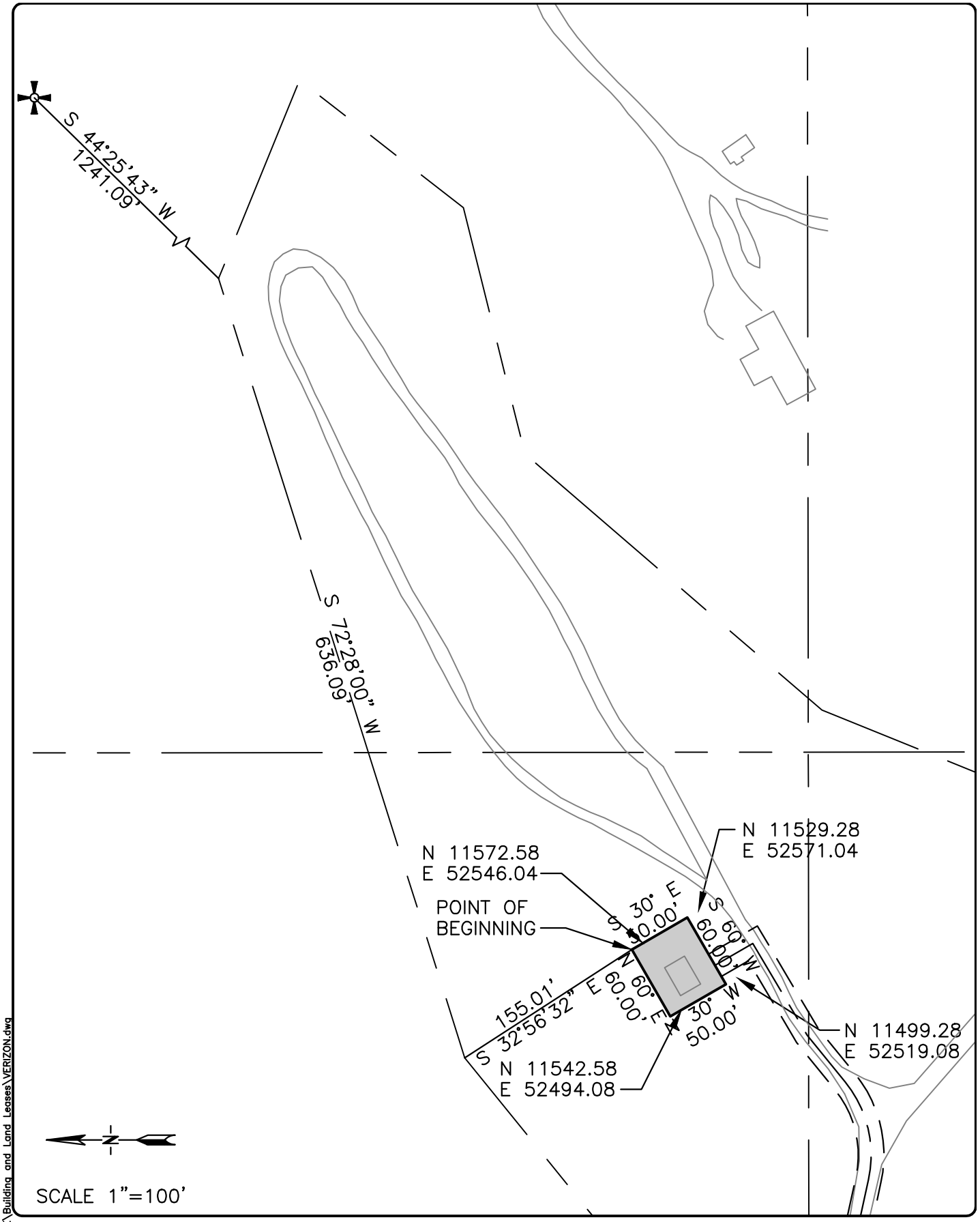
VERIZON WIRELESS LEASE
(BIL–ALKALI)

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012



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VERIZON WIRELESS LEASE

(BIL–ALKALI)

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012

DESCRIPTION

Main Parcel

Commencing at the Northeast corner of Section 29 T. 1N., R. 26E., P.M.M., Yellowstone County, Montana; thence S 44°25'43" W a distance of 1241.09 feet, computed from COS #2334; thence along boundary S 72°28'00" W a distanceof 636.09 feet (S 72°28'00" 636.20 feet per COS #2334); thence S 32°56'32" E a distance of 155.01 feet to the True Point of Beginning; thence S 30°00'00" E a distance of 50.00 feet; thence S 60°00'00" W a distance of 60.00 feet; thence N 30°00'00" W a distance of 50.00 feet; thence N 60°00'00" E a distance of 60.00 feet to the True Point of Beginning.

Said Main Parcel containing 3,000 square feet.

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VERIZON WIRELESS
LEASE
(BIL–ALKALI)
AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 3 of 3

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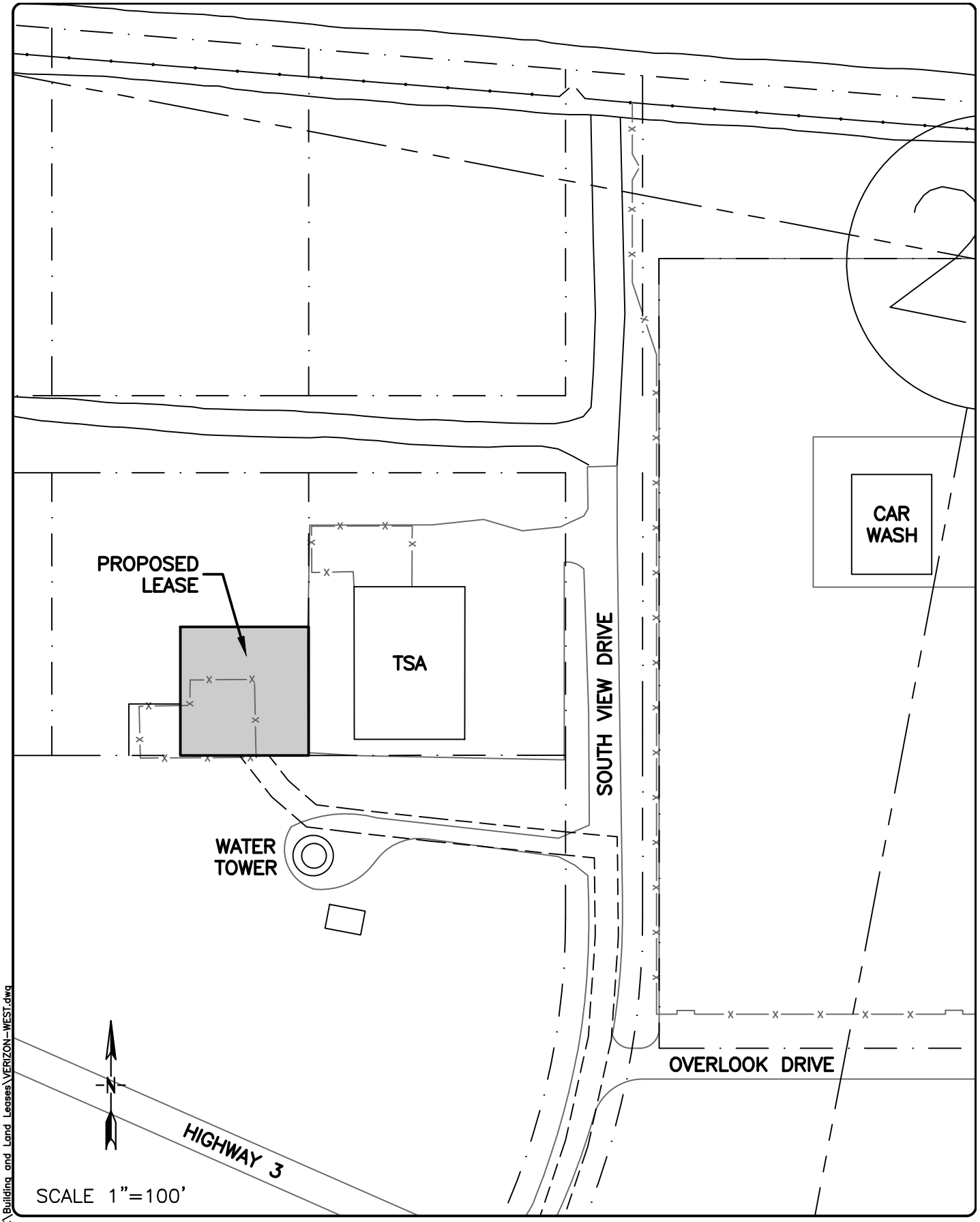

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VERIZON WIRELESS LEASE

(BIL–AIRPORT)

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT B 1 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
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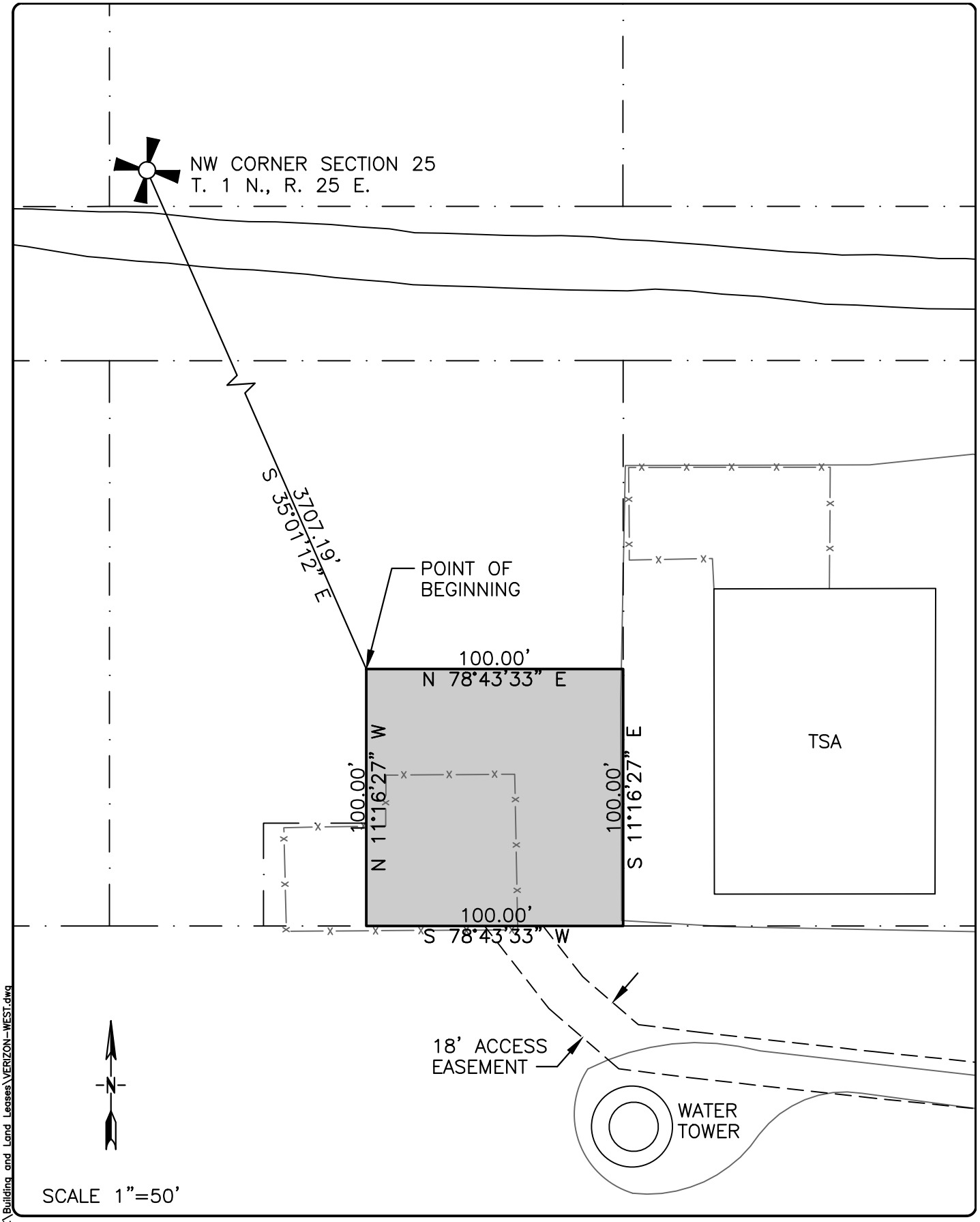
Scientists
Planners

ISSUE DATE: FEBRUARY 2012



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VERIZON WIRELESS
LEASE
(BIL–AIRPORT)
AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT B 2 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012

DESCRIPTION

Main Parcel

Commencing at the Northwest corner of Section 25 T. 1N., R. 25E., P.M.M., Yellowstone County, Montana; thence S 35°01'12" E a distance of 3707.19 feet, to the True Point of Beginning; thence N 78°43'33" E a distance of 100.00 feet; thence S 11°16'27" E a distance of 100.00 feet; thence S 78°43'33" W a distance of 100.00 feet; thence N 11°16'27" W a distance of 100.00 feet to the True Point of Beginning.

Said Main Parcel containing 10,000 square feet.

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VERIZON WIRELESS
LEASE
(BIL-AIRPORT)
AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT B 3 of 3

MORRISON MAIERLE, INC.
An Employee-Owned Company
315 No. 25th St.
Suite. 102
Billings, MT 59101
Phone: (406) 656-6000
Fax: (406) 237-1201
Engineers
Surveyors
Scientists
Planners

ISSUE DATE: FEBRUARY 2012

RETURN TO:
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801

MEMORANDUM OF
COMMERCIAL NON-AVIATION GROUND LEASE
FOR USE AS A
COMMUNICATIONS EQUIPMENT SITE

1. This Memorandum of Commercial Non-Aviation Ground Lease evidences that a certain Commercial Non-Aviation Ground Lease for Use as a Communications Equipment Site ("Lease"), was made and entered into on September 10, 2012 by and between CITY OF BILLINGS, MONTANA, 1901 Terminal Circle, Room 216, Billings, Montana 59105 ("Lessor") and Gold Creek Cellular of Montana Limited Partnership DBA Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 ("Lessee").

2. The real property described in the Lease is situated in Yellowstone County, Montana, in the City of Billings at Billings Logan International Airport and is more particularly described as follows, to-wit:

Main Parcel – Address: 1100 Rimtop Drive, Billings, MT

Commencing at the Northeast Corner of Section 29 T. 1 N., R. 26 E., P.M.M., Yellowstone County, Montana; thence S 44°25'43" W a distance of 1,241.09 feet, computed from COS #2334; thence along boundary S 72°28'00" W a distance of 636.09 feet (S 72°28'00" 636.20 feet per COS #2334); thence S 32°56'32" E a distance of 155.01 feet to the True Point of Beginning; thence S 30°00'00" E a distance of 50.00 feet; thence S 60°00'00" W a distance of 60.00 feet; thence N 30°00'00" W a distance of 50.00 feet; thence N 60°00'00" E a distance of 60.00 feet to the True Point of Beginning.

Said Main Parcel containing 3,000 square feet.

Premises is further depicted on attached "Exhibit A," and by said reference made a part hereof.

3. The term of the Lease commenced on June 1, 2012 and has been amended to extended the term for an additional ten (10) years, commencing June 1, 2022 and terminating on May 31, 2032.

4. Lessee entered into a Management Agreement and Master Prepaid Lease effective March 27, 2015 with ATC Sequoia LLC, a Delaware limited liability company, as Tower Operator or Manager ("American Tower" and granted American Tower a Limited Power of Attorney dated March 27, 2015 and recorded May 11, 2015 as Document #3739478 in Yellowstone County, Montana to negotiate, execute, deliver, record and file documents on behalf of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee as represented by American Tower as its Attorney-in-Fact, have duly executed this Memorandum of Commercial Non-Aviation Ground Lease as of the day and year last below written.

LESSOR: CITY OF BILLINGS, MONTANA

BY: _____

TITLE: MAYOR _____ DATE: _____

ACKNOWLEDGEMENT

STATE OF MONTANA
County of Yellowstone

On _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)

_____
Notary Signature

LESSEE: **LESSEE: GOLD CREEK CELLULAR OF MONTANA LIMITED PARTNERSHIP DBA VERIZON WIRELESS**
BY: CommNet Cellular Inc., Its General Partner
BY: ATC Sequoia LLC, a Delaware Limited Liability Company, Attorney-In-Fact

By: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF _____
County of _____

On _____, 20____, before me, the undersigned, a Notary Public for the State of , personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

(SEAL)

_____
Notary Signature

City Council Regular

Date:	10/09/2023
Title:	MOU with Yellowstone County for Use of City Fiber Conduit to the Miller Building
Presented by:	David Watterson, IT Director
Department:	Information Technology
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the Memorandum of Understanding (MOU) with Yellowstone County allowing them use of our existing city-owned fiber conduit.

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

Yellowstone County has recently purchased the Miller Building located at 2825 3rd Ave N. The MOU agreement before you, provides Yellowstone County with the permission to utilize the City of Billings owned fiber conduit to extend their network services from the Yellowstone County Court House to the Miller Building. The MOU sets clear expectations and roles for both the City of Billings and Yellowstone County. Yellowstone County IT & City IT have shared resources in the past to benefit each of our organizations, to help lower overall costs, and to build a strong working relationship.

In 2013, the city installed the conduit and fiber from City Hall to the Miller Building allowing us to serve our Planning Department for the past 10 years. We have existing conduit outside of Yellowstone County that allows for easy routing of the county's fiber from their courthouse to the Miller Building. We will continue to own the fiber conduit and utilize the available capacity for the redirection of existing fiber from our existing City Hall location to the new City Hall along with other future expansion of fiber services.

Allowing Yellowstone County to install 24 strands of fiber within our existing fiber conduit will not only save Yellowstone County money but allow the project to move forward without the delay of installing their own conduit. Our existing conduit and fiber boxes have the capacity to handle the addition of their fiber without impacting current and foreseeable future fiber projects. There are no associated costs to the City of Billings nor any known negative impacts to their project moving forward using our fiber conduit per the MOU.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The MOU agreement has no impact on the City of Billings and/or the Information Technology budget.

Attachments

Updated 2023 YC MOU

MEMORANDUM OF UNDERSTANDING
Between Yellowstone County and the City of Billings

This Memorandum of Understanding (MOU) is made between Yellowstone County ("County") and the City of Billings ("City") (collectively "the Parties") as public entities in recognition of the benefits of intergovernmental cooperation to better serve the collective interests of both and the public which they each serve.

PURPOSE:

The purpose of this MOU is to establish the terms and conditions under which the County will be permitted to run up to twelve (12) pairs of single mode and twelve (12) pairs of multimode fiber cables through the City's conduits. The County's fiber cables will utilize the City's exterior data vault at Billings City Hall, located at 210 N. 27th Street, Billings, Montana and run through the City's conduit to the Miller Building located at 301 N. 29th S Street. The County will also utilize the City's conduit and exterior data vault going from City Hall to the Yellowstone County Courthouse's data vault located at 217 N. 27th Street to run the same number of fiber cables.

DURATION:

The duration of this agreement will begin at the date of signatures and is intended to be perpetual.

The City retains the right to cancel or modify this agreement upon reasonable notice to the County for reasons such as *force majeure*, increase in the City's need for additional fiber cable capacity, or such other basis not presently foreseeable which renders the City's grant of access to the County no longer viable without detriment to the City.

In the event of cancellation or modification, the City agrees to permit the County as much time as is reasonable under the circumstances to procure other access points for its fiber cables.

RESPONSIBILITIES OF THE PARTIES:

The County

- The County shall be responsible for the installation and all associated costs related to running its fiber cable through the City's conduit.
- The County shall be responsible for any maintenance and associated costs for its fiber cables running through the City's conduit.
- The County shall be responsible for any damage caused to the City's conduit or City's property during its installation or maintenance of the County's fiber cables.

The City

- The City will permit reasonable access for the County to run its fiber cables through the City's conduit.
- The City will permit reasonable access for the County to perform maintenance or replacement of its fiber cables during the term of the agreement.

INDEMNIFICATION:

Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees and officials, against any an all claims, demands, causes of action, damages, costs expenses, liability or judgment against the other party for personal injury, death or property damages 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. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

CITY OF BILLINGS, MONTANA

By _____
William A. Cole, Mayor

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
JOHN OSTLUND, CHAIRMAN

By _____
DONALD JONES, MEMBER

By _____
MARK MORSE, MEMBER

City Council Regular

Date:	10/09/2023
Title:	Acceptance of Donation from Phillips 66 in the Amount of $9,000 to Purchase Two Storage Magazines
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council accept the donation from Phillps 66 in the Amount of $9,000 to purchase two storage magazines.

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

Council policy requires that any donation greater than $500 must be approved by the City Council. Phillips 66 wishes to donate $9,000 to the Billings Police Department for the purchase of two storage magazines. In order to be in compliance with Code of Federal Regulations and ATF Rulings, storage and transportation of explosive and non-explosive materials must be stored in type specific storage magazines. Currently, the BPD SWAT team does not have storage magazines. This donation would enable the BPD to purchase two storage cabinets.

ALTERNATIVES

City Council may:

- Approve the donation to the Billings Police Department in the amount of $9,000 or;
- Disapprove the donation to the Billings Police Department in the amount of $9,000 and provide further direction to staff.

FISCAL EFFECTS

There is no impact to the General Fund.

City Council Regular

Date:	10/09/2023
Title:	Falcon Ridge Estates Subdivision, 2nd Filing - Final Minor Subsequent Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00080

RECOMMENDATION

Staff recommends the City Council approve the final plat of Falcon Ridge Estates Subdivision, 2nd Filing.

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

On August 21, Performance Engineering applied for final plat approval for Falcon Ridge Estates Subdivision, 2nd Filing. The proposed subdivision creates 2 lots. The lots are currently vacant. The subject property is located north of Southern Bluffs Lane and east of Golden Acres Drive. The property is zoned NX2 (Mixed Residential 2) Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

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

ALTERNATIVES

The City Council may approve or deny the final plat of Falcon Ridge Estates Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.

(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.Staff finds the final plat meets the criteria outlined in 76-3-611 above.

Staff found that the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations.

FISCAL EFFECTS

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

Attachments

Final Plat
Final SIA
Conditions of Approval Letter

PZX-23-00080

PLOT STANDARD BW.CTB

8/28/2023 7:07:02 PM

PLAT OF AMENDED LOT 6, BLOCK 2, OF
FALCON RIDGE ESTATES SUBDIVISION, SECOND FILING

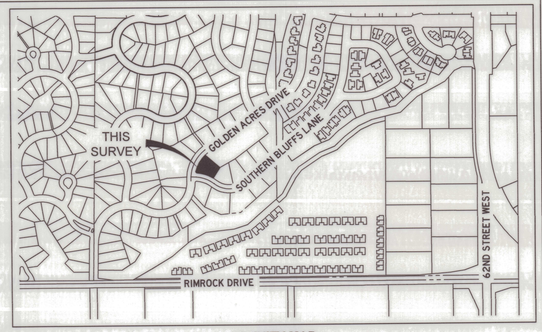
BEING LOT 6, BLOCK 2 OF FALCON RIDGE ESTATES SUBDIVISION, SECOND FILING
LOCATED IN THE SE 1/4 OF SECTION 25, T. 1 N., R. 24 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CHRISTOPHER T. MARKS

PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA IN SUBDIVISION : ± 0.327 ACRES

AUGUST 2023



VICINITY MAP
SCALE: 1" = 500'

LEGEND

⊗	PROPERTY CORNER NOT FOUND, NOT SET
●	FOUND PROPERTY CORNER, AS DESCRIBED
○	SET PROPERTY CORNER, 5/8" REBAR W/ "PEC" CAP
⊡	FOUND CENTERLINE MONUMENT
———	EXISTING PROPERTY LINE
———	PROPOSED PROPERTY LINE
— — — —	EASEMENT LINE, AS DESCRIBED
———	SURVEY BOUNDARY
——— – ———	RIGHT-OF-WAY CENTERLINE
——— – – ———	RIGHT-OF-WAY LINE
(R = XXX.XX')	RECORD DISTANCE

CERTIFICATE OF DEDICATION

We, the undersigned owners, do hereby certify that we have cause to be surveyed and platted in to lots, blocks, roads and other divisions and dedications, as shown on this plat hereunto included, said tract of land being situated in the SE 1/4 of Section 25, T. 1 N., R. 24 E., P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as Lot 6 of Block 2 of Falcon Ridge Estates Subdivision, Second Filing (Doc. No. 3882227).

Said tract contains 0.327 acres, more or less, in net and gross.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair, and removal of lines over, under, and across the areas dedicated on the plat as "Utility Easement" to have and hold forever.

This survey is not subject to review by the Montana Department of Environmental Quality pursuant to 76-4-125(1)(d)(i), MCA as certified pursuant to 76-4-127, MCA.

Dated this 21 day of August, 2023.

Christopher T. Marks

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 21 day of August, 2023 before me, a Notary Public in and for the State of Montana, personally appeared *Christopher T. Marks*, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
Printed Name Tamara Frank
Residing at Laurel, MT
My commission expires 12.02.2026

TAMARA FRANK NOTARIAL SEAL STATE OF MONTANA

TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 2, 2026

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date Reviewed By

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

9/7/2023 Date
President
Executive Secretary

BILLINGS - YELLOWSTONE COUNTY BOARD OF PLANNING MONTANA SEAL

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the foregoing plat for errors and omissions in computations and drafting.

Dated this _____ day of _____, 20__.

Reviewed by _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) and 76-3-207(3), MCA.

Date Yellowstone County Treasurer
Deputy

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadrmas, Registered Land Surveyor, do hereby certify that this survey was done under my direct supervision of a tract of land located in the SE 1/4 of Section 25, T. 1 N., R. 24 E., P.M.M., City of Billings, Yellowstone County, Montana, said tract being more particularly described as Lot 6 of Block 2 of Falcon Ridge Estates Subdivision, Second Filing. (Doc. No. 3682227)

Said tract containing a net and gross area of 0.327 acres, more or less.

Said tract subject to all easements and right-of-ways of record or apparent on the ground.

This survey was conducted in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

08/15/2023
Mark W. Kadrmas, PLS 51414LS
Registered Land Surveyor
State of Montana

MONTANA MARK W. KADRMAS No. 51414 LS LICENSED LAND SURVEYOR

CERTIFICATE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the Plat of AMENDED LOT 6, BLOCK 2, OF FALCON RIDGE ESTATES SUBDIVISION, SECOND FILING and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA this ____ day of _____, 20__.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(1)(d), MCA, since said plat is inside a master planning area and is provided with municipal facilities for the supply of water and the disposal of sewage, storm drainage, and solid waste.

Dated this _____day of _____, 20_____.

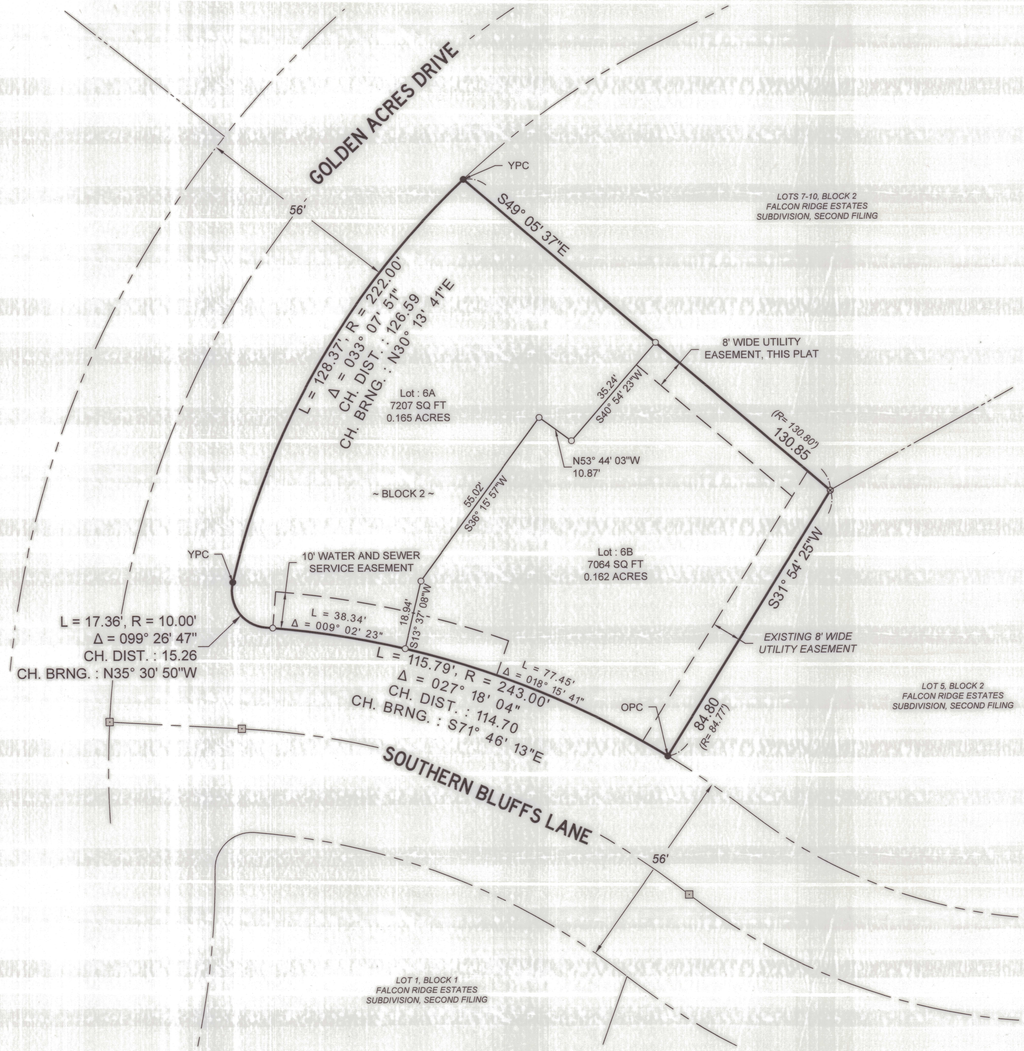
City Engineer's Office

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No. _____

WATER AND SEWER SERVICE EASEMENT

Document No. _____



CLERK AND RECORDER FILING INFORMATION

BASIS OF BEARINGS

Bearings shown on this survey are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin :	45° 47' 00"N
Longitude of Origin :	108° 25' 00"W
Mapping Scale Factor :	1.0001515

Grid distances shown hereon are, for practical purposes, equal to ground distances.

0 20 40
IN FEET

SHEET 1 OF 1

C:\Users\KinsleeTodd\PEC Billings Dropbox\Chris Marks\2022-142 6433 Southern Bluffs Lane\CAD\DWG\Plats\22-142 Final Plat.dwg

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

Amended Lot 6, Block 2, of Falcon Ridge Estates Subdivision, 2nd Filing

Table of Contents
(City of Billings)

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II. Property Conditions and Information for Lot Purchasers
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  F. Billings Area Bikeway and Trail Master Plan
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SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Amended Lot 6, Block 2, of Falcon Ridge Estates Subdivision, 2nd Filing

This agreement is made and entered into this ____ day of _____, 200__, by and between Christopher T. Marks, whose address for the purpose of this agreement is **6417 Southern Bluffs Lane**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of *Amended Lot 6, Block 2, of Falcon Ridge Estates Subdivision, 2nd Filing*, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Amended Lot 6, Block 2, of Falcon Ridge Estates Subdivision, 2nd Filing*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Amended Lot 6, Block 2, of Falcon Ridge Estates Subdivision, 2nd Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

1. No variances are requested as part of this Subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

C. Lot owners should be aware that a lot specific geotechnical report or specific recommendations from a licensed geotechnical engineer will be required to be submitted as part of any City Building Permit request.

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

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

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

G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best

Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. Lot owners shall be advised that land in the proximity to the northwestern boundary of the Subdivision is a right-of-way owned by the Burlington Northern Sante Fe Railway, upon which they actively operate a transportation business. This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owner of property within the Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that the Subdivision and successor owners of lots within the Subdivision, have an affirmative duty to stay off the Burlington Northern Sante Fe Railway property and to keep children, guests, and invitees off of the property.

III. TRANSPORTATION

A. Streets

- No public street improvements are necessitated for the Subdivision.

B. Sidewalks

- Sidewalks along the street frontage of each lot will be constructed by the lot owner at the time of development. Sidewalks shall be 5-foot boulevard walks.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- Additional traffic control devices outside those installed as part of the original Falcon Ridge Estates Subdivision, 2nd Filing are not necessary.

E. Access

- The subdivision lots will be accessed via the existing Southern Bluffs Lane and Golden Acres Drive roadways.

F. Billings Area Bikeway and Trail Master Plan

- The subdivision is outside the Billings Area Bikeway and Trail Master Plan Area.

G. Public Transit

- There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICE

- The Subdivision can currently be provided emergency services from Golden Acres Drive or Southern Bluffs Lane and an existing fire hydrant is located on the corner of the intersection of these two roadways.

V. STORM DRAINAGE

Drainage improvements have already been constructed as part of the Private Contract Number 664 for Falcon Ridge Estates Subdivision, 2nd Filing. It is not anticipated additional public storm drainage improvements are necessitated for the Subdivision. Any storm drain improvements necessitated for each lot shall be made in accordance with Chapter 28, BOCC, and the City of Billings Stormwater Management Manual in place at the time of development.

Lot owners should be aware that given the natural topography of the subdivision, areas between buildings may be used jointly by each owner to convey stormwater away from each building. Stormwater from with the Subdivision shall not be directed to adjacent private properties.

VI. UTILITIES

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

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

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

A. Water

The Subdivision will be served by an existing 8" water main in Southern Bluffs Lane and two existing water services extending to the south property line of Lot 6B. Should additional services for Lot 6A be necessary, they shall be tapped off the existing 12" water main in Golden Acres Drive.

B. Sanitary Sewer

C. The Subdivision will be served by an existing 8" sewer main in Southern Bluffs Lane and two existing sewer services extending to the south property line of Lot 6A. Should additional services for Lot 6B be necessary, they shall be tapped off the existing 8" sewer main in Golden Acres Drive.

C. Power, Telephone, Gas, and Cable Television

- Existing power, telephone, and gas utilities are present along the common line between Lot 6B and Lot 5, Block 2 of Falcon Ridge Estates Subdivision, 2nd Filing within an existing 8' wide utility easement. An additional 8' wide utility easement is provided along the north line of Lot 6B to provide these utilities to Lot 6A.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Amended Lot 6, Block 2 of Falcon Ridge Estates Subdivision, 2nd Filing, as this is a minor subdivision [MCA 76-3-621(3)(a)].

VIII. IRRIGATION

No existing irrigation ditches are immediately adjacent to the Subdivision, and no rights or shares in any ditches are conveyed to lot owners.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was performed by the original developer of Falcon Ridge Estates Subdivision, 2nd Filing. This geotechnical analysis includes items as shown in Appendix F (6) in the City of Billings Subdivision Regulations. This geotechnical report, in addition to subsequent addendums, are on file with the City of Billings Building Department and shall be followed when preparing a building permit application. Should lot owners wish to vary from the geotechnical report and addendums, a lot specific geotechnical report or specific recommendations from a licensed geotechnical engineer will be required to be submitted as part of any City Building Permit request for all residential structures in the Subdivision.

X. FINANCIAL GUARANTEES

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

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

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

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

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

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

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

"SUBDIVIDER" *Christopher T. Marks*

By: _____

Title: President

STATE OF MONTANA)
: ss
County of)

On this 21 day of August, 2023 before me, a Notary Public in and for the State of Montana, personally appeared *Christopher T. Marks*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Tamara Frank
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

SEAL
STATE OF MONTANA
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 2, 2026

TAMARA FRANK
NOTARIAL
SEAL
STATE OF MONTANA
TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 2, 2026

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

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

Waiver of Right to Protest
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

Amended Lot 6, Block 2, of Falcon Ridge Estates Subdivision, 2nd Filing

Signed and dated this 21 day of August, 20 23

Christopher T. Marks

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 21 day of August, 2023 before me, a Notary Public in and for the State of Montana, personally appeared Christopher T. Marks, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

TAMARA FRANK NOTARIAL SEAL STATE OF MONTANA

TAMARA FRANK
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
December 2, 2026

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

DocuSign Envelope ID: 7A4D0B9A-AE68-436E-8579-9DC597D9A4FF

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

June 26, 2023

Taylor Kasperick
Performance Engineering, LLC
608 N 29th Street
Billings, MT 59101

Dear Applicant/Engineer:

On June 26, 2023, the Billings City Council conditionally approved the preliminary plat of Falcon Ridge Estates Subdivision, 2nd Filing Amended Lot 6, Block 2, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

DocuSigned by:
William A. Cole
1A1CA11D542B334EE...
William A. Cole, Mayor

City Council Regular

Date:	10/09/2023
Title:	Amended Lot 4E-2, Block 1, Shiloh Crossing Subdivision - Final Minor Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-22-00297

RECOMMENDATION

Staff recommends the City Council approve the final plat of Amended Lot 4E-2, Block 1, Shiloh Crossing Subdivision.

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

On September 15, 2023, Sanderson Stewart applied for final plat approval for Amended Lot 4E-2, Block 1, Shiloh Crossing Subdivision. The proposed subdivision creates 3 lots for commercial development. The subject property is generally located east of Shiloh Road and west of Shiloh Crossing Boulevard. The property is zoned CMU2 (Corridor Mixed Use 2). The land is currently being developed. Staff has reviewed the application and determined that the proposed plat has met all the conditions of approval and is forwarding a recommendation of final approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

STAKEHOLDERS

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

ALTERNATIVES

The City Council may approve or deny the final plat of Amended Lot 4E-2, Block 1, Shiloh Crossing Subdivision. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.Staff finds the final plat meets the criteria outlined in 76-3-611 above.

Staff found that the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations.

FISCAL EFFECTS

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

Attachments

Final Plat
Final SIA
Conditions of Approval

AMENDED PLAT OF LOT 4E–2, BLOCK 1,

SHILOH CROSSING SUBDIVISION

SITUATED IN THE NW1/4 OF SECTION 14, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MAJ BILLINGS, LLC — JULY, 2023

PREPARED BY : SANDERSON STEWART — BILLINGS, MONTANA

NORTH

30 15 0 30 60

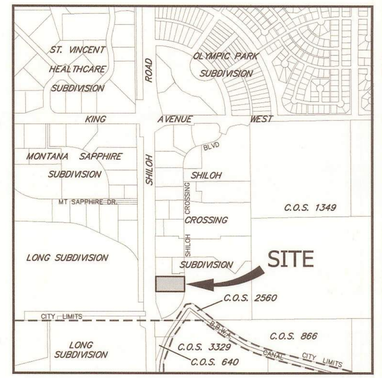
SCALE: 1" = 30'

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT THE SW CORNER OF LOT 4E–2, A REBAR WITH YELLOW CAP MARKED 'SANDERSON STEWART 8377LS' IS 0.9999988719; THE CONVERGENCE ANGLE IS –0°08'37". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

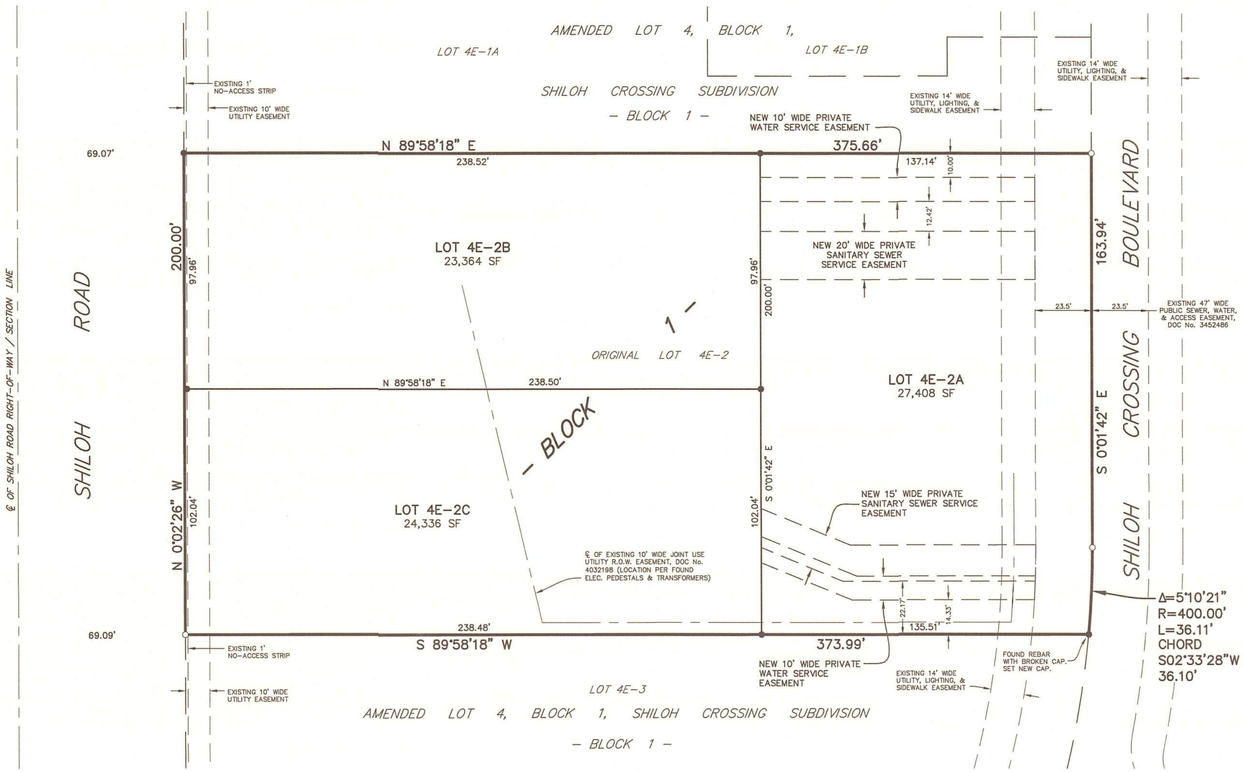
○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART 8377LS', OR AS NOTED.

● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.



VICINITY MAP
NOT TO SCALE



NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President _____

Executive Secretary _____

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 4E–2, BLOCK 1, SHILOH CROSSING SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this ___ day of _____, 20__ .

CITY OF BILLINGS, MONTANA

By: _____ Mayor Attest: _____ City Clerk

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of May, 2023, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOT 4E–2, BLOCK 1, SHILOH CROSSING SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 75,108 Sq. Ft. (1.724 acres), more or less.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: September 5, 2023

MONTANA — MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land does hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 14, T. 1 S., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to–wit:

Lot 4E–2 of the Amended Plat of Lots 2A–4–A, 2A–5–A, 3A, & 4E, Block 1, Shiloh Crossing Subdivision, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3611452.

Pursuant to 76–3–621(3)(b) M.C.A., there is no parkland dedication requirement for this non–residential subdivision.

Said tract to be known and designated as AMENDED PLAT OF LOT 4E–2, BLOCK 1, SHILOH CROSSING SUBDIVISION.

OWNER (50% interest)

MAJ BILLINGS, LLC, a Washington limited liability company

By: _____

Title: Managing Member

STATE OF WA)
:ss
County of Clark)

On this 10th day of August, 2023, before me, the undersigned Notary Public for the State of WA, personally appeared Michael S. Sevilla, known to me to be the person who signed the foregoing instrument as Managing member of MAJ Billings, LLC, and who acknowledged to me that said cmpany executed the same. Witness my hand and seal the day and year herein above written.

BRANDI M. HO
Notary Public
State of Washington
Commission Number 167490
My Commission Expires
July 17, 2025

Notary Public in and for the State of WA

OWNER (undivided 50% interest)

AE BILLINGS, LLC, a Washington limited liability company

By: _____

Title: Managing Member

STATE OF IDAHO)
:ss
County of KOOTENAI)

On this 17th day of AUGUST, 2023, before me, the undersigned Notary Public for the State of IDAHO, personally appeared JANET FOGLUND, known to me to be the person who signed the foregoing instrument as MANAGING MEMBER of AE Billings, LLC, and who acknowledged to me that said cmpany executed the same. Witness my hand and seal the day and year herein above written.

JULIE GULMAN
Notary Public - State of Idaho
Commission Number 58998
My Commission Expires Jan 23, 2024

Notary Public in and for the State of IDAHO

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____ .

City Engineer's Office

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76–3–611(1)(b)/76–3–207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____ Deputy

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor _____ Date _____

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS & RESTRICTIONS

Document No.: _____

PRIVATE WATER SERVICE EASEMENT

Document No.: _____

PRIVATE SANITARY SEWER SERVICE EASEMENT

Document No.: _____

RESERVED FOR CLERK AND RECORDER

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

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS AMENDED PLAT OF LOT 4E-2, BLOCK 1, SHILOH CROSSING SUBDIVISION

CITY OF BILLINGS

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

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS AMENDED PLAT OF LOT 4E-2, BLOCK 1, SHILOH CROSSING SUBDIVISION

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **MAJ BILLINGS, LLC.**, a Washington limited liability company, whose address for the purpose of this agreement is 300 W. 15th Street, Vancouver, WA 98660, and **AE BILLNGS, LLC.**, a Washington limited liability company, whose address for the purpose of this agreement is 1518 Bellerive Lane, Coeur d'Alene, ID 83814, hereinafter referred to as "Subdividers," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Amended Plat of Lot 4E-2, Block 1, Shiloh Crossing Subdivision, hereafter referred to as "the Subdivision", located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

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

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

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

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

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

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

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

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

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

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

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdividers and property owners, or owners of the developments

described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdividers and owners specifically agree that they are waiving valuable rights and do so voluntarily.

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

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

III. TRANSPORTATION

A. Streets

Adjacent to the Subdivision to the west is Shiloh Road. No street improvements are anticipated at this time for the Subdivision.

Adjacent to the Subdivision to the east is Shiloh Crossing Boulevard, which has a 47' wide public sewer, water, and access easement. No street improvements are anticipated at this time for the Subdivision.

B. Sidewalks

Adjacent to frontage of Shiloh Crossing Boulevard, within the Subdivision, is a 14' wide utility, lighting, and sidewalk easement. A 5' wide concrete sidewalk with a variable-width boulevard shall be constructed within the easement along the frontage of Shiloh Crossing Boulevard.

C. Street Lighting

Street lighting currently exists along Shiloh Crossing Boulevard in the vicinity of the Subdivision. No new street lighting will be required as a result of the subdivision.

D. Traffic Control Devices

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

E. Access

Access to the Subdivision will be provided by a single approach from Shiloh Crossing Boulevard. A reciprocal access easement will be filed to provide shared access to the lots within the Subdivision.

F. Billings Area Bikeway and Trail Master Plan

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

G. Public Transit

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

IV. EMERGENCY SERVICES

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

The City of Billings Fire and Police Departments will provide emergency services. Emergency access shall be provided to the Subdivision via Shiloh Crossing Boulevard. An existing fire hydrant is located near the northeast corner of the Subdivision along the west side of Shiloh Crossing Boulevard.

V. STORM DRAINAGE

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

The subdivision stormwater will be handled on site through surface flow on parking lots; collection through a network of catch basins, inlets, and piping. The subdivision will discharge to an existing 24-inch storm service that ultimately outfalls into an existing retention pond located on Certificate of Survey No. 866. A reciprocal drainage agreement will be filed to allow a common drainage system for all lots in the subdivision.

VI. UTILITIES

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

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

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

A. Water

Currently in the Subdivision, there are two (2) existing 4" and one (1) 2" water service connections to the 12" main line in Shiloh Crossing Boulevard.

At the time of lot development, each lot shall connect to the existing service lines. If the service line sizes are insufficient, a new service shall be installed, and existing service line abandoned.

New water service easements will be filed for this Subdivision.

B. Sanitary Sewer

Currently in the Subdivision, there are two (2) existing 6" sanitary sewer service connections to the 8" main line in Shiloh Crossing Boulevard. At the time of development, the Subdividers shall install an additional sanitary sewer service connection to the main line in Shiloh Crossing Boulevard for Lot 4E-2B. Lots 4E-2A and 4E-2C shall use the existing services. The sanitary sewer service size and location to be determined at the time of lot development.

New sanitary sewer service easements will be filed for this Subdivision.

C. Power, Telephone, Gas, and Cable Television

Services to this Subdivision will be provided from existing facilities. No additional new easements are required for the private utilities.

VII. PARKS/OPEN SPACE

Pursuant to MCA 76-3-621(3)(b), there is no parkland requirement for a non-residential subdivision.

VIII. IRRIGATION

There are no active agricultural facilities within the Subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A project/building specific Geotechnical report may be required at the time of development of the Subdivision.

X. PHASING OF IMPROVEMENTS

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

XI. FINANCIAL GUARANTEES

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

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a

commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

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

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

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

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

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

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

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

"SUBDIVIDER" **MAJ BILLINGS, LLC.,**
a Washington limited liability company

By: _____

Title: Managing Member

STATE OF WA)
:ss
County of Clark)

On this 22nd day of August, 2023, before me, the undersigned Notary Public for the State of WA, personally appeared Michael Jenkins, known to me to be the person who signed the foregoing instrument as Managing Member of **MAJ BILLINGS, LLC.**, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of WA

BRANDI M. HO
Notary Public
State of Washington
Commission Number 167490
My Commission Expires
July 17, 2025

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

"SUBDIVIDER" **AE BILLINGS, LLC.,**
a Washington limited liability company

By: _____

Title: managing member

STATE OF Washington)
:ss
County of Clark)

On this 8th day of September, 2023, before me, the undersigned Notary Public for the State of WA, personally appeared Arnt Eckhardt, known to me to be the person who signed the foregoing instrument as Manager of **AE BILLINGS, LLC.**, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Washington

KRISTIN M. ASHENFELTER
Notary Public
State of Washington
Commission Number 194997
My Commission Expires
09/12/2025

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

"CITY" CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

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

_____
Notary Public in and for the State of Montana

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

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

Amended Plat of Lot 4E-2, Block 1, Shiloh Crossing Subdivision

"SUBDIVIDER" **MAJ BILLINGS, LLC.,** a Washington limited liability company

By: _____ Title: Managing Member

STATE OF WA)
:ss
County of Clark)

BRANDI M. HO
Notary Public
State of Washington
Commission Number 167490
My Commission Expires
July 17, 2025

On this 22nd day of August, 2023 before me, the undersigned Notary Public for the State of WA, personally appeared Michael A. Jeanur, known to me to be the person who signed the foregoing instrument as Managing Member of **MAJ BILLINGS, LLC.**, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of WA

"SUBDIVIDER" **AE BILLINGS, LLC.,** a Washington limited liability company

By: _____ Title: Managing Member

STATE OF Washington
:ss
County of Clark)

On this 8th day of September, 2023, before me, the undersigned Notary Public for the State of WA, personally appeared Arnet Eckund, known to me to be the person who signed the foregoing instrument as Manager of **AE BILLINGS, LLC.**, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Washington

KRISTIN M. ASHENFELTER
Notary Public
State of Washington
Commission Number 194997
My Commission Expires
09/12/2025

CITY OF
Billings
MAYOR'S OFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

Sanderson Stewart
1300 N Transtech Way
Billings, MT 59102

Dear Applicant:

On July 1, 2023, the Billings City Council conditionally approved the preliminary plat of Shiloh Crossing Subdivision, Amended Lot 4E-2 subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems and stormwater systems to the City of Billings Engineering Department for review and approval prior to installation.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at greend@billingsmt.gov

July 10, 2023

Sincerely,

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	10/09/2023
Title:	Zone Change 1034 - Phase III Zoning Text Amendments - 2nd reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

The Zoning Commission recommends approval as follows:

1. Updates to Administrative Relief provisions Section 27-1614 -- Provide uniformity between administrative relief provisions for all zone districts including incorporation of landscape and off-sreet parking relief provisions. The Zoning Commission recommends approval, and adoption of the findings of the ten review criteria on a 5-0 vote.
2. Landscape Plan clarifications for residential (one and two family) lots Section 27-1618 -- Amend the administrative provisions for a Landscape Plan to clarify plans are not required with building permits for one or two-family dwellings on individual platted lots. The Zoning Commission recommends approval, and adoption of the findings of the ten review criteria on a 5-0 vote.
3. Housekeeping amendments to correct errors and cross-references in other city codes. The Zoning Commission recommends approval of all the minor amendments and adoption of the findings of the ten review criteria on a 5-0 vote, except for the proposed amendments to Sections 27-1405.A (3-5) and 27-1803 definitions related to signs. The Zoning Commission sent the amendments related to signs back to Planning staff for further information development and study.
4. Special Review criteria Section 27-1623 -- Amend this code section to allow the Council to require updates to existing sites or structures when considering a special review use. The Zoning Commission recommends approval, and adoption of the findings of the ten review criteria on a 5-0 vote.
5. Zoning at Annexation Section 27-1615 -- Allow an administrative process to determine the most appropriate zone for smaller parcels with existing county zones identical to a city zone district, or when the most appropriate zone change process for a parcel of more than 10 acres is not the Planned Neighborhood Development (PND) in Section 27-800. The Zoning Commission recommends approval, and adoption of the findings of the ten review criteria on a 5-0 vote.

The City Council held a public hearing on September 25, and approved the text amendments as recommended by the Zoning Commission. A second reading of the ordinances is required to approve the amendments.

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

In February 2021, the City Council adopted a new zoning code and zoning map for the entire city. The Council directed staff to continually monitor the new code to ensure the text of the regulations was working as intended and any corrections or housekeeping changes could be made. The Council also directed staff to monitor the implementation to consider any substantive changes to adjust the code, so it continues to provide support to the development goals of the adopted Growth Policy and general policies of Billings.

Planning staff brought forward a bundle of code corrections and amendments last year (June 2022). Those amendments were approved by the Council. Planning staff has been working on more substantive amendments to the code based on staff experience implementing the new code, information from professionals who use the code, and from the Council in its reviews of zoning applications. These substantive amendments include adjustments to the Neighborhood building and siting standards, the sign code, the Planned Neighborhood Development (PND) process, open space requirements for PNDs and multifamily developments, zoning at annexation as well as the right to rebuild residential structures in mixed-use and commercial zone districts. These adjustments are not indicators of a "broken" set of regulations. Just as a new car or truck has a break-in period, so do new codes and regulations. As a completely new code, the need to monitor for glitches or "pain points" is important. These adjustments are just part of breaking in a new code. Planning staff believes this set of amendments should be the last significant adjustments needed for a few years. Planning staff and the City Council should re-visit the zoning and other land development codes regularly and when a new Growth Policy is adopted.

The City Council took action to initiate these amendments for review, public hearings and adoption at its meeting on April 24. The City Council's action was to begin the process of public review and adoptions. The City Council will act

on the specific amendments once the Zoning Commission provides a recommendation and once the Council holds a public hearing. The number of amendments requires these to be brought forward in phases. This first phase included changes to the Neighborhood Districts building and siting standards, the code section on fence materials and the sign code. The City Council took action on these first amendments at its May 22, Regular Business Meeting. The Council approved the first phase of the amendments on June 12. The Council then considered the second phase of amendments on July 24, after the Zoning Commission hearing and recommendations from July 11.

Planning staff has worked with several stakeholders over the last several months to craft the draft amendments. At the May 2, 2023, hearing on the first set of amendments, the Zoning Commission asked for the next two phases to include one discussion meeting and then a public hearing meeting. The discussion meeting is intended to provide the Zoning Commission the opportunity to better study the amendments and ask questions of staff and make suggested edits prior to the public hearing. This is the public hearing for the third phase amendments. This phase of amendments includes the following:

- Updates to Administrative Relief provisions Section 27-1614 -- Provide uniformity between administrative relief provisions for all zone districts including incorporation of landscape and off-street parking relief provisions
- Landscape Plan clarifications for residential (one and two family) lots Section 27-1618 -- Amend the administrative provisions for a Landscape Plan to clarify plans are not required with building permits for one or two-family dwellings on individual platted lots.
- Housekeeping amendments to correct errors, provide clarity and fix conflicts with cross-references in other city codes
- Special Review criteria Section 27-1623 -- Amend this code section to allow the Council to require updates to existing sites or structures when considering a special review use.
- Zoning at Annexation Section 27-1615 and 27-800 -- Allow an administrative process to determine the most appropriate zone for smaller parcels with existing county zones identical to a city zone district, or when the most appropriate zone change process for a parcel of more than 10 acres is not the Planned Neighborhood Development (PND) in Section 27-800.

Administrative Relief

Section 27-1614 of the code allows Planning staff to grant minor relief from some code requirements such as setbacks, height, build-to-zone ranges, door and window requirements and other adjustments for new construction where a physical limitation exists that prevents an owner from following the code exactly. Administrative relief is intended to be a small adjustment to the code to fit existing circumstances. It is not a substitute for a formal variance and when a request exceeds the small amount allowed, a variance is required. Similar to variances, the Planning staff must find the request is to make an adjustment that maintains the intent of the requirement, does not adversely affect adjoining property and conditions may be applied to the approved request. The code has two additional "administrative relief" options that are not included in the process outlined in this section: Landscaping waivers and waivers of maximum (and minimum) off-street parking. The proposed draft amendment would allow all requests for administrative relief and waivers to be processed similarly ensuring there will be uniform application of criteria and standards. The ordinance approved on first reading is attached.

Landscape Plan

Section 27-1618 of the Administrative Procedures section of the code specifies how and when landscape plans shall be submitted for approval. Typically, these plans are submitted along with a building permit, a master site plan, a zoning compliance permit (county), or special review application. The first set of housekeeping amendments in 2022, clarified the street frontage landscaping required for single and two-family lots in Section 27-1203. A similar clarification and amendment is required in Section 27-1618, to ensure conformity throughout the code related to landscape plans for residential developments. Unless the development of one or two-family homes is covered by a master site plan approval (unit ownership, condominiums, townhomes), landscape plans are not required. Each lot is still required to provide one street tree for each 40 feet of street frontage, but these are not required to be shown on a building permit or zoning compliance permit for lot development or re-development. There are also inconsistencies between Section 27-1200 and 27-1618 that will be resolved with this amendment. The ordinance approved on first reading is attached.

Housekeeping Amendments

Small corrections and adjustments are still coming to light as we work with and apply the new zoning code. These adjustments will bring more clarity and reduce confusion for builders, architects, engineers, lawyers and planners as we apply the code to new projects and buildings. These housekeeping amendments include changes to the zoning regulation as well as adjustments to other parts of the city code that have incorrect references to the zoning code. The ordinances approved on first reading are attached.

Special Review Criteria

Section 27-1623 includes criteria for decision makers including the types of issues or areas where conditions may be imposed. The current code does not specify that deficiencies in existing site development can be addressed through the special review process. For example, a site may have some but not all the required street frontage landscaping, the type of planting required for a buffer yard, less than the required off-street parking for the existing or proposed use, or a sign type or sign area that is nonconforming to the code. These deficiencies are not mentioned in the special review criteria, but improvements could have a beneficial or mitigating impact on the proposed special review use. The amendment will add language to the decision criteria so the Zoning Commission and Council can consider upgrades to existing sites for new uses requiring special review. The ordinance approved on first reading is attached.

Zoning at Annexation

Section 27-1615 and 27-800 govern how zoning is changed and applied at the time of annexation to the city. The City and County now only have a handful of zone districts that are identical - Heavy Commercial (CX), Light Industrial (I1) and Heavy Industrial (I2), and the Public zone districts (P1-3). Some properties close to the city limits also have other "urban" zone districts applied to match the existing development pattern such as Neighborhood Residential 1-3, Mixed Residential 1-3 and Mixed Use zone districts. All of these properties can be annexed with the existing zoning in place and do not require a change to the zoning. During the past two years, the city has also annexed parcels that are inappropriate to apply the Planned Neighborhood Development zone change process because of the size, location and intended use of the property. These properties include a 20-acre parcel added to the Billings Operations Center on Midland Road and a few others. There were other annexations that were required to submit a zone change application even though the city zone district choice was obvious - an annexation of an N4 County zoned parcel surrounded by N3 City zoning. These situations are not uncommon. The current code does not consider these situations. The proposed amendment will set parameters when a zone change application is not required, when a landowner may choose to not go through the PND process, and what happens when an annexation is approved, but the zoning is not. The ordinance approved on first reading is attached.

STAKEHOLDERS

Planning staff published a legal ad, posted the final draft ordinances to the city's webpage and contacted the stakeholders groups with the time, date and location of the public hearing. Planning staff has not received any comments in writing or by phone call from interested persons.

Zoning Commission - Discussion August 1, 2023

The Zoning Commission discussed the draft text amendments on August 1, 2023, at a regular meeting. The Zoning Commission suggested edits to the proposed amendments regarding Administrative Relief related to the provision of doors and windows on front facades. Those changes and updates were made to the draft.

Zoning Commission - Public Hearing September 5, 2023

The Zoning Commission held a public hearing on September 5, 2023, and received the staff report and details of each proposed amendment to the code. The Zoning Commission asked questions regarding the housekeeping amendment ordinance that covers several sections of the zoning code. Staff clarified these amendments to the code. There was a longer discussion on the proposed changes to the sign code related to clarification of standards and definitions of freestanding signs.

The Zoning Commission received testimony from several persons who either owned or worked for sign companies in Billings. There was a general concern that the proposed amendments were not to clarify the definitions in the sign code but to make a substantial change to the code. Tom Gross of Sign Products, Inc., Michael Taylor of Sign Pro, Mark Lynde, Rachel Kelly and Kevin Kliewer, all employees of Sign Pro.

Rachel Kelly commented the sign code should not restrict the creativity of sign designers or the desire of business owners to have certain styles, colors or size of signs. She stated the proposed amendments are not necessary and would restrict her ability to design a sign to a customer's wishes. She stated the permitting process should be fair and equitable for all types of businesses or entities. She stated overly strict sign regulations will drive businesses outside the ares where more liberal sign codes apply. She stated this has happened in Bozeman where businesses are going to Belgrade and Three Forks.

Mr. Lynde testified in opposition to the sign code amendments. He asked the Zoning Commission if they had received his email earlier in the day. The Commission members stated they had received Mr. Lynde's email. He stated all signs meet the minimum the 5-foot property line setbacks. The sign structure is part of the overall sign design. He stated making every taller sign a pole sign would stifle the good designs of sign companies. He stated Sign Pro has already submitted a "monument" sign designed for the new City Hall that is 10 feet tall. He stated the pole signs on Grand Avenue has cluttered the area. He stated there is no logical reason to change the definitions. He stated the proposed amendments would stifle the sign designs they could use for their customers.

Michael Taylor, owner of Sign Pro, provided a print of a sign designed for 406 Windows at their new location on S 31st St W. Mr. Taylor asked the Commission whether the sign was a pole sign or a monument sign. Mr. Taylor pointed out the sign had a solid base, but there were three poles that extended upward from the base to the ornamental cap. The three poles held the sign faces for the business. Mr. Taylor stated the difference between a pole sign and a monument sign was merely the height of the sign - not how it appeared to be constructed. Mr. Taylor stated the sign example he provided should be considered a pole sign. He stated the industry describes a pole sign as a single pole structure and a pylon sign has at least two poles. He stated the new sign code was just a template forced on the city by the consultant. He stated there is no concern with the clear vision area since those are enforced regardless of the type of the sign. He stated the code should just be enforced as written - even if it is not clear to some people. He stated Sign Pro designed a sign retrofit to put a new sign over 3 existing poles for a business on King Ave West. The Planning staff called this sign a monument sign - not a pole sign. He stated the sign code that was forced on the community was intended to make Billings a "walking community". Billings is not a walking community and that means we need taller signs, and bigger signs. We just need to fix the definition of signs - monument and pole signs.

Tom Gross of Sign Products Inc. testified in opposition to the sign code changes. He stated he agrees with the previous testimony from the owners and employees of Sign Pro. He stated the clad pole signs look good. He stated he spent some time looking at the proposed 8-foot minimum clearance. He stated this is a necessary feature where you have people walking close to or under the sign. He stated not every pole sign needs to be 8 feet or more above the grade. He stated these signs tend to be not as attractive as a clad pole sign or pylon sign with cladding. He stated the image of Billings includes these types of signs, and they fit in with the character of the community.

Kevin Kliewer stated he observed the city has an abundance of good and aesthetically pleasing graphic designs and buildings. He stated there are lots of good materials to be used on signs such as brick, stone, dry-vit, stucco, and other cladding. These are all structural sound materials, and we have to prove these are sound materials and will not harm the public.

Chair Michael Larson closed the public hearing. Commission member Dan Brooks made a motion to recommend approval of all the draft ordinances and adoption of the findings of the 10 review criteria, but excluding Sections 27-1405.A (3-5) and Section 27-1803 related to sign definitions be referred back to Planning staff for further information development and study. The motion was seconded by Commission member Greg McCall and approved on a unanimous vote.

Commissioner Greg McCall stated the sign code needs to be clear. He stated those who served on the Sign Code Working Group worked on a code that was Billings specific and was not "forced on" the community by the consultant team. He stated the community is trying to have a vision of more walkable areas. He understands that many areas of the city are not this way and signs do need to be larger in some setting. He stated when change happens it can be uncomfortable. Commission member David Goss stated he would vote for the motion, but there is still a clear problem with the code definitions. He stated the clarity of the definitions need to be fixed. He stated the answers are there. Chairman Michael Larson stated sign codes are always complex issues, but there is more thought needed before the Zoning Commission considers these changes. He stated he would direct staff to present more options and context for the definitions as well as consideration for the testimony received at the hearing.

The Zoning Commission considered the remaining amendments and voted unanimously to recommend approval and adoption of the 10 review criteria for these amendments.

City Council Public Hearing and 1st reading September 25, 2023
The City Council held a hearing on September 25, 2023, and received the Zoning Commission recommendation and discussed the proposed amendments to the zoning regulations and other city codes. The City Council received testimony from Doug Wild of the HBA in favor of the amendments.

The City Council made motions on each proposed amendments separately.

1. Updates to Administrative Relief provisions Section 27-1614 -- Council member Gulick made a motion to approve the amendment on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council member Shaw and approved on an 8 to 0 vote.
2. Landscape Plan clarifications for residential (one and two family) lots Section 27-1618 -- Council member Shaw made a motion to approve the amendment on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council member Gulick and approved on an 8 to 0 vote.
3. Housekeeping amendments to correct errors and cross-references in other city codes -- Council member Joy made a motion to approve the amendments on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council member Gulick and approved on an 8 to 0 vote.
4. Housekeeping amendment to Sections 14-300 and 24-600 -- Council member Shaw made a motion to approve

the amendment on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council member Gulick and approved on an 8 to 0 vote.

5. Special Review criteria Section 27-1623 -- Council member Joy made a motion to approve the amendment on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council member Gulick and approved on an 8 to 0 vote.
6. Zoning at Annexation Section 27-1615 -- Council member Gulick made a motion to approve the amendment on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council member Shaw and approved on an 8 to 0 vote.

ALTERNATIVES

The City Council may take one of the following actions:

- Approve the text amendments on second reading and adopt of the findings of the ten review criteria for all or some of the amendments included in Zone Change 1034; or,
- Approve the text amendments on second reading with specific changes to the one or more of the draft ordinances included in Zone Change 1034; or
- Deny on second reading one or more of the ordinances included and adopt different findings of the ten review criteria for those ordinances included in Zone Change 1034; or,
- Delay action on second reading for one or more of the proposed text amendments for up to 30 days;or
- Refer on second reading one or more of the proposed text amendments back to the Zoning Commission for further review based on new information received at the Council public hearing.

FISCAL EFFECTS

Adoption of code amendments may affect the Planning Division budget. Municode is the official codification company for Billings. Every amendment to the code has a fee that has usually been assessed and paid for by a Department or Division. However, the City Code is not particular to one Division or Department. It is utilized by many City staff and is designed to benefit and protect all City residents. It is appropriate and accurate for the cost sharing of codification costs for zoning code updates through the general fund.

SUMMARY

Before making a final decision on the proposed text amendments, the City Council will consider the following findings of the ten review criteria as recommended by the Zoning Commission, and as approved by the City Council on first reading on September 25, 2023.

1) Whether the new zoning is designed in accordance with the growth policy;
The proposed Zoning Amendments are consistent with the 2016 Billings Growth Policy Statement and Growth Guidelines:Growth Policy Statement:
In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe, and provide a choice of housing and transportation options.

Growth Guidelines:

- Essential Investments (relating to public and private expenditures to public values)
  - Infill development and development near existing City infrastructure may be the most cost-effective Place Making (enhance, maintain, preserve and improve existing public places):
  - Public and private partnerships are valuable for creating enhanced entryways into Billings Community Fabric (attractive, aesthetically pleasing, uniquely Billings)
  - Attractive street scapes provide a pleasant and calming travel experience in urban and suburban neighborhoods.
- Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)
  - Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income level
  - Safe and livable neighborhoods can be achieved through subdivision design walkable access to public spaces
  - Implementation of the Infill Policy is important to encourage development of underutilized properties
- Home Base (healthy, safe and diverse housing options)

    - A mix of housing types that meet the needs of a diverse population is important
    - Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- 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
    - Safe and accessible transportation systems benefit everyone's quality of life
- 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
    - Retaining and supporting existing businesses helps sustain a healthy economy

Since the growth policy is a general guiding document that contemplates the overall vision and growth of the community, these amendments that better tailor the regulations to meet local needs are not contrary to the document. The code amendments address the parts of the code that have created challenges or are too general. These amendments will allow the code to be adjusted to meet the community goals and match the expectations of the City Council, community developers, neighborhood builders and citizens. The proposed code amendments will allow the city to better meet the needs of all its residents, businesses and visitors now and into the future. These amendments will integrate nicely into the existing a code, and when working as a whole, will meet the intent of the growth policy.

2) Whether the new zoning is designed to secure from fire and other dangers;
The zoning amendments will not change the code in a way that will create safety concerns related to fire and other dangers. Once integrated, these amendments will not prevent the code from providing adequate building separations and density limits to provide security from fire and other dangers. Considering the nature of these specific amendments, this criteria does not directly relate to most amendments, more specifically, do not relate to administrative relief actions, landscape plans, special review criteria or zoning at annexation. The alteration of the code still allows for appropriate setbacks and site requirements to ensure security of fire and other dangers.

3) Whether the new zoning will promote public health, public safety and general welfare;
Public health, public safety and the general welfare will be promoted by the proposed zoning code amendments and the existing code as a whole. These amendments do not drastically alter the originally adopted code which was found to have met the criteria for promoting public health, safety and general welfare. The proposed adjustments to the special review criteria to allow existing site developments to be improved to meet the new code, and zoning choices at annexations will help promote public health and safety by allowing appropriate conditions and options for approval. The amendments work in coordination with the code as a whole to ensure the minimum standards for health, safety and welfare are being met.

4) Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
Transportation: The amendments proposed for phase three do not have any specific relationship to the transportation network or impacts related to transportation.
Water & Sewer: The proposed code amendments should have no effect on city water and sewer services as the amendments are not directly related to utilities like water and sewer.
Schools and Parks: Schools and parks should not be effected by these code amendments.
Public Safety Services: Public health and safety should be improved by the code amendments to allow future site improvements for special review uses, and eliminate cross-reference errors in traffic regulation and fire prevention codes.

5) Whether the new zoning will provide adequate light and air;
The proposed zoning code amendments, as does the current zoning, provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The portions of the zoning code that pertain to adequate light and air are similar to criteria 2 and 3 which specify setback requirements, height requirements, and other siting requirements.The amendment that is most related to this criteria is the proposed amendment to Administrative Relief. The current code could allow a zero side or rear setback. It was not the intention of the code writers to allow this via administrative relief. An owner could still request this through a variance but not as an administrative process.

6) Whether the new zoning will affect motorized and non-motorized transportation;
The proposed zoning amendments will not directly affect motorized transportation. The proposed amendments may have a minor effect on non-motorized transportation. The amendment includes a housekeeping update to the city code on bicycles and in what districts it may be allowed to ride on a public sidewalk. The current code references cite old zone districts that no longer exist. The amendment specifically replaces these old districts with the new districts.

7) Whether the new zoning will promote compatible urban growth;
The zoning amendments will promote compatibility with urban growth through adjustments to add certainty and flexibility, without compromising the intent of the new code. The zoning code as a whole, is compatible with the City's growth policy and vision for the community as it grows. These amendments should integrate nicely and continue to provide residents and builders with predictability.

8) Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;
All the amendments have been considered in a way that continues to carry out the intent of the zoning code as a whole and considers how administrative options, special review uses, and annexation options can provide certainty and integrate in existing built environments. Generally, these amendments are consistent with existing fabric of both commercial and residential neighborhoods.

9) Whether the new zoning will conserve the value of buildings;
In general, the code amendments should conserve the value of buildings throughout the City and the amendments do not alter the code in a way that would decrease values.

10) Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.
The code amendments when working with the code as a whole encourage appropriate and compatible uses, design and siting of land in Billings.

Attachments

Administrative Relief 2nd reading ordinance
Landscape Plan 2nd reading ordinance
Further Zoning Housekeeping 2nd reading ordinance
Non Zoning Houeskeeping 2nd reading ordinance
Special Review Criteria 2nd reading ordinance
Zoning at Annexation 2nd reading ordinance

ORDINANCE 23-_____

**AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING Section 27-1614 ADMINISTRATIVE RELIEF,
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 text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed text amendment 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.** The text of Section 27-1614 be amended to allow requests for administrative relief be normalized between zone districts

Section 3. **ZONE TEXT AMENDMENT.** The text of Section 27-1614 is amended as follows:

Sec. 27-1614. - Administrative relief.

A. Applicability.

1. Administrative relief allows the modification of an existing numeric dimensional standard to accommodate site-specific or minor construction issues.

2. Administrative relief is applicable to new development, redevelopment, and major façade changes.

3. Administrative relief may be requested either as part of an original application or as a modification to an existing approval.

B. Authority. Administrative relief may be requested by an applicant qualified to request a primary development approval or amendment.

C. Procedures.

1. Common procedures. Procedures for review and decision of an administrative relief application are established in sections 27-1602 through 27-1613. They are summarized here for applicant convenience. *(graphic remains the same)*

2. Specific procedures. All applications for administrative relief shall identify the specific issue that the administrative relief is intended to address and how the administrative relief will resolve that issue:

(a) A request for administrative relief prior to construction shall be submitted with the project site plan application. Where the site plan is submitted in conjunction with a primary application, such as a special review request, that is decided by the city council, the request for administrative relief shall also be decided by that body. For example, if an administrative relief request is submitted with a rezoning application, the city council will also decide on the administrative relief.

(b) A request for administrative relief to address a minor construction issue shall be submitted with the ~~approved~~ project site plan, a written description of the minor construction issue, and an amended drawing of that part of the site for which the administrative relief is requested.

D. Permitted types of administrative relief.

1. N1-3, NX1-3, **RMH,** NO, NMU, CMU1, CMU2, DX, and EBURD districts. An applicant may request the following adjustments through administrative relief:

(a) The location of the building may be adjusted within a five-foot area from any minimum yard requirement or build-to zone width/location, **except a side or rear yard setback may only be reduced to three feet from a five foot minimum through administrative relief.**

(b) EBURD: Up to ten (10) percent increase in total impervious coverage, not to exceed the total amount of permitted impervious plus semi-pervious coverage. Compliance with stormwater regulations is required.

(c) Up to ten (10) percent decrease in ~~primary frontage~~ **front lot line** coverage.

(d) Additional height of any story up to two (2) feet, as long as the overall building height does not exceed the allowable height of all floors at their maximum permitted height**, or provided, that the total modification shall not increase the applicable building or structure height by more than ten (10) percent of the otherwise maximum height in the zone, nor add another habitable story or mezzanine.**

(e) Up to ten (10) percent decrease in ~~transparency~~ **front façade window and door coverage** or a ten (10) percent increase in blank wall limitation for corner side facades. **Up to twenty-five (25%) percent of the front façade window and door required area (square feet) may apply to use alternative materials**

for windows or doors, including but not limited to spandrel glass, architectural glass block, faux door/window openings or similar installations. Any approved administrative relief will not signficantly reduce visibility into and out of the structure.

(f) Lot coverage. In any zone, modifications of the lot coverage requirement; provided, that the total modification shall not increase the applicable coverage to more than ten (10) percent of the otherwise maximum lot coverage in the zone.

(g) Fence heights and materials. In any zone, modifications of the maximum fence height requirement; provided, that the total modification shall not increase the applicable fence height maximum in any yard by more than ten (10) percent. Fences greater than seven (7) feet in height will need a building permit. Fence materials not listed in Section 27-1209.E may be requested through this process.

(h) Parking. In any zone, a decrease in the number of required off-street parking spaces of not more than fifty (50) percent when total required spaces are at least ten (10) spaces. In any zone, allow more than the maximum number off-street parking stalls as provided in 27-1302.F.

(i) Location of Accessory Structure. In any zone, allow location of an accessory structure in a side yard.

(j) Reduction or variations in required landscaping as provided in Section 27-1618.E.4.

2. CBD, CX, I1, I2, P1-3, PD districts**. An applicant may request the following adjustments through administrative relief:**

~~(a) The zoning coordinator may grant administrative relief that conforms to the following requirements:~~

~~(1)~~ **(a)** Setbacks. In any zone, modifications of the front, side, or rear yard setback requirement; provided that the total modification shall not reduce the applicable setback(s) by more than ten (10) percent **of the zone district requirement or five (5) feet, whichever reduction is larger.** ~~of that otherwise required in the zone~~.

~~(2)~~ **(b)** Lot coverage. In any zone, modifications of the lot coverage requirement; provided, that the total modification shall not increase the applicable coverage to more than ten (10) percent of the otherwise maximum lot coverage in the zone.

~~(3)~~ **(c)** Structure heights. In any zone, modifications of the building or structure height requirement; provided, that the total modification shall not increase the applicable building or structure height by more than ten (10) percent of the otherwise maximum height in the zone, nor add another habitable story or mezzanine.

~~(4) Usable open space. In any zone, modifications of the usable open space requirement; provided, that the total modification shall not increase the applicable coverage to more than ten (10) percent of the otherwise required usable open space in the zone.~~

~~(5)~~ **(d)** Fence heights **and materials. In any zone, modifications of the maximum fence height requirement; provided, that the total modification shall not increase the applicable fence height maximum in any yard by more than ten (10) percent. Fences greater than seven (7) feet in height will need a building permit. Fence materials not listed in Section 27-1209.E may be requested through this process.** ~~In any zone, modifications of the maximum fence height requirement; provided, that the total modification shall not increase the applicable fence height by more than ten (10) percent of the otherwise maximum height in the zone. Fences greater than or equal to eight (8) feet in height will need a building permit.~~

~~(6)~~ **(e)** Parking. In any zone, a decrease in the number of required **off-street** parking spaces of not more than ~~ten (10)~~ **fifty (50)** percent when total required spaces are at least ~~twenty (20)~~ **ten (10)** spaces. **In any zone, allow more than the maximum number off-street parking stalls as provided in 27-1302.F.**

~~(7)~~ **(f)** Deviations from final planned development maps. In any planned development zone, deviations to ~~final~~ planned development maps which are consistent with the requirements of the ~~preliminary~~ planned development **approval**, ~~final planned development~~ conditions of approval, or development standards of the underlying zoning district.

(g) Location of Accessory Structure. In any zone, allow location of an accessory structure in a side yard.

(h) Reduction or variations in required landscaping as provided in Section 27-1618.E.4.

~~(b)~~ **3.** Administrative relief may not:

~~(1)~~ **(a)** Create, intensify, or expand any nonconformity with maximum or minimum requirements of the zoning district;

~~(2)~~ **(b)** Permit uses other than those permitted in the zone district;

~~(3)~~ **(c)** Reduce the effectiveness of approved transitional screening, buffering, landscaping, and/or open space; or

~~(4)~~ **(d)** Expand the area or type of signage approved.

E. Decision criteria. To approve a request for administrative relief, the zoning coordinator shall make and record findings that all of the following provisions are met:

1. The proposed use, structure, or activity is permitted in the underlying zone district;

2. There are special circumstances existing on the property for which the application is made related to size, shape, area, topography, surrounding conditions, and location that do not apply generally to other property in the same area and zone district;

3. The special circumstances have not been created by the applicant; and

4. The impact of the administrative relief is internal to the subject property.

F. Review and decision-making. Requests for administrative relief are processed as an administrative decision pursuant to subsection 27-1610.A.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6**. SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1034, Text Amendment for Administrative Relief

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING Section 27-1618 LANDSCAPE PLAN PROCESS, 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 text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed text amendment 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.** The text of Section 27-1618 be amended to clarify landscape plan submittal is not required for one and two-family developments and to conform the plan submission between the city and county landscape code sections.

Section 3. **ZONE TEXT AMENDMENT.** The text of Section 27-1618 is amended as follows:

Sec. 27-1618. Landscape plan.

A. Applicability. Landscaping in compliance with this zoning code shall be required for any new construction, and expansion of existing structures. All plans submitted in support of a building permit or zoning compliance permit shall include a landscape plan where required. **No landscape plan submittal is required for any one or two-family building permit applications except those located within a development covered by a Master Site Plan approval (Sec. 27-1619). Any building permit for a one or two-family dwelling within a Master Site Plan approved location shall indicate on the site plan the landscaping required by the approved Master Site Plan.**

B. Authority. A landscape plan may be submitted for review by a property owner or the property owner's agent, including the landscape professionals described in subsection 27-1618.C.

C. Procedures.

1. Common procedures. Common procedures for landscape plan review are identified in Table 27-1600.1 and are summarized here for applicant convenience.

2. Specific procedures. Landscape plans shall be prepared as follows:

(a) Lots of ~~**one**~~ **1.5 acre<u>s</u>** or larger: The plan shall be prepared by a Montana licensed landscape architect.

(b) Lots smaller than ~~**one**~~ **1.5 acre<u>s</u>**: The applicant is encouraged to work with a nurseryman or landscape design professional to meet the requirements of this article.

…….

E. *Post approval.*

4. *Administrative relief.* Administrative relief is provided to add flexibility in the application of a specific landscaping regulation when a standard is inapplicable or inappropriate to a specific use or design proposal. Administrative relief may be applied up to a total of ten (10) individual landscape standards for any site. **<u>The application shall follow the procedures in Section 27-1614 – Administrative Relief.</u>**

(a) *Policies.*

(1) The planning division recognizes that the specific landscape requirements in article 27-1200 cannot and do not anticipate all possible landscape situations. In addition, the planning division recognizes that there may be landscape proposals which conform to the purpose, intent and objectives of the landscape regulations, but were not anticipated in the specific regulations. Therefore, the planning division may grant administrative relief in the event of these situations and proposals.

(2) The reasonable development of a site may require the granting of administrative relief to some of the requirements. Although all of the categories of landscape requirements are considered important, the planning division generally assigns the following priorities for compliance with the landscape requirements:

i. First, adjacent residential uses should be buffered;
ii. Second, an attractive appearance of the project should be provided along adjacent streets by landscaped setbacks and trees;
iii. Third, the parking areas and building elevations which form major public views of the project should be visually softened and enhanced by trees and other plantings.

(3) Compliance with the requirements, such as the third priority above, should not be "forced" into a site design. For both visual effect and

ease of maintenance, relatively few, but larger landscaped areas, which are integrated with the other elements of the site design, are generally encouraged. In addition, relatively numerous and smaller landscaped areas, which are not integrated with the other elements of the site design, are generally discouraged.

(4) However, the granting of administrative relief should not always mean that a requirement is reduced without compensation. For example, the granting of a reduced bufferyard depth should be compensated by the planting of additional trees, shrubs or other plants.

(b) *Application.*

(1) A written request for administrative relief shall be submitted ~~to the zoning coordinator either before or in conjunction with the building permit review process.~~ **following the procedures in Section 27-1614.** The written request shall include a justification in terms of the findings necessary to grant administrative relief. ~~The written request shall close with a section for the planning division's use which will include a block for the decision of approval/denial, the zoning coordinator signature, and decision date.~~ The written request with decision shall be attached to the plan or retained in the applicable file, as appropriate.

(2) The zoning coordinator must make all of the following findings in order to grant administrative relief:

i. The strict application of the regulation in question is unreasonable given the development proposal or the measures proposed by the applicant or that the property has extraordinary or exceptional physical conditions that do not generally exist in nearby properties in the same general area and such conditions will not allow a reasonable use of the property in its current zone in absence of relief;
ii. The intent of the landscaping section and the specific regulation in question is preserved;
iii. The granting of the administrative relief will not result in an adverse impact upon surrounding properties; and
iv. Proportional compliance is not appropriate for the location and development planned.

(3) The zoning coordinator shall render a decision on the request within thirty (30) calendar days of receipt of the request and all required information. An appeal of the zoning coordinator's decision may be made to the board of adjustment with jurisdiction over the property, within thirty (30) calendar

days after the decision. At this time, the appeal will be put on the agenda for the next board of adjustment meeting which allows for the required public notice.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1034, Text Amendment for Landscape Plan process

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 27-1000, 27-1300, 27-1400, 27-1500, 27-1600, and 27-1800, BE AMENDED TO CORRECT ERRORS, CROSS REFERENCES, OMMISSIONS AND TO AMEND AND PROVIDE CLARIFICATION OF THE REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27-1502, BMCC,* provide for amendment to the text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed corrections and clarifications to the zoning regulations that pertain to all the real property within the City of Billings. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** Sections 27-1000 – Uses and Use Standards, 27-1200 - Landscaping, 27-1300 – Off Street Parking, 27-1400 – Signs, 27-1500 – Nonconformities, 27-1600 – Administration, and 27-1800 – Definitions and Measurements, have been found to contain errors unrelated to the substance of the zoning regulations. Correction of these errors through an ordinance will make the regulations clearer and provide for accurate administration of the code.

Section 3. **ZONE REGULATION CORRECTIONS AND AMENDMENTS**

a. Section 27-1002.A.2 is amended as follows:

Sec. 27-1002. - Uses by district.

A. Use table. Table 27-1000.1, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted:

1. Permitted /P/. These uses are permitted by-right in the zone districts in which they are listed. Permitted uses are required to comply with applicable use-specific standards identified in this article.

2. Permitted in a specified location, such as on upper stories or in the back of a structure/PL/. These uses are permitted by-right in the districts in which they are listed,

provided that the uses are located in the upper stories of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least ~~thirty (30)~~ **twenty (20)** feet from the front facade.

3. Permitted with use restrictions /PR/. These uses must comply with the use restrictions identified in this zoning code, including those restrictions included in this article and any use restrictions identified in the zone district where the uses is proposed to be located.

4. Requires a special review /SR/. These uses require special review by the city zoning commission are not permitted uses in the districts in which they are listed but may be allowed as special exceptions subject to specific conditions. Uses permitted by special review must follow any applicable development standards associated with the use as well as meet the requirements of the special review.

5. Uses that are not permitted are indicated by a blank space.

b. Section 27-1002.C – Uses by District – Table 27-1000.1 is amended as follows:

Table 27-1000.1: Permitted Primary Uses	Residential							Mixed-Use and Commercial							Indust.		EBURD					Public					
	Key: P = Permitted, PL = Location Limits in Zone District, PR - Applicable Use Restrictions, SR = Special Review																										
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	13	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
PUBLIC, CIVIC, AND INSTITUTIONAL																											
Assembly																											
Civic Assembly	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	P	P	P	P	P	P	P	P	P	PR	P	PR	PR	PR	27-1004
Religious Assembly	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	P	SR	SR	SR	P	P	P	P	P		P	PR	PR	PR	27-1004
Campus																											
Planned Civic Campus																								P			P3: 27-500
Planned Educational Campus																									P		P3: 27-500
Planned Medical Campus																										P	P3: 27-500
Educational																											
School, College or University								SR	SR	P	P	P	P	P			PL	P	P	PL	P		P	P	P	P	
School, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P			PL	P	P	PL	P		P	P	P		
School, Trade, Business, Vo/Tech								P	PL	PL	PL	P	P	P	P		PL	P	P	PL	P		P		P	PR	27-1004
Government and Public Safety																											
Correctional Facilities															SR								SR				
Emergency Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	13	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
COMMERCIAL																											
Commercial Service																											
Broadcasting Stations and Studios								SR	SR	P	P	P	P	P	P	P	P	P	P	P	P						
Business Service								P	P	P	P	P	P	P	**P**		P	P	P	P	P						
Crematory, Funeral Services										P	P	P	P	P	P		P	P	P	P	P		P				
Cemetery																							P				
Consumer Maintenance and Repair								P	P	P	P	P	P	P	P		P	P	P	P	P						
Personal Service								P	P	P	P	P	P	P	**P**		P	P	P	P	P			PR	PR	PR	27-1005
Studio or Instruction Service								P	P	P	P	P	P	P			P	P	P	P	P			PR	PR	PR	27-1005

.....

Office																											
Business or Professional								P	P	P	P	P	P	P	**P**		P	P	P	P	P			P	P	P	

.....

Retail Sales																											
Retail, Large-Format											P			P	**P**			P	P	P	P						

.....

Vehicle Sales and Service, Personal																											
Car Wash										SR	P			P	P	**P**			P	P	P						27-1005
Vehicle Sales and Rental											P	P	SR	P	P	P		P	P	P	P						
Outdoor Sales Lot											PR	SR	SR	P	P	P		PR	P	P	P						27-1005.M 27-1008.P
Vehicle Maintenance and Repair, Minor (5,000 SF or less)										P	P	P	SR	P	P	P		P	P	P	P						
Vehicle Maintenance and Repair, Major (>5,000 SF)											SR			P	P	P			P	P	P						
Vehicle Service Station										PR	PR	PR	PR	P	P	P		PR	PR	PR	PR			P	P	P	27-1005
with Convenience Store									SR	PR	PR	PR	PR	P	**P**	**P**		PR	PR	PR	PR			P	P	P	27-1005

c. Section 27-1007.C – Wireless communication facilities is amended as follows:

2. Applicability.

(c) Pre-existing WCFs.

(2) Changes and additions to pre-existing WCFs (including trading out of antennas for an equal number of antennas) shall meet applicable requirements of subsection 27-1007.C.~~5~~**4** General requirements.

d. Section 27-1008.E Accessory Use Table 27-1000.6 is amended as follows:

Table 27-1000.6: Accessory Uses	Residential							Mixed-Use and Commercial							Indust.		EBURD					Public						
	Key: P - Permitted, PL - Location Limits in Zone District, PR - Use Restrictions, SR - Special Review																										
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	13	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
Residential																											
Accessory Dwelling Unit	SR	PR PL	PR PL	PR PL			PR PL																				27-1008
Employee/Caretaker Unit														PR	PR	PR					PR		P	P	P	P	27-1008
Home Occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	27-1008
Short-Term Rental (Guest Home)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR			PR	PR	PR				PR	PR	PR	PR	27-1005
Shelter (accessory to religious institution)												PR	PR				PR	PR	PR	PR	PR						27-1004

e. Sections 27-1404.C, 27-1407.D and 27-1407.F are amended as follows:

27-1404. *Measurement and calculation*.

…….

C. Height and clearance. The permitted maximum height for all signs is determined by the sign type and the zoning district in which the sign is located. Sign height and clearance is measured as follows:

1. Freestanding sign height.
   (a) The vertical distance measured from the highest point of the sign to the crown of the adjacent street, not including the interstate highway.
   (b) Height shall include the sign face, base, cabinet, and ornamental cap.
   (c) When the existing finished grade at the point of measurement is lower than the average elevation of the adjacent street finished grade parallel to the location where the sign will be installed, that portion of the sign below the street shall not be included in determining the sign's overall height.
2. Sign clearance.
   (a) Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade directly underneath the sign face at the lowest point of the sign structure, including any framework or other structural elements.
   (b) Signs that project over a roof shall maintain a four (4) foot clearance over the average roof height.

27-1407.D. CBD and DX.

…..

2. *Maximum total signage.*
   (a) *Attached wall signs.*
      (1) *Buildings under ten (10) stories.* Ten (10) percent of the wall area up to a max of two hundred fifty (250) square feet **for any single wall sign**. ~~This~~ **The** maximum wall sign area is calculated ~~on a per~~ **for each** tenant ~~basis~~ **based on the tenant's occupied floor area. Tenant wall sign area is .015 square feet of wall sign area per square foot of occupied floor area.** See Sec. 27-1407.D.4 for wall signs on building facades that do not face a street.

…..

4. District specific standards.

…..

(b) Tenant signage in multitenant structures shall calculated for each tenant based on the **tenant's occupied floor area. Tenant wall sign area is .015 square feet of wall sign area per square foot of occupied floor area.** ~~front wall area of the individual unit~~. Tenants with side, rear, or

alley entrances are permitted wall signage on the wall with their primary public entrance.

27-1407.F. Public districts.

1. Public 1: Park and open space.

(a) Freestanding signage is permitted per street frontage as identified in Table 27-1400.12.

(b) Internal park signage is exempt per subsection 27-~~1403.C.~~ **1402.C**

f. Section 27-1506.A is amended as follows:

Sec. 27-1506. - Compliant single unit residential lots.

A. A single unit dwelling and customary accessory buildings may be erected on any vacant single lot of record as of the effective date of this zoning ordinance in an N1-~~4~~ **3**, NX1-3 or RMH district as follows:

g. Section 27-1606 is amended as follows:

Sec. 27-1606. Procedures for complete applications with changed status.

B. *Withdrawn application.*

1. *Prior to public notice.*

(b) A zone change**, special review or variance** application may be withdrawn at any time prior to the publication of the legal advertisement for the public hearing before the city zoning commission **or city board of adjustment**. A withdrawn zone change application may be refiled after a 120-day waiting period. **There is no mandatory waiting period for a withdrawn special review or variance.**

2. *Following public notice.*

(c) The city zoning commission **or board of adjustment** may allow withdrawal of an application, after advertisement of the ~~zoning commission~~ public hearing has been published, by a majority vote of the members present. After the city zoning commission hearing, a request for withdrawal shall be submitted to the city clerk and shall be submitted by the property owner or authorized agent, as listed on the application. The city council shall have exclusive authority to act on any request for withdrawal after notice of the ~~public hearing~~ **zoning commission recommendation** has been published.

h. Section 27-1302, Table 27-1300.1 Off-Street Parking Standards, is amended as follows:

Table 27-1300.1. Off-Street Parking Standards.

Use	Required Parking
COMMERCIAL	
Eating and Drinking Establishment	
Restaurant	1 per 150 SF GFA
~~with drive-thru~~	~~1 per 100 SF GFA~~
Without interior seating	**as determined by the Zoning Coordinator**
Bar or Tavern	1 per 150 SF GFA
Craft Alcohol	1 per 150 SF GFA

i. Section 27-1803 – Definitions, is amended as follows:

M. Terms

Manufacturing: Establishments involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, constructed, raw, secondary, or partially completed materials may be used. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Goods are generally not displayed or sold on site, but if so, such activity is a subordinate part of sales. Relatively few customers come to the manufacturing site. Accessory activities may include retail sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, and caretaker's quarters.

Artisan: Spaces used by artists for the creation of art or the practice of their artistic endeavors.

Limited: The creation of a unique or customized product, such as hats, boots, or knives, in fulfillment of a customer order.

~~Light~~ **General**: An establishment engaged in fabrication, assembly, processing, or manufacturing that generally do not create significant impacts on surrounding areas.

Heavy: An establishment engaged in fabrication, assembly, processing, or manufacturing that have the potential to create significant impacts on surrounding areas due to the types of materials used, byproducts created, hours of operations, volumes of heavy truck or rail traffic, noise, or other factors.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October 2023

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1034 - Zoning Code Housekeeping Amendments 2023

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 14-300, and 24-600, BE AMENDED TO CORRECT ERRORS, CROSS REFERENCES, OMMISSIONS AND TO AMEND AND PROVIDE CLARIFICATION OF THE REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 14-301 of the Billings, Montana City Code (BMCC) is amended as follows:

Sec. 14-301. - Adoption by reference of the 2012 edition of the International Fire Code.

(b) The following sections of the Fire Code are hereby amended as follows:
Section 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by the City of Billings ~~**and Yellowstone County Unified**~~ Zoning Regulations.

***Section 2*.** That Section 14-304 of the Billings, Montana City Code (BMCC) is amended as follows:

Sec. 14-304. - Flammable or combustible liquids and bulk plants; district limits established.

The limits referred to in the adopted fire code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited, are established as follows: All areas other than those zoned ~~**highway**~~ **heavy** commercial, ~~**controlled**~~ **light** industrial and heavy industrial.

***Section 3*.** That Section 14-305 of the Billings, Montana City Code (BMCC) is amended as follows:

Sec. 14-305. - Liquefied petroleum gas storage; district limits established.

The limits referred to in the adopted fire code, in which bulk storage of liquefied petroleum gas is restricted, are established as follows: All areas other than those zoned ~~**highway**~~ **heavy** commercial, ~~**control**~~ **light** industrial and heavy industrial.

***Section 4*.** That Section 24-602 of the Billings, Montana City Code (BMCC) is amended as follows:

Sec. 24-602. - Riding on sidewalks.

(a) No person shall ride a bicycle on a sidewalk within a business district except authorized law enforcement personnel. For purposes of this section, "business district"

is defined **in MCA 61-8-102, and any district zoned Central Business District (CBD), Downtown Support (DX), Heavy Commercial (CX), Light Industrial (I1) or Heavy Industrial (I2).** ~~**any district *zoned* NC, CC, CBD, HC, CI, and HI pursuant to section 27-201 of this Code.**~~

Section 5. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October 2023

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

City Code Housekeeping Amendments 2023

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING Section 27-1623 SPECIAL REVIEW CRITERIA, 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 to the text of the City Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed text amendment 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.** The text of Section 27-1623 be amended to allow conditions of approval related to the existing site conditions for special review appproval.

Section 3. **ZONE TEXT AMENDMENT.** The text of Section 27-1623 is amended as follows:

Sec. 27-1623. Special review uses.

D. Decision criteria. The zoning commission shall only recommend approval or conditional approval and the city council shall only approve or conditionally approve a special review request if:

1. The special review use is consistent with the city's growth policy and applicable neighborhood plans, if any;
2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
3. The site for the proposed use is adequate in size and topography to accommodate the use while meeting the other requirements of this zoning code, including zone district dimensions, landscaping requirements, and parking;
4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
6. Conditions necessary to protect the public health, safety, and general welfare can be established, including but not limited to conditions on:
    (a) Regulation of the use;

(b) Special setbacks, buffers, or screening;
(c) Surfacing of parking areas;
(d) Street, alley, or service road dedications, improvements, or bonds;
(e) Regulation of points of vehicular ingress and egress;
(f) Regulation of signs;
(g) Regulation on the performance of the site, including noise, vibration, and odors;
(h) Regulation of the hours of activities;
(i) Timeframe for development;
(j) Duration of use; ~~and~~
(k) Update to existing structures or sites to bring the facility closer to compliance with the current building or site development standards including but not limited to signage, landscaping, parking lot landscaping, doors and windows on the street facades of buildings, or other site and building standards; and
~~(k)~~ **(l)** Other relevant conditions that will ensure the orderly development of the site.

(7) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
(8) Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets; and
(9) The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1034, Text Amendment for Special Review conditions

ORDINANCE 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING Section 27-1615 ZONING AT ANNEXATION, and Section 27-800 – Planned Neighborhood Development, 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 text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed text amendment 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.** The text of Sections 27-1615 and 27-800 be amended to allow a more detailed process for zoning at the time of annexation.

Section 3. **ZONE TEXT AMENDMENT.** The text of Section 27-1615 is amended as follows:

Sec. 27-1615. Classification of newly annexed area.

A. All procedures except annexation by petition. Annexations of land into the City of Billings may be undertaken pursuant to several statutory procedures. When a parcel of land is annexed to the city under any procedure except annexation by petition, the appropriate zone(s) ~~shall~~ **may** be determined by reference to article 27-800, Planned neighborhood development **or by using the following criteria**. ~~Property that is exempt from the PND process shall be classified into a zone district as follows:~~

1. The zoning coordinator will determine the most appropriate zone district. **If the county zone district is an identical zone district in the city, the zone district shall remain the same upon annexation. If the county zone district has an analogous city zone district, the zoning coordinator will ensure the analogous city zone district has similar allowed uses, use standards, site and building standards. For property that has an established use that will continue or expand upon annexation, the zoning coordinator will ensure the zone district selected matches the existing and continued use.** The land owner shall have adequate opportunity to provide input, but the final zone district classification shall be made by the zoning coordinator.

2. Upon determination of ~~the applicable~~ **a substantially different** zone district **from the county zone district**, the zoning coordinator shall follow the procedure in section 27-

1628, Zone change, staff review, referral, and recommendation, except that the report, findings and conclusions shall be submitted to the city council prior to or concurrently with the services report that is required by the annexation statutes.
3. A public hearing on the ~~applicable~~ **substantially different** zone district shall be held concurrently with the public hearing on the annexation before the city council, provided that the hearing shall not be sooner than fifteen (15) calendar days after notice of the proposed zone has been given.
4. If the ~~proposed~~ **substantially different** zone district is not approved by the city council, the land shall **not be annexed to the city.** ~~retain the zone district it had in the county; provided, that if the county district is not identical to the city zone district, then a city zone district appropriate to the character of the surrounding area will be applied.~~

B. Annexation by petition. When the proposed annexation is by petition pursuant to MCA Title 7, Chapter 2, Part 46 (Section 7-2-4601, et seq.), the zoning coordinator shall determine whether the section 27-800, Planned neighborhood development, process is applicable, in which case the petitioner shall also submit an application for PND approval. If not~~, the petitioners shall, concurrently with the petition for annexation, make an application for change of zoning through section 27-1628, Zone change.~~ **the zoning coordinator will use the criteria and process in subsection A.1 above to allow the petitioner to submit a zone change not using the PND process.**
1. All fees shall be paid by petitioner upon filing the application for zoning.
2. Upon filing the application, the zoning coordinator shall follow the procedure set forth in above subsection A.2, above.
3. If no application is filed or the application is denied, the land shall **not be annexed to the city**. ~~retain the same zone district it had in the county provided, that if the county zone district is not identical to the city zone district, a city zone district appropriate to the character of the surrounding area will be applied. The provisions of this subsection shall not be construed to preclude the city from fixing the zone district as provided in subsection 27-1615.A, above.~~

Section 4. **ZONE TEXT AMENDMENT.** The text of Section 27-801 is amended as follows:

B. Applicability.
1. Annexed land. **Unless otherwise provided in this section or in Section 27-1615,** ~~A~~**a**ll undeveloped parcels equal to or greater than 10 acres requesting annexation into the city must meet these PND regulations, submitting the PND application concurrent with the annexation request. City of Billings public services, including, but not limited to, water and sewer, are required. Developed parcels**, parcels with zoning determined through the process outlined in Section 27-1615,** and parcels designated as a P**, or a PD** district in their entirety are not subject to this requirement.

Section 5. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October 2023.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1034, Text Amendment for Zoning at Annexation

Date:	10/09/2023
Title:	Zone Change 1035 - 2449 Blue Creek Road - RR1 to N3 - 2nd Reading
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00141

RECOMMENDATION

The City Council approved Zone Change 1035 and adopted the findings of the 10 review criteria following a public hearing on September 25. Planning staff recommends the City Council take second reading action consistent with its first reading action.

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

This is a zone change request from Rural Residential 1 (RR1), a county zone district, to Suburban Neighborhood Residential (N3) on Lot 7 of Blue Creek Acreage Tracts Subdivision, a 2.804 acre piece of land. There is a concurrent petition for annexation to the city.

This zone change request is to allow for the annexation of the subject property to ultimately allow connection to city services. All annexations require the property be zoned with a zoning district that is recognized by the City Zoning. The property is currently zoned RR1 which is a zone district only allowed in the county. A zone change in combination with the annexation is required.

APPLICATION DATA

OWNER: Andrew Boetticher
AGENT: Andrew Boetticher
LEGAL DESCRIPTION: BLUE CREEK ACREAGE TRACTS SUBD, S28, T01 S, R26 E, Lot 7
ADDRESS: 2449 Blue Creek Road
CURRENT ZONING: RR1 (Rural Residential 1 ac to 2.99 ac)
EXISTING LAND USE: Vacant/Agricultural
PROPOSED USE: Residential
SIZE OF PARCEL: 2.804 Acres

CONCURRENT APPLICATIONS:

Petition for Annexation 23-07

SURROUNDING ZONING AND LAND USE:

NORTH: Zoning: RR1
Land Use: Vacant Land
SOUTH: Zoning: P2 - Public - Civic & Institutional
Land Use: Blue Creek Fire Volunteer Fire Department
EAST: Zoning: RR1
Land Use: Vacant
WEST: Zoning: RR1
Land Use: Vacant/Agricultural

The property owners intended to develop a single-family residence on the lot in the County, but the property is not eligible to install a septic system due to close proximity of city services. The only available method for wastewater management on the lot was through the connection to city sewer mains located in Blue Creek Road. Connection to city services requires an annexation, and the annexation requires a zone change to a residential district in the city.

STAKEHOLDERS

The applicant held a pre-application neighborhood meeting on July 24th, 2023 at 7pm. The meeting was held at the subject property. While there were only eight property owners within the 300' mailing radius, twelve participants showed up to the meeting. Minutes taken at the pre-app meeting show there were six opposed to the action and six in support. The six in opposition were concerned the proposal would "force their own properties into annexation". The applicant tried to explain how the City does not forcibly annex property, but was met with skepticism by those in opposition. The meeting lasted a total of 40 minutes.

The Zoning Commission held a public hearing for this zone change on September 5, 2023. Planner Hunter Kelly gave a staff presentation on the item to the Zoning Commission. Commissioner Goss asked about the distance of the subject property in relation to the current city limits, with staff responding its was equidistantly a mile from Cedar Park Subdivision and Briarwood Estates, which are in city limits. Commissioner Brooks asked about the possibility of denser development on the lot, especially in light of SB 323. Staff responded that the proposed zoning could allow for more houses than currently proposed, due to the current minimum street frontage standards for the N3 Zoning. Commissioner Brooks further inquired on the supposed septic issues for the site, and staff recalled the information provided in the application: DEQ claimed the property was not ideal for a septic wastewater system. There were no more questions for staff. The applicant was then invited to speak: Andrew Boetticher went to the podium and discussed the specific conditions regarding wastewater management on the site that ultimately required this annexation and subsequent zone change. There were no further questions for the applicant. No members of the public spoke on the project. Chairman Larson then closed the public hearing. Commissioner White made a motion for approval, and was seconded by Commissioner Brooks. There was no further discussion. The Zoning Commission reccommended approval on a 5-0 Vote.

The public hearing(s) were advertised in the Yellowstone County News, the property was posted and notices were sent to the surrounding owners. No surrounding owners contacted the Planning staff prior to the writing of this report.

City Council Public Hearing and 1st reading September 25, 2023
The City Council held a joint hearing on the annexation of the property and the zone change on September 25, 2023, and received the Zoning Commission recommendation and discussed the proposed Zone Change 1035. The City Council received no testimony from the public, and closed the public hearing. The City Council asked questions to clarify the proposed zoned change. Council Member Joy made a motion to approve the zone change on first reading and adopt the findings of the 10 review criteria. The motion was seconded by Council Member Shaw and approved on an 8 to 0 vote.

ALTERNATIVES
The City Council may:

- Recommend approval and adoption of the findings of the ten review criteria for Zone Change 1035; or,
- Recommend denial and adopt different findings of the ten review criteria for Zone Change 1035; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

The City Council held a public hearing for first reading on September 25. Two reading are required for zone changes. Denying this zone change on second reading would be inconsistent with first reading action.

FISCAL EFFECTS
Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY
The City Council prior to making a decision on the zone change shall consider the following criteria:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zoning conforms to the following City of Billings 2016 Growth Policy and guidelines:

Essential Investments (relating public and private expenditures to public values)
The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans.
Infill development and development near existing City infrastructure may be the most cost-effective.
Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable.

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.
Retaining and supporting existing businesses helps sustain a healthy economy.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning (N3) requires minimum setbacks, open and landscaped areas and building separations per section

27-300.5. The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. Buildings developed within the city limits will comply with building and fire safety codes.

3. Whether the new zoning will promote public health, public safety and general welfare?
The proposed zoning (N3) would allow the owner to develop a single family home which is similar to the surrounding area. The site and structure regulations found in 27-300.5 in the N3 district promote the minimum standards to ensure public health and safety and promote general welfare. An on-site septic facility is prohibited for the property due to proximity to existing city services. Annexation and zoning of the property will promote public health and public safety.

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 little impact on the surrounding transportation systems as there are no more than 1 residence expected on the property. There will be no significant impact on the transportation network at this time and a minimal impact if an additional single family home were to be constructed. Blue Creek Road is a state maintained principle arterial. There are no capacity concerns.Water and Sewer: The property does not have access to utilities at this time, however the applicant has requested annexation. Upon annexation approval the property will connect to City water and sewer. Water and sewer are available in the adjacent right of way. Schools and Parks: Schools and parks should not be significantly affected by the proposed zone change as there are no more than 1 residence expected on the property.Fire and Police: The property will be served by the City of Billings Fire and Police upon successful annexation. The Police and Fire Departments have not stated concerns with the request.

5. Will the new zoning provide adequate light and air?
The proposed N3 zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air as required by the site a structure regulations found in 37-300.5. Any residential structure built in the future must comply with the setback and separation requirements in Section 27-300.5 ensuring adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning will have no significant effect on vehicle and pedestrian traffic. The property is intended to create a single household and generate minimal trips. Additionally, the property is located adjacent to Blue Creek Road, a principal arterial roadway with adequate capacity to handle the additional residence.

7. Will the new zoning promote compatible urban growth?
The proposed zone change will not negatively impact urban growth. Any future home must be in compliance with the N3 zone and is an acceptable use of property within the City of Billings. The size of this property could allow for future redevelopment for additional single family homes due to the size of the lot. From a service standpoint, annexation and serving properties with nearby city services is ideal. This property is adjacent to city water and sewer facilities. With all of these items considered, the new zoning allows for opportunity to promote future and 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 development continues the character of the district. The development pattern in this area is single family homes. The existing county zone allows single family homes only and the N3 zone is a compatible and similar city zone The zone designation and annexation will not alter how the property is being used presently, therefore there are no suitability concerns.

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 new or redevelopment of the property will need to meet the applicable site development requirements in the zoning code, including landscaping, screening, building heights and setbacks for the N3 zoning district.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow a residential property outside the City limits of Billings to be annexed into the City and connect to City services so the property can be used for a residential dwelling. There are no indicators the N3 zoning is not the most appropriate use of the land.

Attachments

Zoning Ordinance 2nd Reading

ORDINANCE 23-_____

**AN ORDINANCE OF THE CITY OF BILLINGS,
PROVIDING THE ZONE CLASSIFICATION ON C.O.S. 3795,
PARCEL C, 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 *Section 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** **Lot 7 of Blue Creek Acreage Tracts Subdivision,** is presently zoned **Rural Residential 1 acre to 2.99 acres (RR1)** a county zone, and is shown on the official zoning map within this zone.

Section 3. ***ZONE DISTRICT AMENDMENT.*** The official zoning map is hereby amended and the zoning for **Lot 7 of Blue Creek Acreage Tracts Subdivision,** is hereby changed from **Rural Residential 1 acre to 2.99 acres (RR1)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood Residential (N3)**, as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 23-_____ approving the annexation of the above territory, whichever is later.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 25th day of September, 2023.

PASSED, ADOPTED and APPROVED on second reading this 9th day of October, 2023

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1035 - Lot 7 of Blue Creek Acreage Tracts Subdivision

City Council Regular

Date:	10/09/2023
Title:	Public Hearing - Ward Boundary Expansion Ordinance Second Reading - Annexation 23-07
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00140

RECOMMENDATION

Staff recommends the City Council approve this ordinance on second reading, adding recently annexed property to Ward III. Council held a public hearing on September 25th and recommended approval on first reading. This second reading action would be consistent with first reading.

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

Sanderson Stewart, on behalf of Andrew Boetticher, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located at 2449 Blue Creek Road, north of Blue Creek Road and West of Colleen Drive. The land being annexed is described as being a Parcel of Land situated in the NW 1/4 of Section 28, T.1S., R.26E., Yellowstone County, Montana, more particularly described as Lot 7 of Blue Creek Acreage Tracts Subdivision, recorded March 29, 1963, under Document No. 703845, on file and of record in the office of the Yellowstone County Clerk and Recorder. Including all adjacent Right-Of-Way of Blue Creek Road / State Highway No. 416. Said annexation containing 3.206 gross acres and 2.804 net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading and public hearing took place September 25, 2023. The second reading will occur at this meeting on October 9, 2023.

STAKEHOLDERS

City Council conducted a public hearing and 1st reading on September 25, 2023. The City Council held a joint hearing on September 25, 2023, and received the Zoning Commission recommendation and discussed the proposed Annexation. The City Council received no testimony from the public, and closed the public hearing. The City Council did not have any further discussion. Council Member Joy made a motion to approve the annexation on first reading and adopt the findings of the annexation criteria. The motion was seconded by Council Member Gulick and approved on an 8 to 0 vote, with three Council Members absent.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward III, or;
- Disapprove adding the subject property to Ward III. Disapproval will not modify the boundary of Ward III and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance 23-07

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD III PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward III the following described real property:

Parcel of Land situated in the NW 1/4 of Section 28, T.1S., R.26E., Yellowstone County, Montana, more particularly described as follows:

Lot 7 of Blue Creek Acreage Tracts Subdivision, recorded March 29, 1963, under Document No. 703845, on file and of record in the office of the Yellowstone County Clerk and Recorder.

Including all adjacent Right-Of-Way of Blue Creek Road / State Highway No. 416.

Said annexation containing 3.206 gross acres and 2.804 net acres, more or less.

(# 23-07) 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 25th day of September, 2023.

PASSED by the City Council on the second reading this 9th day of October, 2023.

THE CITY OF BILLINGS:

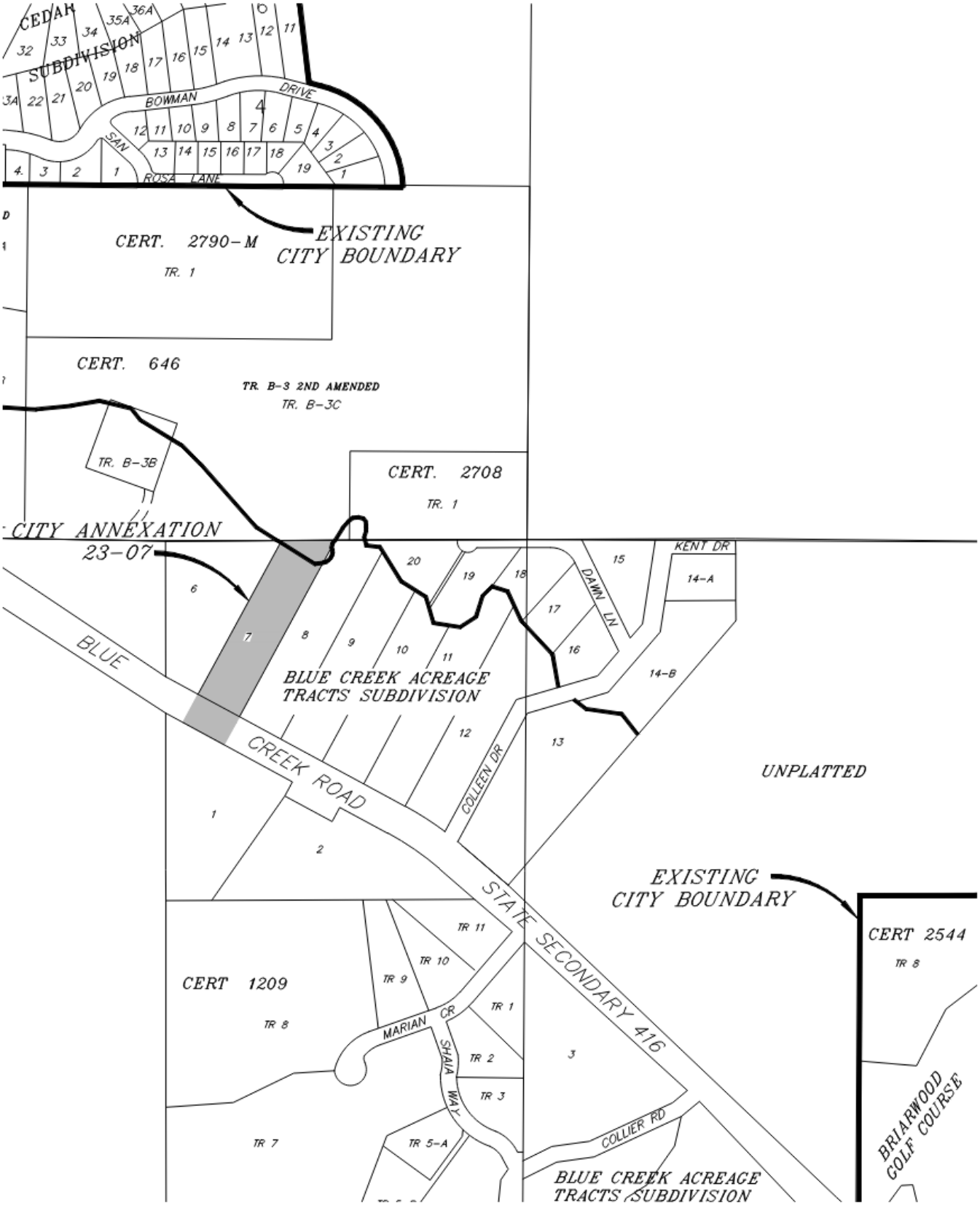
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#23-07)

EXHIBIT "A"


CEDAR SUBDIVISION
BOWMAN DRIVE
SAN ROSA LANE
EXISTING CITY BOUNDARY
CERT. 2790-M
TR. 1
CERT. 646
TR. B-3 2ND AMENDED
TR. B-3C
TR. B-3B
CERT. 2708
TR. 1
CITY ANNEXATION 23-07
KENT DR
DAWN LN
14-A
14-B
BLUE CREEK ACREAGE TRACTS SUBDIVISION
BLUE CREEK ROAD
COLLEEN DR
UNPLATTED
EXISTING CITY BOUNDARY
STATE SECONDARY 416
CERT 2544
TR 8
CERT 1209
TR 8
TR 9
TR 10
TR 11
TR 1
TR 2
TR 3
TR 5-A
TR 7
MARIAN CR
SHAIA WAY
COLLIER RD
BLUE CREEK ACREAGE TRACTS SUBDIVISION
BRIARWOOD GOLF COURSE

City Council Regular

Date:	10/09/2023
Title:	Payment of Claims for week of September 5, 2023
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $2,116,903.77 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 09052023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864448	3 Bull Contracting	Park Dist 1	$ -	playground pod for new playground equipment- Castle Rock
09/05/2023	864448	3 Bull Contracting	Park Dist 1	$ 10,458.71	retainage release-397
09/05/2023	864456	Alta Planning & Design	Planning	$ 5,222.50	Professional Services Through July 27, 2023
09/05/2023	864469	Blgs Comm Foundation	Public Safety	$ 10,000.00	Substance Abuse Connect Administrative Infrastructure Sustainability
09/05/2023	864473	Brenntag Pacific	Wastewater	$ 6,075.00	chemicals
09/05/2023	864476	Century Link	Airport	$ 50.55	406-245-1044 Airport Terminal Power M
09/05/2023	864476	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
09/05/2023	864476	Century Link	Airport	$ 53.05	406-252-0721 Airport 1FB Line
09/05/2023	864476	Century Link	Airport	$ 82.40	406-252-9412 Airport
09/05/2023	864476	Century Link	Airport	$ 53.05	406-256-6014 Airport P9 Building
09/05/2023	864476	Century Link	Airport	$ 68.93	406-256-7070 Airport
09/05/2023	864476	Century Link	Airport	$ 37.95	Bill Date: Aug 16, 2021. QTA Phone 406-252-0005
09/05/2023	864476	Century Link	Engineering	$ 138.80	406-259-7758 Measured Lines Depot 60/40
09/05/2023	864476	Century Link	EOC 911	$ 45.65	406-245-3107 911
09/05/2023	864476	Century Link	EOC 911	$ 45.65	406-245-3108 911
09/05/2023	864476	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
09/05/2023	864476	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
09/05/2023	864476	Century Link	EOC 911	$ 5,274.18	406-245-8527 9-1-1 Center
09/05/2023	864476	Century Link	Fleet	$ 51.06	406-256-5047 Motor Pool
09/05/2023	864476	Century Link	General	$ 41.20	406-652-0269 Cemetery Kenco Line
09/05/2023	864476	Century Link	General	$ 64.57	406-652-8403 Stewart Park Batting Cages
09/05/2023	864476	Century Link	IT Resources	$ 50.55	406-245-4437 Kenco Security Alarm IT Alarm
09/05/2023	864476	Century Link	Library	$ 188.28	406-245-1579 Library 6 lines
09/05/2023	864476	Century Link	P.W. Admin	$ 92.50	406-259-7758 Measured Lines Depot 60/40
09/05/2023	864476	Century Link	Park Dist 1	$ 68.93	406-652-5507 Parks
09/05/2023	864476	Century Link	Park Dist 1	$ 50.55	406-657-3014 Parks 3890 Stillwater
09/05/2023	864476	Century Link	Parking	$ 41.20	406-252-2041 Park 2 Elevator Phone
09/05/2023	864476	Century Link	Parking	$ 50.55	406-657-3054 Park 1 Elevator Phone
09/05/2023	864476	Century Link	Phone System	$ 125.40	406-245-1579 Library 6 lines
09/05/2023	864476	Century Link	Phone System	$ 103.98	406-248-3329 Airport Measured Lines 406-248-9989
09/05/2023	864476	Century Link	Phone System	$ 114.66	406-248-9124 Met Measured Lines 406-248-9179
09/05/2023	864476	Century Link	Phone System	$ 111.48	406-252-3774 BOC Measured Lines 406-252-3789
09/05/2023	864476	Century Link	Phone System	$ 162.03	406-657-3009 PUD Measured Lines 406-247-8579
09/05/2023	864476	Century Link	Phone System	$ 2,594.61	406-657-8377 Main System Centrex

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864476	Century Link	Phone System	$ 51.99	406-657-8419 MET Fax and 406-247-8520 Kenco Fax
09/05/2023	864476	Century Link	Phone System	$ 48.09	Animal Control Fax 406.657.8227 710B
09/05/2023	864476	Century Link	Phone System	$ 50.55	Fire Alarm 406.657.3058
09/05/2023	864476	Century Link	Phone System	$ 50.55	Four Dances 406.657.3040
09/05/2023	864476	Century Link	Phone System	$ 52.52	Miller Building -406.252.3988
09/05/2023	864476	Century Link	Phone System	$ 50.55	Pioneer Park 406.657.8298
09/05/2023	864476	Century Link	Phone System	$ 51.99	Streets Fax 406.657.8338
09/05/2023	864476	Century Link	Planning	$ 50.55	406-656-9578 Planning Traffic Central Broadwater
09/05/2023	864476	Century Link	Planning	$ 50.55	406-656-9604 Planning Traffic Central 9th
09/05/2023	864476	Century Link	Public Safety	$ 51.99	406-245-1743 Fire Elevator
09/05/2023	864476	Century Link	Public Safety	$ 50.55	406-245-6600 Crime Prevention Alarm
09/05/2023	864476	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
09/05/2023	864476	Century Link	Public Safety	$ 118.28	406-373-3742 Fire RR Crossing Alarm
09/05/2023	864476	Century Link	Public Safety	$ 60.93	406-651-0282 Fire 5 911 Line
09/05/2023	864476	Century Link	Public Safety	$ 41.20	406-655-0728 Fire Maintenance Shop
09/05/2023	864476	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
09/05/2023	864476	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
09/05/2023	864476	Century Link	Solid Waste	$ 96.49	406-245-9820 Solid Waste Landfill
09/05/2023	864476	Century Link	Solid Waste	$ 192.65	SW Landfill
09/05/2023	864476	Century Link	Street/Traffic	$ 42.37	406-259-3298 PW Traffic 3728 McDougall
09/05/2023	864476	Century Link	Street/Traffic	$ 51.99	406-652-8104 PW Traffic Signal 24 Central
09/05/2023	864476	Century Link	Wastewater	$ 50.55	406-259-2328 PUD Sahara Sand Lift Station
09/05/2023	864476	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower
09/05/2023	864488	Co Water Dist- Heights	Park Dist 1	$ 22.04	WATER CHARGES FOR ARROWHEAD-13137
09/05/2023	864488	Co Water Dist- Heights	Park Dist 1	$ 2,179.21	WATER CHARGES FOR ARROWHEAD-13138
09/05/2023	864488	Co Water Dist- Heights	Park Dist 1	$ 4,031.45	WATER CHARGES FOR HAWTHORNE-08163
09/05/2023	864488	Co Water Dist- Heights	Parks Maint	$ 2,506.24	WATER CHARGES FOR FRANCES-16219
09/05/2023	864488	Co Water Dist- Heights	Parks Maint	$ 814.06	WATER CHARGES FOR LUTHERAN-10112
09/05/2023	864488	Co Water Dist- Heights	Parks Maint	$ 1,016.79	WATER CHARGES FOR ROLLING HILLS-09174
09/05/2023	864488	Co Water Dist- Heights	Parks Maint	$ 4,091.66	WATER CHARGES FOR TWIN OAKS-17196
09/05/2023	864488	Co Water Dist- Heights	Parks Maint	$ 3,804.40	WATER CHARGES FOR UINTA -17140
09/05/2023	864488	Co Water Dist- Heights	Parks Maint	$ 2,954.36	WATER CHARGES FOR WALDON GROVE-30388
09/05/2023	864485	Community Seven	General	$ 10,161.50	PEG Fees April 1 to June 30, 2023 // 4th Qtr FY23
09/05/2023	864492	Dell Marketing	Wastewater	$ 8,920.07	TRP FY24 Admin Desktop Computers

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864498	Downtown Blgs BID	CDBG	$ 70,676.00	Downtown Public Restroom- Reimbursement Request #3
09/05/2023	864498	Downtown Blgs BID	CDBG	$ 699.00	Downtown Public Restroom- Reimbursement Request #4
09/05/2023	864499	Downtown Blgs Partners	Tax Incrmnt N27	$ 3,000.00	CPTED Project through DBA - 30K budgeted for FY22Spitz
09/05/2023	864499	Downtown Blgs Partners	Tax Incrmnt N27	$ 320.98	CPTED Project through DBA - 30K budgeted for FY22Zest
09/05/2023	864501	Econo Print	Building	$ 49.24	business cards for Bob Oven
09/05/2023	864501	Econo Print	Solid Waste	$ 20,926.45	Postcards for Solid Waste changes
09/05/2023	864502	Elcon Corp	Park Dist 1	$ 882.09	ELECTRICAL SUPPLIES FO RGORHAM PARK -5718
09/05/2023	864502	Elcon Corp	Park Dist 1	$ 292.60	ELECTRICAL SUPPLIES FOR BATTING CAGE-5711
09/05/2023	864502	Elcon Corp	Park Dist 1	$ 3,207.53	NORTH PARK LIGHTING AT THE CENTER
09/05/2023	864507	Ferguson Enterprise	Water	$ 976.80	40' of 8" pvc pipe..PBD032
09/05/2023	864507	Ferguson Enterprise	Water	$ 1,818.90	8" gate valve. PDB032
09/05/2023	864507	Ferguson Enterprise	Water	$ 1,424.70	SEAT RING H-87 FOR MUELLER IMPROVED HYDRANT 5-1/4"
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 1,068.87	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 1,258.40	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 515.36	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 903.00	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 4,582.08	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 4,000.29	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 195.44	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 781.10	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 1,816.97	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 1,406.75	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 330.89	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 67.73	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 343.79	asphalt
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 445.00	concrete
09/05/2023	864508	Fisher Sand & Gravel	Street/Traffic	$ 1,370.50	concrete
09/05/2023	864509	Fisher's Technology	Airport	$ 38.01	Copy Machine Maintenance
09/05/2023	864509	Fisher's Technology	CDBG	$ 112.73	Fisher's Tech - Inv. #1204783 - Duplication Expense
09/05/2023	864509	Fisher's Technology	Central Services	$ 38.63	1195099 Copy fund - FEQ18853
09/05/2023	864509	Fisher's Technology	Central Services	$ 122.90	1197000 Copy Fund- FEQ21542
09/05/2023	864509	Fisher's Technology	Central Services	$ 1.46	1197002 Copy fund & Police- FEQ18854, 19719
09/05/2023	864509	Fisher's Technology	Central Services	$ 29.39	1205768 Copy fund- FEQ27713
09/05/2023	864509	Fisher's Technology	Central Services	$ 16.00	1205770 Copy fund- FEQ27712

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864509	Fisher's Technology	Engineering	$ 7.31	contract base rate charge
09/05/2023	864509	Fisher's Technology	General	$ 130.93	main copier for office-1204782
09/05/2023	864509	Fisher's Technology	General	$ 130.93	main copier for office-1204782
09/05/2023	864509	Fisher's Technology	General	$ 73.38	monthly copier charges for community center copier-1205197
09/05/2023	864509	Fisher's Technology	Library	$ 69.94	1203482 Library copier charges
09/05/2023	864509	Fisher's Technology	Park Dist 1	$ 130.92	main copier for office-1204782
09/05/2023	864509	Fisher's Technology	Public Safety	$ 1,025.88	1) XLBP1538C ImageClass Color Printer.
09/05/2023	864509	Fisher's Technology	Public Safety	$ 29.25	1179071, contract invoice
09/05/2023	864509	Fisher's Technology	Public Safety	$ 35.35	1179072, contract invoice
09/05/2023	864509	Fisher's Technology	Public Safety	$ 111.58	1184533, contract invoice, toner
09/05/2023	864509	Fisher's Technology	Public Safety	$ 1.04	1193957 Police- FEQ33964
09/05/2023	864509	Fisher's Technology	Public Safety	$ 113.18	1197001, toner
09/05/2023	864509	Fisher's Technology	Public Safety	$ 117.36	1197002 Copy fund & Police- FEQ18854, 19719
09/05/2023	864509	Fisher's Technology	Public Safety	$ 28.85	1199927, contract invoice
09/05/2023	864509	Fisher's Technology	Public Safety	$ 153.86	1205196, contract invoice
09/05/2023	864509	Fisher's Technology	Public Safety	$ 3,013.33	3 imageCLASS X LBP1538C color printers
09/05/2023	864509	Fisher's Technology	Public Safety	$ 17.86	BLACK & WHITE COPIES
09/05/2023	864509	Fisher's Technology	Public Safety	$ 73.34	COLOR COPIES
09/05/2023	864509	Fisher's Technology	Solid Waste	$ 74.51	Contract overage charge 6/18/23 - 7/17/23. Landfill.
09/05/2023	864509	Fisher's Technology	Solid Waste	$ 162.73	Contract overage charge 7/1/23 - 7/31/23. Collections.
09/05/2023	864509	Fisher's Technology	Solid Waste	$ 70.98	Contract overage charge 7/18/23 - 8/17/23. Landfill.
09/05/2023	864509	Fisher's Technology	Street/Traffic	$ 31.50	inv#1197003copier charge
09/05/2023	864509	Fisher's Technology	Transit	$ 192.29	Invoice #1202685. Copy Machine Maintenance
09/05/2023	864509	Fisher's Technology	Transit	$ 160.73	Invoice #1215215. Copy Machine Maintenance
09/05/2023	864509	Fisher's Technology	Water	$ 63.35	Monthly service Fee Canon copier
09/05/2023	864514	Hach Company	Water	$ 3,503.00	Replacement chlorine analyzer for Staple
09/05/2023	864516	Harris Systems	General	$ 5,400.00	HR Payroll Professional series, w/ management, installation, & training
09/05/2023	ACH	HDR	Gas Tax	$ 14,337.22	WO 22-07 Mullowney Lane, Consultant Agreement; Payment 20
09/05/2023	ACH	HDR	Sidewalk Const	$ 11,738.79	WO 22-07 Mullowney Lane, Consultant Agreement; Payment 20
09/05/2023	ACH	HDR	St Maint	$ 4,493.75	WO 22-07 Mullowney Lane, Consultant Agreement; Payment 20
09/05/2023	ACH	HDR	Wastewater	$ 4,667.28	Retainage Release F
09/05/2023	ACH	HDR	Water	$ 4,850.34	WO 23-46 Compost Facility Waterline, Inv
09/05/2023	864531	Lee Newspaper	P.W. Admin	$ 13,600.00	Public Works Dept Media Marketing 2023; Invoice 166626-1
09/05/2023	864534	Life-Assist	Public Safety	$ 132.66	BA77476 Prisim Sensor Module Alere

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864534	Life-Assist	Public Safety	$ 479.94	FS40-BLU UNIMED Quick Access Pack Blue Invoice #1335709
09/05/2023	864534	Life-Assist	Public Safety	$ 27.00	GU8489 TRUE METRIX PRO BLOOD GLUCOMETER
09/05/2023	864534	Life-Assist	Public Safety	$ 39.00	Mouthpieces, Alere Toxicology Alcomatge Breathalyzer
09/05/2023	864534	Life-Assist	Public Safety	$ 77.98	OG8725 CDI OXYGEN REGULATOR, 2 DISS & LITER FLOW
09/05/2023	864534	Life-Assist	Public Safety	$ 96.00	PO2100 DIAGNOSTIX DIGITAL FINGERTIP PULSE OXIMETER
09/05/2023	864534	Life-Assist	Public Safety	$ 2,003.55	QUOTE Q104871 - NITRILE EXAM GLOVES
09/05/2023	864534	Life-Assist	Public Safety	$ 37.24	SG3000 ADC PROSPHYG 775 BP UNIT
09/05/2023	864534	Life-Assist	Public Safety	$ 80.06	ST603-MCB ADSCOPE 603 STETHOSCOPE
09/05/2023	864534	Life-Assist	Public Safety	$ 436.00	SUPRENO EC NITRILE EXAM GLOVES, SMALL, MEDIUM, LARGE, X-LARGE
09/05/2023	864534	Life-Assist	Public Safety	$ 112.98	TH429 ADTEMP NON-CONTACT THERMOMETER
09/05/2023	864538	Mckinstry Co	Stillwater Const	$ 3,500.00	Independent third party commissioning services of the Stillwater Building
09/05/2023	864540	Mitchell Repair	Transit	$ 2,880.00	Invoice #29692644. Prodemand Software
09/05/2023	864543	Morrison Maierle	Airport	$ 20,143.77	Amendment #13 Terminal Expansion Project - Federal
09/05/2023	864543	Morrison Maierle	Airport	$ 1,893.48	Amendment #13 Terminal Expansion Project - Ineligible
09/05/2023	864543	Morrison Maierle	Airport	$ 2,238.20	Amendment #13 Terminal Expansion Project - Local
09/05/2023	864541	MT Dakota Utilities	Facilities	$ 180.12	130 733 1000 8
09/05/2023	864541	MT Dakota Utilities	Facilities	$ 215.11	757 633 1000 2
09/05/2023	864541	MT Dakota Utilities	Facilities	$ 268.28	989 733 1000 0
09/05/2023	864541	MT Dakota Utilities	Facilities	$ 83.25	993 733 1000 4
09/05/2023	864541	MT Dakota Utilities	General	$ 330.97	061 943 1000 6
09/05/2023	864541	MT Dakota Utilities	General	$ 34.38	571 295 3342 8
09/05/2023	864541	MT Dakota Utilities	General	$ 35.92	927 890 1000 3
09/05/2023	864541	MT Dakota Utilities	Park Dist 1	$ 28.47	371 101 1000 6
09/05/2023	864541	MT Dakota Utilities	Public Safety	$ 99.96	442 190 1000 4
09/05/2023	864541	MT Dakota Utilities	Solid Waste	$ 93.38	284 225 1320 1
09/05/2023	864541	MT Dakota Utilities	Solid Waste	$ 109.39	602 680 9335 2
09/05/2023	864541	MT Dakota Utilities	Solid Waste	$ 24.78	770 390 1000 2
09/05/2023	864541	MT Dakota Utilities	Wastewater	$ 72.53	310 490 1000 7
09/05/2023	864541	MT Dakota Utilities	Wastewater	$ 30.45	410 490 1000 6
09/05/2023	864541	MT Dakota Utilities	Wastewater	$ 75.24	868 563 1000 7
09/05/2023	864541	MT Dakota Utilities	Water	$ 33.69	010 490 1000 0
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	110 490 1000 9
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	209 077 5055 6
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	210 490 1000 8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864541	MT Dakota Utilities	Water	$ 217.60	310 490 1000 7
09/05/2023	864541	MT Dakota Utilities	Water	$ 91.37	410 490 1000 6
09/05/2023	864541	MT Dakota Utilities	Water	$ 120.36	500 490 1000 7
09/05/2023	864541	MT Dakota Utilities	Water	$ 25.55	510 490 1000 5
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	527 033 1000 4
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	566 923 1000 8
09/05/2023	864541	MT Dakota Utilities	Water	$ 12.39	600 490 1000 6
09/05/2023	864541	MT Dakota Utilities	Water	$ 12.39	600 490 1000 6
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	610 490 1000 4
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	666 923 1000 7
09/05/2023	864541	MT Dakota Utilities	Water	$ 34.38	700 490 1000 5
09/05/2023	864541	MT Dakota Utilities	Water	$ 72.28	800 490 1000 4
09/05/2023	864541	MT Dakota Utilities	Water	$ 24.78	832 001 1000 1
09/05/2023	864541	MT Dakota Utilities	Water	$ 121.13	900 490 1000 3
09/05/2023	864545	MT Dept Re-CGR2	Arterial Streets	$ 8,127.51	WO 09-12 Inner Belt Loop Northwest Billings Connector
09/05/2023	864545	MT Dept Re-CGR2	Park Dist 1	$ -	business tax on 3 Bull for Castle Rock playground
09/05/2023	864545	MT Dept Re-CGR2	Park Dist 1	$ 105.66	retainage release-final payment has already been paid
09/05/2023	864546	Napa Auto Parts	Fleet	$ 12.37	397-508756
09/05/2023	864546	Napa Auto Parts	Fleet	$ 32.64	3977-503667
09/05/2023	864546	Napa Auto Parts	Fleet	$ 335.44	3977-503667
09/05/2023	864546	Napa Auto Parts	Fleet	$ 73.08	3977-503667
09/05/2023	864546	Napa Auto Parts	Fleet	$ 545.40	3977-503667
09/05/2023	864546	Napa Auto Parts	Fleet	$ 73.56	3977-503667
09/05/2023	864546	Napa Auto Parts	Fleet	$ 25.77	3977-503667
09/05/2023	864546	Napa Auto Parts	Fleet	$ 76.86	3977-503744
09/05/2023	864546	Napa Auto Parts	Fleet	$ 8.30	3977-503792
09/05/2023	864546	Napa Auto Parts	Fleet	$ 10.25	3977-503820
09/05/2023	864546	Napa Auto Parts	Fleet	$ 246.72	3977-503870
09/05/2023	864546	Napa Auto Parts	Fleet	$ 0.74	3977-503870
09/05/2023	864546	Napa Auto Parts	Fleet	$ 358.64	3977-503870
09/05/2023	864546	Napa Auto Parts	Fleet	$ 25.20	3977-503995
09/05/2023	864546	Napa Auto Parts	Fleet	$ 6.00	3977-504225
09/05/2023	864546	Napa Auto Parts	Fleet	$ 36.80	3977-504276
09/05/2023	864546	Napa Auto Parts	Fleet	$ 17.75	3977-504464

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864546	Napa Auto Parts	Fleet	$ 13.70	3977-504464
09/05/2023	864546	Napa Auto Parts	Fleet	$ 14.84	3977-504640
09/05/2023	864546	Napa Auto Parts	Fleet	$ 33.36	3977-504758
09/05/2023	864546	Napa Auto Parts	Fleet	$ 7.70	3977-504927
09/05/2023	864546	Napa Auto Parts	Fleet	$ 97.38	3977-505233
09/05/2023	864546	Napa Auto Parts	Fleet	$ 41.19	3977-505370
09/05/2023	864546	Napa Auto Parts	Fleet	$ 376.56	3977-508575
09/05/2023	864546	Napa Auto Parts	Fleet	$ 45.61	4124-334555
09/05/2023	864549	NorthWestern Energy	Airport	$ 35,396.18	0100482-9. Main Vault Account. August 2023
09/05/2023	864549	NorthWestern Energy	Facilities	$ 11,653.91	3927205-9
09/05/2023	864549	NorthWestern Energy	General	$ 231.56	0712683-2
09/05/2023	864549	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
09/05/2023	864549	NorthWestern Energy	Park Dist 1	$ 164.45	4089118-6
09/05/2023	864549	NorthWestern Energy	Parking	$ 575.92	0720829-1
09/05/2023	864549	NorthWestern Energy	Parking	$ 1,292.92	1569636-2
09/05/2023	864549	NorthWestern Energy	Parking	$ 98.57	3279035-4
09/05/2023	864549	NorthWestern Energy	Parking	$ 95.18	3463478-2
09/05/2023	864549	NorthWestern Energy	Parks Maint	$ 280.25	1059093-3
09/05/2023	864549	NorthWestern Energy	Public Safety	$ 653.83	0712537-0
09/05/2023	864549	NorthWestern Energy	Public Safety	$ 405.49	0720840-8
09/05/2023	864549	NorthWestern Energy	Public Safety	$ 286.95	1984150-1
09/05/2023	864549	NorthWestern Energy	Public Safety	$ 612.18	1984155-0
09/05/2023	864549	NorthWestern Energy	Transit	$ 6.00	0712764-0
09/05/2023	864549	NorthWestern Energy	Wastewater	$ 2,391.60	2132749-9
09/05/2023	864549	NorthWestern Energy	Wastewater	$ 564.39	822 Shiloh Crossing BLVD List..July 2023
09/05/2023	864549	NorthWestern Energy	Water	$ 126.58	0722252-4
09/05/2023	864549	NorthWestern Energy	Water	$ 6,636.07	0723043-6
09/05/2023	864551	Petty Cash CCSIU	PD Program	$ 6,341.46	Half share of PE/PI Money. Receipts on file at the BPD.
09/06/2023	864601	Policy Confluence	General	$ 5,500.00	Subscription fee for Polco Premium 12/29/2022 through 12/28/2023
09/05/2023	864552	Polydyne Inc	Wastewater	$ 5,096.00	flosperse 30S
09/05/2023	864560	Riverside Contracting	Arterial Streets	$ 804,623.71	Inner Belt Loop Northwest Billings Connector
09/05/2023	864564	Safetech	Stillwater Const	$ 55,280.00	Asbestos Abatement in the basement, and 5th floor Stillwater Building
09/05/2023	864563	S-Bar-S Supply	General	$ 7,600.00	turned girt pole building in mountview cemetery- down payment
09/05/2023	864570	Solid Concrete	Street/Traffic	$ 655.00	concrete

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	864570	Solid Concrete	Street/Traffic	$ 655.00	concrete
09/05/2023	864570	Solid Concrete	Street/Traffic	$ 655.00	concrete
09/05/2023	864570	Solid Concrete	Street/Traffic	$ 965.00	concrete
09/05/2023	864579	Steves Install	CDBG	$ 24,524.78	CDBG / Comanche Park Playground Equipment Installation
09/05/2023	864580	Sturm & Drake	Revolving Loan	$ 125,000.00	DRL
09/05/2023	864583	SWARCO McCain	Street/Traffic	$ 4,593.49	four way flasher assy
09/05/2023	864587	Thatcher Company	Water	$ 2,634.50	filter aid for treatment process
09/05/2023	864589	Titan Machinery	Wastewater	$ 5,496.75	6728467 PC - CAMERA CABLE- Unit # 7995
09/05/2023	864591	Torgerson's	Fleet	$ (15.00)	P31311CR
09/05/2023	864591	Torgerson's	Fleet	$ 59.00	P32071
09/05/2023	864591	Torgerson's	Fleet	$ 34.52	P32071
09/05/2023	864591	Torgerson's	Fleet	$ 28.56	P32071
09/05/2023	864591	Torgerson's	Fleet	$ 1.00	P32071
09/05/2023	864591	Torgerson's	Fleet	$ 46.78	P32071
09/05/2023	864591	Torgerson's	Fleet	$ 138.00	P32071
09/05/2023	864591	Torgerson's	Fleet	$ 370.00	P32071
09/05/2023	864591	Torgerson's	Fleet	$ (59.00)	P32288
09/05/2023	864591	Torgerson's	Fleet	$ (138.00)	P32288
09/05/2023	864591	Torgerson's	Street/Traffic	$ 236,429.00	2023 721G wheel loader
09/05/2023	864591	Torgerson's	Street/Traffic	$ (25,500.00)	trade of unit 1202 komatsu loader
09/05/2023	ACH	Town & Co Supply	Airport	$ 29,553.29	Invoice #439369. QTA Car Rental Fuel
09/05/2023	ACH	Town & Co Supply	Fleet	$ 14,073.71	439722
09/05/2023	ACH	Town & Co Supply	Fleet	$ 7,545.86	439722
09/05/2023	ACH	Town & Co Supply	Fleet	$ 6,566.71	439722
09/05/2023	ACH	Town & Co Supply	Fleet	$ 7,900.33	439722
09/05/2023	ACH	Town & Co Supply	General	$ 1,157.35	DIESEL FOR CEMETERY-437965
09/05/2023	ACH	Town & Co Supply	Transit	$ 23,416.50	439377. 5999 Gallons Dyed #2 Diesel
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 121.59	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 141.47	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,711.50	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,555.00	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 212.29	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 134.17	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 54.00	BUILDING SERVIC - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 103.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 15.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 10.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 257.35	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 338.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 243.16	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 243.16	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 1,500.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 50.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 182.50	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 15.60	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 13.22	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 52.50	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 80.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 675.40	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 800.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 68.10	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 84.36	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 164.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 107.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 22.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 35.20	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 71.64	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 119.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 71.96	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 72.01	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 50.87	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 43.61	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 354.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 217.84	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 143.33	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 579.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 420.80	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 156.00	OTHER - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 1,986.21	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 1,963.50	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 282.85	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 150.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 24.37	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 432.02	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 95.83	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 50.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 30.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 70.10	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 420.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 25.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 1,065.27	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 86.94	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 507.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 16.07	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 19.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 22.02	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 18.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 156.24	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 10.74	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 1,725.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 8.74	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 17.72	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 94.32	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 39.94	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 1,915.10	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 29.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 48.61	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 1.66	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 7.18	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 377.44	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 67.73	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Airport	$ 101.64	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 236.11	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 582.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 29.82	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 320.10	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 90.75	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 25.86	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 239.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 252.28	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 207.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 32.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 189.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 49.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 269.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Airport	$ 286.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Amend Park	$ 199.88	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 281.95	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 310.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 265.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 100.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 43.12	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 499.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 156.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 63.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 20.69	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 40.48	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 19.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 7.26	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 58.69	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 105.87	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 31.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Building	$ 14.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 3,510.64	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 3,510.64	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 2,700.32	BUSINESS EXPENS - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 445.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 33.63	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 43.45	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 43.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 32.58	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 160.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 222.32	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 216.92	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 387.10	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 19.25	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 10.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 23.58	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 11.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 11.66	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 38.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 11.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 11.66	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 12.95	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 39.33	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 27.65	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 49.31	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	CDBG	$ 114.54	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Central Services	$ 458.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Central Services	$ 137.67	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 100.50	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 260.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 243.75	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 51.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 16.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 75.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 54.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 124.95	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 35.00	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 60.88	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 50.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 16.25	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 74.07	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 13.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 24.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Court Grants	$ 79.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Engineering	$ 36.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Engineering	$ (45.95)	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Engineering	$ 20.19	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Engineering	$ 75.34	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 285.00	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 337.86	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 192.77	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 1,684.10	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 500.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 499.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 710.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 26.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 6.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 15.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 249.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 387.90	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 1,230.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 21.87	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 288.90	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 720.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 28.87	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 25.38	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 25.37	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 34.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 958.74	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 301.38	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 28.88	OTHER - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 567.69	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 118.32	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 34.13	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 35.87	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 35.88	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 21.88	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 234.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 124.68	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 29.34	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 137.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 6.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 9.19	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 114.64	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 2.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 13.88	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 105.48	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 46.75	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 87.80	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 13.88	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 15.04	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 14.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 99.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 685.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 4.37	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 12.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 19.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 23.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 161.84	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 46.78	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 101.11	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 17.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 52.42	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 35.12	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 43.90	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 21.30	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 3.53	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 65.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 8.68	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Facilities	$ 34.44	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Fire Grants	$ 353.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Fleet	$ 432.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Fleet	$ 19.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Fleet	$ 660.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Fleet	$ 281.51	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Fleet	$ 1,903.56	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 467.55	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 29.99	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 21.00	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 779.81	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 526.40	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 29.99	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 18.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 38.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 79.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 120.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 1,916.25	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 49.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 195.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 47.97	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 1,251.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 720.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (1.95)	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 125.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 168.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 58.09	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 16.59	BUSINESS EXPENS - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (35.00)	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 100.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 42.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 376.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 1.95	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 32.05	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 571.65	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 324.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 70.83	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 434.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 14.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 84.93	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 102.53	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 276.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 30.05	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 101.49	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 116.20	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 29.95	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 305.55	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 84.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 392.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 434.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 40.50	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 546.58	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 475.56	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 259.99	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 208.99	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 4.99	MEDICAL - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 14.99	MEDICAL - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 35.00	MEDICAL - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 27.90	MRO SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 25.73	MRO SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.00	OFFICE SERVICES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 1,000.80	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (10.20)	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 478.80	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 499.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 394.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 499.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 31.99	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 39.58	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 199.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 398.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 432.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (10.20)	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 347.75	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (10.20)	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 199.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 361.95	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 637.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 850.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 293.40	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 412.75	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 398.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 499.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 199.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 101.93	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 40.91	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 174.50	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 419.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 186.86	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 75.60	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 200.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 162.50	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 650.06	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 20.46	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 103.18	OFFICE SUPPLIES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 139.09	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 19.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 24.48	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 33.44	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 6.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 51.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 4.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 32.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 55.96	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 39.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 19.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 148.38	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 96.51	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 45.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 119.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 30.34	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 10.22	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 49.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 117.38	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 44.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 43.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 69.64	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (927.00)	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 22.07	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 49.35	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 59.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 14.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 551.65	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 5.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 179.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 16.49	OFFICE SUPPLIES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 31.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 39.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 15.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 27.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 40.09	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 22.13	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 16.77	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 79.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 18.36	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 32.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 17.82	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 103.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 30.57	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 52.87	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 72.14	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 16.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 54.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 60.63	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (618.00)	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 47.96	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 11.80	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 31.68	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 12.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 20.18	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 300.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 277.50	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 270.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 7.49	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 247.50	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 123.75	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 325.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 455.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 814.00	OTHER - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 252.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 2.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 96.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 164.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 256.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 96.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 169.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 150.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 95.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (175.00)	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 18.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 229.50	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 288.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 380.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 37.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 339.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 61.56	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 231.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 765.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 264.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 26.96	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 92.84	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 41.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 123.75	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 116.58	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 293.20	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 1,500.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 200.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 364.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 704.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 190.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 133.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 19.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 61.56	OTHER - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 427.22	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 38.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 207.90	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 29.00	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 72.39	RETAIL SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 104.81	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 27.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 4.29	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 31.61	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 138.65	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 5.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 18.41	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 34.12	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 15.93	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 20.47	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 115.67	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (53.48)	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 79.41	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 42.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 8.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 21.45	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 45.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 45.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 100.94	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 11.83	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 12.68	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 181.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 174.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 11.86	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 26.25	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 32.27	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 80.46	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.43	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 52.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 50.94	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 12.93	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 20.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ (78.00)	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 55.65	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 111.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 45.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 224.54	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 88.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.87	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 235.47	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 383.75	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 40.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 174.62	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 441.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 179.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 217.75	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 32.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 170.79	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 17.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 392.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 42.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 12.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 15.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 40.78	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 154.29	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 9.16	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 175.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 45.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 24.55	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 8.37	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 121.93	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 38.68	WHOLESALE TRADE - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	General	$ 10.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 39.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 170.78	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 66.07	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 150.96	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 32.30	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 1,305.94	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 6.58	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ (32.20)	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 12.54	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 58.68	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 17.20	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 185.58	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 164.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 858.28	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 299.54	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 60.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 7.88	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 3,202.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 272.04	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 138.74	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 51.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 119.89	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 12.06	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 117.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 295.82	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 94.63	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 347.02	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 102.62	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 88.38	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 34.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 86.50	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 45.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	General	$ 109.88	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	General	$ 298.95	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 40.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 284.10	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 186.94	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 24.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 91.23	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 27.70	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 58.43	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 31.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 703.72	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 15.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	General	$ 106.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 34.50	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 34.50	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 2,309.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 19.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 252.80	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 25.28	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 150.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 10.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 8.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	IT Resources	$ 2,839.95	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 60.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 60.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 500.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 60.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 60.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 60.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 60.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 45.10	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 185.06	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 841.35	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 87.50	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 30.00	OFFICE SERVICES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Library	$ 28.68	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 21.55	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 204.44	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 2.24	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 59.72	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 63.92	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 28.49	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 14.56	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 11.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 28.49	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 42.17	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 26.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 51.83	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 7.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 27.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ (12.42)	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 76.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 15.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 16.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 17.55	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 131.24	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 10.57	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 8.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ (59.31)	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 22.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 15.89	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 22.85	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 39.50	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 26.55	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 15.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 104.96	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 30.91	OFFICE SUPPLIES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Library	$ 8.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 38.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 14.33	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 39.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 17.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 484.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 10.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 19.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 22.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 9.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 80.34	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 27.28	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 39.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 96.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 57.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 74.35	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 34.12	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 25.20	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 26.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 13.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 16.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 20.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 9.29	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ (13.59)	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 26.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 22.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 110.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 17.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 25.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 29.76	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 19.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 31.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 12.42	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 34.87	OFFICE SUPPLIES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Library	$ 70.20	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 42.50	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 76.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 18.96	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 108.11	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 400.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 5.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 451.07	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 182.79	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 2,283.54	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 10.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 40.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 3.18	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 15.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 2,468.71	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 3.77	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 32.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 144.24	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 39.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 10.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 939.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 18.48	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 9.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 54.44	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ (141.05)	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 37.39	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 89.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 137.34	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 5.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 56.38	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 39.02	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 88.33	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 5.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 52.00	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Library	$ 52.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 26.56	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 351.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Library	$ 99.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 15.25	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 143.75	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 199.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 239.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 127.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 34.51	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 42.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 9.79	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 19.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 8.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 1,095.27	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	P.W. Admin	$ 275.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 80.00	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 217.55	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 71.00	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 396.05	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 273.14	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 612.50	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 545.00	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 62.87	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 32.05	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 46.68	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 499.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 73.92	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 36.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 204.48	OFFICE SERVICES - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 499.00	OFFICE SERVICES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 79.80	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 420.79	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 54.20	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 37.84	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 251.00	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 17.81	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 18.91	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 433.98	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 75.51	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 752.00	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 43.15	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 75.56	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 2,121.50	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 42.20	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 99.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 600.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 42.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 32.25	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ (42.20)	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 123.90	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 218.26	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 69.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 78.20	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 54.99	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 90.90	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 54.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 164.95	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 972.67	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 21.95	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 18.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 127.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 217.74	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 44.24	VEHICLE EXPENSE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 172.42	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 91.85	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 2,433.69	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 850.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 429.99	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 3,320.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 141.47	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 55.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 35.10	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 66.44	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 10.96	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 148.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 33.27	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 89.84	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 11.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 159.30	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 287.83	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 9.39	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 30.01	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 435.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 43.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 83.19	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 49.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 168.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 91.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 32.09	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 143.43	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 80.53	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 153.21	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,455.52	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,109.47	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,939.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 69.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 100.00	WHOLESALE TRADE - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 219.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 27.96	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 38.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 146.97	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 9.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 39.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 12.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 24.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 11.97	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 64.80	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 129.36	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 23.37	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 38.97	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 22.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ (58.68)	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 12.84	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 256.10	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 15.22	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 9.90	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 3.81	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 30.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 585.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 54.26	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 17.36	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 341.07	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 19.02	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 14.94	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 59.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 3.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 135.52	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 68.72	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 583.13	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ (109.95)	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 749.28	WHOLESALE TRADE - PCard	

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 150.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 32.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 344.76	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 99.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 57.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 55.85	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 68.90	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 28.32	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 1,851.08	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 183.54	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 342.39	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 154.49	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 289.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 105.28	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 91.72	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 68.58	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 51.60	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 409.95	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 768.27	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 116.09	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 24.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 22.57	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 39.84	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 31.42	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 103.45	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 89.63	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 191.35	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 156.93	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 1,850.08	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 208.66	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 101.91	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 176.93	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 615.88	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Park Dist 1	$ 50.97	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 107.10	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 433.91	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 132.16	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 284.70	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 336.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 100.93	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 159.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 9.78	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 51.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 175.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,344.36	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 840.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 22.95	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 38.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 35.67	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 105.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 371.36	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 210.10	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 119.85	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 110.68	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 8.64	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 64.46	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 69.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 25.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 3.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 1,685.70	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 55.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 8.30	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 150.81	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 42.26	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 106.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 5.85	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 13.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Park Dist 1	$ 393.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1,575.00	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 527.26	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 187.86	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1,825.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 110.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 400.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 35.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 78.17	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 140.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 140.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 240.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 16.67	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 28.10	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 28.10	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 110.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 78.16	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 78.16	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 16.67	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 40.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 16.66	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 28.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.60	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.60	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.60	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.60	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.60	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 54.00	VEHICLE EXPENSE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 54.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 1.60	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 9.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 11.78	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 6.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 16.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 9.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.66	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.66	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 59.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 69.67	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parking	$ 2.09	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 208.65	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 20.24	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 19.56	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 39.44	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 185.12	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 235.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 143.26	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 102.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 37.38	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 121.88	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 70.77	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 85.82	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 26.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 135.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 14.45	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 230.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 23.95	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 70.72	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 190.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 714.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 114.75	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 170.00	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 288.27	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 79.43	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 55.15	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 341.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 191.53	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 420.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Parks Maint	$ 120.65	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 102.57	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 102.57	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 102.57	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 102.57	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 199.65	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 20.96	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 18.15	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 309.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	PD Program	$ 3,656.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Phone System	$ 11.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Phone System	$ 9.63	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Phone System	$ 48.47	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Phone System	$ 34.62	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 37.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 761.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 852.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 245.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 15.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 15.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 77.64	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 135.24	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 50.55	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 151.02	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 154.36	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 9.74	OFFICE SUPPLIES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 159.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 21.05	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 9.74	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 7.26	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 57.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 165.77	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 186.04	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 14.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 51.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 31.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Planning	$ 158.94	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,192.40	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 285.92	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 55.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 250.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 229.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 900.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 38.32	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 155.52	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 900.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 575.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 820.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 295.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 74.99	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,750.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 20.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ (25.00)	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 521.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 43.43	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 125.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 45.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 290.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 450.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 40.00	BUSINESS EXPENS - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 103.50	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 613.75	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 68.31	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 92.25	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 92.25	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 52.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 169.20	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 255.00	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 35.90	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 104.84	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 91.50	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 619.00	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 593.25	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 593.25	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 593.25	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 284.80	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 98.00	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 716.89	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 860.88	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 860.88	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 284.80	HOTELS - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 332.49	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 159.99	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 350.09	MRO SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 101.83	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 156.10	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 140.70	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 435.23	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 15.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,899.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,624.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 664.37	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 289.40	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 696.00	OFFICE SERVICES - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 79.60	OFFICE SERVICES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ (314.94)	OFFICE SERVICES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 223.97	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 14.99	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 367.96	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 125.99	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 176.95	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 81.25	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 87.75	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 45.64	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 49.99	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 63.88	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.34	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 129.05	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 885.86	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 24.88	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 164.35	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 906.30	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 158.20	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 164.57	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 108.08	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 779.36	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 107.00	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 542.92	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 21.99	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 97.00	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 340.84	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 69.99	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 34.26	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 39.42	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 208.96	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 75.50	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.05	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 14.76	OTHER - PCard	

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.05	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 10.98	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 96.18	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 123.03	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.05	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 1,210.36	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 16.80	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.30	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 19.12	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 75.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 26.57	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.30	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 556.49	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.30	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.05	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 26.32	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 1,950.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 46.77	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 218.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 13.30	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 39.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 555.95	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 54.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 135.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 54.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 300.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 75.48	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 12.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 239.88	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 224.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 335.99	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 221.45	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 66.90	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 289.42	OTHER - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 26.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 127.47	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 564.55	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 92.54	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 159.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 179.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 233.62	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,394.41	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 48.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 119.90	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 64.48	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 6.60	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,500.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 102.60	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 16.56	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 564.25	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 500.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 81.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 850.90	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 15.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 226.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 28.79	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,531.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 476.89	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 12.42	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 27.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 172.18	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 140.72	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 209.52	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 495.89	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 838.08	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 423.96	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,085.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 12.39	VEHICLE EXPENSE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 8.21	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 44.12	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 52.61	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 22.47	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 74.41	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 53.30	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 900.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 56.66	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 2,250.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 54.11	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 306.78	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 540.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,074.56	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 268.80	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 225.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 7.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 14.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 410.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 19.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 51.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 691.41	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 195.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,074.57	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 76.22	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 21.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 627.42	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 1,599.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 17.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 16.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 69.04	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 37.73	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 98.91	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 176.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 161.00	WHOLESALE TRADE - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 999.80	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 41.30	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 140.19	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 423.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 1,102.68	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 276.57	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 69.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 68.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 10.58	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 206.91	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 167.40	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 16.78	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 54.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 74.76	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 299.04	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 32.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 656.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 8.84	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 225.50	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 271.88	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 121.52	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 66.53	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 705.47	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 2,152.23	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 427.90	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 139.16	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 180.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 11.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 560.38	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 50.93	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 100.38	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 4.83	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 276.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Public Safety	$ 6.49	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 239.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 239.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Public Safety	$ 17.17	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Radio	$ 14.36	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 9.90	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 21.28	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 113.50	MAIL/TELEPHONE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 23.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 237.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 38.36	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 346.96	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 387.54	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 402.48	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 420.87	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 7.50	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 155.84	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 266.71	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 13.88	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 66.63	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 15.00	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 495.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,689.81	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 29.94	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 14.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 44.52	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 73.76	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 2,493.41	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ 1,359.53	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Solid Waste	$ (16.21)	WHOLESALE TRADE - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 1.39	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 36.52	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 43.68	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 53.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 288.26	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 31.13	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 38.34	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 68.51	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 51.52	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Solid Waste	$ 75.48	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 807.00	AUTO/RV DEALERS - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 267.42	BUSINESS EXPENS - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 463.30	BUSINESS EXPENS - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 23.52	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 121.72	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 35.99	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 21.18	OFFICE SUPPLIES - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 49.98	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 206.57	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 262.56	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 167.00	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 11.99	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 7.49	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 35.08	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 39.98	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 107.98	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 328.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 86.50	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 173.20	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 78.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 14.88	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 57.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 24.95	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Street/Traffic	$ 38.98	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 318.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 24.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 119.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 320.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 19.61	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 471.39	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 67.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 26.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 21.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 88.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 48.24	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 26.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 10.72	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 136.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 193.94	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 49.48	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 67.82	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Street/Traffic	$ 46.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 567.40	AIRLINE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 1,061.40	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 2,104.12	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 1,177.60	BUILDING SERVIC - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 91.87	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 27.22	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 49.92	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 16.59	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 265.27	MRO SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 18.15	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 300.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 142.99	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 7.50	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 233.94	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 10.02	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 34.95	OFFICE SUPPLIES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 179.80	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 38.88	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 46.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 35.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 12.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 5.25	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 54.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 5.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 201.40	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 10.34	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 8.92	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 98.68	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ (98.68)	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 52.38	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 11.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 33.09	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 72.40	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 83.87	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 289.40	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 105.24	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 515.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 136.00	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 14.99	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 49.94	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 200.88	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 113.00	OTHER TRAVEL - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 223.81	RENTAL CARS - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 18.99	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 23.98	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 61.26	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 40.92	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 225.16	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 65.70	VEHICLE EXPENSE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 457.11	VEHICLE EXPENSE - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 27.90	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 18.38	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 24.98	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 37.86	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 40.86	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 364.00	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 35.70	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 30.70	VEHICLE EXPENSE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 89.69	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 149.55	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 66.70	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 70.95	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 19.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 40.44	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 26.66	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 129.21	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 13.15	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 251.12	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 17.20	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 44.13	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 26.84	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 47.94	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 466.92	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 6.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 863.42	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 26.36	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 24.00	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 2,359.58	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 2,123.63	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 38.64	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 172.21	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 7.98	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 12.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Transit	$ 26.99	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 7.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 7.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 20.69	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 53.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 56.16	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ (6.00)	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 40.26	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 449.55	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 26.73	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 2,422.75	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 22.78	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 2,039.79	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 95.80	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 144.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 39.73	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 2,234.16	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 69.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 2,123.63	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 221.06	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 26.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Transit	$ 158.69	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 4.50	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 38.46	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 512.60	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 657.60	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 168.66	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 187.69	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 445.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 34.56	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 67.09	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 74.66	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 5.09	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 34.36	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 10.18	OFFICE SERVICES - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 5.09	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 748.45	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 375.13	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 10.18	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.74	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 599.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 57.47	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 87.30	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 837.01	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 120.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 5.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 788.48	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 249.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 89.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 41.20	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 6.75	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 29.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 43.90	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 95.97	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 126.04	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 127.02	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 31.76	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 25.75	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 102.98	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 126.04	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 132.43	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 31.76	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 132.43	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 42.40	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 296.80	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 25.75	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 42.40	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 504.14	OTHER - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 533.12	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 610.20	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,682.33	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 177.50	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 582.27	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 347.90	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 57.19	OTHER - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 979.48	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 53.01	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,123.71	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 71.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 132.34	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 16.62	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 79.29	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 396.62	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 358.65	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 100.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 118.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 10.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 64.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 58.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 23.81	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 151.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 22.83	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 888.38	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 320.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,199.77	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 212.16	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 25.63	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 748.01	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 86.01	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 7.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 40.26	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ (6.06)	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 53.06	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 64.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.74	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,060.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 917.51	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 660.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 1,011.28	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 5.49	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 67.73	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 95.93	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 14.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 165.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 8.64	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 347.35	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 642.63	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 589.05	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 140.83	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 18.49	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 50.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 40.24	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 7.55	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Wastewater	$ 219.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 4.50	AUTO/RV DEALERS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 38.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 129.50	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 45.23	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 445.00	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 134.18	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 74.66	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 149.32	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 115.39	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 103.68	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 40.64	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 24.95	BUSINESS EXPENS - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Water	$ 67.09	BUSINESS EXPENS - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 107.05	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 62.53	EATING/DRINKING - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 52.00	MRO SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 750.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 103.07	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 422.50	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 125.00	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 15.29	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 15.29	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 10.19	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 80.90	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 231.31	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 10.19	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 80.90	OFFICE SERVICES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 20.23	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 17.96	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 26.95	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 29.86	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 30.09	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 359.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 14.89	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 599.98	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 27.49	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 40.31	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 57.47	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 14.79	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 36.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 50.21	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 13.99	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 237.59	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 165.43	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 90.00	OFFICE SUPPLIES - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 825.00	OFFICE SUPPLIES - PCard

Check Date	Check#		Name	Fund Name	Amount		Item Desc
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 269.20	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 31.75	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 58.35	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 296.80	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 42.40	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 658.52	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 126.03	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 504.14	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 42.40	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 164.63	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 107.55	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 77.23	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 171.57	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 127.02	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 31.75	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 126.03	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 159.18	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 77.23	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 362.32	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 133.32	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 308.94	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 1,682.33	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 13.72	OTHER - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 53.02	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 150.20	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 49.84	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 241.23	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 85.27	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 5.99	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 73.55	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 83.33	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 54.68	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 44.79	WHOLESALE TRADE - PCard	
09/05/2023	ACH	U.S. Bank	PCards	Water	$ 34.72	WHOLESALE TRADE - PCard	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Water	$ 303.36	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 220.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 151.20	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 46.79	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 20.30	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 9.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 25.91	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 63.23	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 19.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 66.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 67.72	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 172.54	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 53.50	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 184.85	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 22.83	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 25.64	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 4.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 89.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 21.98	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 403.72	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 20.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 118.90	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 48.36	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 181.08	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 222.24	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 46.57	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 55.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ (6.06)	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 175.74	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 14.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 55.92	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 36.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 16.48	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 26.23	WHOLESALE TRADE - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/05/2023	ACH	U.S. Bank PCards	Water	$ 79.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 86.60	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 63.82	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 546.46	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 428.73	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 18.49	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 40.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 2,365.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 1,712.58	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 47.25	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 185.86	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 169.13	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 17.40	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 1,455.54	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 19.30	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 49.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 342.70	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 61.45	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 130.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 449.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 15.29	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 7.55	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 91.00	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 70.22	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 31.97	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 14.99	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 39.96	WHOLESALE TRADE - PCard
09/05/2023	ACH	U.S. Bank PCards	Water	$ 7.25	WHOLESALE TRADE - PCard
09/05/2023	864594	Undercover Officer Assoc	Public Safety	$ 2,970.00	Officer Training
09/05/2023	864594	Undercover Officer Assoc	Public Safety	$ 990.00	Officer Training
09/05/2023	864600	Ylwstn Valley Elec	Solid Waste	$ 3,537.82	Electricity Service. Landfill. 07/01/2023 - 08/01/2023.

City Council Regular

Date:	10/09/2023
Title:	Payment of Claims for week of September 11, 2023
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $3,670,532.57 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 09112023

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/12/2023	864604	Alta Planning & Design	Planning	$ 5,222.50	Professional Services Through August 25, 2023
09/12/2023	864605	Altitude Signal	Engineering	$ 3,295.00	To add gridsmart performance module
09/12/2023	864613	Beartooth Enviro	Solid Waste	$ 11,679.10	Manifest 025498591JJK. Drummed waste shipment 8/22/23
09/12/2023	864628	Cardinal Tracking	Parking	$ 10,990.50	Annual Software License for TickeTrak online, management & training
09/12/2023	864642	Co Water Dist- Heights	Park Dist 1	$ 2,993.56	water charges for primrose park - 06100
09/12/2023	864637	Collaborative Design	Wastewater	$ 8,320.00	WO 23-24 Belknap Office Remodel Phase 2
09/12/2023	864639	Community Solution	Court Grants	$ 4,131.00	23 Aug. CSI EtG
09/12/2023	864639	Community Solution	Court Grants	$ 3,505.00	23 Aug. CSI EtG
09/12/2023	864646	Dakota Supply Group	Water	$ 1,360.61	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS
09/12/2023	864646	Dakota Supply Group	Water	$ 55.14	3/4" STIFFENERS - CTS PE INSERTS SS
09/12/2023	864646	Dakota Supply Group	Water	$ 61.76	3/4" STIFFENERS - CTS PE INSERTS SS
09/12/2023	864646	Dakota Supply Group	Water	$ 552.00	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID (5514LR)
09/12/2023	864646	Dakota Supply Group	Water	$ 1,164.24	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID (5514LR)
09/12/2023	864646	Dakota Supply Group	Water	$ 4,417.04	7' FIRE HYDRANT - PUSH ON
09/12/2023	864646	Dakota Supply Group	Water	$ 231.31	PDB032 - Repairs
09/12/2023	864647	Dana Safety Supply	Fleet	$ 15.00	843145
09/12/2023	864647	Dana Safety Supply	Fleet	$ 760.00	843145
09/12/2023	864647	Dana Safety Supply	Fleet	$ 15.00	843716
09/12/2023	864647	Dana Safety Supply	Fleet	$ 196.00	843716
09/12/2023	864647	Dana Safety Supply	Fleet	$ 14.21	843789
09/12/2023	864647	Dana Safety Supply	Fleet	$ 98.00	843789
09/12/2023	864647	Dana Safety Supply	Fleet	$ 11.59	843892
09/12/2023	864647	Dana Safety Supply	Fleet	$ 98.00	843892
09/12/2023	864647	Dana Safety Supply	Fleet	$ 84.00	844334
09/12/2023	864647	Dana Safety Supply	Fleet	$ 17.00	844334
09/12/2023	864647	Dana Safety Supply	Fleet	$ 404.00	844453
09/12/2023	864647	Dana Safety Supply	Fleet	$ 18.00	844453
09/12/2023	864647	Dana Safety Supply	Fleet	$ 18.00	845651
09/12/2023	864647	Dana Safety Supply	Fleet	$ 760.00	845651
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 188.00	852110 - BIM3S
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 13.54	852110 - SHIPPING
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 328.00	854922 - EMPS1Q
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 308.00	854922 - EMPS2Q
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 1,378.00	854922 - ENGSA

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 516.00	854922 - ENT3B
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 2,420.00	854922 - ENULB
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 76.00	854922 - PMP2BK
09/12/2023	864647	Dana Safety Supply	Public Safety	$ 45.00	854922 - SHIPPING
09/12/2023	864653	DOWL	Storm Sewer	$ 4,218.75	WO 20-24 West End Storm System Improvements
09/12/2023	864653	DOWL	Tax Incrmnt N27	$ 42,089.24	WO 23-11 Downtown 2-Way Street Conversion
09/12/2023	864654	Downtown Blgs Partners	Tax Incrmnt N27	$ 25,615.42	Annual DBP Operating Agreement FY 2024
09/12/2023	864654	Downtown Blgs Partners	Tax Incrmnt N27	$ 25,615.42	Annual DBP Operating Agreement FY 2024
09/12/2023	864655	EBMS	City Ins Fund	$ 880.00	Monthly Billing Statement
09/12/2023	864655	EBMS	City Ins Fund	$ 34,286.73	Monthly Billing Statement
09/12/2023	864655	EBMS	City Ins Fund	$ 63,060.44	Monthly Billing Statement
09/12/2023	864655	EBMS	City Ins Fund	$ 1,305.50	Monthly Billing Statement
09/12/2023	864655	EBMS	City Ins Fund	$ 1,927.50	Monthly Billing Statement
09/12/2023	864655	EBMS	City Ins Fund	$ 5,907.65	Monthly Billing Statement
09/12/2023	864655	EBMS	Payroll Clearing	$ 11,889.93	Monthly Billing Statement
09/12/2023	864657	Ecopia Tech Corp	Storm Sewer	$ 22,750.00	Ecopia Tech Corp Surface Data Analysis
09/12/2023	864660	FCS	Storm Sewer	$ 4,092.75	WO 20-37 Stormwater Utility Development
09/12/2023	864660	FCS	Storm Sewer	$ 1,994.75	WO 20-37 Stormwater Utility Development
09/12/2023	ACH	Finishing Touch Exterior	Facilities	$ 374,723.08	Replace exterior siding and membrane roofing -Community Center
09/12/2023	864664	G&T Plumbing & Mech	Airport	$ 76,230.00	Airport Terminal Boiler Replacement Project - Local
09/12/2023	864667	Great W Eng	Solid Waste	$ 1,997.30	MISCELLANEOUS ENGINEERING SERVICES LANDFILL
09/12/2023	864667	Great W Eng	Solid Waste	$ 5,133.40	WO 20-46 Lanfill Compost Facility
09/12/2023	ACH	HDR	Engineering	$ 170.91	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	Light Maint	$ 44.24	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	P.W. Admin	$ 488.10	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	Solid Waste	$ 199.06	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	Storm Sewer	$ 543.90	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	Street/Traffic	$ 670.07	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	Wastewater	$ 731.90	WO 20-33 Public Works GIS Services
09/12/2023	ACH	HDR	Water	$ 2,178.61	WO 20-33 Public Works GIS Services
09/12/2023	864672	Iaff	Payroll Clearing	$ 5,663.08	Payroll Summary
09/12/2023	864672	Iaff	Payroll Clearing	$ 44.42	Payroll Summary G CHU
09/12/2023	864675	Jacobs Eng	Wastewater	$ 3,331.75	WO 23-23 Briarwood H2S Mitigation.
09/12/2023	864676	Jane Waggoner Deschner	Library	$ 621.25	4/2023-9/2023 digital ads

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/12/2023	864676	Jane Waggoner Deschner	Library	$ 2,161.25	4/2023-9/2023 Newsletters
09/12/2023	864678	JBT Aero Tech	Airport	$ 1,506,771.31	Eight Passenger Boarding Bridges - Local Share
09/12/2023	864679	JC Billion	Park Dist 1	$ 61,329.00	6 4x4 reg. cab white exterior with cloth interior seats; 1500 tradesman
09/12/2023	864679	JC Billion	Capital Replace	$ 61,329.00	6 4x4 reg. cab white exterior with cloth interior seats; 1500 tradesman
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 17.90	P01114
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 237.74	P01114
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 116.00	P01114
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 619.46	P01114
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 77.42	P01114
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 192.80	P01121
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 43.08	P01121
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 666.24	P01122
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 1,855.80	P01122
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 115.88	P01122
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 148.98	P01122
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 9.72	P01122
09/12/2023	ACH	Joe Johnson Equip	Fleet	$ 1,665.40	P01122
09/12/2023	ACH	Joe Johnson Equip	Street/Traffic	$ 221.60	coupler/handgun for unit 1238
09/12/2023	ACH	Joe Johnson Equip	Street/Traffic	$ 579.38	repairs to unit 1238
09/12/2023	ACH	Joe Johnson Equip	Wastewater	$ 77.18	P01134 - CAP GASKET- unit #7912
09/12/2023	ACH	Joe Johnson Equip	Wastewater	$ 77.18	P01134 - CAP GASKET- unit #7917
09/12/2023	ACH	Joe Johnson Equip	Wastewater	$ 77.18	P01134 - CAP GASKET- unit #7918
09/12/2023	ACH	Joe Johnson Equip	Wastewater	$ 77.18	P01137 - CAP GASKET- unit #7997
09/12/2023	864682	Johnson Laffen & Galloway	Stillwater Const	$ 51,592.20	Phase I Stillwater Bldg - comprehensive design plan
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 285.00	LINSV2C, LIN V SERIES WHITE LED
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 23.10	LSVBKT50 UNDER MIRROR BRACKET
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 167.50	MCRNSD MICRON SURFACE OR STUD MOUNT
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 35.70	PSBKT90 MOUNTING BRACKET
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 257.50	PSD02FCR, STRIP-LITE DUO RED/WHITE
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 1,017.45	RPWD50 REAAR OUTER EDGE DUO RED/AMBER
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 186.25	SA315P SIREN SPEAKER
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 34.30	SAK66D DRIVER SIDE GRILL BARACKET
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 1,520.00	TCRWX5 5 LAMP DUO TRACER RED/WHITE
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 150.00	VTXR, VERTEX RED LED

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/12/2023	864688	Kent D. Bruce Co	Capital Replace	$ 2,781.25	Whelen front & real Wecan X inner Edge Core Bundle
09/12/2023	864690	Kittelson & Assoc	Planning	$ 3,191.40	Safe Streets For All - Professional Services Through 7/31/2023
09/12/2023	864691	Knife River	Gas Tax	$ 51,159.98	WO 23-17 Grand Ave & 3rd Street West Storm Drain
09/12/2023	864691	Knife River	St Maint Dist	$ 97,903.27	WO 23-17 Grand Ave & 3rd Street West Storm Drain
09/12/2023	864691	Knife River	Storm Sewer	$ 96,710.10	WO 23-17 Grand Ave & 3rd Street West Storm Drain
09/12/2023	ACH	Kois Brothers	Fleet	$ 218.35	130250
09/12/2023	ACH	Kois Brothers	Fleet	$ 13.73	130250
09/12/2023	ACH	Kois Brothers	Fleet	$ 6,287.86	130250
09/12/2023	ACH	Kois Brothers	Fleet	$ 1,281.20	130292
09/12/2023	ACH	Kois Brothers	Fleet	$ 96.50	130371
09/12/2023	ACH	Kois Brothers	Fleet	$ 37.44	130371
09/12/2023	ACH	Kois Brothers	Fleet	$ 12.36	130372
09/12/2023	ACH	Kois Brothers	Fleet	$ 23.61	130372
09/12/2023	ACH	Kois Brothers	Fleet	$ 493.70	130383
09/12/2023	ACH	Kois Brothers	Fleet	$ 228.85	130388
09/12/2023	ACH	Kois Brothers	Fleet	$ 1,628.24	130388
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 848.00	130154
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 473.06	130168
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 847.62	130192
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 20.52	130194
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 717.47	130194
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 767.87	130194
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 529.73	130194
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 19.00	130238
09/12/2023	ACH	Kois Brothers	Solid Waste	$ 640.60	130238
09/12/2023	864700	LFG Specialties	Solid Waste	$ 164,504.36	WO 22-27 Landfill Gas Emissions Compliance
09/12/2023	864702	Life-Assist	Public Safety	$ 41.08	AA511 GUEDEL AIRWAY, ORANGE
09/12/2023	864702	Life-Assist	Public Safety	$ 41.08	AA599 GUEDEEL AIRWAY RED
09/12/2023	864702	Life-Assist	Public Safety	$ 78.30	AB328 ROBERTAZZI NASOPHARYNGEAL AIRWAY
09/12/2023	864702	Life-Assist	Public Safety	$ 519.84	ABB2-99838 PRECISION XTRA TEST STRIP (50/BX)
09/12/2023	864702	Life-Assist	Public Safety	$ 966.30	AC4403 & AC4404 KING LTS-D AIRWAY WITH GASTRIC ASSESS
09/12/2023	864702	Life-Assist	Public Safety	$ 334.35	AMBU 540212017 SPUR II RESUSCIATOR W/MANOMETER, INFANT
09/12/2023	864702	Life-Assist	Public Safety	$ 106.14	AMBU SPUR II RESUSCIITATOR W/MANOMETER PEDI
09/12/2023	864702	Life-Assist	Public Safety	$ 342.78	BA70003, ALERE TOXICOLOGY ALCOMATGE BREATHALZER

Check Date	Check#	Name	Fund Name	Amount	Item Desc
09/12/2023	864702	Life-Assist	Public Safety	$ 68.40	BE2 COBAN SELF ADHERENT WRAP 2"
09/12/2023	864702	Life-Assist	Public Safety	$ 249.56	DR 0318-04 ADENOSINE, 12MG 4ML VIAL
09/12/2023	864702	Life-Assist	Public Safety	$ 1,399.96	DR0438-10 KETAMINE 200MG / 20ML VIAL
09/12/2023	864702	Life-Assist	Public Safety	$ 14.40	DR2157-13 ONDANSERON ORAL DISSOLVING TABS 4MG
09/12/2023	864702	Life-Assist	Public Safety	$ 378.20	DR3302-01 DEXTROSE 25GM PREFILLED SYRINGE
09/12/2023	864702	Life-Assist	Public Safety	$ 148.00	DR3390-00 LIDOCAINE, 2%
09/12/2023	864702	Life-Assist	Public Safety	$ 1,643.60	DR5850-00 GLUCAGON 1MG EMERGENCY KIT
09/12/2023	864702	Life-Assist	Public Safety	$ 275.29	DR6226-25 THIAMINE, 200 MG/2ML VIAL
09/12/2023	864702	Life-Assist	Public Safety	$ 243.69	DR7809-22 DOPAMINE, 400 MG
09/12/2023	864702	Life-Assist	Public Safety	$ 148.95	DSR3012-00 LIDOCAINE JELLY, 2% URO-JET SYRINGE
09/12/2023	864702	Life-Assist	Public Safety	$ 57.52	EL 18593 EKG PAPER, ZOLL X SERIES
09/12/2023	864702	Life-Assist	Public Safety	$ 709.94	EL0402-01 ZOLL STAT PADZ ELECTRODE
09/12/2023	864702	Life-Assist	Public Safety	$ 107.84	ENDOTRACHEAL/STYLETT, CUFFED, ASST SIZES
09/12/2023	864702	Life-Assist	Public Safety	$ 127.34	GU40079 ACCU-CHEK LANCETS
09/12/2023	864702	Life-Assist	Public Safety	$ 179.75	GU99837 PRECISION XTRA SYSTM
09/12/2023	864702	Life-Assist	Public Safety	$ 73.00	IN4202 WINDOW PUNCH
09/12/2023	864702	Life-Assist	Public Safety	$ 108.20	IN920 ADC RINGER CUTTER
09/12/2023	864702	Life-Assist	Public Safety	$ 8.89	IS5490 SHARPS COLLECTOR
09/12/2023	864702	Life-Assist	Public Safety	$ 54.14	ISDART SHARPS DART CONTAINER
09/12/2023	864702	Life-Assist	Public Safety	$ 61.65	MD63 INSTA-GLUCOSE, 31GM TUBE
09/12/2023	864702	Life-Assist	Public Safety	$ 127.40	MD80547 NEO-SYNEPHRIE NASAL SPRAY
09/12/2023	864702	Life-Assist	Public Safety	$ 71.07	MEDSOURCE ENDOTRACHEAL / STYLETTE
09/12/2023	864702	Life-Assist	Public Safety	$ 6,540.00	NITRILE EXAM GLOVES, ASST SIZES
09/12/2023	864702	Life-Assist	Public Safety	$ 1,058.80	OC7556XNF O2-MAX CPAP 3-SET FIXED W/MED MASK
09/12/2023	864702	Life-Assist	Public Safety	$ 467.88	OG8725 CDI OXYEN REGULATOR
09/12/2023	864702	Life-Assist	Public Safety	$ 46.14	OK80665 S-SCORT REPLACEMENT DC CABLE
09/12/2023	864702	Life-Assist	Public Safety	$ 14.82	PL1008 PENLIGHT W/PUPIL GAUGE
09/12/2023	864702	Life-Assist	Public Safety	$ 720.00	PO2100 DIAGNOSTIX DIGITAL FINGERTIP PULSE OXIMETER
09/12/2023	864702	Life-Assist	Public Safety	$ -	PRESCISION XTRA GLUCOETER
09/12/2023	864702	Life-Assist	Public Safety	$ 254.54	PS20-BLU UNIMED AIRWAY PACK, BLUE
09/12/2023	864702	Life-Assist	Public Safety	$ 186.20	SG3000 ADC PROSPHYG 775 BP UNIT ADULT
09/12/2023	864702	Life-Assist	Public Safety	$ 428.00	ST60303-MRS ADSCOPE 603 STETHOSCOPE, RASPBERRY
09/12/2023	864703	Mail Tech Service	Central Services	$ 5,489.52	Postage for August, 2023
09/12/2023	864703	Mail Tech Service	General	$ 706.24	Postage for August, 2023

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09/12/2023	864703	Mail Tech Service	Parking	$ 92.24	Postage for August, 2023
09/12/2023	864703	Mail Tech Service	Planning	$ 139.39	Postage for August, 2023
09/12/2023	864714	MFPE	Payroll Clearing	$ 2,832.84	Payroll Summary
09/12/2023	864718	MPPA	Payroll Clearing	$ 3,908.80	Payroll Summary
09/12/2023	864710	MT Aeronautics	Airport	$ 2,544.65	Weather Web Cameras for Pilots to View prior to Flying.
09/12/2023	864712	MT CSED	Payroll Clearing	$ 5,620.47	Payroll Summary
09/12/2023	864719	MT Dept Rev-CGR2	Airport	$ 770.00	Airport Terminal Boiler Replacement Project - Local
09/12/2023	864719	MT Dept Rev-CGR2	Airport	$ 15,219.91	Eight Passenger Boarding Bridges - Local Share
09/12/2023	864719	MT Dept Rev-CGR2	Facilities	$ 50.50	Monthly Maintenance and Repair at the Stillwater Building
09/12/2023	864719	MT Dept Rev-CGR2	Facilities	$ 3,785.08	Replace exterior siding & membrane roofing- Community Center
09/12/2023	864719	MT Dept Rev-CGR2	Gas Tax	$ 516.76	WO 23-17 Knife River Council Action; Payment 2 Final
09/12/2023	864719	MT Dept Rev-CGR2	Solid Waste	$ 2,696.25	WO 22-27 Landfill Gas Compliance Flare Installation
09/12/2023	864719	MT Dept Rev-CGR2	St Maint Dist	$ 988.92	WO 23-17 Knife River Council Action; Payment 2 Final
09/12/2023	864719	MT Dept Rev-CGR2	Storm Sewer	$ 976.87	WO 23-17 Knife River Council Action; Payment 2 Final
09/12/2023	864719	MT Dept Rev-CGR2	Water	$ 216.90	WO 23-43 Water Service Repairs
09/12/2023	864715	MT Municipal Interlocal	Property Ins	$ 13,900.05	August 2023 Liability Self Insurance
09/12/2023	864717	MT St Firemen Assoc	Payroll Clearing	$ 5,256.00	Payroll Summary
09/12/2023	864717	MT St Firemen Assoc	Payroll Clearing	$ 9.21	Payroll Summary
09/12/2023	864722	N Coast Electric	Street/Traffic	$ 37.61	inv#S012857759.001conduit/elbows for 14th & lewis
09/12/2023	864722	N Coast Electric	Street/Traffic	$ 24.95	inv#S012859836.001conduit/elbows/couplings for 14th & lewis
09/12/2023	864722	N Coast Electric	Street/Traffic	$ 40.32	inv#S012868355.001elbow/coupling for 14th & lewis signal
09/12/2023	864722	N Coast Electric	Street/Traffic	$ 2,172.00	S012354210.002 PO NUM 315535
09/12/2023	864722	N Coast Electric	Street/Traffic	$ 1,655.40	S012819730.002 PO NUM 315536
09/12/2023	864722	N Coast Electric	Street/Traffic	$ 119.82	S012823730.001 PO NUM 315537
09/12/2023	ACH	NorMont Equip	Solid Waste	$ 46,395.00	Hooklift containers. 12 cubic yard steel
09/12/2023	ACH	NorMont Equip	Solid Waste	$ 95,068.00	Stellar Flex36 108-12 Hooklift loader
09/12/2023	ACH	NorMont Equip	Street/Traffic	$ 2,569.00	emulsion for road patch machine
09/12/2023	ACH	NorMont Equip	Transit	$ 6,881.80	Steel Posts for Bus Signs
09/12/2023	864723	NorthWestern Energy	Airport	$ 15.10	0712534-7. Gate 16 Light. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 169.08	0712535-4. Employee Parking. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 20.84	0712791-3. Gate 16. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 19.62	0712795-4. Gate 17. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 17.79	0712797-0. Gate 9. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 6.00	0712805-1. IP-10. August 2023

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09/12/2023	864723	NorthWestern Energy	Airport	$ 9.38	0712813-5. Burn Pit. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 18.70	0719759-3. Gate 12. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 76.13	0719760-1. Gate 14. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 22.21	0719761-9. Gate 15. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 19.29	0719762-7. Gate 13. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 19.29	0720296-3. Gate 29. August 2023
09/12/2023	864723	NorthWestern Energy	Airport	$ 19.80	2114868-9. Runway Weather System. August 2023
09/12/2023	864723	NorthWestern Energy	Engineering	$ 41.49	Depot parking lot
09/12/2023	864723	NorthWestern Energy	General	$ 93.85	0712539-6
09/12/2023	864723	NorthWestern Energy	General	$ 2,216.52	0720841-6
09/12/2023	864723	NorthWestern Energy	General	$ 10.43	1635289-0
09/12/2023	864723	NorthWestern Energy	Library	$ 13,198.41	3039007-4 Library electricity September 2023
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.15	0722253-2
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 221.78	0722256-5
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.00	0722258-1
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 13.73	0722259-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 10.48	0722272-2
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 30.47	0722273-0
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 10.23	0722274-8
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 100.89	0722275-5
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 34.94	0722277-1
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 36.03	0722278-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 15.10	0722279-7
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.15	0722280-5
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.15	0722281-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.15	0722283-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.15	0722284-7
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 15.10	0722808-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 9.38	0722852-1
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 8.79	0722862-0
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 48.08	0722901-6
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.61	0722976-8
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 228.66	0722995-8
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 95.29	0723005-5

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09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.15	0723025-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 31.95	0723039-4
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 17.94	0723049-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 20.91	0723064-2
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 20.91	0723065-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 4.25	0723391-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 101.63	0723884-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 20.91	0723887-6
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 152.24	0793134-8
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.00	0920801-8
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 28.35	0978917-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 58.03	0999807-1
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 611.86	1141284-8
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 53.75	1156527-2
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 1,606.35	1160780-1
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.46	1230066-1
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 32.64	1692666-9
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.76	1902257-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 40.97	1941243-6
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 13.34	3020837-5
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 11.05	3771457-3
09/12/2023	864723	NorthWestern Energy	Park Dist 1	$ 81.75	3999603-8
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 7.00	0722272-2
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723384-4
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.00	0723385-1
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.00	0723386-9
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.00	0723387-7
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.00	0723388-5
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 2.82	0723391-9
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 0.83	0723392-7
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 7.07	0723393-5

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09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723394-3
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723395-0
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723396-8
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723397-6
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723398-4
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.15	0723835-5
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 8.79	0723836-3
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.30	0723840-5
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 192.06	0723879-3
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.76	0723883-5
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 0.83	0723885-0
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 0.97	0971824-8
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 57.74	1045813-1
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 0.84	1312707-1
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 176.21	1513796-1
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 157.79	1513800-1
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 8.75	1513802-7
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 9.06	1513804-3
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 6.92	1564209-3
09/12/2023	864723	NorthWestern Energy	Parks Maint	$ 1.13	2041362-1
09/12/2023	864723	NorthWestern Energy	Public Safety	$ 8.90	0712532-1
09/12/2023	864723	NorthWestern Energy	Public Safety	$ 2,118.53	1183483-5
09/12/2023	864723	NorthWestern Energy	Public Safety	$ 80.98	4045328-4
09/12/2023	864723	NorthWestern Energy	Radio	$ 206.15	1006915-1
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 7.98	0855404-0
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 31.95	1045820-6
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 40.12	1738989-1
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 1.51	1797828-9
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 7.07	2047000-1
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 7.98	2047007-6
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 8.14	2047010-0
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 8.75	2047011-8
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 7.38	2047013-4
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 7.98	2047017-5

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09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 8.14	2047018-3
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 7.67	2047019-1
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 33.38	3648861-7
09/12/2023	864723	NorthWestern Energy	Street/Traffic	$ 8.46	3660075-7
09/12/2023	864723	NorthWestern Energy	Wastewater	$ 164.22	0723383-6
09/12/2023	864723	NorthWestern Energy	Wastewater	$ 475.70	0723878-5
09/12/2023	864723	NorthWestern Energy	Wastewater	$ 11.67	1704025-4
09/12/2023	864723	NorthWestern Energy	Wastewater	$ 59.87	1704030-4
09/12/2023	864723	NorthWestern Energy	Water	$ 2,205.10	0100478-7
09/12/2023	864723	NorthWestern Energy	Water	$ 6.00	0722249-0
09/12/2023	864723	NorthWestern Energy	Water	$ 7,609.01	0722270-6
09/12/2023	864723	NorthWestern Energy	Water	$ 169.44	1160807-2
09/12/2023	864723	NorthWestern Energy	Water	$ 51.85	1346673-5
09/12/2023	864723	NorthWestern Energy	Water	$ 754.65	805 Constitution Ave, August 2023
09/12/2023	864731	Perform Eng & Consult	Storm Sewer	$ 1,500.00	Bitterroot Drive and Wicks Lane Corridor Drainage Improvement
09/12/2023	864731	Perform Eng & Consult	Storm Sewer	$ 5,662.50	Bitterroot Drive and Wicks Lane Corridor Drainage Improvement
09/12/2023	864736	Public Utilities	Airport	$ 26,661.79	136516
09/12/2023	864736	Public Utilities	Airport	$ 83.65	250828-Alpine Air-Maintenance
09/12/2023	864736	Public Utilities	Airport	$ 116.81	250831-Zone Dispatch-IP6 & IP7
09/12/2023	864736	Public Utilities	Airport	$ 58.00	250832-Corp Air/Alpine
09/12/2023	864736	Public Utilities	Airport	$ 208.32	250834-QTA
09/12/2023	864736	Public Utilities	Airport	$ 104.16	250836-West End T-Hangars
09/12/2023	864736	Public Utilities	Airport	$ 141.65	250840-Edwards Jet Center West
09/12/2023	864736	Public Utilities	Airport	$ 109.02	250842-Executive Hangars
09/12/2023	864736	Public Utilities	Airport	$ 7.79	250842-Executive Hangars USDA APHIS
09/12/2023	864736	Public Utilities	Airport	$ 176.15	250843-Airfield Maintenance Compactor
09/12/2023	864736	Public Utilities	Airport	$ 140.92	250845-Airfield Maintenance
09/12/2023	864736	Public Utilities	Airport	$ 366.14	250847-UPS Gate 21
09/12/2023	864736	Public Utilities	Airport	$ 116.00	250848-Edwards Jet Center 1871 Aviation Place
09/12/2023	864736	Public Utilities	Airport	$ 116.81	250849-Rocky Mountain College-EJC
09/12/2023	864736	Public Utilities	Airport	$ 141.65	250850-US Postal Service Gate 15
09/12/2023	864736	Public Utilities	Airport	$ 166.22	250851-Edwards Jet Center 1691 Aviation Place
09/12/2023	864736	Public Utilities	Airport	$ 83.11	250853-Aerotronics
09/12/2023	864736	Public Utilities	Airport	$ 141.65	250854-Marchi Hangar

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09/12/2023	864736	Public Utilities	Airport	$ 70.88	250855-Marchi Office
09/12/2023	864736	Public Utilities	Airport	$ 116.81	250857-MT State Lands DEQ/DNRC
09/12/2023	864736	Public Utilities	Airport	$ 116.81	250858-Billings Fire Center-BLM
09/12/2023	864736	Public Utilities	Airport	$ 58.00	250859-TSA
09/12/2023	864736	Public Utilities	Facilities	$ 915.80	158260
09/12/2023	864736	Public Utilities	Park Dist 1	$ 116.81	255552
09/12/2023	864736	Public Utilities	Solid Waste	$ 16.78	273983
09/12/2023	864736	Public Utilities	Wastewater	$ -	180645
09/12/2023	864741	Reliable Mech & Control	Facilities	$ 4,999.50	Monthly Maintenance and Repair at the Stillwater Building
09/12/2023	864755	S Blgs Urban Renew Assoc	Tax Incrmnt S	$ 29,289.50	Annual SBURA Operating Agreement
09/12/2023	864748	Sanderson Stewart	Arterial Streets	$ 1,819.00	WO 22-28 Grand Ave & 32nd Street West Traffic Signal Improvement
09/12/2023	864748	Sanderson Stewart	Tax Incrmnt S	$ 13,672.50	WO 21-42 SBURA Streets improvements, Phase 1
09/12/2023	864752	Solid Concrete	Street/Traffic	$ 1,049.75	concrete
09/12/2023	864752	Solid Concrete	Street/Traffic	$ 655.00	concrete
09/12/2023	864752	Solid Concrete	Street/Traffic	$ 1,120.00	concrete
09/12/2023	864753	Solid Waste System	Fleet	$ 7,222.58	158740
09/12/2023	864753	Solid Waste System	Fleet	$ 339.84	158740
09/12/2023	864753	Solid Waste System	Fleet	$ 20.01	159021
09/12/2023	864753	Solid Waste System	Fleet	$ 2,709.85	159021
09/12/2023	864753	Solid Waste System	Fleet	$ 100.91	159022
09/12/2023	864753	Solid Waste System	Fleet	$ 467.31	159022
09/12/2023	864753	Solid Waste System	Fleet	$ 15.92	159044
09/12/2023	864753	Solid Waste System	Fleet	$ 133.89	159044
09/12/2023	864753	Solid Waste System	Fleet	$ 744.72	0159754-IN
09/12/2023	864753	Solid Waste System	Fleet	$ 258.72	0159754-IN
09/12/2023	864758	Steiner Thuesen PLLC	Park Dist 1	$ 2,882.00	WO 22-43 Ponderosa Park Irrigation Sys Replacement
09/12/2023	864758	Steiner Thuesen PLLC	Park Dist 1	$ 1,155.95	WO 23-32 Gorham park Irrigation System Replacement
09/12/2023	864759	Summit Fire & Security	Facilities	$ 300.00	Wet Sprinkler System Annual Inspection 4850 Midland Road
09/12/2023	864759	Summit Fire & Security	Facilities	$ 595.00	Dry Chemical Test/Extinguisher 6- year maintenance
09/12/2023	864759	Summit Fire & Security	Facilities	$ 625.00	Fire Alarm System Anniversary Testing 4848 Midland Road
09/12/2023	864759	Summit Fire & Security	Facilities	$ 195.00	Wet Sprinkler System Annual Inspection 4848 Midland Road
09/12/2023	864759	Summit Fire & Security	Facilities	$ 595.00	Dry Chemical Extinguisher Service/6 year Maintenance
09/12/2023	864759	Summit Fire & Security	Facilities	$ 90.00	Dry Chemical Extinguisher Service/6 year Maintenance
09/12/2023	864759	Summit Fire & Security	Facilities	$ 345.00	Wet/Dry Sprinkler Annual inspection 210 N. 27th Street

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09/12/2023	864759	Summit Fire & Security	Facilities	$ 835.00	Fire Alarm System Annual Testing 210 N. 27th Street
09/12/2023	864759	Summit Fire & Security	Facilities	$ 300.00	Fire Alarm System Annual Testing 4850 Midland Road
09/12/2023	864759	Summit Fire & Security	Facilities	$ 300.00	Fire Alarm System Annual Testing 4810 Midland Road
09/12/2023	864759	Summit Fire & Security	Facilities	$ 650.00	Fire Alarm System Annual Testing 4810 Midland Road
09/12/2023	864759	Summit Fire & Security	Facilities	$ 200.00	Dry Chemical Extinguisher Annual Service 4845 Midland Road
09/12/2023	864759	Summit Fire & Security	Library	$ 415.00	Annual sprinkler system inspection
09/12/2023	864759	Summit Fire & Security	Parking	$ 315.00	Wet/Dry Sprinkler Annual inspection 210 N. 27th Street
09/12/2023	864761	Sunset Excavation	Water	$ 21,473.10	WO 23-43 Water Service Repairs
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 19.80	919764894 - 1030617
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 171.00	919764894 - 1031011
09/12/2023	864763	Tennant Sales & Service	Facilities	$ (6.00)	919764894 - 1031011
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 972.80	919764894 - 1033372
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 629.30	919764894 - 1033375
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 8.80	919764894 - 1037495
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 11.40	919764894 - 1039757
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 134.00	919775513 - 1035052
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 225.00	919805818 - 1038681
09/12/2023	864763	Tennant Sales & Service	Facilities	$ 542.40	919809351 - 9003313
09/12/2023	864764	The Flathead River Trust	Gas Tax	$ 4,788.00	WO 09-12 Inner Belt Loop - Temporary Con
09/12/2023	864765	Thorn Run Partner	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.
09/12/2023	864765	Thorn Run Partner	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.
09/12/2023	ACH	Town & Co Supply	Fleet	$ 7,720.67	439735
09/12/2023	ACH	Town & Co Supply	Fleet	$ 16,765.09	439735
09/12/2023	ACH	Town & Co Supply	Fleet	$ 8,875.69	439735
09/12/2023	ACH	Town & Co Supply	Fleet	$ 7,044.83	439735
09/12/2023	ACH	Town & Co Supply	Solid Waste	$ 27,327.70	439378
09/12/2023	ACH	Town & Co Supply	Transit	$ 7,282.24	439761. Unleaded Fuel
09/12/2023	ACH	Town & Co Supply	Water	$ 17,625.79	439273- Diesel
09/12/2023	ACH	Town & Co Supply	Water	$ 15,528.24	439273- Unleaded
09/12/2023	864774	Warren Transport	Storm Sewer	$ 550.95	WO 23-17 Schedule II, Cook Ave & 29th St W Improvements
09/12/2023	864774	Warren Transport	Storm Sewer	$ 13,517.20	WO 23-17 Schedule II, Cook Ave & 29th St W Improvements
09/12/2023	864776	Wegner Roofing & Solar	General	$ 12,732.00	cemetery roof replacement - 1287154
09/12/2023	864778	Western Municipal Const	Solid Waste	$ 266,928.65	WO 22-27 Landfill Gas Compliance Flare Installation
09/12/2023	864779	Western St Automation	Wastewater	$ 8,068.82	Nonpotable valve accuator for Aft

City Council Regular

Date:	10/09/2023
Title:	Public Hearing SID 1411 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621411

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1411.

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

SID 1411 - This project shall construct curb, gutter, drive approach, and street improvements to Park Lane west of Highwood Drive.

The individual property assessments for SID 1411 has been calculated and is ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with the assessment to each parcel being $12,096 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $24,191.74. The costs associated with SID 1411 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 6.93%.

Attachments

Resolution SID 1411

RESOLUTION 23-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1411, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1411 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1411 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A02964 LOWE, PAMELA EILEEN BEVER SUBD, S31, T01 N, R26 E, Lot 1, AMEND LTS 13 AND 14	$12,095.87	6.930	15
A02969 ST JOHN'S LUTHERAN MINISTRIES, INC BEVER SUBD, S31, T01 N, R26 E, Lot 17C, AMEND LTS 15-17	$12,095.87	6.930	15

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing and Resolution Re-levying and Reassessing SID 1417
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621417

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1417.

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

The assessments for SID 1417 have been completed by the Finance Division and are ready to be re-spread on the tax rolls. SID 1417 was originally spread based on estimated costs and is now being re-spread based on the completed construction costs.

This project includes installation of water and storm drain system improvements and reconstruction of the roadway to widen and implement a roundabout at the Annafeld Parkway intersection. The project will also install street lighting along Elysian Road and the subdivision streets for Annafeld Subdivision, Third Filing and Annafeld North Subdivision, First Filing. The construction contract was awarded at the 5/24/2021 City Council meeting, and bonds were sold.

Letters to property owners notifying them of this hearing and the proposed assessment amount have been sent.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The actual cost of the project was $2,445,935.75. This is 246,309.92 less than the original estimate that was spread to the district in 2021. The amount being assessed per property will be spread over the remaining 13 years of debt term, as stated in the resolution.

Attachments

Resolution Respread 1417

RESOLUTION 23 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1417, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1417 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1417 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A36451 JONES, JOSHUA RAY & JENNA CORINNE ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 11	$11,227.04	4.550	13
A36963 MCCALL PROPERTIES LLC ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 10, Lot 1	$13,609.38	4.550	13
A37179 MCCALL DEVELOPMENT INC ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 6, Lot 11, AMD (22)	$16,037.69	4.550	13

A37180 $11,230.32 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 14

A37181 $11,230.32 4.550 13
BIES, KENNETH E & CHRIS D
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 15

A37182 $12,499.48 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 16

A37183 $11,630.93 4.550 13
BOURGEOIS, KELLY & BRIAN
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 17

A37184 $8,948.14 4.550 13
KETTERLING, LAURA L
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 18

A37185 $8,839.77 4.550 13
O'DONNELL, SHAUNA & RON
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 19

A37186 $8,948.14 4.550 13
HUTCHINSON, ROBERT & CLAIRE
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 20

A37187 $10,399.54 4.550 13
UZELAC, AMBER N & BREEZE J
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 21

A37188 $10,248.49 4.550 13
KIERNAN, WADE E & AUTUMN K
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 22

A37189 $10,333.87 4.550 13
CLONCE, WESLEY A & BOBBIE J
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 2, Lot 23

A37190 $11,304.20 4.550 13
MCCALL, GREGORY J & ERIN M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 5, Lot 11

A37191 $8,481.85 4.550 13
HARPER, AMIRA
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 5, Lot 12

A37192 $15,926.04 4.550 13
JONES, MIKE & MARLEN
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 5, Lot 13

A37193 $12,103.79 4.550 13
CZARNECKI, AARON &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 5, Lot 14

A37194 $7,023.88 4.550 13
NELSON, STEVEN B & KATHY L
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 5, Lot 15

A37195 $6,971.34 4.550 13
NINA VENTURES LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 5, Lot 16

A37197 $10,458.65 4.550 13
BIES, JERRED E & KARLI M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 6, Lot 6

A37198 $10,836.27 4.550 13
TEICH, STEVEN M & MICHELLE L
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 6, Lot 7

A37199 $9,063.07 4.550 13
LUTZ, ANDREA R &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 6, Lot 8

A37200 $9,063.07 4.550 13
MRAZ, MCKENZIE
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 6, Lot 9

A37201 $9,063.07 4.550 13
ECONOM, ERIN M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 6, Lot 10

A37202 $7,454.04 4.550 13
LEVY, RYAN & CORY
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 10

A37203 $9,936.54 4.550 13
COWAN, DAWN M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 11

A37204 $5,299.92 4.550 13
DINA MARIE BROPHY REVOC TRUST
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 12

A37205 $9,473.53 4.550 13
SMITH, PARKER & DAVID
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 13

A37206 $6,357.28 4.550 13
BIG SKY SOUTH LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 14

A37207 $4,109.58 4.550 13
WASHINGTON, DOMINIC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 15

A37208 $4,109.58 4.550 13
BLOESSER, ALDONA & TREY

ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 16

A37209 $4,270.48 4.550 13
1757 ST GEORGE LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 17

A37210 $5,048.72 4.550 13
KENAMORE, CLAIRE
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 7, Lot 18

A37212 $5,286.79 4.550 13
PISENO, BYRON R
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 18

A37213 $3,021.02 4.550 13
MOORE FAMILY TRUST
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 19

A37214 $3,021.02 4.550 13
MARTIN, SPENCER &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 20

A37215 $3,021.02 4.550 13
QUEEN, REESE & CATHRYN
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 21

A37216 $3,021.02 4.550 13
DEENEY, CLARK J & LANA K
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 22

A37217 $6,179.96 4.550 13
FRANKHOUSER, JACK M &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 23

A37218 $5,812.18 4.550 13
EASLEY, JAMIE
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 24

A37219 $5,106.18 4.550 13
RICHESON LIVING TRUST
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 25

A37220 $6,771.03 4.550 13
MORGAN, KIMBERLY
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 26

A37222 $5,081.56 4.550 13
BREADMONT, MICHAEL A & DANIELLE M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 28

A37223 $4,728.56 4.550 13
KARCH, MARVEL A
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 29

A37224 $5,327.84 4.550 13

HART, KATHRYN E & HUBERT E JR
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 30

A37225 $5,997.71 4.550 13
JORDAN, JUDY
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 31

A37226 $4,469.14 4.550 13
MITCHELL, TATE AARON &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 32

A37227 $4,224.51 4.550 13
HIERSCHE, AMANDA K & TREVAN C
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 33

A37228 $5,432.91 4.550 13
HANSER, AUSTIN M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 34

A37229 $3,183.57 4.550 13
JOHNSON, CHERYL B
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 35

A37230 $3,530.00 4.550 13
BEAN, KYLE W
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 36

A37231 $4,861.55 4.550 13
OSTWALD, CODY M &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 37

A37232 $4,794.23 4.550 13
FUNYAK, ZACH R &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 38

A37233 $3,004.60 4.550 13
DEMETRIADES, LAURA J & LARRY A
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 39

A37234 $3,285.36 4.550 13
WILHELM 2004 TRUST
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 40

A37235 $4,584.07 4.550 13
WILHELM FAMILY TRUST
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 41

A37236 $4,584.07 4.550 13
KARVIN LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 42

A37237 $2,981.62 4.550 13
DSCHAAK, CHAD D & REN A
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 43

A37238 $3,283.72 4.550 13
GIAMPAOLI, SABRINA J
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 44

A37239 $5,324.55 4.550 13
DAJJA TRUST
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 8, Lot 45

A37240 $11,075.99 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 10, Lot 2

A37241 $2,631.57 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 10, Lot 3E

A37241A $2,791.91 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 10, Lot 3A

A37241B $2,425.72 4.550 13
VISION DEVELOPMENT GROUP
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 10, Lot 3B

A37241C $1,713.93 4.550 13
TJK VENTURES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 10, Lot 3C

A37241D $2,431.13 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 10, Lot 3D

A37242 $34,479.06 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 10, Lot 4

A37243 $13,911.48 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 10, Lot 5

A37244 $14,990.18 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 12, Lot 1

A37245 $11,185.99 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 12, Lot 2

A37246 $36,986.18 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 12, Lot 3

A37247 $8,795.44 4.550 13
RUFFIN, CHRIS A & HALEY M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 13, Lot 1

A37248 $7,419.56 4.550 13
STRATTON, KIMBERLEY M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 13, Lot 2

A37249 $7,413.00 4.550 13
HALVORSON, CHRISTINA E & BENJAMIN J
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 13, Lot 3

A37250 $8,626.33 4.550 13
GILLASPIE, DANIELLE R &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 1

A37251 $7,552.56 4.550 13
SONES, PHIL C & SHERRI L
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 2

A37252 $7,552.56 4.550 13
NELSON, GARRICK A
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 3

A37253 $5,910.70 4.550 13
FENEIS, JOEL H & PAIGE E
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 4

A37254 $5,910.70 4.550 13
HAMILTON, JUDY
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 5

A37255 $6,485.35 4.550 13
PORTER, NATHAN &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 6

A37256 $8,948.14 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 7

A37257 $7,880.93 4.550 13
STEEN, NICHOLAS J & ASHLEY L
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 14, Lot 8

A37258 $10,754.18 4.550 13
VAN SKIKE, JEREMIAH R & LISBETH R
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 1

A37259 $9,457.11 4.550 13
OGBURN, DENISE
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 2

A37260 $7,470.46 4.550 13
SCHREIBER, KATHY R & CHRISTOPHER M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 3

A37261 $7,552.56 4.550 13
BARBARA J BROWN LIVING TRUST

ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 4

A37262 $6,567.44 4.550 13
CHRISTMAN, CHERYL J &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 5

A37263 $6,567.44 4.550 13
HALL, ANDREW W &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 6

A37264 $7,552.56 4.550 13
GUGE, JASON RYAN & JANELL
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 7

A37265 $7,552.56 4.550 13
DICKINSON, LEWIS J & DEBORAH L
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 8

A37266 $7,552.56 4.550 13
WOOD, DARREN R & KATLYNN M
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 9

A37267 $7,552.56 4.550 13
CASARES, JOSH & RANDIE
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 10

A37268 $8,941.57 4.550 13
KURSCHNER, RILEY M & LINDI K
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 15, Lot 11

A37269 $9,030.23 4.550 13
QUICK, JUDY
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 1

A37270 $7,552.56 4.550 13
KLEIN, CAELEN M & AUSTIN A
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 2

A37271 $7,552.56 4.550 13
LEROY, JACQUES & TERI
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 3

A37272 $7,954.81 4.550 13
HOFFMAN, NICK B
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 4

A37273 $7,552.56 4.550 13
CALLAHAN, TERRENCE & JESSICA
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 5

A37274 $7,552.56 4.550 13
MORMILE, MELISSA & MICHAEL
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 6

A37275 $7,880.93 4.550 13

SEXTON, MELISSA &
ANNAFELD SUB 3RD FIL (22), S19, T01 S, R26 E, BLOCK 16, Lot 7

A37506 $4,836.28 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 4

A37507 $3,932.72 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 5

A37508 $3,930.56 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 6

A37509 $3,928.39 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 7

A37510 $3,927.31 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 8

A37511 $4,879.61 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 9

A37512 $4,877.45 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 10

A37513 $4,875.28 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 11

A37514 $5,877.42 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 12

A37515 $3,992.31 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 9

A37516 $4,983.62 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 10

A37517 $5,791.83 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 11

A37518 $5,791.83 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 12

A37519 $7,178.58 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 13

A37520 $6,198.10 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 14

A37521 $6,190.52 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 15

A37522 $7,286.92 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 16

A37523 $3,462.53 4.550 13
KENDALL, MICHELLE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 12

A37524 $3,120.18 4.550 13
ABURUHUH, HADEER
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 13

A37525 $3,120.18 4.550 13
LAMBRECHT, JACOB & TERRIE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 14

A37526 $3,120.18 4.550 13
BYBEE, HARVEY L & LINDA M
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 15

A37527 $3,120.18 4.550 13
MACK, STEVEN D & BERNIE GAIL
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 16

A37529 $5,596.82 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 18

A37530 $6,033.43 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 19

A37531 $6,123.35 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 20

A37532 $6,019.34 4.550 13
RESTAD, PENNE L &
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 21

A37533 $5,912.09 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 22

A37534 $6,983.57 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 23

A37535 $5,655.32 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 24

A37536 $4,834.11 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 25

A37537 $4,878.53 4.550 13
LANGEL, KENNEDY H & CONNOR J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 8

A37538 $4,862.28 4.550 13
CHOAT, WILLIAM M & LESLI J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 9

A37539 $4,983.62 4.550 13
ZAVATSKY, JOSEPH & NICOLE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 10

A37540 $4,983.62 4.550 13
SHEEHAN, TYLER
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 11

A37541 $4,983.62 4.550 13
KLEM, SHARON
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 12

A37542 $4,983.62 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 13

A37543 $5,200.30 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 14

A37544 $6,122.27 4.550 13
SWAN, KENNETH & CINDY
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 15

A37545 $4,457.09 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 1

A37546 $1,950.11 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 2

A37547 $1,798.44 4.550 13
MCCALL DEVELOPMENT INC

ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 3

A37548 $1,951.19 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 4

A37549 $3,004.26 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 5

A37550 $3,004.26 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 6

A37551 $1,950.11 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 7

A37552 $1,794.10 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 8

A37553 $1,950.11 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 9

A37554 $2,773.49 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 10

A37555 $4,576.26 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 11

A37556 $2,963.09 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 12

A37557 $2,963.09 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 13

A37558 $2,952.25 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 14

A37559 $3,350.94 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 18, Lot 15

A37561 $3,374.78 4.550 13
SLK ARROWCREEK LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 1

A37562 $1,950.11 4.550 13

JOHNSON, GARY LYNN & EILEEN GAIL
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 2

A37563 $1,794.10 4.550 13
SHAW, KENNETH J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 3

A37564 $2,710.65 4.550 13
BENSON, SEAN C
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 4

A37565 $2,710.65 4.550 13
CUDAHY, SEAN A & BRUCE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 5

A37566 $1,950.11 4.550 13
GANETE, AMANDA
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 6

A37567 $1,794.10 4.550 13
MATHEWS, BROOKE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 7

A37568 $2,710.65 4.550 13
BLAIR, SCOTT B & ALEXANDRA C
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 8

A37569 $2,710.65 4.550 13
MCCRARY, MOLLY (AKA) MOLLY E MCCRA
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 9

A37570 $1,953.36 4.550 13
MULLER, BECCA C & SIGFRID A
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 10

A37571 $1,806.02 4.550 13
BURNS REVOCABLE LIVING TRUST
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 11

A37572 $3,515.62 4.550 13
WILHELM, HANS M & ALICE B
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 19, Lot 12

A37573 $8,309.64 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 20, Lot 1

A37574 $2,166.79 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 20, Lot 2

A37575 $2,166.79 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 20, Lot 3

A37576 $2,166.79 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 20, Lot 4

A37577 $2,166.79 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 20, Lot 5

A37578 $413,656.14 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 20, Lot 6

A37579 $13,318.18 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 1

A37580 $4,983.62 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 2

A37581 $4,983.62 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 3

A37582 $4,333.58 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 4

A37583 $4,333.58 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 5

A37584 $4,983.62 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 6

A37585 $4,983.62 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 7

A37586 $4,983.62 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 8

A37587 $4,983.62 4.550 13
CAROL L HOLMGREN TRUST
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 9

A37588 $5,881.75 4.550 13
MEYERS, STEPHEN L & KATHERINE R
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 10

A37589 $7,349.75 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 11

A37590 $5,980.34 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 12

A37591 $5,980.34 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 13

A37592 $5,200.30 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 14

A37593 $5,980.34 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 15

A37594 $5,857.92 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 16

A37595 $7,096.24 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 17

A37596 $7,699.69 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 18

A37597 $6,500.37 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 1

A37598 $7,103.82 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 2

A37599 $5,359.56 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 3

A37600 $5,481.98 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 4

A37601 $4,766.94 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 5

A37602 $5,481.98 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 6

A37603 $5,481.98 4.550 13
MCCALL DEVELOPMENT INC

ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 7

A37604 $4,983.62 4.550 13
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 8

A37605 $5,904.50 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 1

A37606 $4,983.62 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 2

A37607 $4,983.62 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 3

A37608 $4,333.58 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 4

A37609 $5,958.67 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 5

A37610 $12,852.32 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 6

A37611 $7,895.78 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 7

A37612 $7,096.24 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 8

A37613 $7,289.08 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 9

A37614 $7,096.24 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 10

A37615 $6,500.37 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 1

A37616 $6,671.55 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 2

A37617 $6,500.37 4.550 13

MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 3

A37618 $7,299.92 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 4

A37620 $6,216.52 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 1

A37621 $5,257.72 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 2

A37622 $5,267.47 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 3

A37623 $6,012.84 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 1

A37624 $4,983.62 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 2

A37625 $4,333.58 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 3

A37626 $22,451.07 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 4

C17796A $6,681.24 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 1

C18431 $11,704.19 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 2

C18432 $11,351.89 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 3

C18433 $11,351.89 4.550 13
WHIPPLE PROPERTIES 7 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 4

C18434 $14,910.47 4.550 13
WHIPPLE PROPERTIES 6 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 5

C18435 $5,910.81 4.550 13
WHIPPLE PROPERTIES 3 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 6

C18436 $11,077.88 4.550 13
WHIPPLE PROPERTIES 2 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 7

C18437 $10,412.42 4.550 13
WHIPPLE PROPERTIES 1 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 8

C18438 $4,074.58 4.550 13
WHIPPLE PROPERTIES 4 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 9

C18439 $4,163.55 4.550 13
WHIPPLE PROPERTIES 5 LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 10

C18440 $4,213.37 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 11

C18441 $7,823.55 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 1, Lot 12

C18443 $10,020.98 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 1

C18444 $11,077.88 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 2

C18445 $5,910.81 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 3

C18446 $11,351.89 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 4

C18447 $11,351.89 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 5

C18448 $11,351.89 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 6

C18449 $5,910.81 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 7

C18450 $11,077.88 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 8

C18451 $10,020.98 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 9

C18452 $4,352.15 4.550 13
SMITH, CHRISTOPHER RUSSELL &
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 10

C18453 $4,441.11 4.550 13
SMITH, CHRISTOPHER RUSSELL &
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 11

C18454 $4,441.11 4.550 13
MCCALL PROPERTIES LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 12

C18455 $4,441.11 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 13

C18456 $4,441.11 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 14

C18457 $4,441.11 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 15

C18458 $4,490.93 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 2, Lot 16

C18459 $7,428.55 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 3, Lot 1

C18460 $7,517.51 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 3, Lot 2

C18461 $7,517.51 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 3, Lot 3

C18462 $9,021.01 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 3, Lot 4

C18463 $7,597.58 4.550 13
SHI-TOWN PROPERTIES LLC

ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 1

C18464 $6,085.18 4.550 13
ITUARTE, FELIPE & DARCY
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 2

C18465 $6,885.86 4.550 13
WILLIAMS, BRIAN S
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 3

C18466 $6,885.86 4.550 13
RC PROPERTY INVESTMENTS LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 4

C18467 $6,085.18 4.550 13
RC PROPERTY INVESTMENTS LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 5

C18468 $6,885.86 4.550 13
RC PROPERTY INVESTMENTS LLC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 6

C18469 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 7

C18470 $6,085.18 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 8

C18471 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 9

C18472 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 10

C18473 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 11

C18474 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 12

C18475 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 13

C18476 $6,885.86 4.550 13
MCCALL DEVELOPMENT INC
ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 14

C18477 $6,085.18 4.550 13

MCCALL DEVELOPMENT INC ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 15				
C18478		$8,006.82	4.550	13
MCCALL DEVELOPMENT INC ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 16				
C18480		$8,006.82	4.550	13
MCCALL DEVELOPMENT INC ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 18				
C18481		$7,917.85	4.550	13
MCCALL DEVELOPMENT INC ANNAFELD NORTH SUB 1ST FIL (22), S18, T01 S, R26 E, BLOCK 4, Lot 19				

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing and Resolution Re-levying and Reassessing SID 1418
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621418

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1418.

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

The assessments for SID 1418 have been completed by the Finance Division and are ready to re-spread on the tax rolls. SID 1418 was originally spread based on estimated costs in 2021 and was re-spread in 2022 after construction was completed. It is now being re-spread a final time after additional expenses were identified on the completed construction costs that were not included in the 2022 re-spread.

This project constructed approximately 2,450 LF of roadway, including asphalt pavement, curb, gutter, drive approaches, storm sewer infrastructure, replacing approximately 2,350 LF of water main, sanitary sewer improvements, and landscaping along Holiday Avenue. The construction contract was awarded at the 6/28/2021 City Council meeting, and bonds were sold.

Letters to property owners notifying them of this hearing and the proposed assessment amount have been sent.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The actual cost of the project was $175,493.96. This is $69,059.73 less than the original estimate that was spread to the district in 2021. The amount being assessed per property will be spread over the remaining 13 years of debt term, as stated in the resolution.

Attachments

Resolution Respread 1418

RESOLUTION 23 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1418, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1418 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1418 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
C09239 BELL, RICHARD W & LORI A WEIL SUBD, S17, T01 S, R26 E, BLOCK 3, Lot 6	$37,722.92	3.600	13
C09240 BELL, RICHARD W & LORI A WEIL SUBD, S17, T01 S, R26 E, BLOCK 3, Lot 7	$39,403.00	3.600	13
D01896 WELLS, DANIEL (ETAL) S17, T01 S, R26 E, C.O.S. 2834, PARCEL 1	$77,125.92	3.600	13

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing SID 1419 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621419

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1419.

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

SID 1419 - This project shall construct street, curb and gutter, drive approach, driveway, water main, sanitary sewer main, and storm drain improvements to Charles Street.

The individual property assessments for SID 1419 has been calculated and is ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with assessments ranging from $98,399 to $201,017 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $752,068. The costs associated with SID 1419 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 6.93%.

Attachments

Resolution SID 1419

RESOLUTION 23-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1419, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 1419 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1419 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A27772 SCHOOL DISTRICT 2 BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 1, Lot 2A1,	$166,045.40	6.930	15
A27772A JONES FAMILY HOLDINGS LLC BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 1, Lot 2B1,	$201,017.70	6.930	15
A27773 RIDLEY USA INC BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 2, Lot 1, 4.	$166,046.20	6.930	15
A27774 SILVERGATE PROPERTY LLP BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 2, Lot 2	$98,399.30	6.930	15
A27775 E & M INVESTMENTS LLC BURLINGTON NORTHERN SUBD 17TH FILING, S08, T01 S, R26 E, BLOCK 2, Lot 3, 2.	$120,559.40	6.930	15

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing SID 1423 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	621423

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to allocate assessments for SID 1423.

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

SID 1423 - This project shall construct streetlights serving Annafeld Subdivision 4th filing.

The individual property assessments for SID 1423 has been calculated and is ready to be allocated to the benefiting properties. The total amount is allocated proportionately to individual properties, with assessments ranging from $3,432 to $16,489 spread over 15 years.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total amount to be spread is $523,740.25. The costs associated with SID 1423 are assessed per lot, per the attached resolution. The assessment is spread over a 15 year period, with an interest rate of 6.93%.

Attachments

Resolution SID 1423

RESOLUTION 23-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1423, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1423 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

SECTION 1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1423 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A37506 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 4	$5,319.22	6.930	15
A37507 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 5	$4,325.44	6.930	15
A37508 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 6	$4,323.05	6.930	15
A37509 MCCALL DEVELOPMENT INC ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 7	$4,320.67	6.930	15

A37510 $4,319.48 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 8

A37511 $5,366.88 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 9

A37512 $5,364.50 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 10

A37513 $5,362.11 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 11

A37514 $6,464.33 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 13, Lot 12

A37515 $4,390.98 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 9

A37516 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 10

A37517 $6,370.19 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 11

A37518 $6,370.19 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 12

A37519 $7,895.41 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 13

A37520 $6,817.03 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 14

A37521 $6,808.69 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 15

A37522 $8,014.57 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 14, Lot 16

A37523 $3,808.29 6.930 15
KENDALL, MICHELLE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 12

A37524 $3,431.75 6.930 15
ABURUHUH, HADEER
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 13

A37525 $3,431.75 6.930 15
LAMBRECHT, JACOB & TERRIE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 14

A37526 $3,431.75 6.930 15
BYBEE, HARVEY L & LINDA M
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 15

A37527 $3,431.75 6.930 15
MACK, STEVEN D & BERNIE GAIL
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 16

A37529 $6,155.71 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 18

A37530 $6,635.91 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 19

A37531 $6,734.81 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 20

A37532 $6,620.42 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 21

A37533 $6,502.46 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 22

A37534 $7,680.93 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 23

A37535 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 24

A37536 $5,316.83 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 15, Lot 25

A37537 $5,365.69 6.930 15
LANGEL, KENNEDY H & CONNOR J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 8

A37538 $5,347.81 6.930 15
CHOAT, WILLIAM M & LESLI J
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 9

A37539 $5,481.27 6.930 15
ZAVATSKY, JOSEPH & NICOLE
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 10

A37540 $5,481.27 6.930 15
SHEEHAN, TYLER
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 11

A37541 $5,481.27 6.930 15
KLEM, SHARON
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 12

A37542 $5,481.27 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 13

A37543 $5,719.59 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 14

A37544 $6,733.62 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 16, Lot 15

A37579 $14,648.10 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 1

A37580 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 2

A37581 $5,481.27 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 3

A37582 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 4

A37583 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 5

A37584 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 6

A37585 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 7

A37586 $5,481.27 6.930 15
MCCALL HOMES LLC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 8

A37587 $5,481.27 6.930 15
CAROL L HOLMGREN TRUST
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 9

A37588 $6,469.09 6.930 15
MEYERS, STEPHEN L & KATHERINE R
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 10

A37589 $8,083.68 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 11

A37590 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 12

A37591 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 13

A37592 $5,719.59 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 14

A37593 $6,577.53 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 15

A37594 $6,442.88 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 16

A37595 $16,273.42 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 21, Lot 17

A37597 $14,963.87 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 1

A37599 $5,894.75 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 3

A37600 $6,029.40 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 4

A37601 $5,242.96 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 5

A37602 $6,029.40 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 6

A37603 $6,029.40 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 7

A37604 $7,431.89 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 22, Lot 8

A37605 $6,494.12 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 1

A37606 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 2

A37607 $5,481.27 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 3

A37608 $4,766.32 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 4

A37609 $6,553.70 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 5

A37610 $14,135.72 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 6

A37611 $16,489.09 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 7

A37613 $8,016.96 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 9

A37614 $7,804.85 6.930 15
MCCALL DEVELOPMENT INC
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 23, Lot 10

A37615	$7,149.48	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 1			
A37616	$7,337.75	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 2			
A37617	$15,178.36	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 24, Lot 3			
A37620	$6,837.30	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 1			
A37621	$5,782.74	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 2			
A37622	$5,793.48	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 26, Lot 3			
A37623	$6,613.28	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 1			
A37624	$5,481.27	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 2			
A37625	$4,766.32	6.930	15
MCCALL DEVELOPMENT INC			
ANNAFELD SUB 4TH FIL (23), S19, T01 S, R26 E, BLOCK 27, Lot 3			

SECTION 2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

SECTION 3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

SECTION 4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing SID 2924 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612924

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk construction costs for SID 2924 (work order 21-11).

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

The improvements constituting the Highwood Drive Improvements will be the construction and installation of curbs, gutters, drive approaches, appurtenant improvements, storm sewer improvements, and asphalt pavement on Highwood Drive, between Poly Drive and Rimrock Road, including Highwood Circle, Circle Drive, and Highland Park Place, within the City of Billings. SID No. 2924 (work order 21-11) has been completed by the Finance Department and is ready to spread on the 2023 tax roll.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total cost spread to the district is $116,754.73. Assessments range from $364 to $11,929 spread over a 12 year period, at an interest rate of 6.47%. The amount assessed per property is stated in the resolution.

Attachments

Resolution SID 2924

RESOLUTION 23-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2924, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 2924 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2924 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A02951 CONWAY, DANA D & HIGHWOOD CIRCLE, S31, T01 N, R26 E, Lot 31	$5,341.41	6.470	12
A02956 DEBRA A REGER REVOCABLE TRUST BEVER SUBD, S31, T01 N, R26 E, Lot 9A, AMD LT 9-12	$10,104.39	6.470	12
A02957 KNUDSON, ERIC & DOMINIQUE BEVER SUBD, S31, T01 N, R26 E, Lot 9B, AMEND LT 9-12	$4,522.07	6.470	12
A02958 STICKA, DENNIS J & LAURIE G BEVER SUBD, S31, T01 N, R26 E, Lot 10A, AMEND LT 9-12	$8,418.52	6.470	12
A02959 RONALD AND LORREEN REITER LIVING TR BEVER SUBD, S31, T01 N, R26 E, Lot 10B, AMEND LT 9-12	$10,285.78	6.470	12

A02960 $7,687.58 6.470 12
AKRE, KATHLEEN A
BEVER SUBD, S31, T01 N, R26 E, Lot 11A, AMEND LT 9-12

A02961 $6,041.80 6.470 12
MCPHAIL, MATTHEW B &
BEVER SUBD, S31, T01 N, R26 E, Lot 11B, AMEND

A02962 $3,417.44 6.470 12
RENO, ABIGAIL &
BEVER SUBD, S31, T01 N, R26 E, Lot 12A

A02963 $6,005.05 6.470 12
RICHMOND, AUSTIN J & KAYCE S
BEVER SUBD, S31, T01 N, R26 E, Lot 12B, AMEND LT 9-12

A02966 $8,628.79 6.470 12
MEYER FAMILY TRUST
S31, T01 N, R26 E, C.O.S. 500, PARCEL 15A, AMD (53)

A02974 $521.23 6.470 12
BARRY, DAVID & SADIE
BEVER SUBD, S31, T01 N, R26 E, Lot 24, & W8' LT 25, AMD LT 3-4

A09006 $4,420.53 6.470 12
MARK T KLEIN 2014 SEPARATE PROPERTY
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 1

A09007 $6,961.31 6.470 12
GABEL, JEAN M
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 2

A09008 $3,683.24 6.470 12
WATSON, LAURA &
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 3

A09009 $6,236.96 6.470 12
REITZ, PAUL A & SUSAN J BALTER
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 4

A09010 $1,678.32 6.470 12
GILBERTZ, SUSAN J
HIGHLAND PARK SUBD 2ND FILING, S31, T01 N, R26 E, BLOCK 6, Lot 5

A09015 $364.86 6.470 12
(BLISS)-SERAFIN, DOMINIQUE NIKI
HIGHWOOD CIRCLE, S31, T01 N, R26 E, Lot 26

A09020 $11,928.98 6.470 12
CONWAY, DANA D &
HIGHWOOD CIRCLE, S31, T01 N, R26 E, Lot 31

A11220 $10,506.47 6.470 12
MITZMAN, IRVING E & KRISTINA L
MOUNTVIEW SUBD 3RD AMEND, S31, T01 N, R26 E, BLOCK 1, Lot 10 - 12

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing SID 2925 Allocation of Assessments
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	612925

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution to assess property owners for sidewalk construction costs for SID 2925 (work order 22-07).

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

The improvements constituting the Mullowney Lane Improvements will be the reconstruction of and improvements to Mullowney Lane from the Midland Road/South Frontage Road intersections south to Elysian Road, including two-way left turn lanes, sidewalk on the west side, 10-foot wide multi-use trail on the east side, curb and gutter, storm drain, irrigation, streetlights, and a signalized intersection at the Elysian Road/Mullowney Lane intersection located mid-way between the South Frontage Road and Elysian Road, within the City of Billings. SID No. 2925 (work order 22-07) has been completed by the Finance Department and is ready to spread on the 2023 tax roll.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The total cost spread to the district is $606,950. Assessments range from $15,877 to $114,956 spread over a 12 year period, at an interest rate of 6.47%. The amount assessed per property is stated in the resolution.

Attachments

Resolution SID 2925

RESOLUTION 23-

A RESOLUTION LEVYING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 2925, IN THE CITY OF BILLINGS, MONTANA

WHEREAS, the City created a special improvement district or project known as 2925 and;

WHEREAS, it is necessary to levy a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: LEVY AND ASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 2925 of the City of Billings, Montana, there is hereby levied and assessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A28393 ROCKY MOUNTAIN OIL, LLC KELLY SUBD, S18, T01 S, R26 E, BLOCK 1, Lot 1	$50,618.03	6.470	12
A30784 RUSH, BRUCE HOLIDAY BUSINESS PARK SUB, S17, T01 S, R26 E, BLOCK 1, Lot 1	$20,518.35	6.470	12
A35455 SLH INDUSTRIAL LLC ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 1	$66,950.48	6.470	12
C09246 RUSH, BRUCE WEIL SUBD, S17, T01 S, R26 E, BLOCK 4, Lot 1	$27,349.17	6.470	12

C13283A $27,415.43 6.470 12
MCCALL PROPERTIES LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 100, 26.392% COMMON AREA

C13283B $16,867.00 6.470 12
MCCALL PROPERTIES LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 200, 28.037% COMMON AREA

C13283C $15,877.37 6.470 12
BRITTANY'S DREAM LLC
MCCALL BUSINESS BUILDING, S18, T01 S, R26 E, UNIT 300, 45.571% COMMON AREA

C13294 $16,513.54 6.470 12
ORIGER LAND LLC
TITAN SUBD, S18, T01 S, R26 E, BLOCK 3, Lot 1, (02)

D01897 $24,953.61 6.470 12
APPLE FRITTER LLC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1A, AMD TR 1

D01898 $47,654.40 6.470 12
O E D LLC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 1B1, AMEND TR 1B

D01899 $78,893.21 6.470 12
BHCC II INC
S17, T01 S, R26 E, C.O.S. 1191, PARCEL 2B1, AMND 11.942 AC (2000)

D01901 $114,956.05 6.470 12
KHAN ORGANIZATION, LLC
S17, T01 S, R26 E, C.O.S. 1191 AMD, PARCEL 3A & 4A, 2ND AMD 106722 SQ FT

D01911 $98,383.35 6.470 12
SLH INDUSTRIAL LLC
ZEILER SUB (15), S18, T01 S, R26 E, BLOCK 1, Lot 2

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, October 9, 2023 at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper or general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the hearing as provided in section 7-12-4177, MCA.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED AND APPROVED this 9th day of October, 2023.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing and Resolution Setting PMD Annual Assessments for Fiscal Year 2024
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve the resolution setting the assessments for the City's Park Maintenance Districts.

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

The annual assessment resolution for the City's 36 Park Maintenance Districts (PMD's) has been calculated and allocated to each property within the district. Assessed amounts are consistent with the FY24 Budget adopted on June 22, 2023. The assessment method varies by district, as described in the attached resolution, consistent with the creation of each PMD.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, the Parks Department could stop maintaining the PMD parks or Council could direct staff to continue maintaining the parks and use General Fund or other resources for that purpose.

FISCAL EFFECTS

The total amount to be assessed for these PMD's is $1,344,825 for FY 24. Park maintenance district rates are calculated by estimating the expenses for maintenance, recovering actual expenditures, and planning for future equipment replacement within each district.

There are 6,495 properties in Billings that are within the boundaries of a Park Maintenance District. The average annual charge is $204 and the median annual charge is $148.

Gross amounts assessed for each PMD are shown below, with a comparison to prior year amounts:

PMD Name	FY23	FY24	Increase/ Decrease
Harvest	$ 196,000	$ 198,657	$ 2,657
Olympic	172,000	180,960	8,960
Parkland West	46,000	47,651	1,651
Kiwanis/Durland	20,000	23,236	3,236
High Sierra	73,000	79,448	6,448
Forest Park	2,000	1,948	-52
Woodland Estates	4,000	4,653	653
Terra West	22,000	24,872	2,872
Aspen Grove	9,000	9,005	5
Lakeview Drain	500	2,155	1,655
Montana Avenue	62,000	64,953	2,953
Country Manor (Village West-Circle 50)	46,000	48,256	2,256
Broadway/City Hall	40,000	41,773	1,773
Rush/Shiloh Point	13,000	13,579	579
Howard Heights	8,700	8,618	-82
Mission United (West end Bike Trail)	10,000	11,772	1,772
South Gate	5,000	6,014	1,014
Frances Park	22,000	24,167	2,167
Rolling Hills (Silver Spur Trail)	9,000	10,387	1,387
Dokken (Town and Country)	8,000	8,966	966
Lutheran Park	9,500	11,204	1,704
Rimrock West	50,000	53,451	3,451
Walden Grove	27,000	29,503	2,503
Rehberg Ranch	24,000	28,870	4,870
Uinta and Twin Oaks	41,000	42,861	1,861
Ironwood	117,000	122,166	5,166
Vintage Estates	7,000	7,795	795
Cottonwood	2,000	1,950	-50
Kings Green	12,000	12,752	752
Copper Ridge	98,000	101,151	3,151
Riverfront Pointe	1,000	1,394	394
Falcon Ridge	42,000	46,625	4,625
Josephine Crossing	12,000	10,000	-2,000
Terra West Entrance	3,500	4,613	1,113
Yellowstone Family Park	36,000	37,315	1,315
Annafeld Parks	20,000	22,105	2,105
Total Annual PMD Assesment	**$ 1,270,200**	**$ 1,344,825**	**$ 74,625**

Attachments

Resolution PMDs

RESOLUTION 23-

A RESOLUTION LEVYING AND ASSESSING ALL PROPERTY WITHIN PARK MAINTENANCE DISTRICTS AN AMOUNT EQUAL TO THE COST OF MAINTAINING THE IMPROVEMENTS IN SAID PARK MAINTENANCE DISTRICTS WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION.

WHEREAS, certain Park Maintenance Districts within the City have been created and constructed, and

WHEREAS, certain improvements within those Park Maintenance Districts require maintenance, and

WHEREAS, M.C.A. Section 7-12-4162 provides that the City may levy and assess the costs of maintenance against said districts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. MAINTENANCE OF IMPROVEMENTS. Certain improvements including trees, shrubs, grass and care thereof require maintenance with certain Park Maintenance Districts.

2. MAINTENANCE DISTRICT BOUNDARIES. The boundaries of the park maintenance districts are established by resolution and are on file in the City Clerk's office.

3. ASSESSMENT METHOD. The entire maintenance costs shall be assessed against the entire district, based on either square footage of the lot or a per lot basis of the entire district exclusive of streets, avenues, alleys and public places all as provided in M.C.A. Section 7-12-4162.

4. COST OF MAINTENANCE. The Parks Department estimates that the cost of maintenance for fiscal year 2024 for the following Park Maintenance Districts is:

PMD Name	Project Number	FY24	FY24 Assessment Rate	sq ft or per lot
Harvest	684001	198,657.00	0.046131	sq/ft
Olympic	684002	180,960.00	0.040512	sq/ft
Parkland West	684003	47,651.00	0.022584	sq/ft
Kiwanis/Durland	684004	23,236.00	0.033836	sq/ft
High Sierra	684005	79,448.00	0.010069	sq/ft
Forest Park	684006	1,948.00	0.003086	sq/ft
Woodland Estates	684007	4,653.00	0.005630	sq/ft
Terra West	684008	24,872.00	0.030025	sq/ft
Aspen Grove	684009	9,005.00	0.024312	sq/ft
Lakeview Drain	684010	2,155.00	0.008998	sq/ft
Montana Avenue	684011	64,953.00	0.117639	sq/ft
Country Manor (Village West-Circle 50)	684012	48,256.00	0.015623	sq/ft
Broadway/City Hall	684013	41,773.00	0.112813	sq/ft
Rush/Shiloh Point	684014	13,579.00	0.004779	sq/ft
Howard Heights	684015	8,618.00	0.007648	sq/ft
Mission United (West end Bike Trail)	684016	11,772.00	0.014346	sq/ft
South Gate	684017	6,014.00	0.002691	sq/ft
Frances Park	684018	24,167.00	129.93	per lot
Rolling Hills (Silver Spur Trail)	684019	10,387.00	346.23	per lot
Dokken (Town and Country)	684020	8,966.00	448.30	per lot
Lutheran Park	684022	11,204.00	157.80	per lot
Rimrock West	684023	53,451.00	220.87	per lot
Walden Grove	684024	29,503.00	0.036521	sq/ft
Rehberg Ranch	684025	28,870.00	0.011575	sq/ft
Uinta and Twin Oaks	684026	42,861.00	153.08	per lot
Ironwood	684027	122,166.00	0.018022	sq/ft
Vintage Estates	684028	7,795.00	69.60	per lot
Cottonwood	684029	1,950.00	0.001622	sq/ft
Kings Green	684030	12,752.00	255.04	per lot
Copper Ridge	684031	101,151.00	322.14	per lot
Riverfront Pointe	684032	1,394.00	13.40	per lot
Falcon Ridge	684033	46,625.00	300.81	per lot
Josephine Crossing	684036	10,000.00	0.006678	sq/ft
Terra West Entrance	684038	4,613.00	59.14	per lot
Yellowstone Family Park	684040	37,315.00	96.92	per lot
Annafeld Parks	684041	22,105.00	0.046394	sq/ft
Total Annual PMD Assessments		**$1,344,825.00**		

5. DISPOSITION OF COLLECTIONS. The monies collected from the assessment shall be paid into the respective Park Maintenance Funds.

6. NOTICE OF HEARING. On Monday, October 9th, 2023, at 5:30 o'clock p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice, at least six (6) days separating each publication in a newspaper of general paid

circulation with a periodicals mailing permit. The final publication was made no less than 5 days prior to the hearing as provided in Section 7-11-1025, MCA.

7. EFFECTIVE DATE. This Resolution shall be effective upon adoption.

PASSED AND APPROVED by the City Council on the 9th day of October, 2023.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing and Resolution Adopting Parking Rates and Fees and Repealing Resolution 20-10891
Presented by:	Tracy Scott, Parking Manager
Department:	Parking
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

The Billings Parking Board and City Staff recommend that the City Council adopt the resolution establishing new downtown rates for meters, meter bags, bus bags, permits, garage monthly and hourly parking, parking validations, and lots for FY'24 - FY'26 and repealing Resolution 20-10891. The rates were reviewed by the City Council Budget and Finance Committee.

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

The Parking Division previously increased rates in FY'20 with an increase of 5% for the next 3 years. In FY'23, the Parking Division opted to not propose any rate increases giving businesses time to rebound from the aftereffects of the Pandemic.

Currently, Parking receives $130,000 annually from the Downtown TIF to cover the Park 2 Expansion, Light Enhancement Loans.

Later this year, a parking garage condition assessment will be scheduled for Park 1, 1st Ave N Garage, and Park 3, to determine the areas in need of restoration and then prioritizing those needs. The previous restoration project was just under one million dollars financed through TIF. The restoration project was conducted over a three-year time period.

ALTERNATIVES

City Council may:

- Approve the recommended changes supported by the Billings Parking Board and Parking Staff.
- Not Approve the rate resolution and leave rates unchanged. This action would result in the immediate need to find other means to cover operations and capital replacement.

FISCAL EFFECTS

New rates included in FY'24 Budget:
Revenues - $2,566,498
Expenses - $2,057,972
Net Gain - $508,526

Monthly Permit Parking Fees will increase by 5% in FY'25 and another 5% in FY'26.

Attachments

Parking Rates Resolution

RESOLUTION 23-_____

A RESOLUTION INCREASING PARKING RATES AND REPEALING RESOLUTION 20-10891

WHEREAS the fees for parking in metered and parking garages, City owned parking spaces were last set July 2020 by Council Resolution No. 20-10891; and,

WHEREAS the fees for parking in metered and parking garages, City owned parking spaces were last set July 2019 by Council Resolution No. 19-10811; and,

WHEREAS the fees should be increased to reflect the cost of services, construction, and maintenance more accurately, and to reflect the increased inflation costs since 2019 and 2020; and

WHEREAS the City Council has duly considered the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. The monthly reserved parking fees for all City owned parking shall be as follows:

	FY2024	FY2025	FY2026
General Reserved	$70.00	$73.50	$77.00
Basement/Assigned	$140.00	$147.00	$154.00
Roof Reserved	$35.00	$36.75	$38.50

Monthly discount per space for volume renters shall be as follows:

Five or more spaces	5%
Twenty-five or more spaces	10%
One hundred or more spaces	15%

2. The hourly rate for all City owned parking garages shall be $1.25 per hour for each hour or part of an hour with a maximum charge of $15.00 per day.

3. The hourly rate for on-street parking meters will be $1.50 for the first hour, $1.50 for the second hour, $3.00 for the third hour and $3.50 for the fourth hour with a maximum four-hour time limit. Electric Vehicle Charging Station Meters will be $3.00 per hour with a maximum five-hour time limit.

4. The monthly permit lot rate shall be $85.00 per month.

5. The bus bag rate shall be $10.00 per bag per day.

6. The meter bag rate shall be $20.00 per bag for the first day and $10.00 per bag for each additional day.

7. The Parking Division and/or Downtown Billings Association (DBA) may sell monthly residential and/or worker permits for parking at locations designated for downtown residents and/or employees. The City Administrator or designee shall establish the rates of the monthly permits.

8. The “Green Meter Project” proposed by the Downtown Billings Association (DBA) is approved so that one parking meter on each side of each block may be designated a “green meter”. The hourly rate at a green meter will be $1.50 for the first hour, $1.50 for the second hour, $3.00 for the third hour and $3.50 for the fourth hour with a maximum four-hour time limit for all green meters and the city and the DBA will equally share revenues from green meters. The DBA will provide signage for green meters. The signage is subject to approval of the Billings Parking Board.

9. The fees in this Resolution supersede fees previously set by the City Council and may be changed by subsequent Council action.

10. NOTICE OF HEARING. On Monday, October 9, 2023, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, with at least six (6) days separating each publication, in the *Yellowstone County News*.

11. REPEALER. Resolution No. 20-10891 is hereby repealed.

12. EFFECTIVE DATE. This Resolution shall be effective November 1, 2023.

PASSED by the City Council and APPROVED this ____ day of _____, 2023.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	10/09/2023
Title:	Public Hearing and Resolution Annexation 23-08
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-23-00162

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)

Performance Engineering, on behalf of G2 Investments LLC, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located South of S Frontage Road Riverside Drive and west of Sugar Avenue. The land being annexed is described as being Parcels of Land situated in the NE 1/4 of Section 15, T.1S., R.26E., Yellowstone County, Montana, more particularly described as follows: Lots 3, 4, 5, 6 and 7 of Riverside Acreage Tracts Subdivision, recorded November 9, 1960, under Document No. 651367, less portions of said parcels for Right-Of-Way purposes in Judgment and Final Order of Condemnation documents, Book 830, Page 4, under Document No.766608, Book 830, Page 8, under Document No. 766609, and Book 830, Page 12, under Document No. 766610, recorded November 19, 1965, respectively, and Quit Claim Deed Book 1394, Page 248 under Document No. 1679259 recorded April 14, 1993, all documents on file and of record in the office of the Yellowstone County Clerk and Recorder; Said annexation containing 10.186 gross net acres, more or less.

The property is zoned CX -- Heavy Commercial. This is a zoning district recognized by the City.

Annexation Policy Criteria

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 Zone 1 of the Limits of Annexation Map, as shown on the Limits of Annexation Map Exhibit.
2. The City will be able to provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City. The Annexation Agreement, which is a condition of 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 must meet City standards. 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 the creation of Special Improvement Districts. Waiver of Right to Protest the creation of Special Improvement Districts is part of the conditions of approval.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance district. This does not apply to this annexation as they are all commercial properties.
6. Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents. This does not apply to this annexation as they are all commercial properties.
7. The proposed land use within the area to be annexed shall conform to the goals of the Adopted City of Billings Growth Policy:
    - Essential Investments (relating public and private expenditures to public values)
        - The safety of all users and the connectivity of the transportation system are important criteria to consider in roadway designs and transportation plans.
        - Infill development and development near existing City infrastructure may be the most cost-effective.

        - Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable.
    - 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.
        - Retaining and supporting existing businesses helps sustain a healthy economy.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for connecting to the sanitary sewer main and water main in South Frontage Road along the frontage of the above-described property, and shall be responsible for payment of the system development fees.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from South Frontage Road. The Public Right-of-way along South Frontage Road will be dedicated to the City of Billings.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. The nearest fire station is Station #2, located at 503 S 28th Street, approximately 1.82 road miles or 4 minutes driving time to the subject property.
- Parks: The subject property is zoned Heavy Commercial, which is not a zoning that triggers any park land or cash-in-lieu contributions under subdivision or zoning regulations. Riverfront Park, a regional City Park, is to the west of the subject property and could be utilized by employees of business that may occupy this area in the future. The developer will be required to construct a 10-foot wide multi-use trail along the Frontage Road. The path shall be constructed at the time of lot development. The Developer also is required to provide trail easements along the eastern edge of the subject property and along the southern portion of the property, paralleling the Yellowstone River, that are buildable for a future multi-use trail.
- School facilities: The School district did not raise any special requests or concerns during their review of this proposal. This is typical of annexation of commercial annexations.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: The annexed area is not directly serviced by a MET Route. The nearest MET Route currently operates through the intersection of King Avenue East and Jackson Street. This intersection is approximately 1 mile from the proposed annexation location via roadway. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- Police: This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Continued annexation and development without commensurate resources has affected their 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, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not

raise concerns that cannot be mitigated. These decisions have a cumulative effect, therefore, City Council is being provided with a recommendation of approval.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the Annexation Agreement and Ward Boundary Ordinance. On August 17, 2023, the annexation petition was submitted to the Planning Division by the owner's agent. On October 9th, 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

Annexation Resolution 23-08
Limits of Annexation

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 NE 1/4 of Section 15, T.1S., R.26E., Yellowstone County, Montana, more particularly described as follows:

Lots 3, 4, 5, 6 and 7 of Riverside Acreage Tracts Subdivision, recorded November 9, 1960, under Document No. 651367,

Less portions of said parcels for Right-Of-Way purposes in Judgement and Final Order of Condemnation documents, Book 830, Page 4, under Document No.766608, Book 830, Page 8, under Document No. 766609, and Book 830, Page 12, under Document No. 766610, recorded November 19, 1965 respectively, and Quit Claim Deed Book 1394, Page 248 under Document No. 1679259 recorded April 14, 1993, all documents on file and of record in the office of the Yellowstone County Clerk and Recorder;

Said annexation containing 10.186 gross net acres, more or less.

(# 23-08) See Exhibit “A” Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, 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.

3. 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.

4. 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 9th day of October, 2023.

CITY OF BILLINGS:

BY: _____

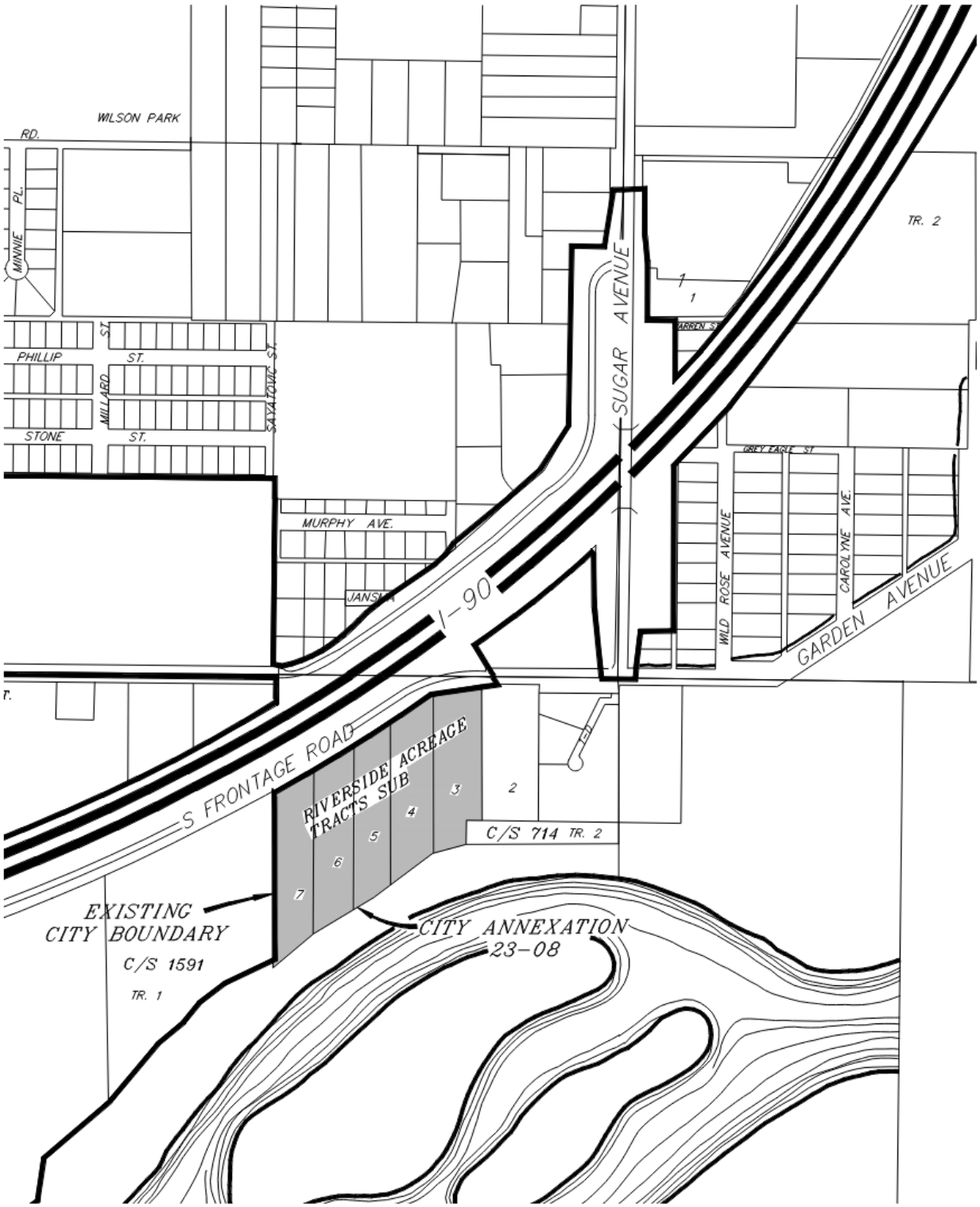
William A. Cole, Mayor

ATTEST:

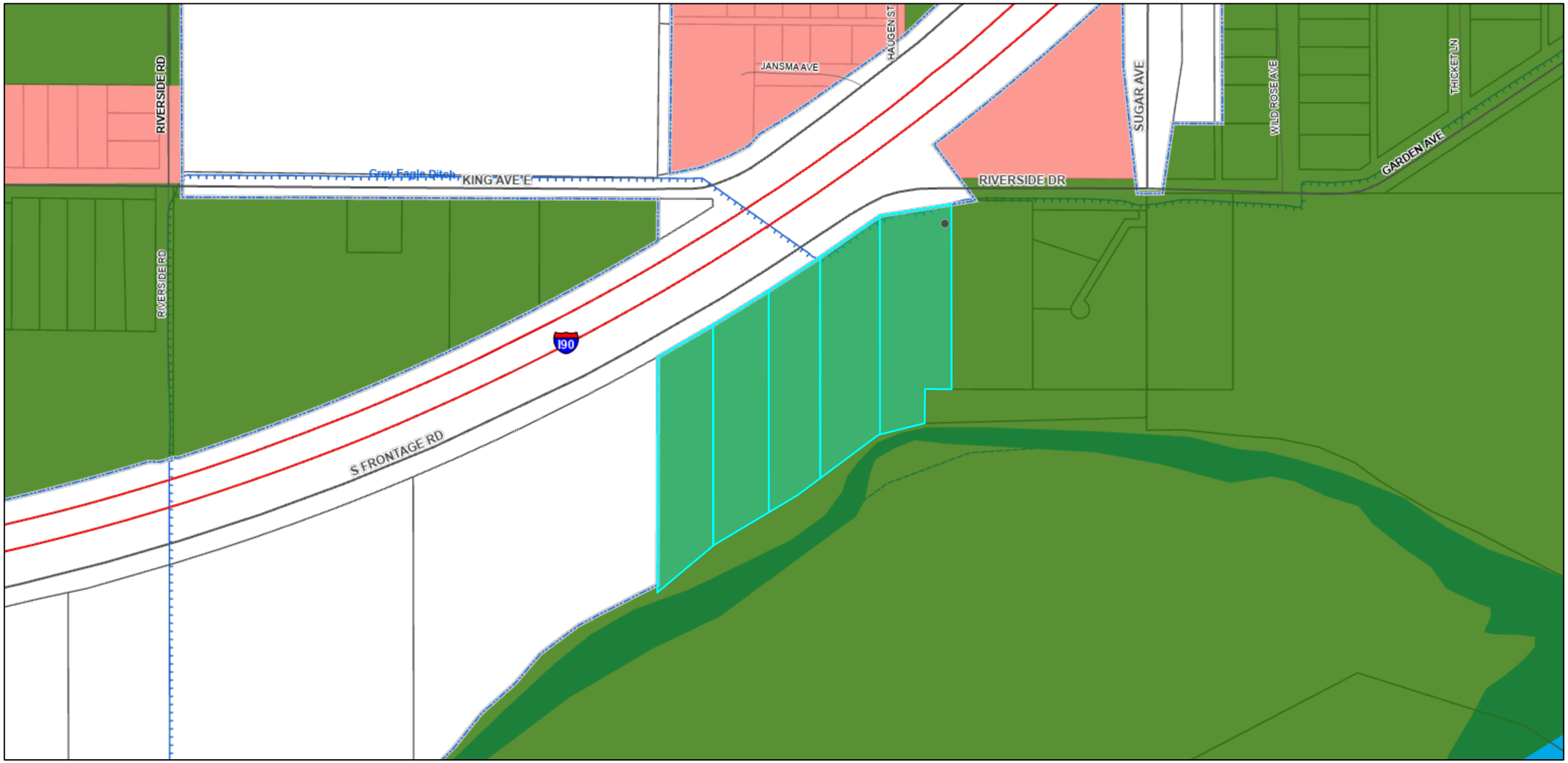
BY: _____

Denise R. Bohlman, City Clerk
(# 23-08)

EXHIBIT "A"


WILSON PARK
RD.
MINNIE PL.
PHILLIP ST.
MILLARD ST.
SAYATOUK ST.
STONE ST.
MURPHY AVE.
JANSEN
I-90
SUGAR AVENUE
TR. 2
1
1
GREY EAGLE ST.
WILD ROSE AVENUE
CAROLYNE AVE.
GARDEN AVENUE
S FRONTAGE ROAD
RIVERSIDE ACREAGE TRACTS SUB
2
3
4
5
6
7
C/S 714 TR. 2
EXISTING CITY BOUNDARY
C/S 1591
TR. 1
CITY ANNEXATION 23-08

Limits of Annexation Map



9/14/2023, 9:58:56 AM

1:4,514

0 205 410 820 ft

0 62.5 125 250 m

Limits of Annexation
- Zone 1 Petition Area
- Zone 3 County Developed Area

Streams, Ditches, Canals
- Canal or Ditch
- Other
- Water Body

- Tax Parcels
- Billings City Limits

Road Centerline
- INTERSTATE
- ARTERIAL
- COLLECTOR
- STREET

Web AppBuilder for ArcGIS

City Council Regular

Date:	10/09/2023
Title:	Annexation Agreement with G2 Investments, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	NA

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with G2 Investments, LLC.

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

City Council will consider annexation of Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision. The property proposed to be annexed is located along the South Frontage Road west of Sugar Avenue. Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site, construction of water, sanitary sewer, and storm drain. The Annexation Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat. The Annexation Agreement for this Council action generally includes the following conditions or improvements:

- Requirement for access;
- Requirements for extension of the sanitary sewer main along the South Frontage Road;
- Requirements for construction of a multi-use path along the South Frontage Road;
- Requirements for easements for the construction of a multi-use path along the southern and eastern boundaries of the property; and
- Outlines requirements for a traffic impact study.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There are several requirements of the Annexation Agreement that would not be required upon site development. Section 2 requires the extension of a sanitary sewer main along the South Frontage Road. Since there is public right-of-way to the north of the sewer extension (Interstate 90) and no developable land, the City would typically pay for one-half of the cost of the extension if a compensation request is made by the Developer. Staff estimates one-half of the sewer cost to be about $100,000 and would be paid from wastewater funds budgeted annually for this specific compensation purpose. There is an existing water main along the frontage of the Developer Tracts. Approximately 700-feet of the existing water main along the property frontage was constructed in 2022 by TPA (the developer to the west). TPA was reimbursed by the City and SBURA for the construction of the water main. The City reimbursed for one-half of the cost of construction due to the public right-of-way (Interstate 90) on the north side of the South Frontage Road. SBURA reimbursed for the other half of the cost of construction of the water main. The remaining 200-feet of water main along the frontage of the Developer Tracts was constructed in 1938. With this in mind, the City is not requesting reimbursement for a portion of the existing water main.

Section 5 requires the dedication of public right-of-way, if needed. Section 7 requires the construction of a multi-use path along the South Frontage Road along with the requirements of easements along the southern and eastern boundary of the property for a future multi-us path. These costs are Developer costs.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no

financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Agreement

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 2023, by and between G2 Investments, LLC, PO Box 2023, Fargo, ND 58107 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

> Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision, according to the official plat of file and of record in the office of the Clerk and Recorder of said County, under Document No. 651367
>
> hereinafter referred to as "Developer Tracts"

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

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

1. *Roads and Access.* The Developer Tracts will be accessed by way of approaches along South Frontage Road. Said approaches, including design

and number of approaches, must be reviewed and approved by the Montana Department of Transportation (MDT) and the City of Billings, who may require a traffic impact study at the time of development. The approaches must meet current MDT and City codes and regulations.

2. *Sanitary Sewer.* The Developer Tracts will be served by extending the existing sanitary sewer main in South Frontage Road. DEVELOPER will be responsible for connecting, constructing and extending sewer services from the sanitary sewer main in South Frontage Road to the property lines. DEVELOPER shall be responsible to construct a 12-inch sanitary sewer main along the South Frontage Road to the easternmost property line of the Developer Tracts. DEVELOPER shall dedicate any right-of-way necessary to extend the sanitary sewer main. If requested by DEVELOPER, City staff will forward a Compensation Agreement to City Council for approval of one-half of the cost to construct the sanitary sewer main since there are no property owners along the north side of the South Frontage Road.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

3. *Water.* The Developer Tracts will be served by an existing water main in South Frontage Road. DEVELOPER will be responsible for connecting, constructing and extending water services from the water main in South Frontage Road to the property lines. DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018). Stormwater services will be connected and extended at DEVELOPER's cost to the City-County Storm Drain located in South Frontage Road. Improvement plans must be submitted to the City of Billings and Montana Department of Transportation for approval.

5. *Right-of-Way.* Public right-of-way will be dedicated at no cost to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan, in accordance with the City of Billings Subdivision Regulations.

6. *Street Improvements.* DEVELOPER may be required to complete a traffic impact study at the time of development that will determine required improvements to South Frontage Road. The traffic impact study, if required, will be submitted for review and approval by the City of Billings and Montana Department of Transportation. The traffic study shall be prepared and paid for by DEVELOPER. Any street improvements required per the traffic study shall be installed at the DEVELOPER's cost.

7. *Sidewalks and Multi-use Trail*. DEVELOPER shall construct a 10-foot wide multi-use trail generally parallel and along the South Frontage Road along the entire lot frontage of Developer Tracts. The trail can be located within or outside of the Frontage Road right-of-way. If the trail is placed outside of the South Frontage Road right-of-way, DEVELOPER shall grant to the City a public easement for the trail at no cost to the City. The trail shall be constructed at the time of lot development. The development shall be responsible for the maintenance of the trail after construction.

   DEVELOPER shall grant to the City of Billings a 20-foot-wide easement along the eastern property line of the Developer Tracts for a future multi-use trail running north to south. DEVELOPER shall grant to the City of Billings a 30-foot-wide easement along the southern portion of the property, paralleling the Yellowstone River, that is buildable for a future multi-use trail. The easement would allow the construction of a multi-use trail along with amenities associated with the trail. These easements shall be granted at no cost to the City.

8. *Future Intersection Contributions.* A traffic impact study will be required if Developer Tracts are developed to determine DEVELOPER's contributions to future intersection improvements if development exceeds 500 trips/day. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.

9. *Public Improvements.* Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tracts, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or

relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer Tracts can be included in a Special Improvements District for improvements identified in the Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, policies, and fees that are applicable to the development, redevelopment, or use of the subject property. Final plats or other dedications of the Developer Tracts will be transmitted to the City for City Council acceptance of dedication of right-of-way and public easements. Dedications, deeds or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

"DEVELOPER" G2 Investments LLC

By: _____

Title: _____

STATE OF _____)
:ss.
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of G2 Investments LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of _____
Printed name:_____
Residing at:_____
My commission expires:_____

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

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

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

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and park maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

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

Lots 3, 4, 5, 6, and 7 of Riverside Acreage Tracts Subdivision, according to the official plat of file and of record in the office of the Clerk and Recorder of said County, under Document No. 651367

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

"DEVELOPER" G2 Investments LLC

By: _____

Title: _____

STATE OF _____)
:ss.
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of G2 Investments LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of _____
Printed name:_____
Residing at:_____
My commission expires:_____

City Council Regular

Date:	10/09/2023
Title:	Ward Boundary Expansion Ordinance First Reading - Annexation 23-08
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-23-00162

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward I.

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

Performance Engineering, on behalf of G2 Investments LLC, submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located South of S Frontage Road/ Riverside Drive and west of Sugar Avenue. The land being annexed is described as being Parcels of Land situated in the NE 1/4 of Section 15, T.1S., R.26E., Yellowstone County, Montana, more particularly described as follows: Lots 3, 4, 5, 6 and 7 of Riverside Acreage Tracts Subdivision, recorded November 9, 1960, under Document No. 651367, Less portions of said parcels for Right-Of-Way purposes in Judgement and Final Order of Condemnation documents, Book 830, Page 4, under Document No.766608, Book 830, Page 8, under Document No. 766609, and Book 830, Page 12, under Document No. 766610, recorded November 19, 1965 respectively, and Quit Claim Deed Book 1394, Page 248 under Document No. 1679259 recorded April 14, 1993, all documents on file and of record in the office of the Yellowstone County Clerk and Recorder; Said annexation containing 10.186 gross net acres, more or less.

Upon Council Approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon approval, the second reading will occur on October 23rd, 2023.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of Ward I 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 23-08

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 I 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 I the following described real property:

Parcels of Land situated in the NE 1/4 of Section 15, T.1S., R.26E., Yellowstone County, Montana, more particularly described as follows:

Lots 3, 4, 5, 6 and 7 of Riverside Acreage Tracts Subdivision, recorded November 9, 1960, under Document No. 651367,

Less portions of said parcels for Right-Of-Way purposes in Judgement and Final Order of Condemnation documents, Book 830, Page 4, under Document No.766608, Book 830, Page 8, under Document No. 766609, and Book 830, Page 12, under Document No. 766610, recorded November 19, 1965 respectively, and Quit Claim Deed Book 1394, Page 248 under Document No. 1679259 recorded April 14, 1993, all documents on file and of record in the office of the Yellowstone County Clerk and Recorder;

Said annexation containing 10.186 gross net acres, more or less.

(# 23-08) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 23-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and

alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 9th day of October, 2023.

PASSED by the City Council on the second reading this 23rd day of October, 2023.

THE CITY OF BILLINGS:

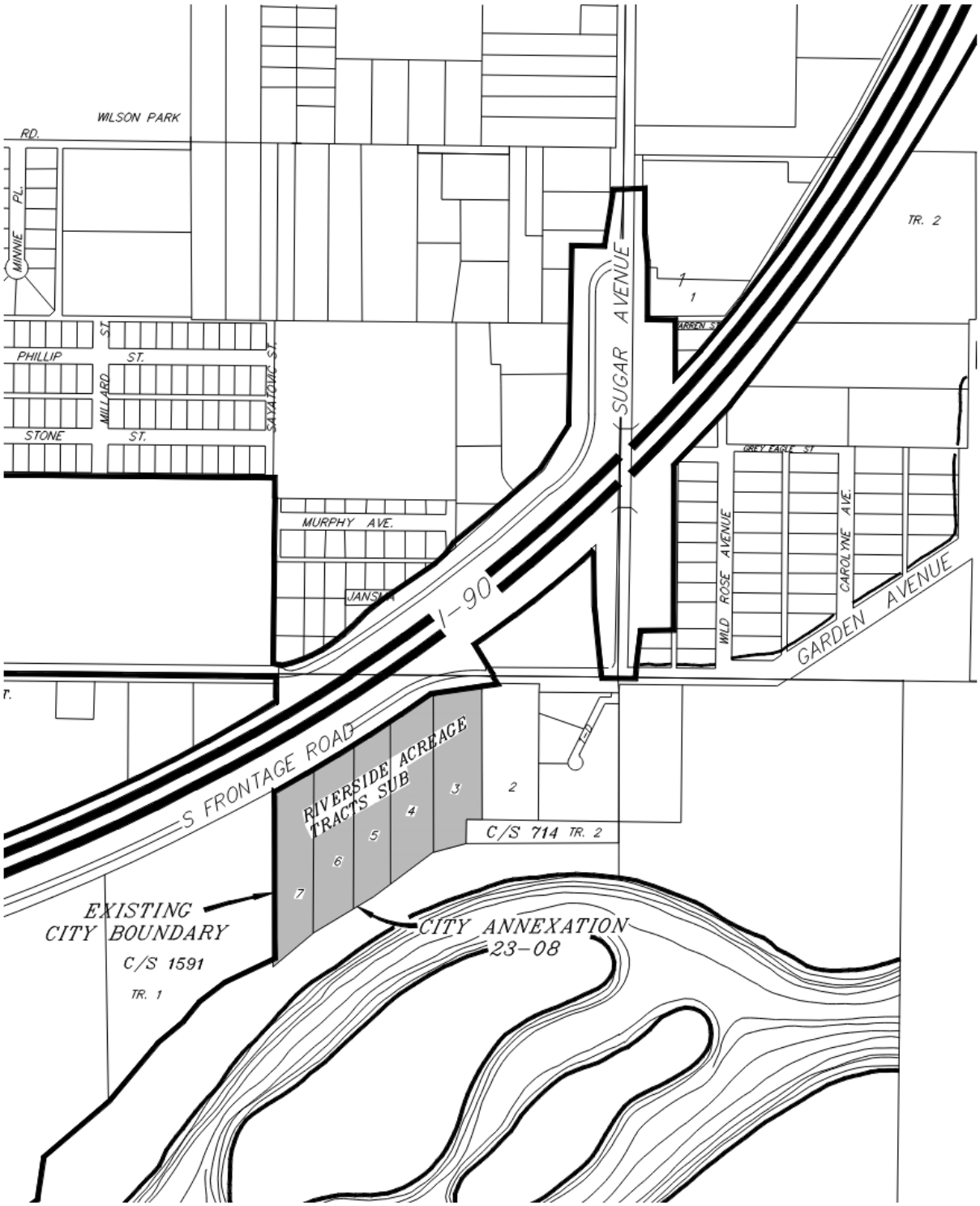
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#22-08)

EXHIBIT "A"


WILSON PARK
RD.
MINNIE PL.
PHILLIP ST.
MILLARD ST.
SAYATOVE ST.
STONE ST.
MURPHY AVE.
JANSEN
I-90
SUGAR AVENUE
TR. 2
GREY EAGLE ST
WILD ROSE AVENUE
CAROLYNE AVE.
GARDEN AVENUE
S FRONTAGE ROAD
RIVERSIDE ACREAGE TRACTS SUB
1
2
3
4
5
6
7
C/S 714 TR. 2
EXISTING CITY BOUNDARY
C/S 1591
TR. 1
CITY ANNEXATION 23-08

City Council Regular

Date:	10/09/2023
Title:	Public Hearing and First Reading Ordinance Amending BMCC, Article 22-407, Encroachment Permit Required
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve first reading of the ordinance amending Billings, Montana City Code (BMCC), Article 22-407, Encroachment Permit Required.

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

There is a potential for requests for small cell facilities to be installed within the right of way. City staff has developed language to add to Billings, Montana City Code (BMCC) Section 22-407, Encroachment permit required, to require installers to apply for an encroachment permit and enter into a license agreement before installing the facilities. The language proposed to be added is as follows:

An applicant seeking to install and operate a small cell wireless facility in the public right-of-way shall obtain a revocable encroachment permit and enter into a license agreement with the City prior to constructing, attaching, and operating a small cell wireless facility in the public right-of-way.

In addition to the ordinance, a resolution is needed and is also being considered by City Council on this meeting agenda. The resolution will direct the City Administrator to develop and publish uniform standards managing the deployment of small cell wireless facilities in the public rights-of-way; to develop an encroachment permit application form and procedures for submission of applications for deployment or modification of small cell wireless facilities in the public rights-of-way; to develop a license agreement which permitee shall enter into with the City prior to constructing, attaching, or operating a small cell wireless facility on city infrastructure in the public rights-of-way; to take such other steps as may be required to timely act upon applications for placement of wireless facilities, including issuing written decisions and entering into tolling agreements to mutually extend the time for action on an application.

The modified ordinance language in addition to the approved resolution will enable the City to effectively manage the deployment of small cell facilities in the rights of way. If approved, this ordinance will have a second reading on October 9, 2023, and if approved then, would go into effect 30 days from the approval date.

ALTERNATIVES

City Council may:

- Approve the amendment to BMCC, Article 22-407 Encroachment Permit Required; or,
- Not approve the amendment. If the amendment is not approved, the process to permit small cell facilities in the right of way will not be defined.

FISCAL EFFECTS

There are minimal fiscal effects as a result of adopting this ordinance. There are fees that are defined by the Federal Communication Commission (FCC) for small cell facilities in the rights of way that could be collected with or without the ordinance and the city has right of way permit fees that would still be in effect. However, without the ordinance, an encroachment permit and license agreement would not be required so the fees would not be as clearly defined.

Attachments

Ordinance redlined
Ordinance clean copy
Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT SECTION 22-407 OFTHE BILLINGS, MONTANA CITY CODE BE AMENDED BY ADDING ENCROACHMENT PERMIT REQUIREMENTS FOR SMALL CELL WIRELESS FACILITIES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 22-407, Billings, Montana City Code, be amended to read as follows:

Sec. 22-407. Encroachment permit required.

(a) No encroachment on any public right-of-way or public property shall be allowed except by authority of an encroachment permit issued by the city administrator or his designee. An applicant seeking to install and operate a small cell wireless facility in the public right-of-way shall obtain a revocable encroachment permit and enter into a license agreement with the City prior to constructing, attaching, and operating a small cell wireless facility in the public right-of-way. Application for an encroachment permit shall be made on the forms and in accordance with the procedure prescribed by the city administrator. A fee for the permit application shall be charged to cover the administrative costs of processing as prescribed by council resolution. If the issuance of the permit is approved, the city administrator or his designee shall issue the permit. If the permit is denied, the applicant shall be provided with a statement of the reasons therefore, which reasons shall be entered in writing on the application. The applicant shall be entitled to appeal the denial of the permit to the city council as provided in subsection (b) below.

(b) From the date of denial of the permit, the applicant shall have ten (10) days in which to submit a written notice appealing such denial to the city council. The notice of appeal shall be filed with the city clerk and shall state reasons supporting the grant of the encroachment permit, the applicant's correct mailing address and telephone number, shall be signed by the applicant and shall be accompanied by the processing fee as prescribed by council resolution. The appeal shall be placed on a city council agenda not more than twenty-one (21) days after receipt of notice. The applicant shall be notified in writing by certified mail, return receipt requested, of the date and time the matter will be considered on the agenda. In addition, notice of the hearing shall be published once in the official city legal newspaper prior to the hearing. The notice shall include the proposed encroachment encroaches, the extent of the encroachment and the duration. The applicant and all other interested persons may appear at the time and place and be heard either for or against.

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 and ordinances 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 or application, and, to this end, the provisions of this ordinance are declared severable.

PASSED by the City Council on first reading the 9th day of October, 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 NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT SECTION 22-407 OFTHE BILLINGS, MONTANA CITY CODE BE AMENDED BY ADDING ENCROACHMENT PERMIT REQUIREMENTS FOR SMALL CELL WIRELESS FACILITIES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 22-407, Billings, Montana City Code, be amended to read as follows:

Sec. 22-407. Encroachment permit required.

(a) No encroachment on any public right-of-way or public property shall be allowed except by authority of an encroachment permit issued by the city administrator or his designee. An applicant seeking to install and operate a small cell wireless facility in the public right-of-way shall obtain a revocable encroachment permit and enter into a license agreement with the City prior to constructing, attaching, and operating a small cell wireless facility in the public right-of-way. Application for an encroachment permit shall be made on the forms and in accordance with the procedure prescribed by the city administrator. A fee for the permit application shall be charged to cover the administrative costs of processing as prescribed by council resolution. If the issuance of the permit is approved, the city administrator or his designee shall issue the permit. If the permit is denied, the applicant shall be provided with a statement of the reasons therefore, which reasons shall be entered in writing on the application. The applicant shall be entitled to appeal the denial of the permit to the city council as provided in subsection (b) below.

(b) From the date of denial of the permit, the applicant shall have ten (10) days in which to submit a written notice appealing such denial to the city council. The notice of appeal shall be filed with the city clerk and shall state reasons supporting the grant of the encroachment permit, the applicant's correct mailing address and telephone number, shall be signed by the applicant and shall be accompanied by the processing fee as prescribed by council resolution. The appeal shall be placed on a city council agenda not more than twenty-one (21) days after receipt of notice. The applicant shall be notified in writing by certified mail, return receipt requested, of the date and time the matter will be considered on the agenda. In addition, notice of the hearing shall be published once in the official city legal newspaper prior to the hearing. The notice shall include the proposed encroachment encroaches, the extent of the encroachment and the duration. The applicant and all other interested persons may appear at the time and place and be heard either for or against.

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 and ordinances 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 or application, and, to this end, the provisions of this ordinance are declared severable.

PASSED by the City Council on first reading the 9th day of October, 2023.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2023.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

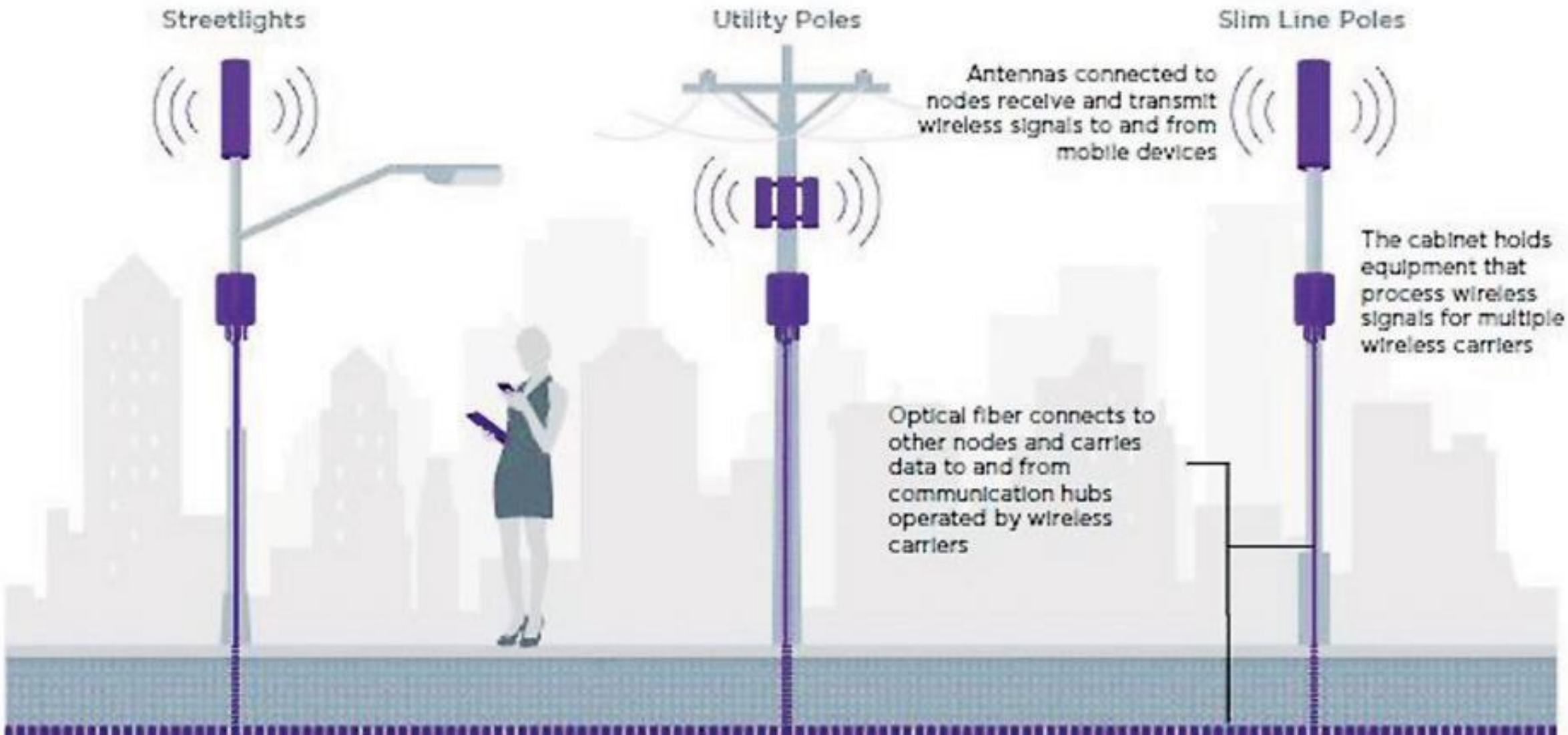
BY:_____
Denise R. Bohlman, City Clerk

Ordinance Governing Small Cell Wireless Facilities in the Public Right-of-Way

October 2, 2023

What Are Small Cell Deployments?

Small cell deployments are complementary to towers, adding much needed coverage and capacity to urban and residential areas, venues, and anywhere large crowds gather



Federal Telecommunications Act of 1996 authorizes wireless providers to have the absolute right to place Small Cell wireless facilities in the ROW, subject to:

Design Review of the Small Cell

Density (Location) Standards

Recoupment of Costs of Application Review and ROW Management

Fees charged to Providers cannot effectively prohibit deployment

Fees for application review, right-of-way access and attachment to public property are allowed but must be cost-based and objectively reasonable. The FCC has established the following "safe harbor" fees amounts:

- *One-time fees:* $500 for an application covering up to five small cell attachments to existing public property; $100 for each additional attachment; and $1,000 for a new pole containing small cell equipment.
- *Recurring fees:* an annual fee of $270 per unit to cover costs, such as right-of-way maintenance.

The FCC says it believes cities will be able to justify charging higher amounts only in very limited circumstances, and that providers are unlikely to take a city to court if its fees do not exceed these amounts.

What needs to be in place?

Resolution

- Uniform standards
- Encroachment permit application and procedures
- License agreement
- Other steps as may be required

Ordinance

- Includes small cell structures as encroachments

Small Cell Wireless – Ordinance modification

Add to 22-407:

An applicant seeking to install and operate a small cell wireless facility in the public right-of-way shall obtain a revocable **encroachment permit** and enter into a **license agreement** with the City prior to constructing, attaching, and operating a small cell wireless facility in the public right-of-way.

Next Steps

Resolution tonight

Ordinance

- PH and 1st Reading - tonight
- 2nd Reading – Oct 23 2023
- In effect – 30 days later

City Council Regular

Date:	10/09/2023
Title:	Resolution for Managing Deployment of Small Cell Facilities in the Right of Way
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the resolution for managing deployment of small cell facilities in the right of way.

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

There is a potential for requests for small cell facilities to be installed within the right of way. A resolution is being proposed that directs the City Administrator to develop and publish uniform standards managing the deployment of small cell wireless facilities in the public rights-of-way; to develop an encroachment permit application form and procedures for submission of applications for deployment or modification of small cell wireless facilities in the public rights-of-way; to develop a license agreement which permitee shall enter into with the City prior to constructing, attaching, or operating a small cell wireless facility on city infrastructure in the public rights-of-way; to take such other steps as may be required to timely act upon applications for placement of wireless facilities, including issuing written decisions and entering into tolling agreements to mutually extend the time for action on an application.

In addition to the resolution, city staff has developed language to add to Billings, MT City Code (BMCC) Section 22-407, Encroachment permit required, to require installers to apply for an encroachment permit and enter into a license agreement before installing the facilities. The first reading of the ordinance is on this same City Council agenda for approval. The resolution in addition to the modified ordinance language will enable the City to effectively manage the deployment of small cell facilities in the rights of way.

ALTERNATIVES

City Council may:

- Approve the resolution; or,
- Not approve the resolution. If the resolution is not approved, small cell facilities will be installed in the right of way without design standards, license agreement or encroachment permits.

FISCAL EFFECTS

There are no direct fiscal effects with the approval of this resolution. The permit fees will be included in future right of way permit resolutions. The cost to not approving the resolution would be in the form of added cost to the city to manage improperly installed facilities.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BILLINGS ESTABLISHING A PROCESS MANAGING DEPLOYMENT OF SMALL CELL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY

WHEREAS, the City desires to establish a process and uniform standards managing the deployment of small cell wireless facilities in the public rights-of-way consistent with the City's obligation to promote the public health, safety, and welfare, and to manage and ensure that the public's use of the public rights-of-way is not incommoded by the placement of wireless facilities; and

WHEREAS, the City recognizes the importance of small cell wireless facilities to provide high-quality information and communications services to residents and businesses within the City; and

WHEREAS, the City also recognizes its obligation to comply with applicable federal law regarding the placement of personal wireless services facilities in its public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana, that the City Administrator is directed to develop and publish uniform standards managing the deployment of small cell wireless facilities in the public rights-of-way; to develop an encroachment permit application form and procedures for submission of applications for deployment or modification of small cell wireless facilities in the public rights-of-way; to develop a license agreement which permittee shall enter into with the City prior to constructing, attaching, or operating a small cell wireless facility on city infrastructure in the public rights-of-way; to take such other steps as may be required to timely act upon applications for placement of wireless facilities, including issuing written decisions and entering into tolling agreements to mutually extend the time for action on an application.

EFFECTIVE DATE. This resolution shall be effective upon adoption.

PASSED, ADOPTED and APPROVED on this 9th day of October, 2023.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk