

**\*\*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](http://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.)* Channel 7 or Channel 978 - TDS Fiber.
  - Online at [www.comm7tv.com](http://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](http://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](mailto: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](mailto:bohlmand@billingsmt.gov), or at 406.657.8210, with any questions.



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

**CITY COUNCIL  
REGULAR BUSINESS MEETING**

**AGENDA  
JANUARY 8, 2024**

**COUNCIL CHAMBERS**

**5:30 P.M.**

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Mayor Cole

**ROLL CALL:** Councilmembers present on roll call were:  Shaw,  Gulick,  Neese,  Owen,  Joy,  
 Kennedy,  Aspenlieder,  Tidswell,  Boyett,  Rupsis

**MINUTES:**

- December 11, 2023
- December 18, 2023

**COURTESIES:**

**PROCLAMATIONS:** January - Human Trafficking Prevention Month

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

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

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

A. **Bid Awards:**

1. **W.O. 23-46: Compost Facility Waterline.** (Opened 12/5/23) Recommend Hample Excavation.
2. **W.O. 24-03: Contract 2 City Chip/Scrub Seal.** (Opened 11/21/23) Recommend rejecting all bids.

B. **Purchase of Water Reclamation Facility Disinfection System replacement parts; Trojan Technologies.**

C. **2024 City-County Special Investigations Unit Agreement with Yellowstone County.**

D. **Contract with Dick Anderson Construction, Inc. for W.O. 19-42: West End Water Treatment Plant Project.**

E. **Donations to Billings Public Library from Billings Library Foundation and American Indian Library Association.**

F. **Montana Fish, Wildlife, and Parks Recreational Trails and Trail Stewardship Grant Applications for Rose Park Trail, Phase II and Stagecoach Trail.**

- G. **Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Projects Application.**
- H. **Utility Easement** with NorthWestern Energy for Mountview Cemetery.
- I. **Easement Releases** for vacated portions of North 28th Street and Normal Subdivision, Block 1 Alley.
- J. **Bills for the Weeks of:**
  - 1. November 27, 2023
  - 2. December 4, 2023
  - 3. December 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. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code, Article 8-300, Cemetery Rules and Regulations, and repealing Ordinance 03-5240, as recommended by staff.

**Recommended Motion:** Having conducted a public hearing, considered written and spoken testimony, I move to approve the first reading ordinance amending Billings, Montana City Code, Article 8-300 and repealing Ordinance 03-5240, as recommended by staff.

- 3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1040:** located at 1404 and 1406 Avenue B. Zoning Commission recommends approval and adoption of the 10 criteria. **\*Quasi-Judicial**

**Recommended Motion:** Having conducted a public hearing, considered written and spoken testimony, I move to approve First Reading Ordinance for Zone Change 1040 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

- 4. **PUBLIC HEARING AND SPECIAL REVIEW 998:** a special review to allow parking lot spaces on the south and east sides of the property at 1406 Avenue B. Zoning Commission recommends conditional approval and adoption of the findings of the 9 review criteria. **\*Quasi-Judicial**

**Recommended Motion:** Having conducted a public hearing, considered written and spoken testimony, and review of the Zoning Commission's recommendation for conditional approval and adoption of the findings of the 9 review criteria, I move to approve Special Review 998.

- 5. **NOMINATION AND ELECTION OF DEPUTY MAYOR PRO TEMPORE.** Staff recommends Council nominate and elect a Deputy Mayor Pro Tempore.

**Recommended Motion:** I move to nominate and elect, Councilmember XXXXX as Deputy Mayor Pro Tempore.

**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](mailto:bohlmand@billingsmt.gov), 72 hours prior to the meeting date.*

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**\* Quasi-Judicial** -- *Caution must be exercised concerning any potential ex parte communications with interested parties. This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.*

**City Council Regular**

**Date:** 01/08/2024  
**Title:** W.O. 23-46 Compost Facility Waterline, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that City Council award a contract for W.O. 23-46 Compost Facility Waterline contract to Hample Excavation in the amount of \$105,554.

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

W.O. 23-46: Compost Facility Waterline is a water line extension project that provides service for mixing operations at the City's new Compost Facility located adjacent to Hillcrest Road. The project connects to an existing 12-inch water main with a 2-inch water service and extends the 2-inch water line approximately 2,950-feet to the City's Compost Facility.

The project was advertised on November 10, 17, 22, and December 1, 2023, in the Yellowstone County News and on the City's website. Bids were opened on December 5, 2023, and six bids were received. Hample Excavation, Inc. submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 23-46 Compost Facility Waterline to Hample Excavation, Inc. in the amount of \$105,554; or
- Not award a contract and reject all bids. If a contract is not awarded, the Compost Facility will not have the necessary water source to complete compost mixing operations.

**FISCAL EFFECTS**

The following bids were received:

| <b>CONTRACTOR</b>              | <b>BID</b>   |
|--------------------------------|--------------|
| Hample Excavation              | \$105,554.00 |
| Castlerock Excavating          | \$133,245.00 |
| COP Construction               | \$149,780.00 |
| Askin Construction             | \$158,845.00 |
| Western Municipal Construction | \$158,960.00 |
| JR Civil                       | \$270,810.00 |

The project was budgeted in FY 24 using Solid Waste funds as part of the compost facility project. There is adequate budget to award the project.

**City Council Regular**

**Date:** 01/08/2024  
**Title:** W.O. 24-03: Contract 2 City Chip/Scrub Seal, Reject Bids  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** NA

**RECOMMENDATION**

Staff recommends the City Council reject all bids and not award a contract for W.O. 24-03 Contract 2 City Chip/Scrub Seal.

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

W.O. 24-03, Contract 2 City Chip/Scrub Seal project, is part of the ongoing Street Preventative Maintenance Program in place since 1985. Annually, staff identifies streets proposed for preventative maintenance that includes pavement patching, chip/scrub seal resurfacing, overlay resurfacing, and crack sealing. Chip and scrub sealing are economical surface treatments designed to protect and prolong the life of a pavement by addressing pavement cracking, raveling, and oxidation. The treatments reduce water intrusion and slow cracking. The attached map shows the locations of the proposed work.

The contract was advertised on November 3, 10, and 17, 2023, in The Yellowstone County News and on the City's website. Staff opened bids on November 21, 2023. There were two bids received. Hardrives Construction, Inc. submitted the lowest responsible bid. However, the low bid exceeds the available project budget.

Staff recommends rejecting bids. Staff proposes to modify the scope of work and will work on generating additional interest in bidding the project to obtain more efficient pricing. Staff anticipates rebidding the modified project in early 2024.

**ALTERNATIVES**

City Council may:

- Reject all bids. There are no viable alternatives to this action.

**FISCAL EFFECTS**

The following bids were received:

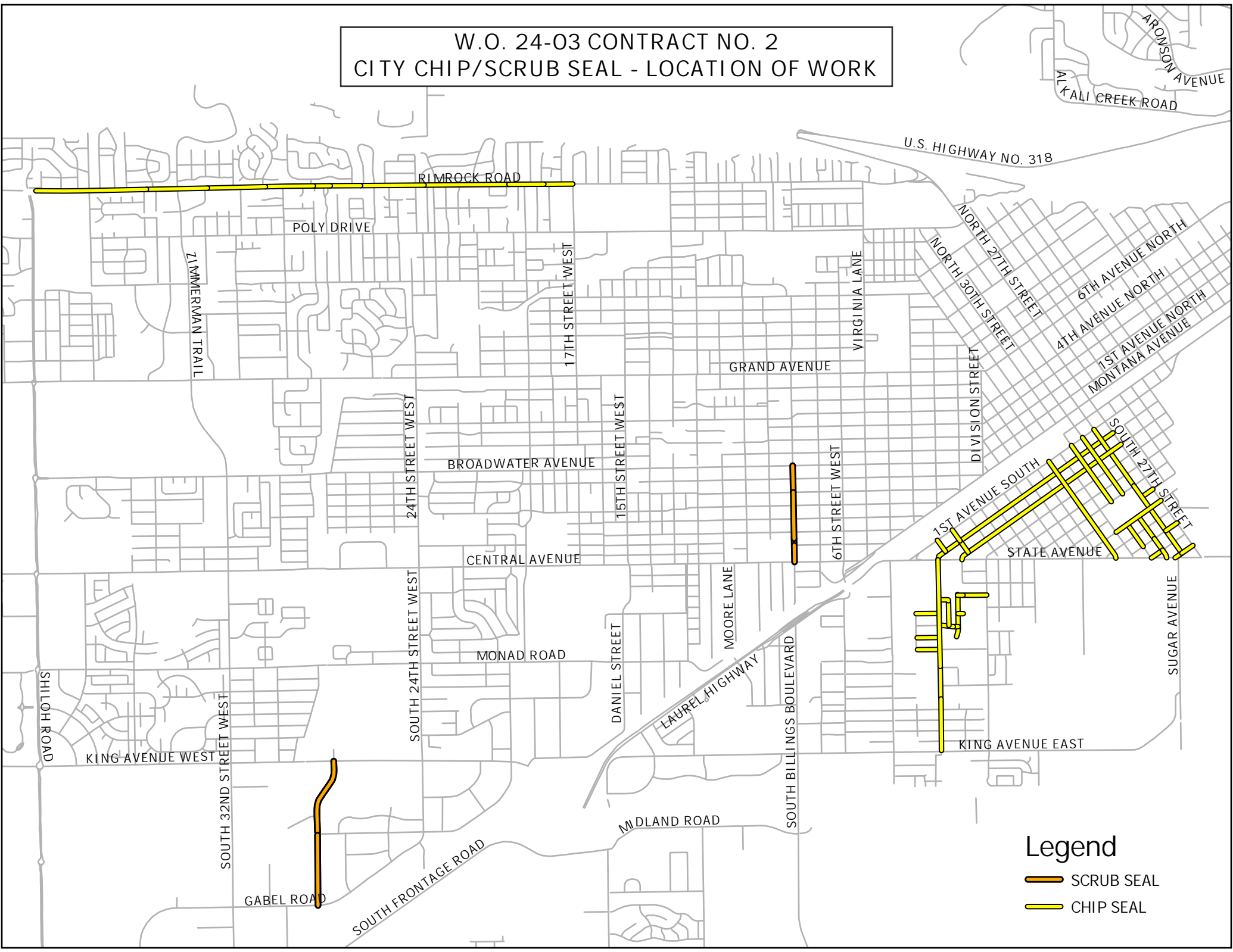
| Contractor                   | Base Bid       |
|------------------------------|----------------|
| Hardrives Construction, Inc. | \$1,761,083.67 |
| Knife River                  | \$1,813,215.40 |

The project was budgeted in FY24 using Street Maintenance District II funds in the amount of \$1,475,000 and the City's South Tax Increment Fund (TIF) in the amount of \$90,000. Bids exceed the available project budget.

**Attachments**

Location of Work Map

W.O. 24-03 CONTRACT NO. 2  
CITY CHIP/SCRUB SEAL - LOCATION OF WORK



Legend

- SCRUB SEAL
- CHIP SEAL

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Water Reclamation Facility Equipment - Disinfection  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends approval of the purchase of replacement parts for the Trojan 3000 Plus UV Disinfection System in the amount of \$104,914.96.

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

The Water Reclamation Facility utilizes three (3) ultraviolet (UV) modules to disinfect treated wastewater before the water returns to the Yellowstone River. These modules operate continuously to disinfect the entire wastewater flow of the City, approximately 20 million gallons every day. The components of the UV modules are required to be replaced periodically to avoid disinfection failure which would result in a permit violation.

Trojan Technologies was the manufacturer of the three (3) UV modules, and they also manufacture the replacement parts. Purchasing from Trojan Technologies ensures the replacement parts match the original equipment. Trojan Technologies is the only known vendor of original equipment replacement parts. The quote form and the sole source justification is attached to this memo.

**ALTERNATIVES**

City Council may:

- Approve the purchase of the replacement parts for Water Reclamation Facility UV Disinfection System in the amount of \$104,914.96; or,
- Not approve the purchase of the replacement parts. If not approved, the routine maintenance of the UV system will not proceed. The UV system will eventually fail, resulting in the discharge of treated wastewater that exceeds the permit and could result in fines from the Montana Department of Environmental Quality.

**FISCAL EFFECTS**

The purchase of the UV disinfection system replacement parts is for \$104,914.96 and will be paid out of wastewater funds. There is sufficient budget to purchase the replacement parts.

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**Attachments**

UV - Trojan Technologies



# Justification for Sole Source Provider

|                |               |              |                                              |
|----------------|---------------|--------------|----------------------------------------------|
| Date           | 10/31/2023    | Vendor       | Trojan Technologies                          |
| Requestor Name | Shaun Emerick | Contact Name | Heather Conine                               |
| Department     | WRF           | Phone #      | 760-648-3289                                 |
| Division       | Water quality | Email        | hconine@trojantechnologies.com               |
| Phone #        | 406-657-8357  | Amount       | \$ <a href="#">Click here to enter text.</a> |

**Scope of Work or Product:** (enter text below) To supply The City of Billings WRF with the Attached equipment to Refurbish one U. V. channel.

**Reason for requesting sole source:** (please check all that apply and supply necessary information)

Item must match existing equipment because To ensure proper performance of U.V. System

Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: Trojan 3000 Plus.

Technical characteristics of requested item are essential to our needs because

The OEM replacement parts to fit Trojan 3000 Plus. And are necessary so the WRF does not violate the state of Montana discharge permit to the Yellowstone river.

Product is proprietary; no other manufacturer of this type of product exists.

Only known vendor to service or provide this type of product in this region.

Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: [Click here to enter text.](#)

Reason: [Click here to enter text.](#)

Manufacturer's Name: [Click here to enter text.](#)

Reason: [Click here to enter text.](#)

Product is being purchased through State of Montana Contract #: [Click here to enter text.](#)

Other reason not listed above: [Click here to enter text.](#)

Please attach all appropriate documents and forward to Purchasing Agent. *Thank you.*



**QUOTATION**  
**QO0007959**

TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
www.trojantechnologies.com

Sold to  
**CITY OF BILLINGS**  
**P.O. BOX 1178**  
**Billings MT 59103-1178**  
**UNITED STATES**

Ship to  
**City of Billings WWTP**  
**725 Highway 87 East**  
**Billings MT 59101-0100**  
**UNITED STATES**

Customer Service Contact : tuvcustomerservice@trojantechnologies.com  
 Payment Terms : 0% / 00 / 30 net Internal Sales Rep: Heather Conine  
 Delivery Terms : DELIVERED DUTY PAID Customer No. : 100003722  
 Carrier/LSP : Reference :  
 Quote Date : 09-20-2023  
 Quote Expiry Date : 10-20-2023

**Freight Id 7689**

| Line | Project Item Description               | Quantity | Price Discount % |    | Unit Net Price Net Amount | Tax Rate Tax Amount | Amount    |            |      |           |            |
|------|----------------------------------------|----------|------------------|----|---------------------------|---------------------|-----------|------------|------|-----------|------------|
| 10   | 794447-ORD LAMP P, GA64T6HE ANGLE BASE | 250.00   | 391.05/          | EA | 391.05<br>97,762.50       | 0.00%<br>0.00       | 97,762.50 |            |      |           |            |
| 20   | 327021 SEAL, WIPER UV3+                | 250.00   | 13.00/           | EA | 13.00<br>3,250.00         | 0.00%<br>0.00       | 3,250.00  |            |      |           |            |
| 30   | 316144P O-RING, SLEEVE SEAL UV3+       | 16.00    | 3.00/            | EA | 3.00<br>48.00             | 0.00%<br>0.00       | 48.00     |            |      |           |            |
| 40   | 316136 SLEEVE, QTZ UV3+ 28x25x1958     | 15.00    | 151.00/          | EA | 151.00<br>2,265.00        | 0.00%<br>0.00       | 2,265.00  |            |      |           |            |
| 50   | 316145 O-RING, SLEEVE SUPPORT UV3+     | 200.00   | 1.50/            | EA | 1.50<br>300.00            | 0.00%<br>0.00       | 300.00    |            |      |           |            |
| 60   | 901507 CLEANER, ACTICLEAN GEL 4X4L     | 1.00     | 393.00/          | CS | 393.00<br>393.00          | 0.00%<br>0.00       | 393.00    |            |      |           |            |
| 70   | 327118P O-RING, UV3+ WIPER CANISTER 4P | 88.00    | 2.50/            | EA | 2.50<br>220.00            | 0.00%<br>0.00       | 220.00    |            |      |           |            |
| 80   | FREIGHT FREIGHT & HANDLING             | 1.00     | 676.46/          | EA | 676.46<br>676.46          | 0.00%<br>0.00       | 676.46    |            |      |           |            |
|      |                                        |          | Goods Costs      |    | 104,238.50                | Discount Subtotal   | 0.00      | Tax Amount | 0.00 | Total USD | 104,914.96 |



TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
[www.trojantechnologies.com](http://www.trojantechnologies.com)

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**QUOTATION**  
**QO0007959**



QUOTATION  
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All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

[www.trojantechnologies.com/sales-terms-conditions](http://www.trojantechnologies.com/sales-terms-conditions)



**City Council Regular**

**Date:** 01/08/2024  
**Title:** City-County Special Investigations Unit (CCSIU) Agreement for 2024  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council approve the City-County Special Investigations Unit (CCSIU) Agreement with Yellowstone County for calendar year 2024.

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

Each calendar year, the agreement between the City of Billings and Yellowstone County that establishes and guides operations of the City-County Special Investigations Unit (CCSIU) must be approved. The 2023 agreement expired on December 31, 2023.

**ALTERNATIVES**

City Council may:

- Approve the CCSIU Agreement for calendar year 2024; or,
- Not Approve the CCSIU Agreement for calendar year 2024 and provide further instruction to staff.

**FISCAL EFFECTS**

There will be no additional financial impact to the City since the costs for the officers assigned to the CCSIU are included in the Police Department budget and all other expenses for CCSIU are budgeted in Fund 718 - Drug Forfeitures and Fines.

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**Attachments**

CCSIU Agreement

# ***AGREEMENT***

## ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***

This Agreement establishes and governs the operation of the ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***:

The undersigned public agencies are charged with enforcing the law and protecting their citizens from illegal activity. Recognizing that resources are limited and that such limitations are detrimental to combating crime within Yellowstone County and the City of Billings, and recognizing that the problem can be most effectively resolved by pooling of resources and the joint exercise of respective authorities, a joint CCSIU is established.

***PARTIES:*** This Agreement is between:

- (1) Billings Police Department
- (2) Yellowstone County Sheriff's Office

***DURATION:*** This Agreement is in effect from January 1, 2024 through December 31, 2024.

### **PROJECT DESCRIPTION:**

It is proposed that a joint City-County Special Investigations Unit be established. This Unit will be comprised of personnel assigned from the Yellowstone County Sheriff's Office and the Billings Police Department. It is agreed that full-time investigative personnel will be assigned to the Unit. The CCSIU will be a component of the Rocky Mountain High Intensity Drug Traffic Area (RMHIDTA). Either agency may withdraw from the Unit at any time with 30 days notice.

### **STRUCTURE AND ORGANIZATION:**

The Unit Supervisor and Unit members will be determined by mutual agreement between both agencies. The Unit Supervisor shall be responsible to keep both agencies informed on all matters relating to the operations, including expenditures, accomplishments, problems and all other issues involving the CCSIU.

All persons assigned to the Unit shall work under the immediate supervision and direction of the Unit Supervisor. City Detectives will be indirectly supervised and evaluated by the Captain of Investigations or his designee. All persons assigned to the Unit shall adhere to the rules and regulations as set forth in the Unit's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against losses, damages, or liabilities arising out of the services and activities of the Unit, the personnel so assigned by any

jurisdiction shall be deemed to be continuing under the employment of that jurisdiction and its police department.

Each agency contributing personnel to the Unit will continue that employee as an employee of the contributing agency and will be solely responsible for that employee, including wages and benefits.

Any duly sworn peace officer, while assigned to duty with the Unit as herein provided and working at the direction of the Unit Supervisor, shall have the same powers, duties, privileges, protections and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. Billings Police Officers will be deputized as Yellowstone County Sheriff's Deputies while assigned, even on a temporary basis, to the CCSIU.

### **CONTEMPLATED UNIT TASKS:**

At the direction of the Unit Supervisor, the CCSIU will concentrate efforts on local cases. Investigations will center around narcotics trafficking and organized criminal activities. In circumstances where a determination of specific priorities of these investigations must be made, the Unit Supervisor will make the determination in consultation with the Sheriff and Police Chief, or their designees.

### **UNIT OBJECTIVES:**

This section identifies specific targeted objectives to be attained by the CCSIU during the program year.

- 1) Disrupt illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 2) Gather and report intelligence data relating to illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 3) Make arrests that will impact all levels of drug and organized criminal activities.
- 4) Effectively prosecute drug traffickers and organized criminal activity participants.
- 5) Promote law enforcement cooperation through joint investigations and close coordination with other police agencies and task forces.

### **PETTY CASH AND FORFEITURE FUND:**

Agencies involved in the City-County Special Investigations Unit will each place *NINE THOUSAND DOLLARS* (\$9,000.00) into the Petty Cash Fund. The monies will be utilized by the Unit for buys and informants. As financial transactions take place, an equal amount of monies will be deducted from each agency's monies. The Supervisor of the Unit will be responsible for administering the monies as needed and keeping a running log of all expenditures, to include incident numbers and reason for purchase(s). The money log will be

audited by the Yellowstone County Auditor or his/her representative, on a quarterly basis. A copy of the audit will be submitted to the Captain of Investigations or his designee.

Replacement of the Petty Cash Fund will be accomplished by the following procedures:

*CITY OF BILLINGS:*

The Unit Supervisor will make a written request through the Captain in charge of Investigations or his designee, who, in turn, will approve the request and submit it to the City Finance & Administrative Services Department. The City Financial Services Manager will direct monies to the Unit Supervisor, who will deposit the reimbursement back to the Petty Cash Fund.

*YELLOWSTONE COUNTY:*

The Unit Supervisor will make a written request to the Yellowstone County purchasing department to replenish their portion of the fund.

Forfeiture vehicles that are to be sold at auction will be sold at either the Yellowstone County Sheriff's Sale or at auction by the Billings Police Department. Any forfeiture monies acquired by the Unit from any source will be split equally between the agencies. Each entity is responsible for requesting their share. All forfeiture procedures will be handled by the Unit Supervisor and the Yellowstone County Attorney's Office, at no cost to the City.

**ASSET SHARING:**

Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture.

**INDEMNITY CLAUSE:**

The City shall have the duty to defend Yellowstone County and shall indemnify and hold harmless Yellowstone County and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claims, liability, damage, loss, judgment or expense is caused in whole or in part, by a negligent act, error or omission of the City, its employees or agents.

Yellowstone County shall have the duty to defend the City and shall indemnify and hold harmless the City and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claim, liability, damage, loss or expense is caused in whole or in part by any negligent act, error, or omission of Yellowstone County, its employees, officials or agents.

**RESOURCES:**

All available resources that are currently available in the City of Billings Investigations Division and in the Yellowstone County Investigations Division will be made available to the CCSIU. Any specialized equipment that is not being kept at the location of the CCSIU office will need to be borrowed by an assigned CCSIU detective from that agency.

THIS AGREEMENT IS EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 24.

SIGNED:

\_\_\_\_\_  
*MAYOR, CITY OF BILLINGS*

DATE \_\_\_\_\_

\_\_\_\_\_  
*COUNTY COMMISSIONER*

DATE \_\_\_\_\_

\_\_\_\_\_  
*COUNTY COMMISSIONER*

DATE \_\_\_\_\_

\_\_\_\_\_  
*COUNTY COMMISSIONER*

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DENISE BOHLMAN, CITY CLERK  
CITY OF BILLINGS

\_\_\_\_\_  
JEFF MARTIN  
CLERK AND RECORDER  
YELLOWSTONE COUNTY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY  
CITY OF BILLINGS

**City Council Regular**

**Date:** 01/08/2024  
**Title:** W.O. 19-42: West End Water Treatment Plant Project, GC/CM Construction Contract  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council approve the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (Construction Contract) with Dick Anderson Construction, Inc. (DAC) for W.O. 19-42: West End Water Treatment Plant (WEWTP) Project in the amount of \$68,198,734.

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

In September 2021, City Council approved a water treatment plant pre-construction services contract with Garney Companies, Inc. City staff and Garney worked through pre-design to develop a water plant design, but were unable to come to an agreement on the final construction cost of the work in May 2023 to execute a construction contract. Subsequently, staff solicited proposals using the public Request for Qualifications and Request for Proposals process and recommended selection of Dick Anderson Construction (DAC). City Council awarded a pre-construction services contract to DAC in August 2023.

Since the project was nearly 90% designed when DAC joined the Project, bid packages were developed shortly thereafter and publicly advertised on November 3, 10, 17 and 24 and were opened on November 30. DAC assembled the \$68,198,734 GMP using the project team's evaluations and best value selections of subcontractor bids. The project team consisted of City staff, the Consultant Engineer (Burns & McDonnell), and DAC. The proposed contract amount is about \$5 million less than the GMP presented by Garney Construction seven months ago.

If Council does not approve the GMP, the current pre-construction contract allows for the City's relationship with DAC to be terminated, with the City then proceeding with other options to construct the project. If approved, project construction is anticipated to begin in early 2024 and continue through 2026.

**ALTERNATIVES**

City Council may:

- Approve the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager with Dick Anderson Construction, Inc. in the amount of \$68,198,734; or,
- Not approve the Agreement. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the present and future drinking water redundancy and capacity needs of City of Billings residents.

**FISCAL EFFECTS**

The W.O. 19-42: West End Water Treatment Plant (WEWTP) Project was budgeted using Water funds and revenue bonds. Council was previously notified that the West End Project would be significantly over the original budget due to inflation. Public Works made adjustments in the last year to the CIP and in the planned debt service to compensate for the overage. There is cash on hand to award this contract; however, a future budget amendment will be required for the West End Project.

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**Attachments**

WO1942 WEWTP GC-CM Construction Contract

**W.O. 19-42, West End Water Treatment Plant Project**  
**Standard Agreement and General Conditions**  
**Between Owner and General Contractor/Construction Manager (GC/CM)**

**TABLE OF ARTICLES**

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**ARTICLE 1 AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between

OWNER: City of Billings

and the

GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM): Dick Anderson Construction, Inc.

for construction and services in connection with the following

PROJECT: W.O. 19-42, West End Water Treatment Plant Project

Engineer is Burns & McDonnell Engineering Company, Inc.

**ARTICLE 2 GENERAL PROVISIONS**

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 GC/CM represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither GC/CM nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.



2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Suppliers, or Others to secure preferential treatment.

2.3 ENGINEER Owner, through its Engineer, shall provide all engineering design and construction administration services necessary for the completion of the Work excluding, however, (a) design services delegated to GC/CM in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by GC/CM, its Subcontractors, and Subcontractors in connection with their construction operations.

2.4 Owner shall obtain from Engineer either a license for GC/CM and Subcontractors to use the design documents prepared by Engineer or ownership of the copyrights for such design documents, and shall indemnify and hold harmless GC/CM against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 Execution of this Agreement does not guarantee Work will be performed outside of the GC/GM Preconstruction Services Contract: W.O. 19-42, West End Water Treatment Plant Project and the portion of Work included in this Agreement under ARTICLE 16. At a minimum, the Parties must agree to GMP(s) for additional portions of Work or for the entire Project as executed through Amendments to this Agreement. No Work beyond what is included in the Preconstruction Services Contract or in this Agreement shall commence without an Amendment to this Agreement or an authorized change according to ARTICLE 9.

## 2.6 DEFINITIONS

2.6.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and GC/CM, as modified, and exhibits and attachments made part of this Agreement upon its execution.

2.6.1.1 The following exhibits are a part of this Agreement:

- EXHIBIT A: 90% Drawings and Specifications, City of Billings W.O. 19-42 West End Water Treatment Plant, October 2023
- EXHIBIT B: Allowances, December 19, 2023; 2 pages
- EXHIBIT C: Assumptions and Calculations on which the GMP is based, December 19, 2023; 6 pages
- EXHIBIT D: Construction Schedule, December 19, 2023; 4 pages
- EXHIBIT E: Key GC/CM Personnel, Subcontractors and Suppliers, December 19, 2023; 1 page
- EXHIBIT F: Bidding Question and Answer Log, December 19, 2023; 14 pages

2.6.1.2 References made within this Agreement to the following are a part of this Agreement:

- GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, 56 pages
- Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010
- City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021

2.6.2 "Business Day" means all Days, except weekends and official holidays where the Project is located.



2.6.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by GC/CM and accepted by Owner.

2.6.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.6.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.6.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.6.7 The "General Contractor/Construction Manager (GC/CM) is the person or entity identified in ARTICLE 1 and includes GC/CM's Representative.

2.6.8 "Date of Commencement" is as set forth in §6.1.

2.6.9 "Day" means a calendar day.

2.6.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.6.11 "Engineer" means the licensed engineer, and its consultants, retained by Owner to perform design and construction administration services for the Project.

2.6.12 "Final Completion" occurs on the date when GC/CM's obligations under this Agreement are complete and accepted by the Engineer and Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.6.13 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.6.14 "Interim Directive" is a written order containing change to the Work directed by the Engineer and Owner pursuant to §9.2 and that is signed by the Engineer and Owner after execution of this Agreement and before Substantial Completion.

2.6.15 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which GC/CM must comply that are enacted as of the Agreement date.

2.6.16 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.6.17 "Owner" is the person or entity identified in ARTICLE 1.

2.6.18 The "Parties" are collectively Owner and GC/CM.



2.6.19 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which GC/CM is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.6.20 "Subcontractor" is a person or entity retained by GC/CM as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Engineer or Others.

2.6.21 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond GC/CM's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Engineer and Parties.

2.6.22 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.6.23 "Work" means the construction and administrative and management services necessary or incidental to fulfill GC/CM's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if Work is also being performed by Owner or Others.

2.6.24 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

2.6.25 "Written Approval" includes hard copy letters, electronic letters submitted by email, or emails including the approval in the body of the email.

## ARTICLE 3 GC/CM'S RESPONSIBILITIES

### 3.1 GENERAL RESPONSIBILITIES

3.1.1 GC/CM shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 GC/CM represents that it is an independent contractor and that it is familiar with the type of Work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, GC/CM shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, GC/CM is not liable to Owner for damages resulting from compliance with such instructions, unless (a) GC/CM recognized and (b) failed to timely report to Engineer and Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.



3.1.4 GC/CM shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

### 3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 GC/CM shall provide competent supervision for the performance of the Work. Before commencing the Work, GC/CM shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and Project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, GC/CM shall name a different superintendent for Owner's review.

3.2.2 GC/CM shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of GC/CM or any of its Subcontractors.

3.2.3 GC/CM shall permit only fit and skilled persons to perform the Work. GC/CM shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures or is unfit or unskilled for the assigned Work, GC/CM shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 GC/CM'S REPRESENTATIVE GC/CM's authorized representative is Aaron Byron for Preconstruction and Construction services. GC/CM's Representative shall possess full authority to receive instructions from Engineer and Owner and to act on those instructions. If GC/CM changes its representative or their authority, GC/CM shall immediately notify Engineer and Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in GC/CM's Work and are part of this Agreement in accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

3.4 GUARANTEED MAXIMUM PRICE (GMP) Requirements for the GMP under this section are included in the GC/CM's Work and are part of this Agreement in accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

3.4.1 Allowances included in the GMP and described in EXHIBIT B shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. GC/CM overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.2 All savings in the Cost of the Work, Indirect Costs (including General Conditions Costs) and GC/CM Contingency resulting in a lower actual project cost than the GMP will be shared between GC/CM and Billings with 20% of such savings to the GC/CM and 80% to Billings. All unused allowances (EXHIBIT B) will revert to Billings.

### 3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.



### 3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with GC/CM and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, GC/CM shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate GC/CM's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, GC/CM shall give Engineer and Owner prompt, written notification of any defects GC/CM discovers in their Work which will prevent the proper execution of the Work. GC/CM's obligations in this subsection do not create a responsibility for the work of Owner or Others but are for the purpose of facilitating the Work. If GC/CM does not notify Engineer and Owner of defects interfering with the performance of the Work, GC/CM acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from GC/CM of defects, Engineer and Owner shall promptly issue an Interim Directive informing GC/CM what action, if any, GC/CM shall take with regard to the defects.

### 3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, GC/CM shall examine and compare the drawings and specifications with information furnished by Engineer and Owner that are considered Contract Documents, relevant field measurements made by GC/CM, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should GC/CM discover any errors, omissions, or inconsistencies in the Contract Documents, GC/CM shall promptly report them to Owner. It is recognized, however, that GC/CM is not acting in the capacity of a licensed design professional, and that GC/CM's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from GC/CM of defects, Owner shall promptly inform GC/CM what action, if any, GC/CM shall take with regard to the defect.

3.7.3 GC/CM shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless GC/CM knowingly fails to report a recognized problem to Owner.

3.7.4 GC/CM may be entitled to additional costs or time because of clarifications or instructions growing out of GC/CM's reports described in this §3.7.



3.7.5 Nothing in §3.7 shall relieve GC/CM of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING GC/CM shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. GC/CM shall maintain a complete set of all books and records prepared or used by GC/CM with respect to the Project. Engineer and Owner shall be afforded access to all of GC/CM's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. GC/CM shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 GC/CM agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

### 3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of GC/CM to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of GC/CM shall be the responsibility of GC/CM and may be deducted from any amounts due or to become due GC/CM. Any defects discovered in such materials or equipment shall be reported at once to Engineer and Owner. Following receipt of written notice from GC/CM of defects, Engineer and Owner shall promptly inform GC/CM what action, if any, GC/CM shall take with regard to the defects.

### 3.9 TESTS AND INSPECTIONS

3.9.1 GC/CM shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. GC/CM shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Engineer, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by GC/CM and promptly delivered to Engineer and Owner.

3.9.2 If Engineer, Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, GC/CM shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of GC/CM, GC/CM shall be responsible for costs of correction and retesting.

### 3.10 WARRANTY

3.10.1 GC/CM warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request,



GC/CM shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. GC/CM further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. GC/CM's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. GC/CM's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, GC/CM's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.10.4 GC/CM shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. GC/CM's liability for such warranties shall be limited to the two-year correction period referred to in the section immediately below. After that period GC/CM shall provide reasonable assistance to Engineer and Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

### 3.11 CORRECTION OF WORK WITHIN TWO YEARS

3.11.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify GC/CM in writing. Unless Owner provides written acceptance of the condition, GC/CM shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period Owner discovers and does not promptly notify GC/CM or give GC/CM an opportunity to test or correct Defective Work as reasonably requested by GC/CM, Owner waives GC/CM's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective Work performed by GC/CM.

3.11.3 If GC/CM fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due GC/CM. If payments then or thereafter due GC/CM are not sufficient to cover such amounts, GC/CM shall pay the difference to Owner.

3.11.4 GC/CM's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify GC/CM and allow GC/CM an opportunity to correct the Work if GC/CM elects to do so. If GC/CM elects to correct the Work it shall provide written notice of such intent within fourteen (14)



Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If GC/CM does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from GC/CM, Owner shall promptly provide GC/CM with an accounting of the actual correction costs.

3.11.5 If GC/CM's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing building, GC/CM shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of GC/CM's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with GC/CM's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

### 3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Engineer's and Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, GC/CM shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Engineer's and Owner's observation and recover the Work all at GC/CM's expense. In this circumstance the Work shall be replaced at GC/CM's expense and with no adjustment to the Dates of Substantial or Final Completion.

### 3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS GC/CM holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. GC/CM shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.13.2 GC/CM'S SAFETY REPRESENTATIVE GC/CM shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by GC/CM in writing to Owner, GC/CM's Project superintendent shall serve as its safety representative. GC/CM shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When GC/CM is required to file an accident report with a public authority, GC/CM shall furnish a copy of the report to Engineer and Owner.

3.13.3 GC/CM shall provide Owner with copies of all notices required of GC/CM by the Law. GC/CM's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of GC/CM, or anyone for whose acts GC/CM may be liable, shall be promptly remedied by GC/CM.



3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for GC/CM's safety program, may require by Interim Directive GC/CM to stop performance of the Work, take corrective measures satisfactory to Engineer and Owner, or both. If GC/CM does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. GC/CM agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on GC/CM's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, GC/CM shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

### 3.15 HAZARDOUS MATERIALS

3.15.1 GC/CM shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, GC/CM shall be entitled to immediately stop Work in the affected area. GC/CM shall promptly report the condition to Owner, Engineer, and, if required, the governmental agency with jurisdiction.

3.15.3 GC/CM shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If GC/CM incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, GC/CM may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of GC/CM, its Subcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless GC/CM, its Subcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

### 3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by GC/CM,



Subcontractors, Owner or Others, shall be maintained at the Worksite by GC/CM and made available to Owner, Subcontractors, and Others.

3.15.7.2 GC/CM shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by GC/CM in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by GC/CM if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of GC/CM, its agents, officers, directors, and employees, the indemnity requirements of §11.1 shall apply in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by GC/CM

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

### 3.16 SUBMITTALS

3.16.1 GC/CM shall submit to Owner and Engineer all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form. GC/CM shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, GC/CM shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner, Engineer and Others. GC/CM's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any GC/CM submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Engineer and Owner. Neither Engineer nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to GC/CM. If the Contract Documents do not contain submittal requirements pertaining to the Work, GC/CM agrees upon request to submit in a timely fashion to Engineer and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Engineer and Owner.

3.16.2 Engineer shall be responsible for review and approval of submittals with reasonable promptness or as may otherwise be defined in the Contract Documents. GC/CM shall identify to the Engineer any submittals requiring quick turnaround to meet Schedule.

3.16.3 GC/CM shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed Work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve GC/CM from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Engineer and Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.



3.16.5 GC/CM shall prepare and submit to Engineer and Owner:

Final marked-up as-built drawings prior to release of retainage;  
Updated electronic data, in accordance with §4.6.1;  
Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents require GC/CM to specify that GC/CM is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall, through Engineer, specify all required performance and design criteria. GC/CM shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, GC/CM shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of GC/CM's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by GC/CM's Engineer.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT GC/CM acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, GC/CM shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Engineer. Engineer and Owner shall investigate and then Owner shall issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how GC/CM is to proceed. GC/CM shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 GC/CM shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. GC/CM shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 GC/CM shall pay applicable taxes for the Work provided by GC/CM.

3.19.3 If, in accordance with Owner's direction, GC/CM claims an exemption for taxes, the indemnity requirements of §11.1 shall apply in connection with any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by GC/CM as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING



3.20.1 GC/CM shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Engineer or Owner. Such approval shall not be unreasonably withheld.

### 3.21 CLEAN UP

3.21.1 GC/CM shall regularly remove debris and waste materials at the Worksite including sweeping pavement resulting from the Work. Before discontinuing Work in an area, GC/CM shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. GC/CM shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, GC/CM shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If GC/CM fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to GC/CM in the next payment period.

3.22 ACCESS TO WORK GC/CM shall facilitate the access of Owner, its Engineer, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS GC/CM shall comply with all the Law at its own cost. GC/CM shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by GC/CM, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.24 CONFIDENTIALITY GC/CM shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to GC/CM or which GC/CM may acquire in performing the Work. To the extent necessary to perform the Work, GC/CM's confidentiality obligations do not apply to disclosures to Subcontractors, and Suppliers. Owner shall Treat as Confidential information all of GC/CM's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of GC/CM, Owner shall provide GC/CM with evidence of Project financing. Evidence of such financing



shall be a condition precedent to GC/CM's commencing or continuing the Work. GC/CM shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide GC/CM the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by GC/CM which are required for GC/CM's performance of the Work and under Owner's control.

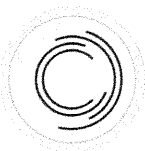
4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of GC/CM pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving GC/CM's written request, Owner shall provide GC/CM with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies and an electronic copy of the Contract Documents to GC/CM without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Engineer, and GC/CM exchange documents and data in electronic or digital form, before any such exchange, Owner, Engineer, and GC/CM shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Project representative is Randy Straus. Owner's Project representative shall be fully acquainted with the Project and shall receive required notices pertaining to the subject matter of this Agreement. This Agreement shall only be amended, modified or changed in writing and executed by Authorized representatives of the Parties and with the same formality as this Agreement was executed. Billings City Council or another Authorized designee are the only Authorized representatives of the Owner. If Owner changes its Authorized representative or the representative's



Authority, Owner shall immediately notify GC/CM in writing. Any attempt to amend, modify or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the work by Owner or Others shall be done with the prior written approval of GC/CM, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between GC/CM and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to GC/CM, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If GC/CM incurs costs or is delayed due to such loss or damage, GC/CM may seek an equitable adjustment in the GMP, estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Requirements for Subcontractors and Major Supplier Selection are included in the GC/CM's Work and are part of this Agreement in accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

5.2 BINDING OF SUBCONTRACTORS AND SUPPLIERS GC/CM agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

### 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

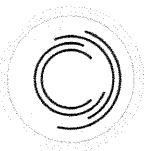
5.3.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by GC/CM to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to ARTICLE 12; (b) Owner accepts such assignment after termination by notifying the GC/CM and Subcontractor or GC/CM and Supplier in writing; and (c) Owner assumes all rights and obligations of GC/CM pursuant to each subcontract or supply agreement.

5.3.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Based on a Work Notice to Proceed date of January 16, 2024, the Date of Substantial Completion is established as February 1, 2027, and the Date of Final Completion is established as April 30, 2027. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.



6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, GC/CM shall not knowingly commence the Work before the effective date of GC/CM's required insurance.

## 6.2 SCHEDULE OF THE WORK

6.2.1 In accordance with GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, GC/CM shall submit to Engineer and Owner a Schedule of the Work showing the dates on which GC/CM plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Engineer and Owner. Except as otherwise directed by Owner, GC/CM shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. GC/CM shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved Project schedule. Owner may require GC/CM to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If GC/CM consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, GC/CM may seek equitable adjustment under ARTICLE 9.

## 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If GC/CM is delayed at any time in the commencement or progress of the Work by any cause beyond the control of GC/CM, GC/CM shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of GC/CM include, but are not limited to, the following: (a) acts or omissions of Owner, Engineer, or Others; (b) changes in the Work or the sequencing of the Work ordered by Engineer and Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under ARTICLE 12 and ARTICLE 13; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving GC/CM; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. GC/CM shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if GC/CM incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, GC/CM, in consideration of all other terms of this Contract, shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, GC/CM shall provide prompt written notice to Owner of the cause of such delays after GC/CM first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If GC/CM requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, GC/CM shall give



Owner written notice of the claim in accordance with §9.4. If GC/CM causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against GC/CM in accordance with ARTICLE 9.

**6.5 MONITORING PROGRESS AND COSTS** Following acceptance by Owner of the GMP, GC/CM shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. GC/CM will provide written reports to Engineer and Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

## 6.6 LIQUIDATED DAMAGES

**6.6.1 SUBSTANTIAL COMPLETION** Liquidated damages based on the Substantial Completion date shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. GC/CM shall pay Owner One Thousand Five Hundred Dollars per Day (\$1,500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

**6.6.2 FINAL COMPLETION** Liquidated damages based on the Final Completion date shall apply.

6.6.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. GC/CM shall pay Owner One Thousand Five Hundred Dollars per Day (\$1,500.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.6.3 Other applicable liquidated damages shall be included as an Agreement exhibit.

**6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. GC/CM agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [\_\_\_\_\_].

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.



## ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate GC/CM for Work performed as described in ARTICLE 16 SCOPE OF WORK according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

7.2 The GC/CM's GMP as determined according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023 for the Work described in ARTICLE 16 is Sixty Eight Million One Hundred Ninety Eight Thousand Seven Hundred Thirty Four and NO/100 Dollars (\$68,198,734).

7.3 The compensation to be paid for all subsequent Work shall be limited to subsequent GMP(s) as determined according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, as established in an Amendment, and/or as the GMP may be adjusted under ARTICLE 9.

7.4 Payment for Work performed shall be as set forth in ARTICLE 10.

### 7.5 FEE ADJUSTMENTS:

7.5.1 except as provided for in §6.3, delays in the Work not caused by GC/CM shall adjust GMP to compensate for increased expenses as provided for in ARTICLE 9; and

7.5.2 managing the replacement of an insured or uninsured loss shall increase GMP in the same proportion that GMP bears to the estimated Cost of the Work for the replacement.

## ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay GC/CM for the Cost of the Work as outlined in GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

## ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

### 9.1 CHANGE ORDER

9.1.1 GC/CM may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.



9.1.3 NO OBLIGATION TO PERFORM GC/CM shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

## 9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with GC/CM on the adjustment, if any, in the GMP, GC/CM's Fee, Date of Substantial Completion or Date of Final Completion, or directing GC/CM to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed Work is within the scope of the Work, GC/CM shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed Work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, GC/CM shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay GC/CM fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed Work was within the scope of the Work. GC/CM's receipt of payment for the disputed Work does not prejudice its right to receive full payment for the disputed Work should it be determined that the disputed Work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

## 9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

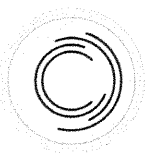
9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, GC/CM shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.



9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, GC/CM shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after GC/CM first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of GC/CM's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, GC/CM shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct GC/CM to perform incidental changes in the Work, upon concurrence with GC/CM that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written Field Order to GC/CM. Such written notice shall be carried out promptly and is binding on the Parties.

## ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES GC/CM shall prepare and submit to Owner a schedule of values apportioned to the various divisions or phases of the Work as outlined in GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

### 10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS GC/CM shall submit to Engineer and Owner a monthly application for payment for the preceding calendar month on the Owner's standard form. GC/CM's applications for payment shall be itemized and supported by GC/CM's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the undisputed amounts otherwise due on any payment application no later than thirty-five (35) Days after accepting such application with the Engineer's recommendation. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by GC/CM of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

### 10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, GC/CM shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed



Work. Such waivers shall be conditional upon payment. In no event shall GC/CM be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, GC/CM shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If GC/CM fails to take such action on a lien, Owner may cause the lien to be removed at GC/CM's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.2 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted.

10.3 ADJUSTMENT OF GC/CM'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that GC/CM is responsible under this Agreement:

10.3.1 GC/CM's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by GC/CM to Owner or others to whom Owner may be liable;

10.3.3 GC/CM's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to GC/CM in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving GC/CM or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until GC/CM furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to GC/CM, at the time of disapproving or nullifying all or part of an application for payment, stating its



specific reasons for such disapproval or nullification, and the remedial actions to be taken by GC/CM in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of GC/CM, GC/CM does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then GC/CM, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to GC/CM has been received, including interest for late payment. If GC/CM incurs costs or is delayed resulting from shutdown, delay, and start-up, GC/CM may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

#### 10.6 SUBSTANTIAL COMPLETION

10.6.1 GC/CM shall notify Engineer and Owner when it considers Substantial Completion of the Work or a designated portion to have been achieved. Engineer and Owner shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with assistance of Engineer, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. GC/CM shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, GC/CM shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by GC/CM to Engineer and Owner for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to GC/CM the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by GC/CM in a mutually agreed upon timeframe. Owner shall pay GC/CM monthly the amount retained for unfinished items as each item is completed.

#### 10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. GC/CM



shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

## 10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from GC/CM that the Work is complete and ready for final inspection and acceptance, Owner, with assistance of Engineer, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, GC/CM shall prepare for Owner's written acceptance a final application for payment stating that to the best of GC/CM's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to GC/CM within thirty-five (35) Days after GC/CM has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on GC/CM's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by GC/CM or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of GC/CM, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining Contract balance for Work not fully completed and accepted is less than the retained amount before payment, GC/CM shall submit to Engineer and Owner the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless GC/CM provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.



## ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY Indemnity under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 6 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

11.2 INSURANCE Insurance under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 5 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

11.2.1 GC/CM shall include Engineer (Burns & McDonnell Engineering Company, Inc.) and its employees, agents, subsidiaries, and affiliated entities as an additional insured on a primary and noncontributory basis, on general liability, umbrella/excess, pollution liability, and builder's risk policies and waive rights of subrogation against Engineer, its employees, agents, subsidiaries, and affiliated entities.

11.3 BONDS Bonds under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 5 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

11.4 In Article 11.1, 11.2 and 11.3 of this Agreement (above), the MPWSS and City Standard Modifications provisions contain references to Contract requirements that are beyond indemnity, insurance and bonds (e.g., correction period, defective Work, partial utilization, etc.). These other referenced requirements shall be carried-out in accordance with the applicable provisions contained in this Standard Agreement and General Conditions between Owner and GC/CM.

## ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

Suspension, Notice to Cure, and Termination under this Agreement shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 15 of the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

## ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

Dispute Mitigation and Resolution shall be in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and more specifically, Article 16 of the Standard



General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) contained therein; and, as amended or supplemented by MPWSS Section 00810 (Supplementary Conditions to the General Conditions); and, as amended or supplemented by the City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021, Section 00800 (City of Billings Supplementary Conditions) and Section 00810 (Supplementary Conditions).

## ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified GC/CM or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to GC/CM than this Agreement. If such assignment occurs, GC/CM shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

## ARTICLE 15 CONTRACT DOCUMENTS



15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- EXHIBIT A: 90% Drawings and Specifications, City of Billings W.O. 19-42 West End Water Treatment Plant, October 2023
- EXHIBIT B: Allowances, December 19, 2023; 2 pages
- EXHIBIT C: Assumptions and Calculations on which the GMP is based, December 19, 2023; 6 pages
- EXHIBIT D: Construction Schedule, December 19, 2023; 4 pages
- EXHIBIT E: Key GC/CM Personnel, Subcontractors and Suppliers, December 19, 2023; 1 page
- EXHIBIT F: Bidding Question and Answer Log, December 19, 2023; 14 pages
- GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, 56 pages
- Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010
- City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021

## 15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, GC/CM shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, GC/CM shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

## ARTICLE 16 SCOPE OF WORK

16.1 SCOPE OF WORK – BASE AGREEMENT Pursuant to Section 3.4 and ARTICLE 7, the Owner and GC/CM desire to establish a Guaranteed Maximum Price (GMP) for performance of the portion of Work in accordance with the exhibits and referenced documents listed below, which are part of this Agreement:

- EXHIBIT A: 90% Drawings and Specifications, City of Billings W.O. 19-42 West End Water Treatment Plant, October 2023
- EXHIBIT B: Allowances, December 19, 2023; 2 pages
- EXHIBIT C: Assumptions and Calculations on which the GMP is based, December 19, 2023; 6 pages
- EXHIBIT D: Construction Schedule, December 19, 2023; 4 pages



- EXHIBIT E: Key GC/CM Personnel, Subcontractors and Suppliers, December 19, 2023; 1 page
- EXHIBIT F: Bidding Question and Answer Log, December 19, 2023; 14 pages
- GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023, 56 pages
- Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010
- City of Billings Standard Modifications to MPWSS, Sixth Edition, January 2021

16.2 SUBSEQUENT WORK All subsequent Work not included in Section 16.1 shall be established in authorized future Amendment(s) which will become part of this Agreement. Separate GMP(s) shall be established for all future Work according to GC/CM Preconstruction Services Contract; W.O. 19-42, West End Water Treatment Plant Project, September 1, 2023.

City of Billings

Contractor

\_\_\_\_\_  
William A. Cole, Mayor

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

IRS Tax ID No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By \_\_\_\_\_  
Stacy Tenney, Deputy City Attorney

END OF DOCUMENT.



## **EXHIBIT A**

90% Drawings and Specifications  
City of Billings W.O. 19-42  
West End Water Treatment Plant  
October 2023

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**CITY OF BILLINGS,  
MONTANA**

**WEST END WATER TREATMENT PLANT**

**ISSUED FOR PERMIT REVIEW**

**TECHNICAL SPECIFICATIONS**

**BURNS & McDONNELL PROJECT NO. 118386**

**OCTOBER 2023**



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# CITY OF BILLINGS

## WEST END WATER TREATMENT PLANT

### ISSUED FOR PERMIT REVIEW

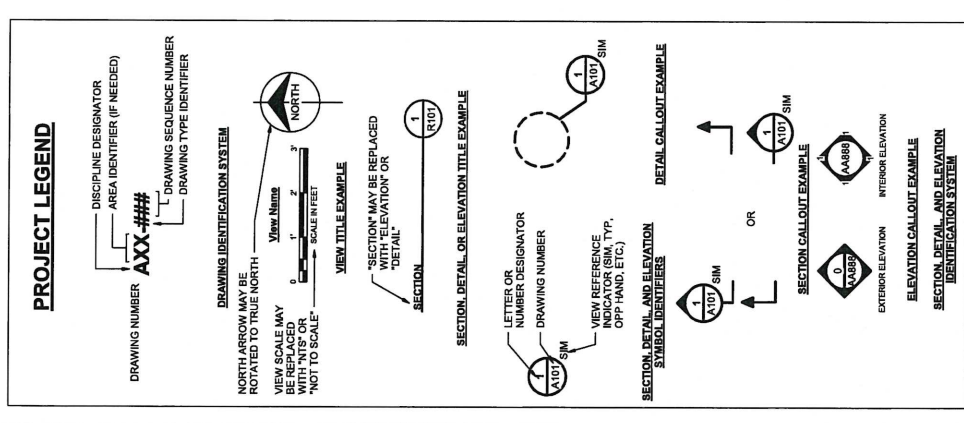
OCTOBER 2023  
 City of Billings Project No. 19-42  
 Burns & McDonnell Project No. 118386  
 Morrison-Maerle Project No. 4776.010

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**BURNS & McDONNELL**  
 Key Subconsultant:  
**Morrison Maerle**  
INTERNATIONAL CONSULTANTS, INC.

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| NO. | DATE     | BY | CHK | DESCRIPTION                  |
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| A   | 08/01/22 | JS |     | ISSUED FOR 30% DESIGN REVIEW |
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| P079   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXIII                        |        |                                              |
| P080   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXIV                         |        |                                              |
| P081   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXV                          |        |                                              |
| P082   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXVI                         |        |                                              |
| P083   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXVII                        |        |                                              |
| P084   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXVIII                       |        |                                              |
| P085   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXIX                         |        |                                              |
| P086   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXX                          |        |                                              |
| P087   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXI                         |        |                                              |
| P088   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXII                        |        |                                              |
| P089   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXIII                       |        |                                              |
| P090   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXIV                        |        |                                              |
| P091   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXV                         |        |                                              |
| P092   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXVI                        |        |                                              |
| P093   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXVII                       |        |                                              |
| P094   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXVIII                      |        |                                              |
| P095   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXIX                        |        |                                              |
| P096   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXX                         |        |                                              |
| P097   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXI                        |        |                                              |
| P098   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXII                       |        |                                              |
| P099   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIII                      |        |                                              |
| P100   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIV                       |        |                                              |
| P101   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXV                        |        |                                              |
| P102   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVI                       |        |                                              |
| P103   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVII                      |        |                                              |
| P104   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVIII                     |        |                                              |
| P105   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIX                       |        |                                              |
| P106   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXX                        |        |                                              |
| P107   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXI                        |        |                                              |
| P108   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXII                       |        |                                              |
| P109   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIII                      |        |                                              |
| P110   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIV                       |        |                                              |
| P111   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXV                        |        |                                              |
| P112   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVI                       |        |                                              |
| P113   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVII                      |        |                                              |
| P114   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVIII                     |        |                                              |
| P115   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIX                       |        |                                              |
| P116   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXX                        |        |                                              |
| P117   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXI                        |        |                                              |
| P118   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXII                       |        |                                              |
| P119   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIII                      |        |                                              |
| P120   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIV                       |        |                                              |
| P121   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXV                        |        |                                              |
| P122   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVI                       |        |                                              |
| P123   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVII                      |        |                                              |
| P124   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVIII                     |        |                                              |
| P125   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIX                       |        |                                              |
| P126   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXX                        |        |                                              |
| P127   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXI                        |        |                                              |
| P128   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXII                       |        |                                              |
| P129   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIII                      |        |                                              |
| P130   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIV                       |        |                                              |
| P131   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXV                        |        |                                              |
| P132   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVI                       |        |                                              |
| P133   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVII                      |        |                                              |
| P134   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVIII                     |        |                                              |
| P135   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIX                       |        |                                              |
| P136   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXX                        |        |                                              |
| P137   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXI                        |        |                                              |
| P138   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXII                       |        |                                              |
| P139   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIII                      |        |                                              |
| P140   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIV                       |        |                                              |
| P141   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXV                        |        |                                              |
| P142   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVI                       |        |                                              |
| P143   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVII                      |        |                                              |
| P144   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXVIII                     |        |                                              |
| P145   | OVERALL LOWER LEVEL PLAN                           |        |                                                      |        | CONNECTION DIAGRAM XXXXXIX                       |        |                                              |

**EXHIBIT B**

Allowances  
December 19, 2023

**EXHIBIT B: Allowances**

**23.0 ALLOWANCE**

| Item | Description      | Amount       | Comparison to Other Subcontractors' Bid |                 |              |               |
|------|------------------|--------------|-----------------------------------------|-----------------|--------------|---------------|
|      |                  |              | Loebro                                  | Easton          | Paradigm     | K2            |
| 23.1 | ASR Allowance    | \$ 1,700,000 |                                         | \$ 1,262,250.00 |              |               |
| 23.2 | SRA Allowance    | \$ -         |                                         | \$ 359,040.00   |              |               |
| 23.3 | Winter Concrete  | \$ 447,694   | Loebro                                  |                 |              |               |
| 23.4 | Catholic Protect | \$ 193,766   | Loebro                                  |                 |              |               |
| 23.5 | Added Electrical | \$ 150,000   | Askin                                   |                 |              |               |
|      |                  |              | CEI                                     | \$ 175,000.00   | \$ 27,940.00 | \$ 150,000.00 |

**23.0 ALLOWANC \$ 2,491,460**

| <b>ASR JUSTIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          | CY (less Mud Mat) | Lithium (\$/CY) | ASR Allowance | Add Markup & Escalation (7.95%+8%) | Total           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------|-----------------|---------------|------------------------------------|-----------------|
| 23.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Loebro   | 5700              | \$ 225          | \$ 1,282,500  | \$ 205,200.00                      | \$ 1,487,700.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Paradigm | 6420              | \$ 225          | \$ 1,444,500  | \$ 231,120.00                      | \$ 1,675,620.00 |
| <p><b>ASR:</b> the base concrete price (COST OF THE WORK) includes Coal Creek Fly Ash for ASR Mitigation. If Coal Creek Fly Ash is not available, the \$1.7-million would be used for an alternate ASR Mitigation Method (example: Lithium). Cost risk could be mitigated by DAC buying bulk admixture and the beginning of project to minimize running out, cost escalation, and subcontractor markup/profit.</p> <p><b>SRA:</b> Shrinkage Reducing Admixture. This will not be used as engineers relaxed shrinkage requirements if crystalline waterproofing admixture is used. Base concrete price includes Crystalline Waterproofing, so SRA will not be needed.</p> <p><b>Winter Concrete:</b> to be used for any efforts above and beyond normal weather concrete. Includes, but is not limited to labor, equipment, &amp; materials for the following: hot water for concrete mixing, concrete blankets and protection of concrete, snow removal from concrete work areas, snow tarps, equipment/fuel for heating forms/placed concrete, temperature sensors, productivity loss.</p> <p><b>Catholic Protection:</b> cathodic protection of the yard pipe was not completed as part of the 90% Plans &amp; Specs. This is for the final desing, materials, and installation of the cathodic protection of the large diameter yard pipe.</p> |          |                   |                 |               |                                    |                 |
| 23.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                   |                 |               |                                    |                 |
| 23.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                   |                 |               |                                    |                 |
| 23.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                   |                 |               |                                    |                 |

23.4

**Added Electrical:** allowance is for added items not show in the drawings that Billings' may elect to add.

| <b>WEWTP - 90% GMP Requested Electrical Modification to be Added to as ALLOWANCE</b> |                   |                                |                        |                                                                                                  |  |  |
|--------------------------------------------------------------------------------------|-------------------|--------------------------------|------------------------|--------------------------------------------------------------------------------------------------|--|--|
| <b>Rough Order of Magnitude Cost Adjustments</b>                                     |                   |                                |                        |                                                                                                  |  |  |
| Item                                                                                 | Location / System | Description                    | ROM covered in addenda | Note                                                                                             |  |  |
| 1                                                                                    | Electrical Room   | VFD Harmonic Mitigation        |                        | Removed from Allowance, \$150K if added, also need to figure out if there is enough space to add |  |  |
| 2                                                                                    | Electrical Room   | VFD Stand-Alone Enclosures     | \$ -                   |                                                                                                  |  |  |
| 3                                                                                    | Electrical Room   | Optimize Electrical Room Space | \$ 10,000              | There may be additional costs for wall and ceiling mods                                          |  |  |
| 4                                                                                    | Electrical Room   | Security Door Panel            | \$ 2,000               |                                                                                                  |  |  |

|                   |                             |                                                      |                |                                                                   |
|-------------------|-----------------------------|------------------------------------------------------|----------------|-------------------------------------------------------------------|
| 5                 | Electrical Room             | Relocate Card Access Panel                           | \$ 2,000       |                                                                   |
| 6                 | Tray System                 | Minimum Tray Size to 12"                             | \$ 5,000       |                                                                   |
| 7                 | Tray System                 | Added Cable Tray                                     | \$ 15,000      |                                                                   |
| 8                 | Security System (Intrusion) | Integrate                                            | \$ 2,000       |                                                                   |
| 9                 | Chemical Rooms              | Fiberglass conduit to sch80 PVC                      | \$ (7,000)     |                                                                   |
| 10                | Server (IT) Room            | Redundant PowerWare UPS                              | \$ 0           | Removed from Allowance. \$40K/each if added back in to Allowance. |
| 11                | Server (IT) Room            | UPS Power Supply Distribution                        | \$ 10,000      |                                                                   |
| 12                | Server (IT) Room            | Other UPS Loads                                      | \$ 5,000       |                                                                   |
| 13                | Server (IT) Room            | Fiber landed at Main / Term @                        |                |                                                                   |
| 14                | Server (IT) Room            | Main Fiber Distribution Box                          | \$ 2,000       |                                                                   |
| 15                | Server (IT) Room            | Radio System                                         | \$ 7,000       |                                                                   |
|                   |                             | Camera System DVR                                    | none provided  |                                                                   |
| 16                | Server (IT) Room            | Intercom Station in Control Room                     | no cost        |                                                                   |
|                   |                             |                                                      |                | Need to investigate if there is an add for the actual door        |
| 17                | Server (IT) Room            | Locking Steel Door                                   | \$ 1,000       |                                                                   |
| 18                | Server (IT) Room            | 3-ea Spare Conduits                                  | \$ 1,000       |                                                                   |
| 19                | Server (IT) Room            | Mine Fiber Demarcation & Patch Panel                 | \$ 1,000       |                                                                   |
| 20                | Server (IT) Room            | Network Jacks                                        | \$ 2,000       |                                                                   |
| 21                | Lift Station                | Endress Ultrasonic Level                             |                |                                                                   |
|                   |                             | Transmitter                                          | \$ 2,000       |                                                                   |
| 22                | Lift Station                | Delete Lift Station PLC                              | \$ 3,000       |                                                                   |
| 23                | Lift Station                | Replace Fiber Optic Cable                            | \$ 2,000       |                                                                   |
| 24                | Lift Station                | 20' Yard Light @ Lift Station                        | \$ 5,000       |                                                                   |
|                   |                             |                                                      |                | Still waiting on confirmation, best guess.                        |
| 25                | Switchgear                  | GE 850 Relays                                        | \$ 30,000      |                                                                   |
| 26                | Switchgear                  | MV High Temp Alarms                                  | \$ 2,000       |                                                                   |
| 27                | Switchgear                  | Kirk Keys                                            | \$ 20,000      |                                                                   |
| 28                | Network                     | Delete PC-Lift - Hardwire                            | \$ 3,000       |                                                                   |
| 29                | Network                     | Delete MCC Power Monitoring                          | no cost        | tried to Item 25                                                  |
|                   |                             | Hard-wire Associated I/O to Adjacent PLC or RIO Unit | \$ 5,000       |                                                                   |
| 31                | Network                     | Add OIT to WE-PLC-MAIN                               | \$ 10,000      |                                                                   |
| 32                | CP Cabinets                 | Provide for Future Capacity                          | \$ 10,000      |                                                                   |
| <b>TOTAL = \$</b> |                             |                                                      | <b>150,000</b> |                                                                   |

## **EXHIBIT C**

Assumptions and Calculations  
on Which the GMP is Based  
December 19, 2023



**BILLINGS WEST END WATER TREATMENT PLANT**

**EXHIBIT C: Assumptions and Calculations on which the GMP is Based**

**FINAL**

**COST OF THE WORK**

| Item                         | Description                   | Quantity | Units | Unit Price    | Total                | Note:                                                                                                                                                                                                                                                                       |
|------------------------------|-------------------------------|----------|-------|---------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0                          | GENERAL REQUIREMENTS          | 1.0      | LS    | \$ 1,338,972  | \$ 1,338,972         | Permits/Fees, Mobe/Demobe, Hourly Craft Lording, O&M's, Survey, Testing Services, Temp Lights, Temp Walkway/Access, Temp Storage, Temp Fence, Road Maint./Sweeping, Misc Mtrl Pickup/Unload, Site Support, Cleanup/Seal Project, Winter Protection/Temp Heat, Snow Removal. |
| 2.0                          | SITE WORK & DEMO              | 1.0      | LS    | \$ 5,232,045  | \$ 5,232,045         | SWPPP, Dewatering, Dewatering Maint., Earthwork, Sitework, Yard Pipe, Lift Station, Site Drainage, Site Concrete, Micropile, & Fencing.                                                                                                                                     |
| 3.0                          | CONCRETE                      | 1.0      | LS    | \$ 11,010,391 | \$ 11,010,391        | Mud Mat & Structural Concrete complete.                                                                                                                                                                                                                                     |
| 4.0                          | METALS                        | 1.0      | LS    | \$ 765,432    | \$ 765,432           | Misc: Metals supply and installation.                                                                                                                                                                                                                                       |
| 5.0                          | THERMAL & MOISTURE PROTECTION | 1.0      | LS    | \$ 50,142     | \$ 50,142            | Damproofing and foundation insulation.                                                                                                                                                                                                                                      |
| 6.0                          | DOORS & WINDOWS               | 1.0      | LS    | \$ 237,588    | \$ 237,588           | Supply and installation of Doors, OH Doors, & Windows.                                                                                                                                                                                                                      |
| 7.0                          | FINISHES                      | 1.0      | LS    | \$ 1,442,435  | \$ 1,442,435         | Rough Carpentry, Architectural Case Work & Interior, Thermal Insulation, Metal Stud Framing, Gypsum Board Assemblies, Flooring & Tile, Suspended Ceiling System, Specialties, Signage, & Lab Equipment.                                                                     |
| 8.0                          | PROCESS EQUIPMENT             | 1.0      | LS    | \$ 11,774,084 | \$ 11,774,084        | Supply & installation of Process Equipment.                                                                                                                                                                                                                                 |
| 9.0                          | PEMB                          | 1.0      | LS    | \$ 2,498,037  | \$ 2,498,037         | Supply & installation of PEMB.                                                                                                                                                                                                                                              |
| 10.0                         | PROCESS PIPE                  | 1.0      | LS    | \$ 6,919,826  | \$ 6,919,826         | Supply & installation of Process Pipe.                                                                                                                                                                                                                                      |
| 11.0                         | HVAC                          | 1.0      | LS    | \$ 1,316,854  | \$ 1,316,854         | Supply & installation of HVAC.                                                                                                                                                                                                                                              |
| 12.0                         | PLUMBING                      | 1.0      | LS    | \$ 409,415    | \$ 409,415           | Supply & installation of Plumbing.                                                                                                                                                                                                                                          |
| 13.0                         | FIRE PROTECTION               | 1.0      | LS    | \$ 200,000    | \$ 200,000           | Supply & installation of Fire Protection Sprinkler System.                                                                                                                                                                                                                  |
| 14.0                         | ELECTRICAL & CONTROLS         | 1.0      | LS    | \$ 8,577,970  | \$ 8,577,970         | Supply & installation of Electrical, Controls, & System Integration.                                                                                                                                                                                                        |
| <b>COST OF WORK SUBTOTAL</b> |                               |          |       |               | <b>\$ 51,773,190</b> |                                                                                                                                                                                                                                                                             |

**GC/CM GENERAL CONDITIONS**

| Item                                     | Description        | Quantity | Units | Unit Price | Budget Total        | Note:                       |
|------------------------------------------|--------------------|----------|-------|------------|---------------------|-----------------------------|
| 15.0                                     | GENERAL CONDITIONS | 37.00    | MONTH | 123,825.00 | \$ 4,581,525        | January 2024 - January 2027 |
| <b>GC/CM GENERAL CONDITIONS SUBTOTAL</b> |                    |          |       |            | <b>\$ 4,581,525</b> |                             |

**TOTALS**

| Item | Description                              | Quantity | Units | Unit Price       | Total                | Note:                                                                                                                                                                                                                                                            |
|------|------------------------------------------|----------|-------|------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16.0 | DIRECT COST OF THE WORK                  |          |       |                  | \$ 51,773,190        | See above and Direct Cost of the Work Sheet for breakout.                                                                                                                                                                                                        |
| 17.0 | GC/CM GENERAL CONDITIONS                 |          |       |                  | \$ 4,581,525         | See above and General Conditions Sheet for breakout.                                                                                                                                                                                                             |
| 18.0 | GC/CM FEE                                | 7.95%    |       | \$ 51,773,190.24 | \$ 4,115,969         | Construction Fee of 7.95% to be applied to the Direct Cost of the Work.                                                                                                                                                                                          |
| 19.0 | BOND + 2-yr Warranty                     | 1.00%    |       | \$ 60,470,683.86 | \$ 604,707           | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost.                                                                                                                                             |
| 20.0 | INSURANCE                                | 1.25%    |       | \$ 60,470,683.86 | \$ 755,884           | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost.                                                                                                                                                          |
| 21.0 | GROSS RECEIPTS TAX                       | 1.00%    |       | \$ 61,831,774.25 | \$ 618,313           | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance.                                                                                                                                                |
| 22.0 | CONTINGENCY - GC/CM                      |          |       |                  | \$ 3,257,687         | A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. See Contingency - GC/CM Sheet. Remainder of GC/CM Contingency to be negotiated between City of Billings' and GC/CM. |
| 23.0 | ALLOWANCE                                |          |       |                  | \$ 2,491,460         | Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. See Allowance Sheet for breakout.                                                                                                                       |
| 24.0 | TOTAL GC/CM GMP                          |          |       |                  | <b>\$ 68,198,734</b> |                                                                                                                                                                                                                                                                  |
| 25.0 | CONTINGENCY - BILLINGS'                  |          |       |                  | \$ 3,000,000         | A fund to cover cost growth during the project used at the discretion of the City of Billings' usually for costs that result from project circumstances.                                                                                                         |
| 26.0 | TOTAL PROJECT w/ CONTINGENCY - BILLINGS' |          |       |                  | <b>\$ 71,198,734</b> |                                                                                                                                                                                                                                                                  |

**EXHIBIT C: Assumptions and Calculations on which the GMP is Based**  
**COST OF THE WORK**

| Item       | Description                              | Quantity   | Units     | Unit Price           | Total                | Note:                                                                                                                                                                                                                                          |
|------------|------------------------------------------|------------|-----------|----------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.0</b> | <b>GENERAL REQUIREMENTS</b>              | <b>1.0</b> | <b>LS</b> | <b>\$ 1,338,972</b>  | <b>\$ 1,338,972</b>  |                                                                                                                                                                                                                                                |
| 1.1        | Permits & Fees                           | 1.0        | LS        | \$ 11,000            | \$ 11,000            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.2        | Mobe/Demobe                              | 1.0        | LS        | \$ 51,856            | \$ 51,856            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.3        | Lodging                                  | 1.0        | LS        | \$ 72,488            | \$ 72,488            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.4        | O&M Manuals                              | 1.0        | LS        | \$ 3,000             | \$ 3,000             | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.5        | Survey                                   | 1.0        | LS        | \$ 135,500           | \$ 135,500           | DAC CIVIL w/ IMEG as Sub Support                                                                                                                                                                                                               |
| 1.6        | Testing Services                         | 1.0        | LS        | \$ 90,000            | \$ 90,000            | Sub = Terracon                                                                                                                                                                                                                                 |
| 1.7        | Temp Lights                              | 1.0        | LS        | \$ 40,960            | \$ 40,960            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.8        | Temp Walkway/Access                      | 1.0        | LS        | \$ 42,507            | \$ 42,507            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.9        | Temp Storage                             | 1.0        | LS        | \$ 267,040           | \$ 267,040           | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.10       | Temp Fence                               | 1.0        | LS        | \$ 46,500            | \$ 46,500            | Sub = Montana Fence (Billings)                                                                                                                                                                                                                 |
| 1.11       | Road Maintenance & Sweeping              | 1.0        | LS        | \$ 22,960            | \$ 22,960            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.12       | Matrl Pickup                             | 1.0        | LS        | \$ 36,752            | \$ 36,752            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.13       | Matrl Unload                             | 1.0        | LS        | \$ 36,752            | \$ 36,752            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.14       | Site Support                             | 1.0        | LS        | \$ 299,287           | \$ 299,287           | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.15       | Cleanup/Sell Job/Punchlist               | 1.0        | LS        | \$ 56,251            | \$ 56,251            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.16       | Winter Protection & Temp Heat            | 1.0        | LS        | \$ 77,444            | \$ 77,444            | DAC CIVIL                                                                                                                                                                                                                                      |
| 1.17       | Snow Removal                             | 1.0        | LS        | \$ 48,675            | \$ 48,675            | DAC CIVIL                                                                                                                                                                                                                                      |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>2.0</b> | <b>SITE WORK &amp; DEMO</b>              | <b>1.0</b> | <b>LS</b> | <b>\$ 5,232,045</b>  | <b>\$ 5,232,045</b>  |                                                                                                                                                                                                                                                |
| 2.1        | SWPPP                                    | 1.0        | LS        | \$ 136,489           | \$ 136,489           | Sub = Askin Construction                                                                                                                                                                                                                       |
| 2.2        | Dewatering & Maintenance                 | 1.0        | LS        | \$ 292,496           | \$ 292,496           | Sub = Askin Construction                                                                                                                                                                                                                       |
| 2.3        | Temp Site Controls                       | 1.0        | LS        | \$ 203,922           | \$ 203,922           | Sub = Askin Construction                                                                                                                                                                                                                       |
| 2.4        | Initial Earthwork                        | 1.0        | LS        | \$ 1,612,425         | \$ 1,612,425         | Sub = Askin Construction                                                                                                                                                                                                                       |
| 2.5        | Site Concrete                            | 1.0        | LS        | \$ 60,478            | \$ 60,478            | Sub = Askin Construction                                                                                                                                                                                                                       |
| 2.7        | Lift Station                             | 1.0        | LS        | \$ 284,871           | \$ 284,871           | Sub = Askin Construction                                                                                                                                                                                                                       |
| 2.9        | Final Earthwork & Site Civil             | 1.0        | LS        | \$ 1,759,716         | \$ 1,759,716         | Sub = Askin Construction. Includes Connection of Roof Drains to Yard Pipe.                                                                                                                                                                     |
| 2.10       | Fencing                                  | 1.0        | LS        | \$ 73,791            | \$ 73,791            | Sub = Montana Fence (Billings)                                                                                                                                                                                                                 |
| 2.11       | Landscaping                              | 1.0        | LS        | \$ 13,525            | \$ 13,525            | DAC CIVIL - Broadcast Seed Site                                                                                                                                                                                                                |
| 2.12       | Micropile                                | 1.0        | LS        | \$ 794,332           | \$ 794,332           | Sub = Condon Johnson. Includes credit for defered design to CJ.                                                                                                                                                                                |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>3.0</b> | <b>CONCRETE</b>                          | <b>1.0</b> | <b>LS</b> | <b>\$ 11,010,391</b> | <b>\$ 11,010,391</b> | <b>Mud Mat &amp; Structural Concrete complete.</b>                                                                                                                                                                                             |
| 3.1        | CONCRETE SUB                             | 1.0        | LS        | \$ 11,010,391        | \$ 11,010,391        | Sub = Loenbro. Includes Tank Disinfection. Vapor barrier added.                                                                                                                                                                                |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>4.0</b> | <b>METALS</b>                            | <b>1.0</b> | <b>LS</b> | <b>\$ 765,432</b>    | <b>\$ 765,432</b>    | <b>Misc. Metals supply and installation.</b>                                                                                                                                                                                                   |
| 4.1        | Misc. Metals & FRP                       | 1.0        | LS        | \$ 765,432           | \$ 765,432           | Sub = Apex. INCLUDES Grouting of Columns                                                                                                                                                                                                       |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>5.0</b> | <b>THERMAL &amp; MOISTURE PROTECTION</b> | <b>1.0</b> | <b>LS</b> | <b>\$ 50,142</b>     | <b>\$ 50,142</b>     | <b>Damproofing and foundation insulation.</b>                                                                                                                                                                                                  |
| 5.1        | Foundation Damproofing & Insulation      | 1.0        | LS        | \$ 50,142            | \$ 50,142            | Sub = MT Coatings                                                                                                                                                                                                                              |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>6.0</b> | <b>DOORS &amp; WINDOWS</b>               | <b>1.0</b> | <b>LS</b> | <b>\$ 237,588</b>    | <b>\$ 237,588</b>    | <b>Supply and installation of Doors, OH Doors, &amp; Windows.</b>                                                                                                                                                                              |
| 6.1        | Doors                                    | 1.0        | LS        | \$ 187,235           | \$ 187,235           | DAC BILLINGS                                                                                                                                                                                                                                   |
| 6.2        | OH Door                                  | 1.0        | LS        | \$ 36,213            | \$ 36,213            | Sub = Alpha Overhead Door                                                                                                                                                                                                                      |
| 6.3        | Windows                                  | 1.0        | LS        | \$ 14,140            | \$ 14,140            | Sub = Grizzly Glass                                                                                                                                                                                                                            |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>7.0</b> | <b>FINISHES</b>                          | <b>1.0</b> | <b>LS</b> | <b>\$ 1,442,435</b>  | <b>\$ 1,442,435</b>  | <b>Painting, Coatings, Rough Carpentry, Architectural Case Work &amp; Interior, Thermal Insulation, Metal Stud Framing, Gypsum Board Assemblies, Flooring &amp; Tile, Suspended Ceiling System, Specialties, Signage, &amp; Lab Equipment.</b> |
| 7.1        | Paint & Coatings                         | 1.0        | LS        | \$ 431,754           | \$ 431,754           | Painting, Coatings, Process Pipe Paint, Epoxy Containment, etc., Steel Tank Interior Coating (excluded by supplier).                                                                                                                           |
| 7.2        | Finishes                                 | 1.0        | LS        | \$ 1,010,681         | \$ 1,010,681         | Rough Carpentry, Architectural Case Work & Interior, Thermal Insulation, Metal Stud Framing, Gypsum Board Assemblies, Flooring & Tile, Suspended Ceiling System, Specialties, Signage, & Lab Equipment.                                        |
|            |                                          |            |           |                      | \$ -                 |                                                                                                                                                                                                                                                |
| <b>8.0</b> | <b>PROCESS EQUIPMENT</b>                 | <b>1.0</b> | <b>LS</b> | <b>\$ 11,774,084</b> | <b>\$ 11,774,084</b> | <b>Supply &amp; installation of Process Equipment.</b>                                                                                                                                                                                         |
| 8.1        | Supply Slide Gates                       | 1.0        | LS        | \$ 49,925            | \$ 49,925            | Goble Sampson / Golden Harvest                                                                                                                                                                                                                 |
| 8.2        | Supply Vertical Turbine Pumps            | 1.0        | LS        | \$ 1,167,496         | \$ 1,167,496         | Cogent / Goulds                                                                                                                                                                                                                                |
| 8.3        | Supply Rotary Lobe Pumps                 | 1.0        | LS        | \$ 49,845            | \$ 49,845            | Cogent / Netzsch                                                                                                                                                                                                                               |
| 8.4        | Supply Tanks                             | 1.0        | LS        | \$ 577,650           | \$ 577,650           | Municipal Treatment Equipment / FRP = Design / Steel = Palmer. Includes credit for site glass specification change.                                                                                                                            |
| 8.5        | Supply Chemical Systems                  | 1.0        | LS        | \$ 299,420           | \$ 299,420           | TMG / Blue White (pump). Added Flow Meters included.                                                                                                                                                                                           |
| 8.6        | Supply Rapid Mix                         | 1.0        | LS        | \$ 60,000            | \$ 60,000            | Plug, no quote. Need to find supplier.                                                                                                                                                                                                         |
| 8.7        | Supply Pretreatment                      | 1.0        | LS        | \$ 1,572,857         | \$ 1,572,857         | JMS                                                                                                                                                                                                                                            |
| 8.8        | Supply Membrane Equipment                | 1.0        | LS        | \$ 6,376,291         | \$ 6,376,291         | H2O. Includes: adds/subtractions from GMP Meeting; added back in FRP Tanks (originally this was HDPE); 8% 2024 escalation.                                                                                                                     |

|                       |                                                   |            |           |                     |                      |                                                                                                                                                                                                          |
|-----------------------|---------------------------------------------------|------------|-----------|---------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.9                   | Process Equipment Install                         | 1.0        | LS        | \$ 1,620,600        | \$ 1,620,600         | DAC CIVIL. Includes Clean/Disinfection of Basins and Project. Includes house keeping pads for all process equipment and electrical gear inside the building. Includes the CIP Tank added in H2O Package. |
| 8.10                  | Commissioning Support                             | 1.0        | LS        | \$ -                | \$ -                 | Removed and added extra staff to GC's.                                                                                                                                                                   |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| <b>9.0</b>            | <b>PEMB</b>                                       | <b>1.0</b> | <b>LS</b> | <b>\$ 2,498,037</b> | <b>\$ 2,498,037</b>  | <b>Supply &amp; installation of PEMB.</b>                                                                                                                                                                |
| 9.1                   | Supply & Install PEMB                             | 1.0        | LS        | \$ 2,385,237        | \$ 2,385,237         | Sub = Apex                                                                                                                                                                                               |
| 9.2                   | Supply & Install Anchor Bolts                     | 1.0        | LS        | \$ 45,800           | \$ 45,800            | DAC CIVIL INCLUDES Grouting of Columns                                                                                                                                                                   |
| 9.3                   | PEMB Weather Protection                           | 1.0        | LS        | \$ 67,000           | \$ 67,000            | DAC CIVIL                                                                                                                                                                                                |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| <b>10.0</b>           | <b>PROCESS PIPE</b>                               | <b>1.0</b> | <b>LS</b> | <b>\$ 6,919,826</b> | <b>\$ 6,919,826</b>  | <b>Supply &amp; installation of Process Pipe.</b>                                                                                                                                                        |
| 10.1                  | Supply & Install Process Pipe                     | 1.0        | LS        | \$ 6,905,008        | \$ 6,905,008         | DAC CIVIL. Includes concrete encased pipe, disinfection, lift station coatings.                                                                                                                          |
| 10.2                  | Supply & Install Flowfill for 8" Backwash Recycle | 1.0        | LS        | \$ 14,818           | \$ 14,818            | DAC CIVIL. Flowfill to fill the cavity around the 8" Backwash Recycle.                                                                                                                                   |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| <b>11.0</b>           | <b>HVAC</b>                                       | <b>1.0</b> | <b>LS</b> | <b>\$ 1,316,854</b> | <b>\$ 1,316,854</b>  | <b>Supply &amp; installation of HVAC.</b>                                                                                                                                                                |
| 11.1                  | Supply & Install HVAC                             | 1.0        | LS        | \$ 1,316,854        | \$ 1,316,854         | Sub = Air Controls                                                                                                                                                                                       |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| <b>12.0</b>           | <b>PLUMBING</b>                                   | <b>1.0</b> | <b>LS</b> | <b>\$ 409,415</b>   | <b>\$ 409,415</b>    | <b>Supply &amp; installation of Plumbing.</b>                                                                                                                                                            |
| 12.1                  | Supply & Install Plumbing                         | 1.0        | LS        | \$ 409,415          | \$ 409,415           | Sub = G&T Plumbing                                                                                                                                                                                       |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| <b>13.0</b>           | <b>FIRE PROTECTION</b>                            | <b>1.0</b> | <b>LS</b> | <b>\$ 200,000</b>   | <b>\$ 200,000</b>    | <b>Supply &amp; installation of Fire Protection Sprinkler System.</b>                                                                                                                                    |
| 13.1                  | Fire Protection                                   | 1.0        | LS        | \$ 200,000          | \$ 200,000           | Plug, no quote. Need to find sub.                                                                                                                                                                        |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| <b>14.0</b>           | <b>ELECTRICAL &amp; CONTROLS</b>                  | <b>1.0</b> | <b>LS</b> | <b>\$ 8,577,970</b> | <b>\$ 8,577,970</b>  | <b>Supply &amp; installation of Electrical, Controls, &amp; System Integration. Includes Analyzer Panels and Pumps.</b>                                                                                  |
| 14.1                  | Labor & Equipment - Meter On                      | 1.0        | LS        | \$ 4,751,350.00     | \$ 4,751,350         |                                                                                                                                                                                                          |
| 14.2                  | Programming, Controls, & Integration              | 1.0        | LS        | \$ 1,726,610.00     | \$ 1,726,610         |                                                                                                                                                                                                          |
| 14.3                  | Supply Flowmeters                                 | 1.0        | LS        | \$ 34,560.00        | \$ 34,560            |                                                                                                                                                                                                          |
| 14.4                  | Duct Bank                                         | 1.0        | LS        | \$ 1,725,300.00     | \$ 1,725,300         |                                                                                                                                                                                                          |
| 14.5                  | Auto Gates                                        | 1.0        | LS        | \$ 34,650.00        | \$ 34,650            |                                                                                                                                                                                                          |
| 14.6                  | Temp Power                                        | 1.0        | LS        | \$ 65,250.00        | \$ 65,250            |                                                                                                                                                                                                          |
| 14.7                  | Security, Intrusion, & Fire Alarm                 | 1.0        | LS        | \$ 172,650.00       | \$ 172,650           |                                                                                                                                                                                                          |
| 14.8                  | Add: GE Pad Mount XMFR                            | 1.0        | LS        | \$ 127,600.00       | \$ 127,600           | Improves submittal and delivery lead time by 56-weeks                                                                                                                                                    |
| 14.9                  | Add: NWE Temp Power Requirements                  | 1.0        | LS        | \$ 40,000.00        | \$ 40,000            | Labor and Materials that Northwestern Energy needs performed before than can get temporary power delivered to site.                                                                                      |
| 14.10                 | Credit: Swap Breakers for Fuses                   | 1.0        | LS        | \$ (100,000.00)     | \$ (100,000)         | Credit for switching spec breakers to fuses.                                                                                                                                                             |
|                       |                                                   |            |           |                     | \$ -                 |                                                                                                                                                                                                          |
| COST OF WORK SUBTOTAL |                                                   |            |           |                     | <b>\$ 51,773,190</b> |                                                                                                                                                                                                          |

**EXHIBIT C: Assumptions and Calculations on which the GMP is Based**  
**GC/CM GENERAL CONDITIONS**

| Item | Description                              | Quantity | Units | Unit Price    | Budget Total | Note:                                                                                                                                                                                                        |
|------|------------------------------------------|----------|-------|---------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15.0 | <b>GENERAL CONDITIONS</b>                | 37.00    | MONTH | 123,825.00    | \$ 4,581,525 | January 2024 - January 2027                                                                                                                                                                                  |
|      | Blueprint Expense                        | 37.00    | MONTH | 100.00        | \$ 3,700     |                                                                                                                                                                                                              |
|      | Engineering Fees                         | 37.00    | MONTH | 200.00        | \$ 7,400     |                                                                                                                                                                                                              |
|      | Legal                                    | 37.00    | MONTH | 200.00        | \$ 7,400     |                                                                                                                                                                                                              |
|      | Project Controls & Quality Engineer      | 37.00    | MONTH | 46,811.00     | \$ 1,732,007 | Includes add PE. 3-total for project.                                                                                                                                                                        |
|      | Project Manager                          | 37.00    | MONTH | 12,917.00     | \$ 477,929   | 1-project manager                                                                                                                                                                                            |
|      | Superintendent                           | 37.00    | MONTH | 13,008.00     | \$ 481,296   | 1-superintendent                                                                                                                                                                                             |
|      | Safety Professional                      | 37.00    | MONTH | 1,561.00      | \$ 57,757    |                                                                                                                                                                                                              |
|      | Travel Expense                           | 37.00    | MONTH | 250.00        | \$ 9,250     |                                                                                                                                                                                                              |
|      | Lodging (Salary)                         | 37.00    | MONTH | 11,200.00     | \$ 414,400   |                                                                                                                                                                                                              |
|      | Subsistence (Salary)                     | 37.00    | MONTH | 13,054.00     | \$ 482,998   |                                                                                                                                                                                                              |
|      | Office Trailer                           | 37.00    | MONTH | 3,633.00      | \$ 134,421   |                                                                                                                                                                                                              |
|      | Office Furnishings                       | 37.00    | MONTH | 100.00        | \$ 3,700     |                                                                                                                                                                                                              |
|      | Office Supplies                          | 37.00    | MONTH | 100.00        | \$ 3,700     |                                                                                                                                                                                                              |
|      | Computer/IT                              | 37.00    | MONTH | 2,250.00      | \$ 83,250    |                                                                                                                                                                                                              |
|      | Job Meeting                              | 37.00    | MONTH | 200.00        | \$ 7,400     |                                                                                                                                                                                                              |
|      | Temp Water                               | 37.00    | MONTH | 125.00        | \$ 4,625     |                                                                                                                                                                                                              |
|      | Cell Phone                               | 37.00    | MONTH | 750.00        | \$ 27,750    |                                                                                                                                                                                                              |
|      | Radios                                   | 37.00    | MONTH | 150.00        | \$ 5,550     |                                                                                                                                                                                                              |
|      | Training                                 | 37.00    | MONTH | 300.00        | \$ 11,100    |                                                                                                                                                                                                              |
|      | Safety                                   | 37.00    | MONTH | 250.00        | \$ 9,250     |                                                                                                                                                                                                              |
|      | Project Signs                            | 37.00    | MONTH | 100.00        | \$ 3,700     |                                                                                                                                                                                                              |
|      | Small Tools                              | 37.00    | MONTH | 246.00        | \$ 9,102     |                                                                                                                                                                                                              |
|      | Equipment Rental                         | 37.00    | MONTH | 13,920.00     | \$ 515,040   |                                                                                                                                                                                                              |
|      | Trash Disposal                           | 37.00    | MONTH | 1,400.00      | \$ 51,800    |                                                                                                                                                                                                              |
|      | Temp Toilet                              | 37.00    | MONTH | 1,000.00      | \$ 37,000    |                                                                                                                                                                                                              |
|      |                                          |          |       |               | \$ -         |                                                                                                                                                                                                              |
|      | <b>GC/CM GENERAL CONDITIONS SUBTOTAL</b> |          |       | \$ 123,825.00 | \$ 4,581,525 | Preconstruction Contract = \$105,725/month. In GMP review, Project Team added 1-each project engineer. Per Preconstruction Contract Project Engineer is \$18,100/month. This brings GC's to \$123,825/month. |

**EXHIBIT C: Assumptions and Calculations on which the GMP is Based**

**WEWTP Contingency & Risk**

| 20.0 CONTINGENCY - GC/CM |                                 |               |                                                                                                                            |
|--------------------------|---------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------|
| Item                     | Description                     | Amount (COST) | Notes                                                                                                                      |
| 20.10                    | General Requirements            |               |                                                                                                                            |
| 20.11                    | Schedule                        | \$ 123,825.00 | 1-month over on schedule                                                                                                   |
| 20.12                    | Snow Removal                    | \$ 84,600.00  | 2-legit seasons                                                                                                            |
| 20.13                    | Winter Conditions               | \$ 54,500.00  | 2-legit seasons                                                                                                            |
| 20.20                    | Site Civil                      |               |                                                                                                                            |
| 20.21                    | Temporary Roads & Laydown       | \$ 76,100.00  | maintenance, +/- 37% of install                                                                                            |
| 20.22                    | Dewatering                      | \$ 31,250.00  | additional 3-month risk                                                                                                    |
| 20.23                    | Excavation (constructability)   | \$ 58,400.00  | sloping, benching, access for concrete crew                                                                                |
| 20.24                    | Winter Backfill                 | \$ 51,350.00  |                                                                                                                            |
| 20.25                    | Yard Pipe Material Escalation   | \$ 31,297.00  | material escalation & tie-in to WER. 8% of +/- \$400K yard pipe package                                                    |
| 20.26                    | Cathodic Protection             | allowance     | topic for discussion                                                                                                       |
| 20.27                    | Aggregate Materials Escalation  | \$ 21,000.00  | assumed 15% material cost on sub package, +/- \$262K, w/ 8% escalation = \$21K. Material escalatoin for 2026 installation. |
| 20.30                    | Micropile                       |               |                                                                                                                            |
| 20.31                    | Materials                       | \$ 4,200.00   | per discussion with CJ, low risk                                                                                           |
| 20.32                    | Schedule                        | \$ -          |                                                                                                                            |
| 20.33                    | Grout Overrun                   | \$ 5,350.00   | per discussion with CJ, low risk                                                                                           |
| 20.34                    | Sub Design                      | \$ -          | credit accounted for in the cost of work                                                                                   |
| 20.40                    | Structural Concrete             |               |                                                                                                                            |
| 20.41                    | Mud Mat Qty Over-run            | \$ 109,821.00 | 460 CY. 0.5-ft extra deth for shale overbreak                                                                              |
| 20.42                    | Schedule                        | \$ 123,825.00 | 1-month over on schedule, winter concrete production risk                                                                  |
| 20.43                    | Concrete Price Escalation       | \$ 58,900.00  | +/- 6,000-cy @ \$10/cy increase                                                                                            |
| 20.44                    | Winter Conditions               | allowance     | topic for discussion                                                                                                       |
| 20.45                    | ASR                             | allowance     | topic for discussion                                                                                                       |
| 20.50                    | Misc Metals                     |               |                                                                                                                            |
| 20.51                    | Scope Gap & Missing, Escalation | \$ 38,200.00  | +/- 5% of package                                                                                                          |
| 20.60                    | Firestopping                    |               |                                                                                                                            |
| 20.61                    | Scope Gap & Missing, Escalation | \$ 10,750.00  | carried by each trade & sub in there specific packages. Risk largely lies within the Plumbing Package.                     |
| 20.70                    | Damproofing & Fnd Insulation    |               |                                                                                                                            |
| 20.71                    |                                 | \$ -          |                                                                                                                            |
|                          |                                 | \$ -          |                                                                                                                            |
| 20.80                    | Coatings & Painting             |               |                                                                                                                            |
|                          |                                 | \$ -          |                                                                                                                            |
|                          |                                 | \$ -          |                                                                                                                            |
| 20.90                    | Finishes                        |               |                                                                                                                            |
| 20.91                    | Scope Gap & Missing             | \$ 38,427.00  | +/- 4% of scope package                                                                                                    |
| 20.92                    | Materials                       | \$ 42,360.00  | +/- 4% of scope package                                                                                                    |
| 20.100                   | Process Equipment               |               |                                                                                                                            |
| 20.110                   | Scope Gap & Missing             | \$ 41,149.00  | unknow & no historical production rates for JMS and H2O equipment. Miss production goal by 12%.                            |
| 20.120                   | Non-Spec Site Glass             | \$ -          | accounted for in cost of work                                                                                              |

|        |                                                |                 |                                                                                                                                                                                                                                                                                                             |
|--------|------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20.130 | Steel to FRP Tank Sulfuric Acid (Safety Issue) | \$ 40,000.00    | Steel tank supplier will not make sulfuric acid tank out of steel due to safety concerns. What do we need to do? Quoted as FRP. Supplier came back on 12/11/2023 and now said FRP can also not be used as well. Best we can it would be a \$40K add if we could find a steel tank manufacturer to build it. |
| 20.140 | Equipment Escalation                           | \$ 776,411.04   | H2O = 8% escalation; JMS = 8% escalation; 8% on other                                                                                                                                                                                                                                                       |
| 20.200 | PEMB                                           |                 |                                                                                                                                                                                                                                                                                                             |
| 20.210 | Scope Gap & Missing                            | \$ -            |                                                                                                                                                                                                                                                                                                             |
| 20.220 | Materials                                      | \$ 140,000.00   | 10% for steel escalation.                                                                                                                                                                                                                                                                                   |
| 20.300 | Process Pipe                                   |                 |                                                                                                                                                                                                                                                                                                             |
| 20.310 | Scope Gap & Missing                            | \$ 28,100.00    | 5% labor risk                                                                                                                                                                                                                                                                                               |
| 20.320 | Materials Escalation                           | \$ 442,905.85   | 7% on Ductile Pipe, 5% on pipe supports, 7% on SS Pipe, 20% on Carbon Steel Pipe                                                                                                                                                                                                                            |
| 20.400 | Plumbing                                       |                 |                                                                                                                                                                                                                                                                                                             |
| 20.410 | Scope Gap & Missing                            | \$ 8,250.00     |                                                                                                                                                                                                                                                                                                             |
| 20.420 | Materials                                      | \$ 8,126.00     | +/- 4%                                                                                                                                                                                                                                                                                                      |
| 20.500 | HVAC                                           |                 |                                                                                                                                                                                                                                                                                                             |
| 20.510 | Scope Gap & Missing                            | \$ 25,000.00    |                                                                                                                                                                                                                                                                                                             |
| 20.520 | Materials                                      | \$ 25,000.00    | +/- 4%                                                                                                                                                                                                                                                                                                      |
| 20.600 | Fire Protection                                |                 |                                                                                                                                                                                                                                                                                                             |
| 20.610 | Risk on Sub Quote                              | \$ 8,000.00     |                                                                                                                                                                                                                                                                                                             |
| 20.620 | Materials                                      | \$ 6,250.00     | +/-7% on plug                                                                                                                                                                                                                                                                                               |
| 20.700 | Electrical & Controls                          |                 |                                                                                                                                                                                                                                                                                                             |
| 20.710 | Scope Gap & Missing                            | \$ 210,200.00   | +/- 4.7% (per CEI, change order end up in the 10-20% range)                                                                                                                                                                                                                                                 |
| 20.720 | Materials                                      | \$ 198,600.00   |                                                                                                                                                                                                                                                                                                             |
|        | COST CONTINGENCY - GC/CM                       | \$ 2,922,146.89 |                                                                                                                                                                                                                                                                                                             |
|        | GC/CM Fee (7.95%)                              | \$ 232,310.68   |                                                                                                                                                                                                                                                                                                             |
|        | BOND & 2-YR WARRANTY (1%)                      | \$ 31,544.58    |                                                                                                                                                                                                                                                                                                             |
|        | INSURANCE (1.25%)                              | \$ 39,430.72    |                                                                                                                                                                                                                                                                                                             |
|        | MT GRT (1%)                                    | \$ 32,254.33    |                                                                                                                                                                                                                                                                                                             |
|        | CONTINGENCY - GC/CM                            | \$ 3,257,687    |                                                                                                                                                                                                                                                                                                             |

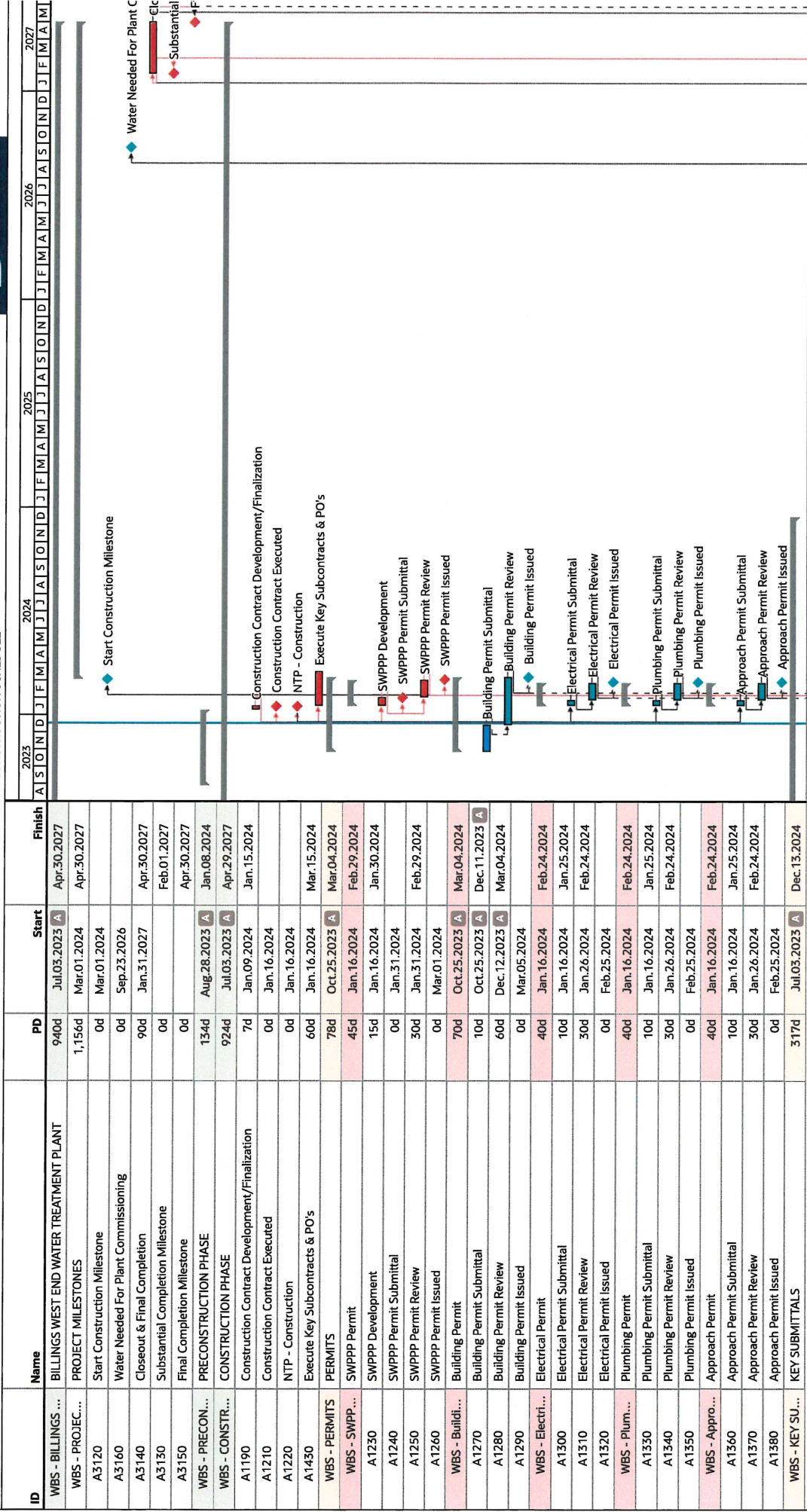
**EXHIBIT D**

Construction Schedule  
December 19, 2023

CITY OF BILLINGS  
WEST END WATER TREATMENT PLANT  
GMP at 90% CONSTRUCTION SCHEDULE



WEWTP  
Dec.19.2023 11:48 a.m.



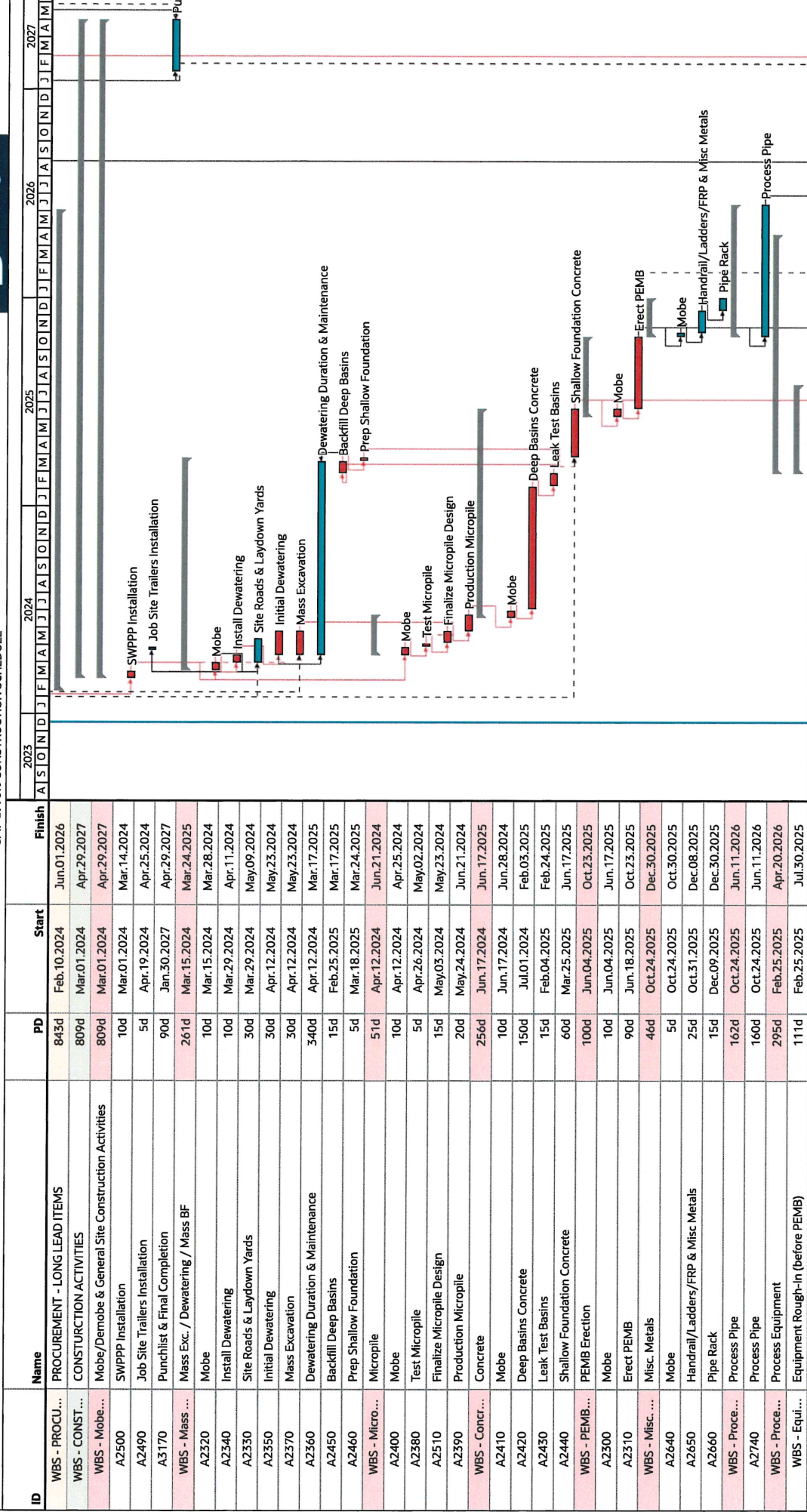
Current  
Progress  
Critical

Milestones  
Summary



WEWTP  
GMP at 90% CONSTRUCTION SCHEDULE

DICK ANDERSON CONSTRUCTION, INC



2 / 4

WEWTP

GMP at 90% CONSTRUCTION SCHEDULE

DICK ANDERSON CONSTRUCTION, INC

Current

Progress

Critical

Milestones

Summary





## **EXHIBIT E**

Key Personnel:

GC/CM

Subcontractors

Suppliers

December 19, 2023



12/18/2023

## BILLINGS WEST END WATER TREATMENT PLANT PROJECT

### 90% GMP - Dick Anderson Construction, Inc. - Key GC/CM Personnel, Subcontractors, and Suppliers

| GC/CM Key Personnel    |            |                     |
|------------------------|------------|---------------------|
| Position               | First Name | Last Name           |
| Project Executive      | Kyle       | Kastelitz           |
| Project Manager        | Aaron      | Byron               |
| Project Superintendent | Darrell    | Silvan              |
| Project Engineer       | Corbin     | McAllister-Williams |
| Project Engineer       | TBD        | TBD                 |
| Project Engineer       | TBD        | TBD                 |
| Project Engineer       | TBD        | TBD                 |

| GC/CM Key Subcontractors                             |                                   |      |
|------------------------------------------------------|-----------------------------------|------|
| Scope                                                | Firm                              | Firm |
| Civil                                                | Askin Construction                |      |
| Micropile                                            | Condon Johnson                    |      |
| Fence                                                | Montana Fence                     |      |
| Structural Concrete                                  | Loenbro                           |      |
| Misc Metals                                          | Apex Steel, Inc.                  |      |
| Foundation Damproofing & Insulation                  | MT Coatings LLC                   |      |
| Overhead Door                                        | Aphla Overhead Door               |      |
| Painting & Industrial Coatings                       | T&L Painting                      |      |
| Preengineered Metal Building (PEMB)                  | Apex Steel, Inc.                  |      |
| HVAC                                                 | Air Controls                      |      |
| Plumbing                                             | G&T Plumbing and Mechanical, Inc. |      |
| Electrical, Controls, Integration                    | Colstrip Electric, Inc. (CEI)     |      |
| Integration and Controls under Electrical Contractor | AmWest Contol, Inc.               |      |

| GC/CM Key Material/Equipment Suppliers |                                                   |      |
|----------------------------------------|---------------------------------------------------|------|
| Scope                                  | Firm                                              | Firm |
| Electrical Gear Manufacturers          | Allen-Bradley/Rockwell: MCC, VFD, & AHF           |      |
|                                        | ABB/GE: switchgear, panel package, & transformers |      |
| Membrane Package                       | H2O Innovations                                   |      |
| Sedimentation Package                  | JMS                                               |      |
| Concrete                               | Fisher Industries                                 |      |
| Vertical Turbine Pumps                 | Goulds                                            |      |

**EXHIBIT F**

Bidding Question and Answer Log  
December 19, 2023

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Response                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Can you please provide the specifics for the light pole for fixture "G"?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Luminaire cut sheet for EPA (sq.ft) is here:<br>"Z:\Clients\WTR\Billings\MT\118386_WestEnd\WTP\Design\Elec\Product Information\Lighting Cut Sheets\Type G-atbo_.pdf"               |
| Confirm that the micropole design load is 135kps in tension only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Assume 25' pole height.<br>Allowable stress design (service level loads) is 180 kips tension or compression                                                                        |
| What is the maximum allowable deflection at design load?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.25"                                                                                                                                                                              |
| Is there an AIS, BABA, Buy America, or domestic steel requirements for this project?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No.                                                                                                                                                                                |
| The sewer lift station detail looking at the 6" HDPE force main looks like the plans has a flange attaching it to the Ductile pipe that is going into the valve vault. Key notes #1 it says no flanges shall be direct buried, do you want us to quote these as flanges or do you want us to change these to MJ fittings?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The intent is to have a flanged connection where transitioning from the DIP leaving the valve to the HDPE force main. Other than this transition, there will be no buried flanges. |
| We are the ABB/GE rep for the state and are looking at this project. We provided a bid to CEI for the 30% documents that came out earlier this year. We are looking to get prior approved on the following specifications. ABB is not listed as an approved manufacture for the following specifications. We are requesting if ABB can be considered as an equivalent substitute for these electrical gear items on this project? Can you please let me know the best way that I can do that?<br>1.262923 Variable Frequency Motor Controllers<br>2.261316 Medium Voltage Fusible Interrupter Switchgear<br>3.262213 Low Voltage Distribution Transformers<br>4.262413 Switchboards<br>5.262416 Panelboards<br>6.262419 Motor Control Centers<br>7.264313 Transient Voltage Suppression For Low-Voltage Electrical Power Circuits<br>8.262900 Low Voltage Controllers | See specification modifications below.                                                                                                                                             |

|                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Other than the 24" BFV w/ TAG WE-FCV-1002 that calls out an electric/modulating actuator, the valve schedule doesn't say whether the other valves with electric actuators need to be open/close, modulating or throttling.</p>                                                                                                           | <p>Valves labeled as "FCV" in the tag are modulating; the rest are open/close.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>"Sheet E602 note 7 indicates the generator docking stations but I am having vendors ask for a spec section on these."<br/>a. I think they are asking what spec section is/are the generator docking stations in</p>                                                                                                                      | <p>Refer to new Specification Section 26 25 50.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>Spec 40 60 00 1.06 A 1. References a pre-approved SI. I do not see this list in the spec, where is it or is it available?<br/><br/>Please confirm the size of the grounding conductor shown on the power and grounding drawings. Gen 5 suggests #2. spec 26 05 26 3.01 F 6 states 3/0 and the details on E509 show both 4/0 and 250.</p> | <p>The City's list of approved integrators are: AmWest Control Inc., Automation Werx, LLC, Taurus Power &amp; Controls, Inc., Technical Systems, Inc., In Controls, Inc.</p> <ol style="list-style-type: none"> <li>1. Ground sizes are shown in numerous places on the drawings including one-lines for grounding electrode conductors that shall be sized as shown if larger than code size minimum.</li> <li>2. Equipment Grounding Conductors defined in conduit/cable descriptions are to be provided as shown.</li> <li>3. Supplemental grounding conductors - portions of these conductors will be exposed, so extending from ground grid are to be sized per code minimum, but no less than #2 AWG.</li> <li>4. Section 26 05 26 - 3.01.F.6 (Buried - Ground Rings around building) - mentions #3/0 AWG sizing as "no less than", and the drawings provide larger size. <ol style="list-style-type: none"> <li>a. Provide larger sizes where specifically shown.</li> <li>b. Ground ring around exterior equipment (Switchgear, Switchboards, and Transformers) to be 250KCMIL as shown on Drawing E509 Detail TYPICAL TRANSFORMER GROUNDING.</li> </ol> </li> <li>5. Section 26 05 26 - 3.01.K (Ufer Grounding) - mentions #3/0 AWG sizing as "no smaller than." Provide size specified; no conflicts identified.</li> <li>6. Remove ground size from "TYPICAL GROUND TEST WELL" detail on Drawing E-509.</li> </ol> |
| <p>Section 28 31 00, section 2.03, I. 3. Calls out for "Hazardous Material Manual Emergency Pull Stations: Provide manufacturer's standard construction, blue enclosure, manual pull station with the following features." Will red suffice or can we get a basis of design manufacturer?</p>                                               | <p>No - Red will not suffice. See attached for the basis of design manufacturer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>Section 28 31 00, section 2.03, I. 3. E. Calls out for "Labeled HAZMAT." Will the words "FIRE" suffice? Or is there a hazardous location blue HAZMAT pull station that the design was based on?</p>                                                                                                                                      | <p>No - the label "FIRE" will not suffice. See attached for the basis of design product.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>Please clarify the party responsible for provision of the Lift Station Control Panel, with PLC, Fiber Ethernet, (2) VFDs, etc. (Pump Supplier, Systems Integrator)</p>                                                                                                                                                                   | <p>Intent is for Lift Station to be provided as a package from Pump Supplier. Includes control panel and slide rails. From inside main building to the Lift Station to be by Systems Integrator.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Please clarify the party responsible for provision of the Lift Station Junction Boxes as shown on sheet E108 (Pump Supplier, Systems Integrator, Electrical, etc.)</p>                                               | <p>Intent is for Lift Station to be provided as a package from Pump Supplier. Includes control panel and slide rails. From inside main building to the Lift Station to be by Systems Integrator.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Please clarify the party responsible for provision of the Lift Station 200-series items listed in the Equipment Listing on sheet D012 (Pump Supplier, Systems Integrator, Electrical, etc.)</p>                      | <p>Intent is for Lift Station to be provided as a package from Pump Supplier. Includes control panel and slide rails. From inside main building to the Lift Station to be by Systems Integrator.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Please verify the requirement for separate Signal-level Wiring ventilated junction boxes (not shown on drawings) for the Lift Station Wetwell and Valve Vault Instruments, or clarify how these should be routed</p> | <p>seal-offs do not need to be dismantled when pulling a piece of equipment. These are shown on E109 with the conduit labeled with where they are routed (the Wet Well and Valve Vault) and they are also shown on the One-Line Diagram on E108. The depth of the panel can vary depending on the size of the power distribution blocks used. There will be a fiber optic cable connection to the lift station control panel. The conduit trench section on E109 will change for Conduit Number 1 to (1) Multi-Mode, 12 Fiber Optic Cable in place of the 3#18 TSP, 12#14 discrete conductors. See Specification 260519 for the fiber requirements. The conduit size will remain at 2". The following items will also be required at the Equipment Riser shown on E109:</p> <p>a. Add and additional enclosure for a fiber optic termination panel containing the following equipment.</p> |
| <p>Drawing E109 does not show conduit or Fiber to the Lift Station Control Panel as shown on drawing E610.</p>                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Please clarify who is responsible for provision of the following items shown in drawing E141</p> <p>a. PIT-2002<br/> b. PDT-2004<br/> c. PIT-2027<br/> d. LS-5059<br/> e. PO-50206<br/> f. PI-50212</p>              | <p>To be coordinated by general contractor. Instrumentation/ systems integrator, who shall be a subcontractor to electrical contractor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>Please Clarify that all items shown in the CIP room, drawing E-143, are to be supplied by the Membrane Supplier, except:</p> <p>a. LS-5999-H<br/> b. FS-5000-H</p>                                                   | <p>Correct- Provide LS-5999-H and FS-5000H</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>40 68 00 2.14 UTILITY AND SUPPLEMENTAL PROGRAMS: Please specify the "Device Communication Management Software."</p>                                                                                                  | <p>Paragraph 2.14 to be removed in its entirety.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Can Rosemount 8750W series Magnetic Flowmeters be approved for Flow?</p>                                                                                                                                             | <p>Rosemount and Badger are approved manufacturers. Manufacturers will be required to meet all requirements in the specifications</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                                                                                                                                                                                                             |                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <p>2.03 SCADA SERVERS: A. Servers to be defined in the future under Construction Contract.<br/> A. will there be an allowance amount specified for these devices, or should these devices be excluded from our pricing?</p> | <p>SCADA Servers to be provided by the City.</p>                           |
| <p>Are there further specifications / requirements available for the Network Rack and appurtenances (size, make/model, fiber and copper patch panels, open shelves, cable management, PDUs, etc)?</p>                       | <p>Network racks to be provided by the City.</p>                           |
| <p>In the spec it calls for the under slab piping for the sedimentation water to be C900 PVC pipe. The P&amp;IDs call it DI pipe. What type of pipe should it be?</p>                                                       | <p>The pipe in the slab should be ductile iron with mechanical joints.</p> |
| <p>In the spec it calls for the under slab piping for the gravity drain to be PVC 30340 pipe. The P&amp;IDs call it DI pipe. What type of pipe should it be?</p>                                                            | <p>The pipe in the slab should be ductile iron with mechanical joints.</p> |

|                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>On the Membrane Effluent Header on page D401-A what size is the individual effluent lines that connect from the header to membrane system lines according to this page they look like 16" from key notes stating that they need 16" expansion joints. But on page D306-A its saying they are 12" Lines and the pipe Summary table is saying they are 12" Lines also.</p> | <p>The line sizes here are as required by the membrane system supplier. Please update to 14" to match the most recent P&amp;IDs from the MSS.</p> |
| <p>Clarification on Area G Sinks. The schedule has them at 24"x18"x10.75" but the drawing scales them at roughly 89" for LAV-1 and 46" for LAV-2. Please confirm sink size.</p>                                                                                                                                                                                             | <p>Please use LAV-1 sink size shown on drawings. Please use 24"x18"x10.75" sink dimension for LAV-2.</p>                                          |
| <p>Section 28 10 00 1.06 B states the system is to be certified by Hirsch. Is the intent of these specs to have Hirsch as a sole sourced security provider or can we choose another manufacturer?</p>                                                                                                                                                                       | <p>Remove wording "and shall be certified by Hirsch."</p>                                                                                         |
| <p>Is it structurally acceptable to reduce the thickness of 12" flowfill protective mudmat (per S301) to a 6" minimum?</p>                                                                                                                                                                                                                                                  | <p>No as this recommendation comes from the geotechnical engineer.</p>                                                                            |

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The civil drawings are correct showing one 6" line entering the building. The 6" line once inside the building should split to the two systems.</p>                                                                                                                                    | <p>Please provide detail for separation of 6" Fire Water and 4"DCW line as seen on P100 and P109. Civil sheets (C401) show single line entering building. Detail for tee or Y to branch off and run 4"DCW is missing</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>Solid surface countertop at admin desk space. Epoxy resin countertop beginning at base cabinet L1 and continuing at plan north. Island is solid surface countertop at desk space and epoxy resin countertop beginning at base cabinets L7 and L9. Color black for both countertops</p> | <p>Sheet A400. Please confirm C7 (Solid Surface) call out for countertop in corner between LAV1 and LAV2 (Both of which are in epoxy resin countertop L17). Should this corner countertop match neighboring epoxy resin countertops?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>These alternate products/manufactures are acceptable. Manufacturers are required to meet all aspects of the specifications and electrical requirements of the basis of design model.</p>                                                                                               | <p>Please confirm if the following products/manufacturers are acceptable for HVAC<br/> Section 23 31 13 – Metal Ducts<br/> 2.02 – Western Spiral<br/> 2.04 – Manual Dampers – Greenheck Fan Corp.<br/> 2.04 – Manual Dampers – Greenheck Fan Corp.<br/> 2.05 – Propeller Fans – Greenheck Fan Corp.<br/> 2.05 – Propeller Fans – Greenheck Fan Corp.<br/> 2.01 – Tuttle &amp; Bailey or Greenheck Fan Corp Metal(Aire)<br/> –Ambi-Rad or Advanced Radiant<br/> –DeStratification Fans – Greenheck Fan Corp</p>                                                                                                                                                                                                       |
| <p>If the 180 minute fire rating cannot be met by FRP doors, please provide 3-hour heavy metal doors.</p>                                                                                                                                                                                 | <p>FRP Door manufacturers listed in the specifications do not provide FRP 180 minute Fire Rated doors as required by door schedule. Please provide basis of design or design referenced manufacturer/product.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>Everything downstream of the check valve or actuated butterfly valve shall have 300# flanges.</p>                                                                                                                                                                                      | <p>Page D400-C looks like the butterfly valve &amp; check valves on the vertical turbine pumps all are 300# flanges. Does that mean all of the 30" main line flanges need to be 300# or just 150#.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>Halftoned items on this sheet are to be furnished by owner (FBO) as indicated on E626.</p>                                                                                                                                                                                             | <p>Sheet E626 on the CCTV has some faded out details. On this sheet should the only thing we cover in scope be the 3 FOPP along with fiber between them?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>No corrosion protection is required for the center bar.</p>                                                                                                                                                                                                                            | <p>Are there any corrosion protection coating requirements for the micropile core reinforcing steel?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>No proof testing of the production piles is required. For a FS of 2.0, we require static load testing, which is</p>                                                                                                                                                                    | <p>It appears that there is no proof testing of production piles required. Can you please confirm? The specifications require GR 150 reinforcement. The deflection criterion (0.25" at 180 kips) will determine the micropile reinforcement cross section area. Assuming that the micropile load is uniformly decreasing (triangular) throughout the bond zone, a 29' pile (10' no-bond, 19' bond) would require a minimum 2.5" bar to meet the deflection criterion. A 48' pile (10' no-bond, 38' bond) would require a minimum 3.5" bar. Would the design team consider GR 75/80 reinforcement instead of 150 KSI? This would provide cost savings while meeting the required loading and deflection criteria.</p> |
| <p>Reduction of reinforcing yield strength from grade 150 to grade 75 or 80 will be permissible if stamped calculations show it is adequate.</p>                                                                                                                                          | <p></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>7. Plan E600-A, MCC schedule</p> <p>a.) MCC-1 specifies a main bus, main breaker, and total bus size of 3000A, while the one-line diagram indicates 2500A.</p> <p>b.) MCC-2 specifies a main bus, main breaker of 2000A, and a bus size of 3000A, whereas the one-line diagram shows 2500A.</p> <p>c.) MCC-3 specifies a main bus, main breaker of 3000A, and a bus size of 2000A, while the one-line diagram shows 2000A.</p> <p>Please confirm whether we should follow the MCC schedule or the one-line diagram for the main bus and breaker ratings.</p> | <p>Response a) - Drawing E600 from set Rev B, Date 10/23/23 indicates the following:<br/>MCC-1 Schedule - MAIN BUS (A): 3000, MAIN BREAKER: 3000, BUS SIZE: 3000<br/>Then, Drawin E602 indicates the following:<br/>Main Breaker: 3000AF/3000AT, 3000A (CU) BUS, and CT(3): 3000/5A.<br/><u>Please ensure you are looking at the latest drawing Rev.</u></p> <p>Response b) - Drawing E601 from set Rev B, Date 10/23/23 indicates the following:<br/>MCC-2 Schedule - MAIN BUS (A): 3000, MAIN BREAKER: 3000, BUS SIZE: 3000<br/>Then, Drawin E603 indicates the following:<br/>Main Breaker: 3000AF/3000AT, 3000A (CU) BUS, and CT(3): 3000/5A.<br/><u>Please note that IMCC-1 and MCC-3 are shown on Drawing E602, and MCC-3 is shown on E603; also, please ensure you are looking at the latest drawing Rev.</u></p> <p>Response c) - Drawing E601 from set Rev B, Date 10/23/23 indicates the following:<br/>MCC-2 Schedule - MAIN BUS (A): 2000 <b>(Please update to 2500A)</b>, MAIN BREAKER: 2000 <b>(Please update to 2500A)</b>, BUS SIZE: 2500<br/>Then, Drawin E603 indicates the following:<br/>The 5000 series P&amp;IDs are included in with the membrane system suppliers P&amp;IDs. These are not included in the IO list, as they are provided by the membrane system supplier.</p> |
| <p>Spec 40 61.96 has the I/O list. I don't see the 5000 series listed, are they elsewhere?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>The 5000 series P&amp;IDs are included in with the membrane system suppliers P&amp;IDs. These are not included in the IO list, as they are provided by the membrane system supplier.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>I didn't see the 5000 series process on the P&amp;ID's, are they available?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>The 5000 series P&amp;IDs are included in with the membrane system suppliers P&amp;IDs. These are not included in the IO list, as they are provided by the membrane system supplier.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>E613 shows devices PIT 2103, 2203, 2303 and 2403 as does the I/O list. It appears they should be on E141 but I haven't found them. Is it possible that they are mislabeled as 2102, 2202, 2302 and 2402 on E141? If not, where can they be found?</p>                                                                                                                                                                                                                                                                                                        | <p>The pressure transmitters are mislabeled on E141. The single PIT-2X02 should be labeled PIT-2X03. The P&amp;ID related to these instruments was removed. We must have not removed them from our Drawings, I/O Lis, and Instrument List.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>E613 shows devices PIT 2500, AIT 2501 and 2502 as does the I/O list. I appears they should be on E141 but I haven't found them, can you advise where they are?</p> <p>E614 shows devices PS 6211, 6221, 6231 and 6241. I didn't see these on the I/O list. It appears they should be on E143 but I haven't found them, can you advise if and where they are to be installed?</p>                                                                                                                                                                             | <p>PS-6221 and PS-6241 are labeled on E143. PS-6211 and PS-6231 are not labeled on E143, but are shown as black boxes on the chemical feed panels.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>E617 shows devices PDS 5015, LS 5080 and LIT 5082, I did not see these on the I/O list. It appears they should be on E143 or 144 but I haven't found them, can you advise if and where they are to be installed?</p>                                                                                                                                                                                                                                                                                                                                         | <p>These instruments are provided by the membrane system supplier. PDS 5015 is integral to the blower enclosure. LS-5080 is installed in the backwash tank. LS-5082 is installed on the CIP tank. Confirmed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>Please confirm the refrigerator and microwave are to be provided by owner</p> <p>Please confirm if window shades are required, as they are in the specs but are not called out specifically on the plans.</p>                                                                                                                                                                                                                                                                                                                                                | <p>Provide at all windows in admin space.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>What takes precedence in regards to the piping materials? The pipe schedule, P&amp;IDs, isometrics, membrane manufacturer P&amp;IDs offer conflicting descriptions of pipe systems. Will the pipe schedule take precedence?</p>                                                                                                                                                                                                                                                                                                                              | <p>The isometrics/drawings are a visual representation of pipe routing- these are not intended to show piping materials. Can you provide information on where there is a discrepancy between the other documents?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Question on the CIP Supply line where the CPVC pipe connects between the dismantling joints and the expansion joints. I don't see my CPVC supplier making Flanged reducers can these Flanged reducers be made from Ductile Flange reducers or do they need to be CPVC also. Like on Page D308-A Section B.</p>                                                                                                                                                                                                                                               | <p>Metalllic pipe is not acceptable in this system. Please provide a CPVC reducer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Are exterior PEMB wall panels to be installed horizontally, as shown in detail A on page A003-B?</p> <p>2. Are interior PEMB wall liner panels to be installed horizontally, as shown in detail A on page A003-B?</p> <p>3. Wall panels are called out as concealed fasteners but also require edges to be fastened with exposed fasteners. Can we substitute wall panels as all exposed or all concealed fasteners?</p> <p>4. Roof Panels are called out as vertical standing seam with FM Global requirements, can we substitute a 3" trapezoidal standing seam with FM Requirements?</p> <p>5. Page A200-C calls out "4" metal wall and roof panels", is this a detail that needs to be revised to match specs, or are they calling for 4 inch insulated metal panels?</p> <p>6. Please confirm only members for headers, jamps, and sills of framed openings need to be galvanized ( along with clips used for attachment)</p> <p>7. Confirm that PEMB end wall columns on grids 1 and 10 are to start 1 1/2" above elevation 3239. Matching PEMB main frame columns on grids C and B.</p> <p>8. If more X-Bracing is required than what is called out in design drawings are additional x-braces allowed or will it require portal frame bracing?</p> <p>9. Are exterior PEMB wall panels to be trimmed out where framed knockout areas are?</p> <p>10. Confirm that we are to install interior metal liner panels where framed knockout areas are?</p> <p>11. Is the entire framing for the knockout area to be designed to "knockout" or just the wall panels?</p> <p>12. Are there any tethering requirements for the knockout areas?</p> | <p>1. They are to be installed vertically. The wall legend on A003 shows section and plan views.</p> <p>2. Interior wall panels are to be installed vertically. The wall legend on A003 shows section and plan views of each wall type.</p> <p>3. All concealed.</p> <p>4. Yes</p> <p>5. No - drawings call out regular metal and roof panels. Panels are 1-1/2" to 1-3/4" depending on the manufacturer.</p> <p>5. Provide galvanized steel framing at all exposed primary and secondary framing including purlins and metal deck. Manufacturer's standard secondary framing behind liner panel is acceptable.</p> <p>7. 1-1/2" represents grout below baseplate.</p> <p>8. In general we prefer to avoid using portal frames as this would require us to modify the foundation. Additional bracing at Lines A, B, and C will be required to be portal frame bracing. Additional bracing at end walls may be provided north of Door 101. At east wall prefer to avoid bracing between grids A and B. At west wall avoid bracing at Door 113.</p> <p>9. Yes</p> <p>10. Yes</p> <p>11. Yes. Wall panels, liner panels, and temporary framing. Framing around opening to remain in place.</p> <p>12. Need clarification?</p>                                                                                                  |
| <p>It appears that there is some under slab piping for the 16" Backwash waste/drain piping from the filter to the pumps. And for the backwash return line were it goes through the floor in the chemical storage room and comes out through the wall of the piping corridor were the raw water pipe is. Can you please confirm/provide plan sheets that show this piping? I have looked in the civil, plumbing, structural, &amp; process pages and I cant find anything showing these pipes.</p> <p>On sheet D403 it shows a 6" drain pipe from the skids. But none of the piping is shown routed on any of the plan sheets. Also the piping materials type is not provided. What is the pipe material type and can you provide plan sheets that show the routing of the piping.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>The piping is not under-slab. It is run through void spaces in the facility. See D304 for the backwash recycle and drain piping sections. The backwash recycle runs from the rapid mix area (shown on D300) to the chemical storage area and CIP room, respectively.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>With confirmation from the Active Harmonic Filter Mfg. (Mesta) &amp; Rockwell Automation, it is highly recommended that we don't put any Active Front End vfd's (PF755TL), downstream of a Active Harmonic Filter. Both units could resonate with one another and cause issues. All of the vfd's (both in the MCC &amp; Floor Mount) are fed by 1 of 3 Active Harmonic filters. The purpose is redundant and highly not advisable. There is also some confusion on the vfd spec's: Sect. 26.29.23 Part 1, 1.01 A states any vfd for motors rated 10HP and larger, shall use an Active Front End Low Harmonic design. This conflicts w 26.29.23 Part 2, 2.01 A, which states: All other pumps (except 300HP Membrane Pumps &amp; 400HP High Service Pumps) are PF753 or PF755TL. The City of Billings would like all vfd's to be PF753 or PF755 (Hi HP) vfd's. The Active Harmonic Filters, if sized properly, should mitigate the harmonic content of all vfd loads to IEEE 519 levels. We have also heard the City of Billings is wanting vfd's 100HP or higher to be free standing, floor mounted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>The 6" drain pipe is a PVC pipe that runs the length of the skids. It discharges into the trench drain. Harmonic mitigation:</p> <p>The use of the Active Front End VFDs along with the Active Harmonic Filters was two fold. First, was an attempt to minimize the need for larger Active Harmonic Filters, and in the process spread the harmonic filtering load among equipment to isolate any potential equipment failure to only portion of the total harmonic mitigation plan, per MCC. Second, was the large (300HP and 400HP) VFDs were found to require the same footprint comparing standard configuration, versus AFE. Active Harmonic Filters are currently shown as 100A on MCC-1 and MCC2, and 50A on MCC-3. The use of standard 6-pulse with 3% line reactor, Allen-Bradley 753 or 755 (100HP and greater) series or equivalent from other VFD manufacturers, is acceptable for all motor loads; HOWEVER, the active harmonic filters shall be increased accordingly - MCC-1 &amp; MCC-2 = 500A total, split between 2 - 250A active harmonic filter units. MCC-3 = 150A. For MCC-1 &amp; MCC-2, provide an additional feed and breaker at the MCC. IEEE 519 harmonics require</p> <p>For the time being, room size and layout necessitates VFDs be provided in location shown; VFDs currently inside</p> |

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| <p>What are subcontractors to do if they cannot deliver sealed bids to the DAC office?</p>                                                                                                                                                                                                                                                                                   | <p>Please email bids to Jason Schaefer with Burns and McDonnell on or before the bid date.<br/>jschaefer@burnsmcd.com</p>                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Will this project will require seismic bracing of electrical support systems and cable trays? Spec 26 05 36 cable trays 1.06 c indicates seismic restraints design required. in the past we have been told that this area does not fall in a zone that would require seismic bracing, maybe this is boiler plate spec?</p>                                                | <p>See S003 for the seismic requirements for the facility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>The bid documents indicate that contractors must bid complete bid packages as indicated by DAC, but it also says the separate material quotes and incomplete subcontract quotes can be emailed to DAC. Does this mean that a utility subcontractor can submit bids directly to DAC without submitting to a subcontractor this is bidding the complete Bid Package #1?</p> | <p>1) A utility contractor cannot submit bids directly to DAC for Bid Package #1. DAC's intent with the statement: DAC is bidding to self-perform some of the Bid Packages (Misc Metals, Process Pipe, and Process Equipment, and may need to fill in on any scope gaps). The intent was for equipment/material suppliers of these scopes to email their quotes to DAC, there are also some parts of those scopes that DAC will use a subcontractor on (example welded stainless steel pipe).</p> |
| <p>What are the expected sections and requirements (gravel, concrete, asphalt,) for the ramps, crane pads, temp laydown yards, parking, temp access roads?</p>                                                                                                                                                                                                               | <p>Temporary civil sections shall be 6-inches</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>What are the requirements (concrete thickness, rebar, etc.) for the various concrete pads?</p>                                                                                                                                                                                                                                                                            | <p>1) The concrete thickness and rebar are called for on Sheet S005-C.</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>Section 5 of Bid Package 01- Site Civil, states for "supply and installation of complete SS lift station package", yet bid package 06 process equipment also references lift station equipment. Please clarify which section Lift Station equipment should be priced in.</p>                                                                                              | <p>SS Lift Station shall be included in Bid Packages 01, not Bid Package 06</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Please clarify if subcontractors are to assume responsibility for QC Testing during their respective scopes of work or will the owner assume these costs through their QA Testing?</p>                                                                                                                                                                                    | <p>DAC will assume all QC testing cost</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>Please clarify if subcontractors are to assume responsibility for Site Photographs in accordance with Section 01 32 33 for respective scopes?</p>                                                                                                                                                                                                                         | <p>1) DAC will assume responsibility of Site Photographs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| <p>Should the contractors assume that October 2023 Technical Specifications provided will govern over September 2022 Technical Specifications provided, except for sections that do not exist in October 2023 Tech. Specs.?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>The October 2023 Technical Specifications are the only Technical Specifications to be used. The technical specifications that have been previously issued are not to be used.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Are liquidated damages and insurance sections provided within the DRAFT DAC subcontract agreement correct for bidding purposes or will they be modified to reflect DAC's agreement with The City of Billings?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Yes, they will be modified to reflect DAC's contractual obligations with the City of Billings</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>According to preliminary baseline schedule, it appears that this contract will fall under the Multiyear Contract section of the Prevailing Wage Determinations posted. Please clarify that the intent is to have each respective subcontractor include these increases with their bid and DAC does not intend on including a provision within their agreement with the City of Billings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Correct. This will be a multi-year project. Each subcontractor is to include with their price, labor escalation that may occur throughout the duration of the project</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>MDT Detail on Sheet C507 appears to call for a top cable on the chain link fence. Spec section 32 31 13 calls for top rails. Can you confirm which system is to be provided?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Top rails are to be provided, per the written specification (takes precedence over the standard detail).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Regarding:<br/> FE/FIT-1000 Raw Water Inlet 24" with local Transmitter (Lower Level), Remote Display / Totalizer (Upper Level), Drawing E115, E140, I100<br/> FE/FIT-3013 HSP Discharge Flow 24" with local Transmitter (Lower Level), Remote Display / Totalizer (Same Level), Drawing E142, I302<br/> FE/FIT-4002 Sedimentation Waste Flow 4" with local Transmitter (Lower Level), Remote Display / Totalizer (Upper Level), Drawing E115, E140, I400<br/> Section 40 70 00 2.09 A. 1. calls for Flowmeters with Integral Transmitters. The Drawings show the FE/FIT together at one location and a FI/FY at another location. If the FIT is integral to the Flowmeter (FE), then the display will also be integral to the Flowmeter (FE). The only way to provide a display at another location would be as a Process Display mounted in an enclosure. This would require (2) remote displays, for FI and FY.<br/> Please clarify the requirement for both an Integral Transmitter and a remote display(s), and provide specifications for the remote display, if they are required</p> | <p>The FY/FI's, per Section 40 70 00 - 2.11, can be a simple RED Lion PAX type display, as long as it has 4-20mA in and retransmits 4-20mA out to the PLC; additionally the FE/FIT will send a pulsed output for tracking a totalized flow signal totalized by the flow meter. The P&amp;IDs show the FE (element - the flow tube) directly adjacent to the FIT (indicating transmitter). The FIT send the 4-20mA signal to the Red Lion (or equivalent) for remote display. The FY/FI then transmits a 4-20A matching its input to the PLC. The FQI and FI in the top boxed bubbles are display at the SCADA HMI. The above should be applied to all flow meter locations.</p> |

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| <p>Section 40 62 00 2.02 GENERAL states:<br/> B. Treatment Plant Construction Contract System Integrator Package: Provide 2 redundant HMI servers, 1 Historian server, 2 desktop workstations, and 2 workstation laptops.</p> <p>Section 40 68 00 PART 1 - GENERAL states:<br/> 4. The system shall have client nodes as follows:<br/> a. One Operator Workstation thin client nodes as indicated.<br/> b. OIT on the PLC control panel.<br/> c. Clients shall be implemented as thin clients</p> <p>Q1. Please clarify what hardware is required and which hardware will be HMI SCADA Client nodes. We are assuming that (2) Desktop Workstations and (2) Laptops will be Clients.</p> <p>Q2. Please verify that the OIT on the PLC Control Panel is to be an EXOR OIT version using JMobile runtime and not a SCADA HMI Client machine.</p> <p>There are no flow controls shown or specified for Analyzer feed controls. This is typically provided with a Rotameter device.<br/> Please clarify whether flow control devices are required and should be provided</p> <p>Analyzer Panels:<br/> There is currently no specification for providing Analyzer groups pre-mounted and plumbed on Analyzer Panels. Please clarify whether pre-assembled Analyzer Panels are to be provided by the Integrator, or Analyzer equipment is to be provided loose for field installation.</p> <p>Addendum 3 states: Please include keyence ultrasonic flow meters on the sodium hypochlorite feed points to the clearwell and high service pump station (a total of two meters for the sodium hypochlorite system) and one meter on the coagulant feed line. The meters shall be located on the chemical feed panels. Chemical feed panel suppliers shall provide associated tubing required for the meter connections.<br/> Please clarify who is responsible for provision of these flowmeters?</p> <p>Can you confirm that the sound attenuation blanket as seen on the architectural sheets is a future installation and not to be provided under this contract?</p> <p>Please see attached spec sheet for the R-panel profile – 24 gage we are utilizing for the exterior wall panel and interior liner panel on this project. This is an exposed fastener panel, which is required in order to properly frame out the “knockout” wall panel sections. You cannot frame these with a concealed fastener panel because there is no way to temporarily remove the wall sections for equipment access and re-install with a concealed fastener panel in order to meet the design intent. Additionally, these panels will be installed properly and trimmed out to be weathertight. One other item to note is that concealed fastener panels are much more expensive and are prone to oil canning.</p> | <p>Response Q1 - Assumption in Q1 is correct. The 2 redundant rack mount servers are the "servers" to the system, and the workstations and laptops are the clients to the system.</p> <p>Response Q2 - Per information from the City provided to the Engineer, the EXOR OIT with JMobile software is correct.</p> |
| <p>See section 2.10 of specification 33 12 16 for requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>See section 2.10 of specification 33 12 16 for requirements.</p>                                                                                                                                                                                                                                               |
| <p>Ultrasonic flowmeters will be supplied by the chemical feed panel suppliers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Ultrasonic flowmeters will be supplied by the chemical feed panel suppliers.</p>                                                                                                                                                                                                                               |
| <p>Sound attenuation blanket is a future installation and not provided under this contract</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Sound attenuation blanket is a future installation and not provided under this contract</p>                                                                                                                                                                                                                    |
| <p>Exposed fasteners are acceptable. Provide exposed fasteners for the pre-engineered metal building.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Exposed fasteners are acceptable. Provide exposed fasteners for the pre-engineered metal building.</p>                                                                                                                                                                                                         |

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| <p>Please clarify the overall uniform collateral load requirements for this project. Based upon our coordination with the design team, which aligns with the preliminary reactions we have previously provided the design team, we have designed for a uniform overall collateral load of 10 psf [5 psf for general electrical / sprinkler / mechanical + 5 psf allowance for installation of future solar panels]. In addition to this uniformly applied collateral load, we are designing for all the point loads and cable tray loads called out on sheet S114. Please confirm this approach is still acceptable and that we don't need to be designing for 10 psf for general electrical/sprinkler/mechanical + 5 psf for future solar panels = 15 psf total</p> | <p>5psf for general electrical/sprinkler/mechanical and 5 psf for solar in addition to specified cable tray loading and pick points is required. Drawings will be updated to clarify.</p>                                                                                                                                                                                                                                                                                    |
| <p>I can not find any requirements for the Mud Mat under the mat slab anywhere in the drawings, specs, or Geotech report.<br/>MPW has a spec for CLSM or CDM. This is an excavatable mix. I don't think that we want to use that for the mud mat. I am guessing we want like 1,000 or 2000-psi?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>You are correct. Our contract documents don't specify the mud mat material. Terracon has recommended flow fill with 150 psi compressive strength at 28 days. Please provide a material meeting this strength and MDT Standard Specifications for Road and Bridge construction - section 551 Hydraulic Cement Concrete, Section 551.03.2, Paragraph F Controlled low strength material. Contract documents will be revised to clarify this requirement for the mud mat</p> |

### Engineer's Modifications to the Documents

#### Specification Section 26 29 23 - Variable Frequency Motor Controllers

Please modify the approved manufacturers list as indicated below.

Approved Manufacturers:

- 1.Allen-Bradley with Models as Basis of Design.
- 2.ABB
- 3.Siemens
- 4.Schneider Electric
- 5.Engineer Approved Equal

#### Specification Section 26 13 16 - Medium Voltage Fusible Interrupter Switchgear

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

- 1.Eaton
- 2.S&C
3. Schneider Electric
4. ABB
5. Siemens.
6. Engineer Approved Equal.

#### Specification Section 26 22 13 - Low Voltage Distribution Transformers

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

- 1.Eaton.
- 2.General Electric Company.
- 3.Sola/Hevi-Duty, Emerson Electric Co.
- 4.Siemens.
- 5.Square D, Schneider Electric.
- 6.ABB
- 7.Engineer Approved Equal.

#### Specification Section 26 24 13 - Switchboards

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Eaton
2. Siemens Corporation.
3. ABB.
4. Schneider Electric.
5. Approved Equal.

#### Specification Section 26 24 16 - Panelboards

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Eaton
2. Siemens Corporation.
3. ABB.
4. Schneider Electric.
5. Approved Equal

Specification Section 26 24 19 - Motor Control Centers

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Allen-Bradley, Rockwell Automation, Inc.
2. Eaton.
3. ABB.
4. Siemens.
5. Schneider Electric.
6. Approved Equal.

Specification Section 26 43 13 - Transient Voltage Suppression For Low-Voltage Electrical Power Circuits

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Allen-Bradley, Rockwell Automation, Inc.
2. Eaton.
3. ABB.
4. Siemens.
5. Schneider Electric.
6. Approved Equal.

Specification Section 26 29 00 - Low Voltage Controllers

Please modify the approved manufacturers list as indicated below.

Approved Manufactures:

1. Allen-Bradley, Rockwell Automation, Inc.
2. Eaton.
3. ABB.
4. Siemens.
5. Schneider Electric.
6. Approved Equal.

Please include keyence ultrasonic flow meters on the sodium hypochlorite feed points to the clearwell and high service pump station (a total of two meters for the sodium hypochlorite system) and one meter on the coagulant feed line. The meters shall be located on the chemical feed panels. Chemical feed panel suppliers shall provide associated tubing required for the meter connections.

Conduit in the chemical rooms shall be sch80 PVC in lieu of fiberglass reinforced plastic.

Change the temp electrical to be paid by City of Billings in the specification

Update the site glass from Jogler to a PVC site glass, per the City's direction.

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Donations to the Billings Public Library  
**Presented by:** Gavin Woltjer  
**Department:** Library  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council accept the donations to the Billings Public Library.

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

The Billings Public Library has received a distribution of \$500 from the Billings Library Foundation. This is an annual donation for the Montana Room. The Library has also received \$750 from the American Indian Library Association earmarked for the *Talk Story, Sharing Stories, Sharing Culture* program.

**ALTERNATIVES**

City Council may:

- Approve the donations; or,
- Not Approve the donations

**FISCAL EFFECTS**

There is no budgetary impact.

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**City Council Regular**

**Date:** 01/08/2024  
**Title:** Montana Fish, Wildlife, and Parks Recreational Trails and Trail Stewardship Grant Applications  
**Presented by:** Ted Wilson, Grants Coordinator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that Council approve submittal of the Recreational Trails Program and Trail Stewardship Grant Program grant applications to Montana Fish, Wildlife, and Parks, and approve acceptance of the grants should they be awarded.

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

The City of Billings is seeking grant funding from both the Recreational Trails Program (RTP) and Trail Stewardship Grant Program (TSGP). The RTP application would fund Phase II of the Rose Park trail and the TSGP would fund construction of the Stagecoach Trail. Both projects are in the City Council adopted 2017 Billings Area Bikeway and Trails Master Plan. The Rose Park Phase II project is also included in the City Council adopted 2022 Safe Routes to School Plan Update.

The TSGP grant application would help the City fulfill its local match to the previously awarded Transportation Alternatives (federal/state pass-through) grant for construction of the Stagecoach Trail that will run to the east and below the existing Zimmerman Trail motor route as it climbs from Rimrock Road to Highway 3. The route will connect the West End and downtown to the Heights via the Northwest Connector trail currently under construction, and provide access to the Skyline Trail, Sword's Park, and Zimmerman Park. The grant requires a \$805,000 match from the City. That match had originally been planned to come from passage of the parks bond. With that effort failing, the City must secure other non-federal funding. Billings TrailNet has contributed \$100,000 and continues to fundraise for the Stagecoach project, which is currently their top priority project. The TSGP would provide another \$100,000, leaving about \$600,000 local match to identify. The project is in the 2025-29 CIP.

The RTP grant application would fund Phase II of the Rose Park Trail project. The City received Phase I funding from the RTP this past year. Phase I included new trail construction from Rose Park Elementary School toward Rose Park and the apartments directly west of the park. Phase II will complete the connection from Phase I to an existing trail on the northeast side of the park, as well as repair the Rose Park trail from the east end to the west end of the park. The completed trail will provide a more direct route from the apartment complexes on Avenue C to Rose Park School, as well as access to users of the BBWA Canal Trail segment and bridges completed in 2022 and other neighborhood pathways.

The TSGP would provide \$100,000 in funding with a required 10% match (provided by TrailNet). The RTP would also provide \$75,000 in funding but require a 20% match (provided by the Parks and Recreation Matching Grant Program and Billings TrailNET). The Parks Department, Planning Division, and Public Works Department are supportive of this trail project and the applications for funding.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The City is already in receipt of \$4.7 million in Stagecoach Trail funding from the Transportation Alternatives grant, as well as \$100,000 in support from TrailNet. If awarded the \$100,000 TSGP grant, the City would still need about \$600,000 in match funding - which may be reallocated from other City funds. The Rose Park Phase II project would be funded at about \$75,000 from RTP, requiring a 20% (about \$11,000) project cost match. Both projects are slated to begin construction in FY25.

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## Attachments

Stagecoach Trail Map

Rose Park Phase 2 Map

Rose Park Broken Concrete Photos



Figure 1 – Stagecoach Trail Map

# Rose Park Trail Phases 1 and 2



## Phase 1



Rose Park Trail, Phase 1  
(2023 RTP application, already funded)  
New 10 ft. wide asphalt trail

## Phase 2



Rose Park Trail, Phase 2  
(2024 RTP application)  
New 10 ft. wide asphalt trail



Rose Park Trail, Phase 2  
(2024 RTP application)  
Repair of 8 ft. wide concrete trail

Below are photos that show examples of the existing broken concrete trail In Rose Park.









**City Council Regular**

**Date:** 01/08/2024  
**Title:** Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Projects  
**Presented by:** Ted Wilson, Grants Coordinator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that Council approve submittal of the Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Projects application to the US Department of the Interior and approve acceptance of the grant should it be awarded.

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

The City of Billings is seeking grant funding from the Bureau of Reclamation through its WaterSMART Small-Scale Water Efficiency Projects program. The Parks and Recreation Department is seeking a grant of \$100,000 to fund the replacement and automation of the irrigation system at Millice Park, a project that is included in the Council-adopted 2025-2029 CIP. The grant would help extend the reach of the Park Department's irrigation automation program by adding federal match to the Millice project, which is roughly estimated to cost \$436,000. The grant requires a 1:1 match, which the Parks budget for irrigation repair/replacement can reach in FY25.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The Parks Department has already included this project in the 2025-29 CIP. A grant award of \$100,000 would allow the Department to reallocate those funds to other irrigation/parks projects. The Millice Park irrigation project is estimated at \$436,000 for the full project cost.

**SUMMARY**

The Parks Department budgets for one to two irrigation projects each year. Receipt of a WaterSMART grant of \$100,000 would allow the Department to reallocate some of those funds to another irrigation project. The Millice Park project is slated for construction in FY25.

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**City Council Regular**

**Date:** 01/08/2024  
**Title:** Northwest Energy easement for Mountview Cemetery  
**Presented by:** Brandon Schmidt  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends the approval of an easement for Northwestern Energy to provide utilities for Mountview Cemetery.

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

S Bar S is under contract to construct a garage in the southwest corner of the cemetery which is included in the FY23 budget. The new garage will allow cemetery staff to store equipment closer to where a majority of the burials take place. This will make the cemetery more efficient as it will reduce transit times and wear and tear on the equipment. Electricity is required in the new garage for lighting, overhead door operators, outlets for hand tools, air compressors, and engine block heaters. The closest, most cost-efficient, option to get electricity to the new garage is from the transformer located at the Yellowstone Valley Animal Shelter. This easement request is to run an underground electrical cable from the current transformer at the animal shelter to a new transformer to be installed in the cemetery.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

Cost of installing electricity from the animal shelter will be approximately \$4,000. If the easement is not granted, the electrical cable will have to be run from the closest existing meter in the cemetery, which is approximately 1/4 mile away. The cost of the alternate route would minimally be \$20,000.

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**Attachments**

Easement map  
NWE Easement Request

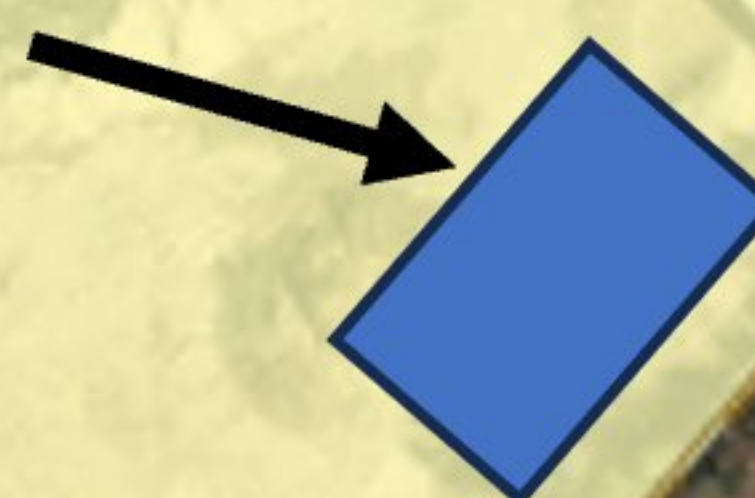


PAR-3  
EXCHANGE

NWE  
Easement  
10'x300'



New cemetery  
storage



MOUNTVIEW  
CEMETERY

Yellowstone Valley  
Animal Shelter

1735

61-12

MONAD RD

18TH STW

Return to:  
City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

CITY OF BILLINGS  
DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

**UTILITY RIGHT-OF-WAY EASEMENT**

The **City of Billings** for and in consideration of One Dollar \$1.00 in hand paid by **NorthWestern Corporation d/b/a NorthWestern Energy, Grantee**, the receipt whereof is hereby acknowledged, as agreed, hereby grants and conveys to **Grantee**, a **Utility Right-of Way Easement (“Easement”)** on the following described **City of Billings** property:

**TOWNSHIP 1 SOUTH, RANGE 26 EAST, M.P.M., YELLOWSTONE COUNTY, MT**

Section 7: That portion of the NE4 and the E2NE4 of said section, described as Lot 2, Block 1, of the Plat of the Sysco Subdivision, First Filing, being Certificate of Survey 779 and the vacated portion of Edward Street Res. No 02-17916, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 3196453

This Easement to **Grantee**, is for the purpose of constructing, operating, maintaining, replacing and removing utility systems as described in the attached Exhibit “A” concerning the above described property, together with the right of free ingress and egress over and across said property for the above stated purpose subject to the conditions provided below. However, the **City of Billings** reserves the right to occupy and/or use the property in question for all purposes not inconsistent with the rights herein granted.

**It is understood and agreed that the following conditions shall apply to this Easement:**

1. All utility installation located within this Easement shall be located as required by the **Policy on Utility Easements in City Parks, Section III, B** of the **City of Billings**.
2. **Grantee** shall install the underground utility and restore the lot to its original condition as approved by the **City of Billings**. Installation and restoration shall be completed within 45 days after construction.

3. **Grantee** shall notify the Parks, Recreation and Public Lands (“PRPL”) offices 48 hours in advance of any construction, maintenance or repairs. In the event of an emergency **Grantee** shall provide notice within 24 hours after access.
4. During operations in the Easement, **Grantee** shall keep the site clear of any debris caused by **Grantee**’s operations. The Easement area shall be left in a condition equal to or better than the existing condition prior to access satisfactory to the PRPL. **Grantee** shall coordinate all access routes with the **City of Billings** Cemetery Supervisor or designee.
5. **Grantee** shall take all necessary precautions to protect existing infrastructure including but not limited to structures, vegetation, utilities, irrigation, fencing, sidewalks and paths. Any and all damage caused by **Grantee** shall be repaired at **Grantee**’s expense to the satisfaction of PRPL. Damage not repaired in a reasonable time period shall be undertaken by PRPL and all expenses shall be billed to the **Grantee**.
6. To allow travel over and across the park by **Grantee**, linear portions of the utility installation shall be ten (10) feet in width (sufficient to allow access to necessary equipment for installation and repair purposes).
7. Protection of trees and facilities in the vicinity of the utility during installation and during any replacement, maintenance, or repairs shall comply with the **Policy on Utility Easements in City Parks, Section III, L**.
8. **Grantee** shall maintain any surface equipment in such a manner as to preserve or enhance the safety and aesthetics of the surrounding park area and private housing lots as approved by the **City of Billings**.
9. All underground wire and cable installation shall be in conduit.
10. The Easement shall not be assignable by the **Grantee** to any other utility for any use other than that specifically described in the Easement.
11. Subject to the condition in # 10 above, this Easement shall run with the land and be binding upon successors in interest should ownership of said described tract change in the future.
12. **Indemnity and Insurance:** As partial consideration for the permission to obtain this Easement across **City of Billings** property, **Grantee** agrees to indemnify, defend and save the **City of Billings**, its officers, agents and employees harmless from any and all losses, damages, judgments, causes of action and liability, including reasonable attorney’s fees occasioned by, growing out of, or in any way arising or resulting from any intentional ly wrongful or negligent act or omission on the part of **Grantee** or its contractors, subcontractors, agents or employees. For this purpose, **Grantee** has provided the **City of Billings** with proof of self-insurance attached as Exhibit “B” and shall maintain the liability limits listed thereon.
13. Noncompliance with any of the above terms and conditions, may result in the **City of Billings** exercising any or all available remedies up to and including termination of this Easement if **Grantee** fails to initiate action to remedy the non-compliance after fifteen (15) calendar days written notice from the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

By: \_\_\_\_\_  
Denise R. Bohlman, 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 William A. Cole and Denise R. Bohlman, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Printed Name

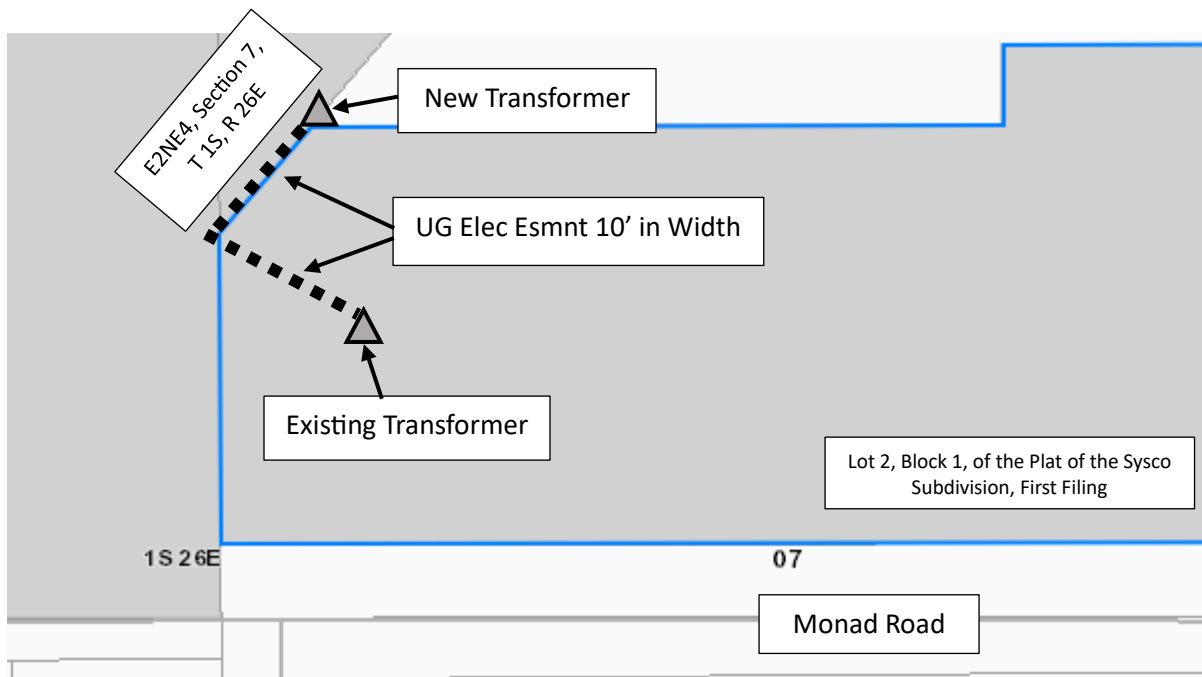
Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

## Exhibit "A"

The following is made a part of that certain Utility Right-of-Way Easement dated \_\_\_\_\_ by and between the City of Billings, of PO Box 1178, Billings, MT, 59103-1178, as "Grantor" and NorthWestern Corporation D/B/A NorthWestern Energy, of 11 East Park Street, Butte, MT 59701-1711, as "Grantee."

*All distances, areas and measurements shown below are approximate and not to scale.*



### Township 1 South, Range 26 East, M.P.M., Yellowstone County, MT

Section 7: That portion of the NE4 and the E2NE4 of said section, described as Lot 2, Block 1, of the Plat of the Sysco Subdivision, First Filing, Being Certificate of Survey 779 and the vacated portion of Edward Street Res. No 02-17916, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 3196453

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Authorizing Release of Certain Easements in Vacated portions of North 28th Street and Normal Sub Block 1 Alley  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** NA

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**RECOMMENDATION**

Staff recommends that the City Council approve the release of certain easements in vacated portions of North 28th Street and Normal Sub Block 1 Alley.

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

North 28th Street between Poly Drive and 12th Avenue North and the Normal Subdivision Block 1 alley were vacated to the Sisters of Charity of Leavenworth Health Services (St. Vincent's Hospital) in 1999. In 1999, both rights-of-way contained public water, sanitary sewer, and storm drain mains. When the right-of-way was vacated in 1999, Sisters of Charity of Leavenworth Health Services granted the City of Billings perpetual right-of-way easements for the water, sanitary sewer, and storm drain mains that remained. Intermountain Health is constructing a new hospital and has re-located all the public utilities from within the previously vacated right-of-way and public easements. It now becomes necessary to release the perpetual right-of-way easements prior to construction of buildings in those locations. Attached are the easements (as exhibits to the release) to be released that no longer contain public utilities.

This Council action is to approve the release of these easements.

**ALTERNATIVES**

The Council may:

- Approve the release of the easements;
- Not approve of the release. Not approving the release would require Intermountain Health to re-design the new hospital to be located outside the easement areas.

**FISCAL EFFECTS**

There is no significant fiscal effect resulting from approval of the release.

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**Attachments**

Release



APPROVED AS TO FORM:

By \_\_\_\_\_

GINA DAHL, CITY ATTORNEY

# PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14 day of June, 2000, the undersigned, **THE SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION, A Not For Profit Kansas Corporation**, of the address of 4200 South Fourth Street, Cantwell Hall, Leavenworth, Kansas 66048-5054, hereinafter called "Grantors", hereby grant and convey unto **THE CITY OF BILLINGS**, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under, and through the following described tracts of real property in Yellowstone County, Montana:

A strip of land situated in Lots 14 through 20, Block 1, and the vacated alley in Block 1, Normal Subdivision, Certificate of Survey No. 934 and Lot 2, Block 1, Normal Subdivision, Third Filing, more particularly described as follows:

Beginning at a point which is situated N34°38'00"W a distance of 10.58 feet from the northeast corner of Lot 14, Block 1, Normal Subdivision; thence, from said point of beginning, S47°41'58"W a distance of 146.31 feet; thence, N34°38'00"W a distance of 20.18 feet; thence, N47°41'58"E a distance of 134.09 feet; thence, N34°38'00"W a distance of 97.11 feet to a point on the south right-of-way line of Poly Drive; thence, along said right-of-way on a non-tangent curve to the left, having a radius of 540.85 feet a distance of 50.16 feet (chord bearing N65°45'31"E, chord 50.14 feet); thence S31°01'41"W a distance of 32.18 feet; thence S34°38'00"E a distance of 92.29 feet; thence S47°41'58"W a distance of 7.96 feet to said point of beginning; said easement containing an area of 5,218 square feet and as shown on attached "Exhibit A".

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing storm drain lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said storm drain lines and appurtenances, and adding additional storm drain lines.

Grantors shall continue to have the right to use and enjoy the above described property, except as to the rights herein granted, subject to the following restrictions:

- A. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape, or form, except as may be licensed by Grantee.

C57:SV ROW Esmt 2

1

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

97034 (5-3-00)

**3102094**

Page: 1 of 4  
09/07/2000 09:33A



- B. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
- C. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
- D. Grantors agree to obtain the permission of the Public Utilities Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way, and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the Grantee.
- E. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer and/or water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.
- F. **Hold Harmless Agreement:**
1. Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked, split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from the easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
  2. Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.





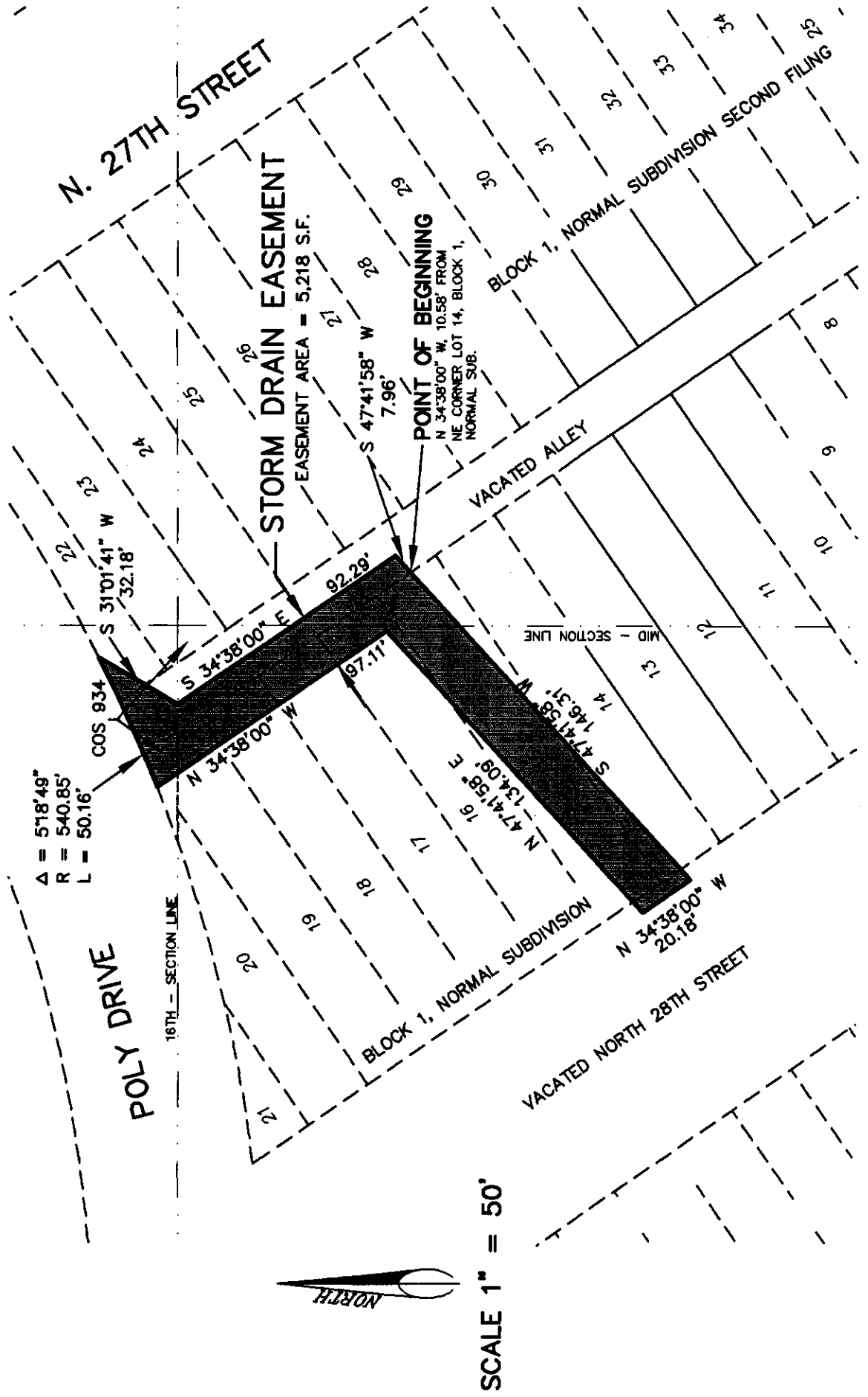
# "EXHIBIT A"

PERPETUAL RIGHT-OF-WAY EASEMENT FOR STORM DRAIN  
ACROSS BLOCK 1, NORMAL SUBDIVISION AND COS 934,

SITUATED IN THE NE 1/4 AND NW 1/4 OF SECTION 32, T. 1 N., R. 26 E., P.M.M.

PREPARED FOR: SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION  
PREPARED BY: ENGINEERING, INC.

FEBRUARY, 2000



SCALE 1" = 50'



**3102094**  
 Page: 4 of 4  
 09/07/2000 09:33A

## PERPETUAL RIGHT-OF-WAY EASEMENT

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged on this 29<sup>th</sup> day of September 29, 2000, the undersigned **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.** of the address of Cantwell Hall, 4200 South Fourth Street, Leavenworth, Kansas 66048, hereinafter called "Grantor", hereby grants and convey unto **THE CITY OF BILLINGS**, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under, and through the following described tracts of real property in Yellowstone County, Montana:

Alley: Normal Subdivision, Block 1.

Vacated under City Resolution No. 99-17440, previous alley in Block 1, Normal Subdivision, between streets 12<sup>th</sup> Avenue North and Poly Drive, and between North 27<sup>th</sup> Street and North 28<sup>th</sup> Street, depicted on Exhibit "A" attached hereto.

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing an existing sanitary sewer line over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewer lines and appurtenances, and adding additional sanitary sewer lines.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions.

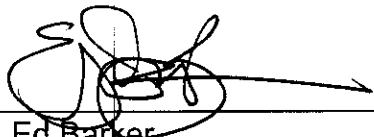
- A. Grantor and its successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape, or form, except as may be licensed by Grantee.
- B. Grantor agrees not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
- C. Grantor agrees that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
- D. Grantor agrees to obtain the permission of the Public Utilities Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way, and, in addition, in the event such permission is granted, the Grantor agrees to perform any work necessary to modify the existing sanitary lines and appurtenances, which work may be required prior to placing or removing any fill dirt within th easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the Grantee.
- E. Grantor agrees that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair ro service work to the sanitary sewer lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.
- F. Hold Harmless Agreement:



1. Grantor agrees that the owner or owners of the above-described property shall at all times fully relieve and save harmless th City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked, split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from the easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
  
2. Grantor agrees the owners of the above-described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of their rights, restrictions, obligations or responsibilities contained in this agreement.
  
- G. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties, hereto and all persons claiming thereunder.

Grantor warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.

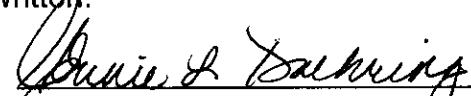
Sisters of Charity of Leavenworth  
Health System Inc.

By   
Ed Barker  
Its Vice President, Legal Counsel

STATE OF KANSAS            )  
                                          ): ss.  
County of Wyandotte    )

On this 29<sup>th</sup> day of September, 2000, before me, the undersigned, a Notary Public for the State of Kansas, personally appeared ED BARKER, known to me to be the Vice President and Legal Counsel of the corporation executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

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

  
Notary Public for the State of Kansas  
Residing at 3639 Shinnick, Leavenworth, Kansas  
My Commission Expires: 2/20/2003





NORTH



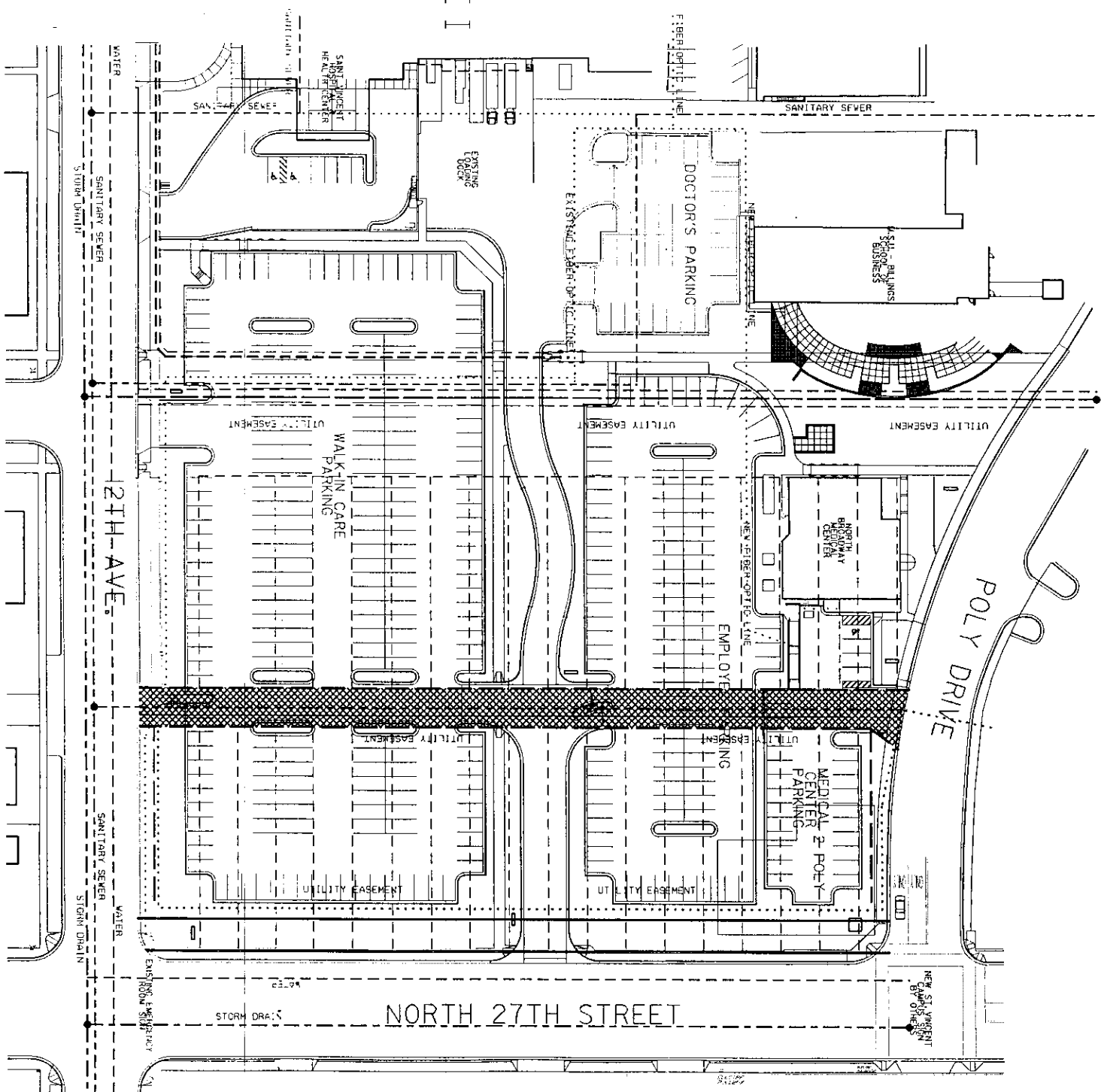
CONSULTANT:

**CTA ARCHITECT:**  
 1500 POLY DRIVE  
 BOISE, IDAHO 83725  
 PHONE: (208) 248-7455  
 FAX: (208) 248-3779

# SUPER BLOCK II EASEMENT EXHIBIT A

**LEGEND**

- UTILITY EASEMENT
- SANITARY SEWER
- WATER
- STORM DRAIN
- GAS LINE
- POWER
- PHONE
- FIBER-OPTIC LINE
- MPC, TCU, USWEST RELOCATION



Yellowstone County EASE 18.00

**3116727**  
 Page: 3 of 3  
 02/01/2001 09:26A

# PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14 day of June, 2000, the undersigned, **THE SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION, A Not For Profit Kansas Corporation**, of the address of 4200 South Fourth Street, Cantwell Hall, Leavenworth, Kansas 66048-5054, hereinafter called "Grantors", hereby grant and convey unto **THE CITY OF BILLINGS**, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under, and through the following described tracts of real property in Yellowstone County, Montana:

A 70-foot wide strip of land situated in Lot 2, Block 1, Normal Subdivision, Third Filing, more particularly described as follows:

Beginning at a point on the north right-of-way line of 12th Avenue North which is situated S55°19'00"W a distance of 5.00 feet from the southwest corner of Lot 1, Block 1, Normal Subdivision; thence, from said point of beginning along said right-of-way line, S55°19'00"W a distance of 70.00 feet; thence, N34°38'00"W a distance of 375.00 feet; thence, N55°22'00"E a distance of 3.24 feet; thence, N34°38'00"W a distance of 29.51 feet; thence, along a non-tangent curve to the left, having a radius of 100.00 feet a distance of 150.97 feet (chord bearing N34°43'33"W, chord 137.04 feet); thence, N12°01'27"E a distance of 22.58 feet to a point on the south right-of-way line of Poly Drive; thence, along said right-of-way line on non-tangent curve to the left, having a radius of 540.85 feet a distance of 59.18 feet (chord bearing N86°37'55"E, chord 59.15 feet); thence S34°38'00"E a distance of 526.28 feet to said point of beginning; said easement containing an area of 34,927 square feet and as shown on attached "Exhibit A".

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing storm drains, sanitary sewers and/or water lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said storm drains, sanitary sewers and/or water lines and appurtenances, and adding additional storm drains, sanitary sewer and/or water lines.

Grantors shall continue to have the right to use and enjoy the above described property, except as to the rights herein granted, subject to the following restrictions:

- A. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but

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City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

97034 (5-3-00)

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Yellowstone County EASE 24.00

not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape, or form, except as may be licensed by Grantee.

- B. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
- C. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
- D. Grantors agree to obtain the permission of the Public Utilities Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way, and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing storm drains, sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the Grantee.
- E. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the storm drains, sanitary sewer and/or water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.
- F. Hold Harmless Agreement:
  - 1. Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked, split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from the easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
  - 2. Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such



owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

- G. The Restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

THE SISTERS OF CHARITY OF  
LEAVENWORTH HEALTH SERVICES  
CORPORATION, A Not For Profit  
Kansas Corporation

By: [Signature]  
Edward L. Barker  
Its: Vice President, General Counsel

STATE OF Kansas )  
: ss.  
County of Wyandotte )

On this 14th day of June, 2000, before me, a Notary Public for the State of Kansas, personally appeared Edward L. Barker, known to me to be the V.P., General Counsel of THE SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION, A Not For Profit Kansas Corporation, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year first above written.



[Signature]  
Notary Public for the State of Kansas  
Residing at 3629 Winchester Drive  
Leavenworth, KS  
My commission expires February 22, 2003



# "EXHIBIT A"

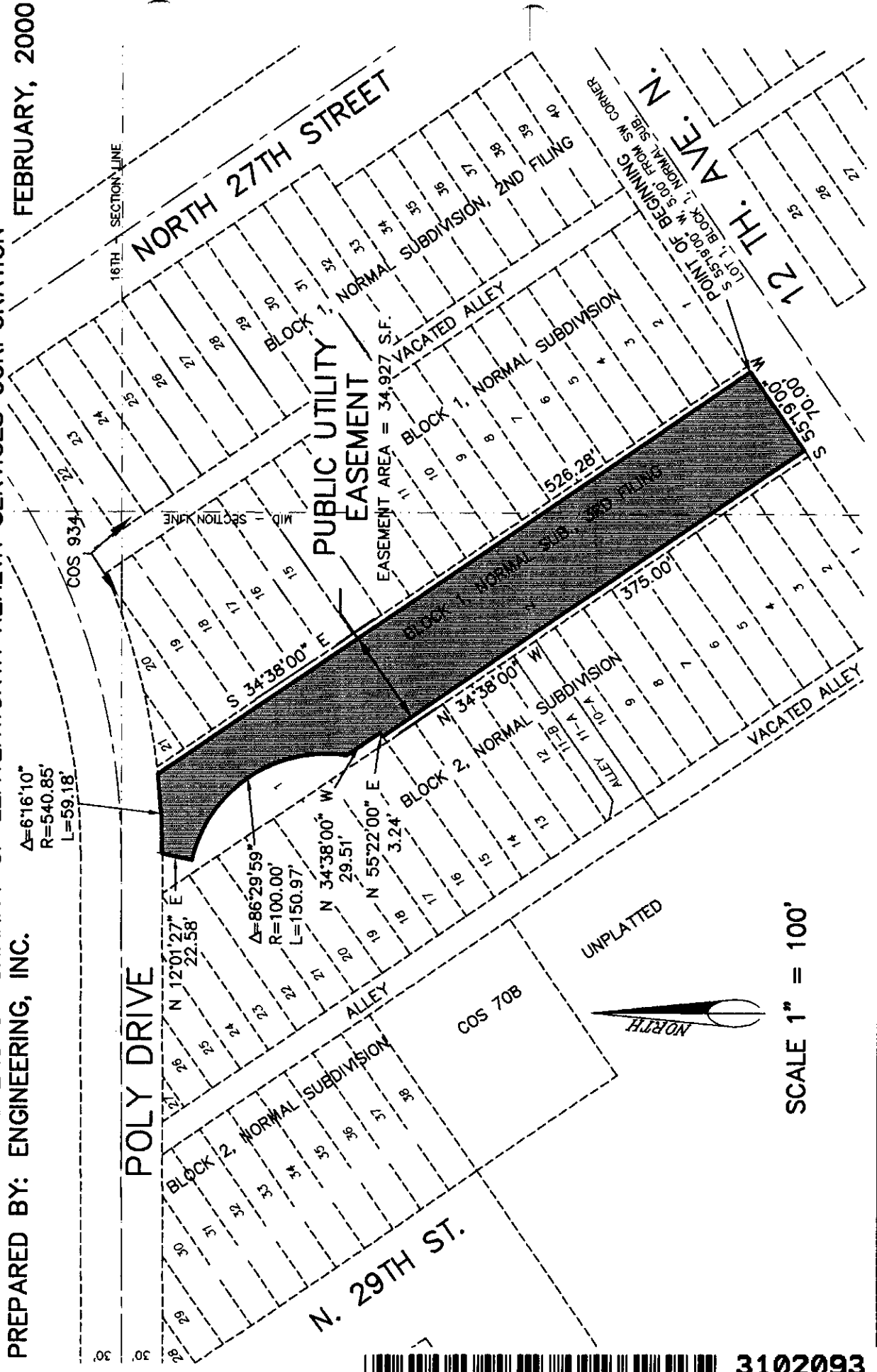
PERPETUAL RIGHT-OF-WAY EASEMENT FOR PUBLIC UTILITIES  
 A PORTION OF LOT 2, BLOCK 1, NORMAL SUBDIVISION, 3RD FILING

SITUATED IN THE NE 1/4 AND NW 1/4 OF SECTION 32, T. 1 N., R. 26 E., P.M.M.

PREPARED FOR: SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION  
 PREPARED BY: ENGINEERING, INC.

$\Delta=616'10"$   
 $R=540.85'$   
 $L=59.18'$

FEBRUARY, 2000



2000 BLS



3102093  
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SCALE 1" = 100'



**City Council Regular**

**Date:** 01/08/2024  
**Title:** Payment of Claims for week of November 27, 2023  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$538,541.44 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.

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**Attachments**

| Check Date | Check # | Name                  | Fund Name          | Amount       | Item Desc                                                 |
|------------|---------|-----------------------|--------------------|--------------|-----------------------------------------------------------|
| 11/27/2023 | 866628  | A-1 Landscaping       | Building           | \$ 105.00    | Snow Plow Services for October, 2023; Planning            |
| 11/27/2023 | 866628  | A-1 Landscaping       | CDBG               | \$ 105.00    | Snow Plow Services for October, 2023; Planning            |
| 11/27/2023 | 866628  | A-1 Landscaping       | Facilities         | \$ 1,262.50  | Snow Plow Services for October, 2023; Ops Center          |
| 11/27/2023 | 866628  | A-1 Landscaping       | Facilities         | \$ 160.00    | Snow Plow Services for October, 2023; Stillwater Building |
| 11/27/2023 | 866628  | A-1 Landscaping       | Facilities         | \$ 590.00    | Snow Plow Services for October, 2023; YVAS                |
| 11/27/2023 | 866628  | A-1 Landscaping       | General            | \$ 105.00    | Snow Plow Services for October, 2023; Planning            |
| 11/27/2023 | 866628  | A-1 Landscaping       | Library            | \$ 495.00    | Snow Plow Services for October, 2023; Library             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Library            | \$ 420.00    | Snow Plow Services for October, 2023; Library             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Parking            | \$ 165.00    | Snow Plow Services for October, 2023; Library             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Parking            | \$ 315.00    | Snow Plow Services for October, 2023; Parking             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Parking            | \$ 585.00    | Snow Plow Services for October, 2023; Parking             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Parking            | \$ 600.00    | Snow Plow Services for October, 2023; Parking             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Parking            | \$ 780.00    | Snow Plow Services for October, 2023; Parking             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Parking            | \$ 420.00    | Snow Plow Services for October, 2023; Parking             |
| 11/27/2023 | 866628  | A-1 Landscaping       | Planning           | \$ 105.00    | Snow Plow Services for October, 2023; Planning            |
| 11/27/2023 | 866628  | A-1 Landscaping       | Urban Renewal Prop | \$ 945.00    | Snow Plow Services for October, 2023; Comm Dev            |
| 11/27/2023 | 866637  | Asher                 | Public Safety      | \$ 8,397.00  | Reimbursement of 75% Tuition. Summer, 2023                |
| 11/27/2023 | 866638  | ATS Inland NW         | Airport            | \$ 16,484.25 | Update to Alerton Building Management Software            |
| 11/27/2023 | 866639  | Automatic Doors Of MT | Airport            | \$ 4,985.06  | Invoice #5973. Repairs to Door #4                         |
| 11/27/2023 | 866641  | Bcs Scrip             | General            | \$ 2,575.00  | 1st Quarter Milestones 2024                               |
| 11/27/2023 | 866643  | Billings Depot        | Engineering        | \$ 15,177.22 | Depot December Rent                                       |
| 11/27/2023 | 866645  | Billings Tourism      | Tourism BID #2     | \$ 28,380.00 | Paid October Distributed November, 2023                   |
| 11/27/2023 | 866648  | Bradford Roof Mgmt    | Airport            | \$ 9,585.00  | Administration Roof Repairs                               |
| 11/27/2023 | 866662  | Dakota Supply         | Water              | \$ 675.33    | 12" HYMAX 2 COUPLING (LONG BODY)                          |
| 11/27/2023 | 866662  | Dakota Supply         | Water              | \$ 1,451.16  | 6" X 20" CI FC CLAMP - F1-724 X 20 X SH                   |
| 11/27/2023 | 866662  | Dakota Supply         | Water              | \$ 4,417.04  | 7' FIRE HYDRANT - PUSH ON                                 |
| 11/27/2023 | 866662  | Dakota Supply         | Water              | \$ 342.59    | 8" CLAY X PVC BANDED COUPLING - FLEX SEAL                 |
| 11/27/2023 | 866662  | Dakota Supply         | Water              | \$ 332.31    | BLUE MARKING PAINT                                        |
| 11/27/2023 | 866662  | Dakota Supply         | Water              | \$ 199.39    | MARKING PAINT GREEN - GREEN SPRAYON #3631                 |
| 11/27/2023 | 866663  | Dana Safety Supply    | Public Safety      | \$ 1,550.00  | 862581 - LIGHT BAR                                        |
| 11/27/2023 | 866663  | Dana Safety Supply    | Public Safety      | \$ 1,550.00  | 862581 - LIGHT BAR                                        |
| 11/27/2023 | 866663  | Dana Safety Supply    | Public Safety      | \$ 106.44    | 862581 - SHIPPING                                         |
| 11/27/2023 | 866666  | Desert Mountain       | Street/Traffic     | \$ 4,963.99  | inv#23-111561ice slicer                                   |
| 11/27/2023 | 866666  | Desert Mountain       | Street/Traffic     | \$ 5,119.52  | inv#23-112050ice slicer                                   |

| Check Date | Check # | Name                  | Fund Name        | Amount      | Item Desc                                              |
|------------|---------|-----------------------|------------------|-------------|--------------------------------------------------------|
| 11/27/2023 | 866673  | Empire Garage Owner's | Parking          | \$ 8,699.59 | INV001597 City of Billings November Assessment         |
| 11/27/2023 | 866676  | Fisher Sand & Gravel  | Street/Traffic   | \$ 1,284.20 | inv#11075asphalt                                       |
| 11/27/2023 | 866676  | Fisher Sand & Gravel  | Street/Traffic   | \$ 390.87   | inv#11076asphalt                                       |
| 11/27/2023 | 866676  | Fisher Sand & Gravel  | Street/Traffic   | \$ 143.84   | inv#11077asphalt                                       |
| 11/27/2023 | 866676  | Fisher Sand & Gravel  | Street/Traffic   | \$ 671.45   | inv#11078asphalt                                       |
| 11/27/2023 | 866676  | Fisher Sand & Gravel  | Street/Traffic   | \$ 901.71   | inv#11079asphalt                                       |
| 11/27/2023 | 866676  | Fisher Sand & Gravel  | Street/Traffic   | \$ 1,815.03 | inv#11080asphalt                                       |
| 11/27/2023 | 866747  | Fisher's Tech         | Airport          | \$ 31.33    | Invoice #1230372. Copy Machine Maintenance             |
| 11/27/2023 | 866747  | Fisher's Tech         | CDBG             | \$ 112.85   | Fishers Tech - October 2023 - Invoice #1231060         |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 807.61   | 1231061 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 35.00    | 1232962 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 180.31   | 1233869 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 20.98    | 1234884 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 26.07    | 123586 Copy Fund                                       |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 51.69    | 1236841 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 122.90   | 1236842 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 136.39   | 1237508 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Central Services | \$ 210.00   | 1237854 Copy Fund                                      |
| 11/27/2023 | 866747  | Fisher's Tech         | Engineering      | \$ 7.61     | Contract base rate charge for both invoices            |
| 11/27/2023 | 866747  | Fisher's Tech         | General          | \$ 392.78   | copier fees for BCC - 1231059                          |
| 11/27/2023 | 866747  | Fisher's Tech         | General          | \$ 203.07   | printer/copier charges for BCC - 1231625               |
| 11/27/2023 | 866747  | Fisher's Tech         | Library          | \$ 84.22    | 1230371 Library copier charges                         |
| 11/27/2023 | 866747  | Fisher's Tech         | PD Program       | \$ 1,000.00 | 1230373, FEQ19208 CCSIU                                |
| 11/27/2023 | 866747  | Fisher's Tech         | PD Program       | \$ 848.26   | 1230373, FEQ19208 CCSIU                                |
| 11/27/2023 | 866747  | Fisher's Tech         | Public Safety    | \$ 329.66   | 1233213 Police- 2PB01307                               |
| 11/27/2023 | 866747  | Fisher's Tech         | Public Safety    | \$ 1.53     | 1235275 Police- 23D14851                               |
| 11/27/2023 | 866747  | Fisher's Tech         | Public Safety    | \$ 16.51    | BLACK & WHITE COPIES                                   |
| 11/27/2023 | 866747  | Fisher's Tech         | Public Safety    | \$ 93.38    | COLOR COPIES                                           |
| 11/27/2023 | 866747  | Fisher's Tech         | Public Safety    | \$ 28.85    | Fishers 1239777, contract invoice FEQ36384             |
| 11/27/2023 | 866747  | Fisher's Tech         | Solid Waste      | \$ 272.26   | Contract overage charge 9/1/23 - 9/30/23. Collections. |
| 11/27/2023 | 866747  | Fisher's Tech         | Solid Waste      | \$ 67.52    | Contract overage charge 9/18/23 - 10/17/23. Landfill.  |
| 11/27/2023 | 866747  | Fisher's Tech         | Street/Traffic   | \$ 31.50    | inv#1236843maintenance agreement for copier            |
| 11/27/2023 | 866747  | Fisher's Tech         | Transit          | \$ 382.23   | Invoice #1229392. Copy Machine Maintenance             |
| 11/27/2023 | 866747  | Fisher's Tech         | Transit          | \$ 199.91   | Invoice #1242325 Copy Machine Maintenance              |

| Check Date | Check # | Name          | Fund Name  | Amount       | Item Desc                                            |
|------------|---------|---------------|------------|--------------|------------------------------------------------------|
| 11/27/2023 | 866747  | Fisher's Tech | Water      | \$ 107.29    | DXC37251 Canon Monthly charge..09/30/20              |
| 11/27/2023 | 866679  | GCR           | Airport    | \$ 47,000.00 | Software Contract & License Agreement - Subscription |
| 11/27/2023 | 866691  | InfoSend      | P.W. Admin | \$ 14,705.60 | Statement/Mailing service for 10/03/202              |
| 11/27/2023 | 866691  | InfoSend      | P.W. Admin | \$ 3,655.42  | Statement/Mailing service for 10/03/202              |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.04      | 78666814                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 12.97     | 78666814                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.03      | 78666815                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 10.79     | 78666815                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.20      | 78666816                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 38.08     | 78666816                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 14.74     | 78666816                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 10.00     | 78666816                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.23      | 78666817                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 10.20     | 78666817                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 44.08     | 78666817                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 30.93     | 78666817                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 2.50      | 78666818                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 1,091.55  | 78666818                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.37      | 78709444                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 15.34     | 78709444                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 36.88     | 78709444                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 1.61      | 78709445                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 275.36    | 78709445                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 10.02     | 78709445                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.61      | 78709446                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 48.58     | 78709446                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 20.73     | 78709446                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 0.10      | 78709447                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 18.60     | 78709447                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 33.90     | 78709448                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 3.00      | 78709449                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 73.22     | 78709449                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 838.69    | 78709449                                             |
| 11/27/2023 | 866692  | Ingram        | Library    | \$ 1,347.24  | 78709449                                             |

| Check Date | Check # | Name          | Fund Name     | Amount       | Item Desc                                      |
|------------|---------|---------------|---------------|--------------|------------------------------------------------|
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 59.86     | 78709449                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 119.65    | 78709449                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 1,468.86  | 78709449                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 114.87    | 78709449                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 2.39      | 78709450                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 14.97     | 78709450                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 7.79      | 78709450                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 0.61      | 78709451                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 11.39     | 78709451                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 0.22      | 78728841                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 9.57      | 78728841                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 78.30     | 78728841                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 0.09      | 78728842                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 18.23     | 78728842                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 0.07      | 78728843                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 14.82     | 78728843                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 0.08      | 78728844                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 5.89      | 78728844                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 2.54      | 78728845                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 458.75    | 78728845                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 1.81      | 78754068                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 14.16     | 78754068                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 17.70     | 78754068                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 1.19      | 78754069                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 10.19     | 78754069                                       |
| 11/27/2023 | 866692  | Ingram        | Library       | \$ 24.75     | 78754069                                       |
| 11/27/2023 | 866694  | Invoice Cloud | City Ins Fund | \$ 45.82     | Service for 10/01/2023-10/31/2023              |
| 11/27/2023 | 866694  | Invoice Cloud | Parking       | \$ 722.69    | Service for 10/01/2023-10/31/2023              |
| 11/27/2023 | 866694  | Invoice Cloud | Solid Waste   | \$ 10,680.14 | Service for 10/01/2023-10/31/2023              |
| 11/27/2023 | 866694  | Invoice Cloud | Wastewater    | \$ 11,375.01 | Service for 10/01/2023-10/31/2023              |
| 11/27/2023 | 866694  | Invoice Cloud | Water         | \$ 16,394.68 | Service for 10/01/2023-10/31/2023              |
| 11/27/2023 | 866698  | Knife River   | Airport       | \$ 9,500.00  | Concrete Patch on the Air Carrier Ramp         |
| 11/27/2023 | 866698  | Knife River   | Water         | \$ 1,893.03  | 3/4 " BEDDING ROCK - (102)                     |
| 11/27/2023 | 866706  | M-B Companies | Airport       | \$ 5,275.50  | Invoice #277141. Dollie Wheels for Broom Heads |

| Check Date | Check # | Name               | Fund Name     | Amount      | Item Desc                                             |
|------------|---------|--------------------|---------------|-------------|-------------------------------------------------------|
| 11/27/2023 | 866713  | Monroe Jr          | Planning      | \$ 2,751.25 | Invoice 002 Reimbursement for supplies                |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 507.51   | 129 573 1000 1. Mud Wash. Nov 2023                    |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 1,452.94 | 179 053 7751 5. New Concourse A. Nov 2023             |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 165.18   | 185 580 1000 7. TSA. Nov 2023                         |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 42.91    | 229 573 1000 0. Detail Bay 1 Hertz. Nov 2023          |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 146.33   | 283 116 0655 3. IP-12 Alpine. Nov 2023                |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 1,561.69 | 285 580 1000 6                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 75.13    | 295 580 1000 4. Aero Interiors. Nov 2023              |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 27.68    | 329 573 1000 9. Detail Bay 3 Enterprise. Nov 2023     |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 87.92    | 429 573 1000 8. Detail Bay 4 Avis/Budget. Nov 2023    |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 26.47    | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. Nov 2023 |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 5,623.56 | 595 580 1000 1                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 143.28   | 629 573 1000 6. Detail Bay 2 National/Alamo. Nov 2023 |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 911.50   | 706 580 1000 7                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 582.22   | 788 689 5644 8. Concourse Kitchen. Nov 2023           |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 690.40   | 889 373 1000 6. Car Wash. Nov 2023                    |
| 11/27/2023 | 866714  | Montana Dakota UTL | Airport       | \$ 107.96   | 889 373 1000 6. USDA. Nov 2023                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Engineering   | \$ 192.11   | 595 373 1000 1                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Facilities    | \$ 1,956.34 | 375 963 4481 4                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Facilities    | \$ 2,271.86 | 929 780 1000 4                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | General       | \$ 243.78   | 437 780 1000 9                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Library       | \$ 2,822.15 | 219 924 4851 0                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | P.W. Admin    | \$ 48.03    | 595 373 1000 1                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Park Dist 1   | \$ 87.29    | 501 473 1000 2                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Parking       | \$ 84.74    | 303 725 2591 2                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Parking       | \$ 21.78    | 717 353 1000 6                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Parking       | \$ 60.32    | 799 152 1209 0                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Public Safety | \$ 34.62    | 062 907 9494 7                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Public Safety | \$ 1,027.13 | 169 233 1000 3                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Public Safety | \$ 29.10    | 514 117 0478 9                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Public Safety | \$ 389.11   | 533 653 1000 1                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Public Safety | \$ 64.71    | 602 589 7178 1                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Public Safety | \$ 482.25   | 885 880 1000 4                                        |
| 11/27/2023 | 866714  | Montana Dakota UTL | Transit       | \$ 725.54   | 962 880 1000 0                                        |

| Check Date | Check # | Name                | Fund Name  | Amount      | Item Desc                                            |
|------------|---------|---------------------|------------|-------------|------------------------------------------------------|
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 3,168.46 | 293 780 1000 2                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 6,336.91 | 293 780 1000 2                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 3,168.46 | 293 780 1000 2                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 70.68    | 596 733 1000 5                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 70.68    | 713 064 3190 0                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 65.92    | 735 453 1000 2                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Wastewater | \$ 71.87    | 843 879 2205 1                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Water      | \$ 65.92    | 076 225 9180 3                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Water      | \$ 15.97    | 373 580 1000 9                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Water      | \$ 15.97    | 373 580 1000 9                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Water      | \$ 58.11    | 541 380 1000 1                                       |
| 11/27/2023 | 866714  | Montana Dakota UTL  | Water      | \$ 98.76    | 921 580 1000 6                                       |
| 11/27/2023 | 866716  | Moulton Bellingham  | General    | \$ 216.00   | Good Stuff - Zoning Violations                       |
| 11/27/2023 | 866716  | Moulton Bellingham  | General    | \$ 1,983.75 | Sale of 3rd Floor of City Hall                       |
| 11/27/2023 | 866716  | Moulton Bellingham  | General    | \$ 3,397.50 | Sale of City Hall & Park 3 Garage                    |
| 11/27/2023 | 866716  | Moulton Bellingham  | General    | \$ 382.50   | Stone et al. v. COB, et al. - Health Ins. Litigation |
| 11/27/2023 | 866716  | Moulton Bellingham  | General    | \$ 7,502.50 | Terry Houser - Water & Wastewater Franchise Fee      |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 3,431.12 | 0100483-7. Runway Lights. Nov 2023                   |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 1,335.40 | 0100484-5. ARFF Facility. Nov 2023                   |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 406.01   | 0712792-1. IP-7. Nov 2023                            |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 1,166.30 | 0712800-2. IP-9. Nov 2023                            |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 78.38    | 1138926-9. Aero Interiors. Nov 2023                  |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 522.45   | 1669567-8. TSA. Nov 2023                             |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 1,501.46 | 1993430-6. Car Wash. Nov 2023                        |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 464.96   | 2001846-1. Mud Wash. Nov 2023                        |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 433.80   | 2001848-7. Detail Bay 1 Hertz. Nov 2023              |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 334.64   | 2001855-2. Detail Bay 2 National/Alamo. Nov 2023     |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 122.15   | 2001862-8. Detail Bay 3 Enterprise. Nov 2023         |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 387.61   | 2001865-1. Detail Bay 4 Avis/Budget. Nov 2023        |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 86.94    | 2001867-7. Detail Bay 5 Thrifty/Dollar. Nov 2023     |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 103.51   | 3085107-5. Employee Parking. Nov 2023                |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 242.83   | 3446396-8. USDA. Nov 2023                            |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 1,442.51 | 3477231-9. Airport Parking Zone. Nov 2023            |
| 11/27/2023 | 866721  | NorthWestern Energy | Airport    | \$ 43.26    | 3733186-5. Airport Storage. Nov 2023                 |

| Check Date | Check # | Name                | Fund Name   | Amount      | Item Desc                          |
|------------|---------|---------------------|-------------|-------------|------------------------------------|
| 11/27/2023 | 866721  | NorthWestern Energy | Engineering | \$ 947.11   | 1741314-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Engineering | \$ 53.57    | November depot parking lot charges |
| 11/27/2023 | 866721  | NorthWestern Energy | Facilities  | \$ 1,939.97 | 0975808-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Facilities  | \$ 633.05   | 1160802-3                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Facilities  | \$ 2,948.41 | 1160804-9                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Facilities  | \$ 2,891.30 | 1269391-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | General     | \$ 1,366.73 | 0100506-5                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722237-5                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0722247-4                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 0.12     | 0722254-0                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 104.75   | 0722255-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 64.85    | 0722260-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0722262-3                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0722265-6                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 187.26   | 0722266-4                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 18.22    | 0722269-8                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 12.34    | 0722292-0                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 32.03    | 0722293-8                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 6.14     | 0722905-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 130.16   | 0722933-9                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723027-9                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 95.59    | 0723035-2                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 6.89     | 0723036-0                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 187.31   | 0723037-8                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723038-6                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 40.35    | 0723042-8                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723044-4                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723051-9                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723052-7                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 8.23     | 0723055-0                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 61.22    | 0723056-8                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 8.07     | 0723057-6                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 31.09    | 0723058-4                          |
| 11/27/2023 | 866721  | NorthWestern Energy | Park Dist 1 | \$ 8.70     | 0723090-7                          |

| Check Date | Check # | Name                  | Fund Name      | Amount       | Item Desc                                               |
|------------|---------|-----------------------|----------------|--------------|---------------------------------------------------------|
| 11/27/2023 | 866721  | NorthWestern Energy   | Park Dist 1    | \$ 6.00      | 0723162-4                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Park Dist 1    | \$ -         | 0723170-7                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Park Dist 1    | \$ 29.86     | 0789437-1                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Park Dist 1    | \$ 400.46    | 0925496-2                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Park Dist 1    | \$ 0.95      | 4089118-6                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Parking        | \$ 2,304.93  | 0720834-1                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Parking        | \$ 1,428.56  | 1594282-4                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Public Safety  | \$ 2,746.86  | 3448739-7                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Radio          | \$ 217.20    | 0721580-9                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Solid Waste    | \$ 1,912.08  | 3252194-0                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Street/Traffic | \$ 6.00      | 0723645-8                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Transit        | \$ 330.55    | 1784756-7                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Wastewater     | \$ 1,083.28  | 0100606-3                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Water          | \$ 7,158.18  | 0100540-4                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Water          | \$ 3,249.84  | 0100606-3                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Water          | \$ 82,329.29 | 0100606-3                                               |
| 11/27/2023 | 866721  | NorthWestern Energy   | Water          | \$ 878.53    | 4519 Hesper Rd - Start Up Bill                          |
| 11/27/2023 | 866722  | NS Corporation        | Airport        | \$ 5,384.50  | Invoice #0119599-IN. QTA Parts Inventory                |
| 11/27/2023 | 866722  | NS Corporation        | Airport        | \$ 1,136.35  | Invoice #0119599-IN. QTA Parts Inventory                |
| 11/27/2023 | 866722  | NS Corporation        | Airport        | \$ 388.05    | Invoice #0119658-IN. QTA Inventory Parts                |
| 11/27/2023 | 866723  | Ovivo USA LLC         | Water          | \$ 2,668.97  | PRIMARY GEARMOTOR #73394A - 8A (73394A8A)               |
| 11/27/2023 | 866730  | Rimrock Foundation    | Court Grants   | \$ 1,633.38  | 23 Oct. Rimrock Treatment Services                      |
| 11/27/2023 | 866730  | Rimrock Foundation    | Court Grants   | \$ 5,619.68  | 23 Oct. Rimrock Treatment Services                      |
| 11/27/2023 | 866734  | SimplexGrinnell       | Facilities     | \$ 5,728.29  | Service Call/installed cell unit, conduit and ran wire. |
| 11/27/2023 | 866740  | Tire-Rama             | Solid Waste    | \$ 3,591.05  | Tire repair and purchase. Collections.                  |
| 11/27/2023 | ACH     | Town & Country Supply | Airport        | \$ 23,576.29 | QTA Car Rental Fuel                                     |
| 11/27/2023 | ACH     | Town & Country Supply | Public Safety  | \$ 1,021.13  | 441523 FIRE 7 - DIESEL                                  |
| 11/27/2023 | ACH     | Town & Country Supply | Public Safety  | \$ 510.57    | 441524 FIRE 5 - DIESEL                                  |
| 11/27/2023 | ACH     | Town & Country Supply | Public Safety  | \$ 514.25    | 441525 FIRE 1 - DIESEL                                  |
| 11/27/2023 | ACH     | Town & Country Supply | Public Safety  | \$ 602.32    | 441525 FIRE 1 - UNLEADED                                |

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Payment of Claims for week of December 4, 2023  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$4,619,404.50 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.

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**Attachments**

CouncilMemo wk of 12042023

| Check Date | Check # | Name                   | Fund Name      | Amount       | Item Desc                                                 |
|------------|---------|------------------------|----------------|--------------|-----------------------------------------------------------|
| 12/04/2023 | 866750  | Ace Electric           | SID Const      | \$105,122.60 | SID 1423...Annafeld Subdivision 4th Filing Streetlights   |
| 12/04/2023 | 866750  | Ace Electric           | Solid Waste    | \$780.74     | Tripping breaker at access gate. Landfill.                |
| 12/04/2023 | 866753  | Advanced Employment    | Solid Waste    | \$2,912.00   | Contract labor at Landfill week ending 11/14/2023.        |
| 12/04/2023 | 866753  | Advanced Employment    | Solid Waste    | \$2,775.50   | Contract labor at Landfill week ending 11/7/2023.         |
| 12/04/2023 | 866755  | Alta Planning & Design | Planning       | \$14,600.75  | Professional Services Through October 27, 2023            |
| 12/04/2023 | 866756  | Anderson Service       | Water          | \$19,492.50  | Purchase & Install double girder top running bridge crane |
| 12/04/2023 | 866758  | Askin Construction     | Airport        | \$68,578.85  | Mid-Field Service Road Project - Federal Share            |
| 12/04/2023 | 866758  | Askin Construction     | Airport        | \$7,619.87   | Mid-Field Service Road Project - Local Share              |
| 12/04/2023 | 866758  | Askin Construction     | Airport        | \$48,011.28  | Retainage Release                                         |
| 12/04/2023 | 866758  | Askin Construction     | Gas Tax        | \$0.00       | WO 22-07 Mullooney Lane Improvements                      |
| 12/04/2023 | 866758  | Askin Construction     | Gas Tax        | \$193,511.00 | WO 22-07 Mullooney Lane Improvements                      |
| 12/04/2023 | 866758  | Askin Construction     | Sidewalk Const | \$6,359.15   | WO 22-07 Mullooney Lane Improvements                      |
| 12/04/2023 | 866758  | Askin Construction     | St Maint Dist  | \$12,101.48  | WO 22-07 Mullooney Lane Improvements                      |
| 12/04/2023 | 866758  | Askin Construction     | Tax Incrmnt S  | \$269,048.85 | WO 23-26 Sbura Gravel Streets Phase II                    |
| 12/04/2023 | 866758  | Askin Construction     | Water          | \$79,234.04  | Retainage Release 2 F                                     |
| 12/04/2023 | 866758  | Askin Construction     | Water          | \$0.00       | WO 22-07 Mullooney Lane Improvements                      |
| 12/04/2023 | 866759  | Associated Glass       | General        | \$7,049.00   | window installation at the BCC/PRPL office                |
| 12/04/2023 | 866761  | AT & T                 | Airport        | \$824.06     | Airport                                                   |
| 12/04/2023 | 866761  | AT & T                 | Building       | \$45.22      | Building Manager                                          |
| 12/04/2023 | 866761  | AT & T                 | Building       | \$508.57     | PW-Building Cell Phones                                   |
| 12/04/2023 | 866761  | AT & T                 | Building       | \$386.10     | PW-Building Surfaces                                      |
| 12/04/2023 | 866761  | AT & T                 | CDBG           | \$145.76     | Comm Dev                                                  |
| 12/04/2023 | 866761  | AT & T                 | Court Grants   | \$153.22     | Muni Court DC                                             |
| 12/04/2023 | 866761  | AT & T                 | Engineering    | \$174.20     | Engineering Tablets                                       |
| 12/04/2023 | 866761  | AT & T                 | Engineering    | \$147.43     | PW-Engineering Cell Phones and MiFi                       |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$45.12      | Facilities BOC                                            |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$31.58      | Facilities BOC                                            |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$13.54      | Facilities BOC                                            |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$45.12      | Facilities BOC                                            |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$86.42      | Facilities BOC/CH and iPad                                |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$28.86      | Facilities BOC/CH and iPad                                |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$45.12      | Facilities City Hall                                      |
| 12/04/2023 | 866761  | AT & T                 | Facilities     | \$90.44      | Facilities Managers                                       |
| 12/04/2023 | 866761  | AT & T                 | Fleet          | \$45.57      | Motor Pool                                                |

| Check Date | Check # | Name   | Fund Name     | Amount     | Item Desc                          |
|------------|---------|--------|---------------|------------|------------------------------------|
| 12/04/2023 | 866761  | AT & T | General       | \$477.14   | Code Enforcement                   |
| 12/04/2023 | 866761  | AT & T | General       | \$45.22    | FINANCE                            |
| 12/04/2023 | 866761  | AT & T | General       | \$45.22    | Human Resources                    |
| 12/04/2023 | 866761  | AT & T | General       | \$50.27    | Legal                              |
| 12/04/2023 | 866761  | AT & T | General       | \$180.88   | Legal Dept -Domestic Violence      |
| 12/04/2023 | 866761  | AT & T | General       | \$243.65   | PRPL - Recreation Division         |
| 12/04/2023 | 866761  | AT & T | General       | \$42.40    | REC Seasonal                       |
| 12/04/2023 | 866761  | AT & T | General       | \$104.52   | Rec Tablets                        |
| 12/04/2023 | 866761  | AT & T | IT Resources  | \$50.27    | IT Department -On call Phone -     |
| 12/04/2023 | 866761  | AT & T | Library       | \$201.88   | Library                            |
| 12/04/2023 | 866761  | AT & T | Library       | \$107.37   | Library Out Reach                  |
| 12/04/2023 | 866761  | AT & T | P.W. Admin    | \$32.61    | PWBLKNP OFFICE                     |
| 12/04/2023 | 866761  | AT & T | P.W. Admin    | \$32.62    | PWBLKNP OFFICE                     |
| 12/04/2023 | 866761  | AT & T | Park Dist 1   | \$516.97   | Parks Dept.                        |
| 12/04/2023 | 866761  | AT & T | Park Dist 1   | \$37.32    | Parks Seasonal                     |
| 12/04/2023 | 866761  | AT & T | Park Dist 1   | \$558.46   | PRPL Parks Tablets                 |
| 12/04/2023 | 866761  | AT & T | Parking       | \$67.61    | Parking Division Meter Maintenance |
| 12/04/2023 | 866761  | AT & T | Parking       | \$316.55   | Parking Phones and scanner         |
| 12/04/2023 | 866761  | AT & T | Parking       | \$226.10   | Parking Phones and scanner         |
| 12/04/2023 | 866761  | AT & T | PD Program    | \$160.56   | CCSIU Toughbook                    |
| 12/04/2023 | 866761  | AT & T | PD Program    | \$45.54    | Domestic Violence                  |
| 12/04/2023 | 866761  | AT & T | Phone System  | \$26.38    | IT Department -On call Phone -     |
| 12/04/2023 | 866761  | AT & T | Phone System  | \$65.67    | IT iPads                           |
| 12/04/2023 | 866761  | AT & T | Phone System  | \$67.82    | TeleComm Manager                   |
| 12/04/2023 | 866761  | AT & T | Planning      | \$67.82    | PLANNING                           |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$272.92   | Animal Control Cell Phones         |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$321.12   | Animal Control -MDT                |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$777.31   | Assistant chiefs new iPads         |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$288.87   | Comm. Center 9-1-1                 |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$40.14    | Detective Chartier -Toughbook      |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$444.13   | FIRE CRADLEPOINT                   |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$1,335.76 | Fire Department Cell Phones        |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$366.32   | FIRE EMS                           |
| 12/04/2023 | 866761  | AT & T | Public Safety | \$135.66   | Fire EMS Cell Phone                |

| Check Date | Check # | Name   | Fund Name      | Amount     | Item Desc                                               |
|------------|---------|--------|----------------|------------|---------------------------------------------------------|
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$198.72   | FIRE INSPECTIONS                                        |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$269.46   | Fire iPads                                              |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$799.46   | Fire Station iPads                                      |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$85.68    | ICAC                                                    |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$810.99   | MDT Fire                                                |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$83.39    | POLICE CRADLEPOINT                                      |
| 12/04/2023 | 866761  | AT & T | Public Safety  | -\$174.16  | POLICE CSO                                              |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$3,944.71 | Police Department Cell Phone                            |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$50.27    | Police -Drone                                           |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$5,001.02 | Police MDT Toughbooks and Loaner MDT's                  |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$240.84   | Police MDT Toughbooks and Loaner MDT's                  |
| 12/04/2023 | 866761  | AT & T | Public Safety  | \$287.20   | Yellowstone County Cellular Charges -Three cradlepoints |
| 12/04/2023 | 866761  | AT & T | Solid Waste    | \$232.00   | SOLID WASTE Cell and iPads                              |
| 12/04/2023 | 866761  | AT & T | Solid Waste    | \$139.36   | SOLID WASTE Cell and iPads                              |
| 12/04/2023 | 866761  | AT & T | Street/Traffic | \$372.55   | School Flashers                                         |
| 12/04/2023 | 866761  | AT & T | Street/Traffic | \$681.32   | Street Traffic iPads                                    |
| 12/04/2023 | 866761  | AT & T | Street/Traffic | \$43.34    | Street Traffic iPads                                    |
| 12/04/2023 | 866761  | AT & T | Transit        | \$50.27    | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$50.27    | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$45.22    | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$8.07     | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$50.27    | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$8.00     | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$42.27    | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$3.50     | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$50.27    | MET Supervisor Cell Phones                              |
| 12/04/2023 | 866761  | AT & T | Transit        | \$389.74   | MET Transit Tablets                                     |
| 12/04/2023 | 866761  | AT & T | Transit        | \$645.35   | MET Transit Tablets                                     |
| 12/04/2023 | 866761  | AT & T | Wastewater     | \$181.87   | PW Environmental                                        |
| 12/04/2023 | 866761  | AT & T | Wastewater     | \$391.86   | PWBELKNAP-DIST COLL CELL PHONES                         |
| 12/04/2023 | 866761  | AT & T | Wastewater     | \$475.40   | PWBLKNP Electricians -Phones                            |
| 12/04/2023 | 866761  | AT & T | Wastewater     | \$27.97    | PWBLKNP STORES                                          |
| 12/04/2023 | 866761  | AT & T | Wastewater     | \$909.04   | PWBLNP Wastewater Treatment Plant and iPads             |
| 12/04/2023 | 866761  | AT & T | Wastewater     | \$104.52   | PWBLNP Wastewater Treatment Plant and iPads             |

| Check Date | Check # | Name                             | Fund Name    | Amount       | Item Desc                                       |
|------------|---------|----------------------------------|--------------|--------------|-------------------------------------------------|
| 12/04/2023 | 866761  | AT & T                           | Wastewater   | \$243.88     | PW-Distribution Collection Tablets              |
| 12/04/2023 | 866761  | AT & T                           | Wastewater   | \$288.12     | PW-Distribution Collection Tablets              |
| 12/04/2023 | 866761  | AT & T                           | Wastewater   | \$56.35      | PW-Environmental                                |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$391.88     | PWBELKNAP-DIST COLL CELL PHONES                 |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$1,048.93   | PWBELKNAP-WT Water Treatment                    |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$472.64     | PWBLKNP COMM-METER CityWorks/Neptune            |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$387.81     | PWBLKNP MTRSHOP CELL PHONE AND IPADS            |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$149.04     | PWBLKNP MTRSHOP CELL PHONE AND IPADS            |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$84.57      | PWBLKNP STORES                                  |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$243.88     | PW-Distribution Collection Tablets              |
| 12/04/2023 | 866761  | AT & T                           | Water        | \$288.12     | PW-Distribution Collection Tablets              |
| 12/04/2023 | 866764  | Big Sky Passenger Rail Authority | General      | \$6,000.00   | Membership F24 Municipal Contribution           |
| 12/04/2023 | ACH     | Burns & McDonnell Engineering    | Water        | \$237,775.07 | WO 19-42 West End Water Treatment Plant Project |
| 12/04/2023 | 866772  | Centimark                        | Wastewater   | \$148,500.00 | WO 22-15 WRF Roof Replacement                   |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$83.72      | Airport                                         |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$69.41      | Airport                                         |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$53.72      | Airport 1FB Line                                |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$45.66      | Airport Alarm                                   |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$0.08       | Airport Alarm                                   |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$53.72      | Airport P9 Building                             |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$51.21      | Airport Terminal Power M                        |
| 12/04/2023 | 866773  | Century Link                     | Airport      | \$38.43      | QTA Phone                                       |
| 12/04/2023 | 866773  | Century Link                     | Engineering  | \$116.82     | Measured Lines Depot                            |
| 12/04/2023 | 866773  | Century Link                     | EOC 911      | \$45.65      | 911                                             |
| 12/04/2023 | 866773  | Century Link                     | EOC 911      | \$45.65      | 911                                             |
| 12/04/2023 | 866773  | Century Link                     | EOC 911      | \$5,278.87   | 9-1-1 Center                                    |
| 12/04/2023 | 866773  | Century Link                     | EOC 911      | \$311.26     | 9-1-1 Center Fox Reservoir #2                   |
| 12/04/2023 | 866773  | Century Link                     | EOC 911      | \$311.26     | 9-1-1 Center Landfill #2                        |
| 12/04/2023 | 866773  | Century Link                     | Fleet        | \$51.72      | Motor Pool                                      |
| 12/04/2023 | 866773  | Century Link                     | General      | -\$23.10     | Cemetery Kenco Line                             |
| 12/04/2023 | 866773  | Century Link                     | General      | \$65.05      | Stewart Park Batting Cages                      |
| 12/04/2023 | 866773  | Century Link                     | IT Resources | \$51.23      | Kenco Security Alarm IT Alarm                   |
| 12/04/2023 | 866773  | Century Link                     | Library      | \$190.58     | Library 6 lines                                 |
| 12/04/2023 | 866773  | Century Link                     | P.W. Admin   | \$116.83     | Measured Lines Depot                            |

| Check Date | Check # | Name         | Fund Name     | Amount     | Item Desc                           |
|------------|---------|--------------|---------------|------------|-------------------------------------|
| 12/04/2023 | 866773  | Century Link | Park Dist 1   | \$69.41    | Parks                               |
| 12/04/2023 | 866773  | Century Link | Park Dist 1   | \$51.21    | Parks 3890 Stillwater               |
| 12/04/2023 | 866773  | Century Link | Parking       | \$51.21    | Park 1 Elevator Phone               |
| 12/04/2023 | 866773  | Century Link | Parking       | \$41.86    | Park 2 Elevator Phone               |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$105.32   | Airport Measured Lines              |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$48.98    | Animal Control Fax                  |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$153.63   | BOC Alarms                          |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$112.80   | BOC Measured Lines                  |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$497.17   | CH                                  |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$53.19    | CPC                                 |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$51.23    | Fire Alarm                          |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$51.21    | Four Dances                         |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$127.06   | Library 6 lines                     |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$2,596.65 | Main System Centrex                 |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$52.66    | MET Fax and Kenco Fax               |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$116.00   | Met Measured Lines                  |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$53.19    | Miller Building                     |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$51.21    | Pioneer Park                        |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$53.19    | PRPL                                |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$126.67   | PRPL -Fax and Senior center fax     |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$164.01   | PUD Measured Lines                  |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$51.21    | South Park                          |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$52.66    | Streets Fax                         |
| 12/04/2023 | 866773  | Century Link | Phone System  | \$157.98   | WWTP Conference Room                |
| 12/04/2023 | 866773  | Century Link | Planning      | \$51.21    | Planning Traffic Central 9th        |
| 12/04/2023 | 866773  | Century Link | Planning      | \$51.21    | Planning Traffic Central Broadwater |
| 12/04/2023 | 866773  | Century Link | Public Safety | \$51.21    | Crime Prevention Alarm              |
| 12/04/2023 | 866773  | Century Link | Public Safety | \$119.32   | Fire                                |
| 12/04/2023 | 866773  | Century Link | Public Safety | \$61.59    | Fire 5 911 Line                     |
| 12/04/2023 | 866773  | Century Link | Public Safety | \$52.66    | Fire Elevator                       |
| 12/04/2023 | 866773  | Century Link | Public Safety | \$41.86    | Fire Maintenance Shop               |
| 12/04/2023 | 866773  | Century Link | Public Safety | \$118.28   | Fire RR Crossing Alarm              |
| 12/04/2023 | 866773  | Century Link | Radio         | \$311.26   | Fire Airport Radio Tower Jellison   |
| 12/04/2023 | 866773  | Century Link | Radio         | \$311.26   | Fire Airport Radio Tower WCK        |

| Check Date | Check # | Name                    | Fund Name        | Amount       | Item Desc                                              |
|------------|---------|-------------------------|------------------|--------------|--------------------------------------------------------|
| 12/04/2023 | 866773  | Century Link            | Solid Waste      | \$97.83      | Solid Waste Landfill                                   |
| 12/04/2023 | 866773  | Century Link            | Solid Waste      | \$194.63     | SW Landfill                                            |
| 12/04/2023 | 866773  | Century Link            | Street/Traffic   | \$43.04      | PW Traffic 3728 McDougall                              |
| 12/04/2023 | 866773  | Century Link            | Street/Traffic   | \$52.66      | PW Traffic Signal 24 Central                           |
| 12/04/2023 | 866773  | Century Link            | Wastewater       | \$51.21      | PUD Sahara Sand Lift Station                           |
| 12/04/2023 | 866773  | Century Link            | Water            | \$39.44      | PUD Alarm Water Tower                                  |
| 12/04/2023 | 866773  | Century Link            | Water            | \$153.63     | Water Department Alarm                                 |
| 12/04/2023 | 866784  | Cummins Inc - Rocky Mtn | Fleet            | \$63.29      | 38-88248                                               |
| 12/04/2023 | 866784  | Cummins Inc - Rocky Mtn | Fleet            | \$30.00      | 38-88248                                               |
| 12/04/2023 | 866784  | Cummins Inc - Rocky Mtn | Solid Waste      | \$354.22     | 38-88442 - SHIPPING                                    |
| 12/04/2023 | 866784  | Cummins Inc - Rocky Mtn | Solid Waste      | \$465.44     | 38-88442 - WEATHERSTRIP                                |
| 12/04/2023 | 866784  | Cummins Inc - Rocky Mtn | Solid Waste      | \$1,685.88   | 38-88442 - WINDSHIELD GLASS                            |
| 12/04/2023 | 866788  | Daniel Properties       | Water            | \$214,544.50 | P799..62nd & Rimrock..Compensation Agree               |
| 12/04/2023 | 866789  | Dell Computer           | General          | \$276.82     | 1- 24" monitor with built in mic and camera            |
| 12/04/2023 | 866789  | Dell Computer           | General          | \$332.26     | 2-24" monitors -New Hire in court                      |
| 12/04/2023 | 866789  | Dell Computer           | General          | \$5,473.69   | docks, monitors, keyboard/mouse -Parks and Rec         |
| 12/04/2023 | 866789  | Dell Computer           | IT Resources     | \$1,557.41   | Dell OptiPlex                                          |
| 12/04/2023 | 866789  | Dell Computer           | Public Safety    | \$2,058.97   | Dell Latitude CRU team                                 |
| 12/04/2023 | 866790  | Dick Anderson           | Water            | \$33,717.00  | WO 19-42 West End Water Treatment Plant Project        |
| 12/04/2023 | 866792  | DOWL                    | Storm Sewer      | \$4,703.75   | WO 20-24 West End Storm System Improvements            |
| 12/04/2023 | 866792  | DOWL                    | Wastewater       | \$13,993.10  | WO 22-01: Water & Sanitary Sewer Main Replacements     |
| 12/04/2023 | 866792  | DOWL                    | Water            | \$4,800.00   | WO 19-42 West End WTP VE Review                        |
| 12/04/2023 | 866792  | DOWL                    | Water            | \$12,118.30  | WO 22-01: Water & Sanitary Sewer Main Replacements     |
| 12/04/2023 | 866792  | DOWL                    | Water            | \$2,218.20   | WO 23-01 2023 Water and Sewer Main Replacement         |
| 12/04/2023 | 866792  | DOWL                    | Water            | \$49,030.80  | WO24-01: 2024 Water Main Replacement                   |
| 12/04/2023 | 866793  | Downtown Billings Assoc | Parking          | \$1,275.33   | July shortage; August shortage;September shortage      |
| 12/04/2023 | 866793  | Downtown Billings Assoc | Parking          | \$1,408.42   | October 2023 1/2 Green Meter Collections               |
| 12/04/2023 | 866795  | Elcon                   | Arterial Streets | \$21,162.40  | Retainage Release Final                                |
| 12/04/2023 | 866801  | Fisher Sand & Gravel    | Street/Traffic   | \$2,334.90   | inv#11875asphalt                                       |
| 12/04/2023 | 866801  | Fisher Sand & Gravel    | Street/Traffic   | \$3,645.54   | inv#11876asphalt                                       |
| 12/04/2023 | 866801  | Fisher Sand & Gravel    | Street/Traffic   | \$2,208.48   | inv#11877asphalt                                       |
| 12/04/2023 | 866803  | Glock Professional      | Public Safety    | \$3,250.00   | training in Billings                                   |
| 12/04/2023 | 866805  | Granite Peak Pump       | Park Dist 1      | \$2,733.49   | multi park pump part-23239                             |
| 12/04/2023 | ACH     | Great West Engineering  | Park Dist 1      | \$1,952.50   | consultant-removing & replacing restroom at North park |

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| 12/04/2023 | ACH     | Great West Engineering  | Solid Waste      | \$906.00     | MISCELLANEOUS ENGINEERING SERVICES LANDFILL         |
| 12/04/2023 | 866808  | Harddrives Construction | Parks Maint      | \$5,456.00   | trail repair at Rehberg Ranch - 3087                |
| 12/04/2023 | ACH     | HDR                     | Wastewater       | \$15,520.65  | WO 20-44 WRF Nutrient Recovery Improvements Project |
| 12/04/2023 | ACH     | HDR                     | Wastewater       | \$2,057.61   | WO 23-22 WRF Digester Boiler                        |
| 12/04/2023 | ACH     | HDR                     | Wastewater       | \$22,698.29  | WO 23-38 Sahara Sands Lift Station                  |
| 12/04/2023 | ACH     | HDR                     | Wastewater       | \$19,221.19  | Yellowstone River Water Quality Study 2023          |
| 12/04/2023 | ACH     | HDR                     | Wastewater       | \$11,594.34  | Yellowstone River Water Quality Study 2023          |
| 12/04/2023 | ACH     | HDR                     | Water            | \$110,589.41 | WO 19-12 West End Reservoir                         |
| 12/04/2023 | ACH     | HDR                     | Water            | \$21,641.99  | WO 23-12 Zone 4 Pump & Waterline Improvements       |
| 12/04/2023 | ACH     | HDR                     | Water            | \$3,028.87   | WO 23-19 High Service Pump Station Piping Mods      |
| 12/04/2023 | ACH     | HDR                     | Water            | \$1,231.56   | WO 24-20 Underground Leaks Assessment               |
| 12/04/2023 | 866813  | Iaff                    | Payroll Clearing | \$5,649.66   | Payroll Summary                                     |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$3.00       | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$60.18      | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$138.78     | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$423.79     | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$87.47      | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$13.56      | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$206.96     | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$116.56     | 78790368                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$0.14       | 78818227                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$19.20      | 78818227                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$0.19       | 78818228                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$34.81      | 78818228                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$1.94       | 78818229                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$161.08     | 78818229                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$13.79      | 78818229                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$17.70      | 78818229                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$11.20      | 78818229                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$0.18       | 78818230                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$22.46      | 78818230                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$18.89      | 78818230                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$0.22       | 78818231                                            |
| 12/04/2023 | 866816  | Ingram                  | Library          | \$17.69      | 78818231                                            |

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|------------|---------|--------|-----------|----------|-----------|
| 12/04/2023 | 866816  | Ingram | Library   | \$5.30   | 78818231  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.25   | 78818232  |
| 12/04/2023 | 866816  | Ingram | Library   | \$23.60  | 78818232  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.08   | 78818233  |
| 12/04/2023 | 866816  | Ingram | Library   | \$10.79  | 78818233  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.02   | 78904735  |
| 12/04/2023 | 866816  | Ingram | Library   | \$33.11  | 78904735  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.01   | 78904736  |
| 12/04/2023 | 866816  | Ingram | Library   | \$9.43   | 78904736  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.19   | 78904737  |
| 12/04/2023 | 866816  | Ingram | Library   | \$175.56 | 78904737  |
| 12/04/2023 | 866816  | Ingram | Library   | \$20.97  | 78904737  |
| 12/04/2023 | 866816  | Ingram | Library   | \$4.19   | 78904737  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.09   | 78904738  |
| 12/04/2023 | 866816  | Ingram | Library   | \$18.87  | 78904738  |
| 12/04/2023 | 866816  | Ingram | Library   | \$70.81  | 78904738  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.19   | 78904739  |
| 12/04/2023 | 866816  | Ingram | Library   | \$42.07  | 78904739  |
| 12/04/2023 | 866816  | Ingram | Library   | \$70.51  | 78904739  |
| 12/04/2023 | 866816  | Ingram | Library   | \$53.41  | 78904739  |
| 12/04/2023 | 866816  | Ingram | Library   | \$33.40  | 78904739  |
| 12/04/2023 | 866816  | Ingram | Library   | \$2.50   | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$24.75  | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$472.94 | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$840.23 | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$97.04  | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$56.78  | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$792.23 | 78904740  |
| 12/04/2023 | 866816  | Ingram | Library   | \$9.59   | 78904741  |
| 12/04/2023 | 866816  | Ingram | Library   | \$1.08   | 78931755  |
| 12/04/2023 | 866816  | Ingram | Library   | \$33.04  | 78931755  |
| 12/04/2023 | 866816  | Ingram | Library   | \$18.88  | 78931755  |
| 12/04/2023 | 866816  | Ingram | Library   | \$0.54   | 78931756  |
| 12/04/2023 | 866816  | Ingram | Library   | \$17.70  | 78931756  |

| Check Date | Check # | Name                         | Fund Name        | Amount      | Item Desc                                                |
|------------|---------|------------------------------|------------------|-------------|----------------------------------------------------------|
| 12/04/2023 | 866816  | Ingram                       | Library          | \$1.21      | 78931757                                                 |
| 12/04/2023 | 866816  | Ingram                       | Library          | \$32.43     | 78931757                                                 |
| 12/04/2023 | 866816  | Ingram                       | Library          | \$18.88     | 78931757                                                 |
| 12/04/2023 | 866816  | Ingram                       | Library          | \$0.17      | 78931758                                                 |
| 12/04/2023 | 866816  | Ingram                       | Library          | \$22.00     | 78931758                                                 |
| 12/04/2023 | 866819  | Integrity Pump               | Water            | \$27,452.94 | Bearing Kit for L2-P2                                    |
| 12/04/2023 | 866821  | J & M Tire                   | Water            | \$19.50     | 42625 - FLAT REPAIR-UNIT #7501                           |
| 12/04/2023 | 866821  | J & M Tire                   | Water            | \$2,507.12  | 42659 - GOODYEAR G282 MSD- unit #7486                    |
| 12/04/2023 | ACH     | Jacobs Engineering           | Gas Tax          | \$912.27    | Asset Management Program Project                         |
| 12/04/2023 | ACH     | Jacobs Engineering           | Light Maint      | \$912.27    | Asset Management Program Project                         |
| 12/04/2023 | ACH     | Jacobs Engineering           | Storm Sewer      | \$2,195.71  | Asset Management Program Project                         |
| 12/04/2023 | ACH     | Jacobs Engineering           | Street/Traffic   | \$3,412.07  | Asset Management Program Project                         |
| 12/04/2023 | ACH     | Jacobs Engineering           | Wastewater       | \$7,463.63  | Asset Management Program Project                         |
| 12/04/2023 | ACH     | Jacobs Engineering           | Water            | \$7,463.62  | Asset Management Program Project                         |
| 12/04/2023 | 866824  | K2 Civil                     | Park Dist 1      | \$25,151.38 | Retainage Release Final                                  |
| 12/04/2023 | 866827  | L N Curtis & Sons            | Public Safety    | \$27,472.00 | GLOBE GPS PANTS                                          |
| 12/04/2023 | 866827  | L N Curtis & Sons            | Public Safety    | \$32,400.00 | GLOBE G-XTREME 3.0 JACKET                                |
| 12/04/2023 | 866832  | Mahoney & Assoc              | General          | \$9,720.00  | FY23 - Cost Allocation Plan Field Work / Draft Documents |
| 12/04/2023 | 866843  | MFPE                         | Payroll Clearing | \$2,788.92  | Payroll Summary                                          |
| 12/04/2023 | 866838  | Montana CSED                 | Payroll Clearing | \$5,117.36  | MT Csed                                                  |
| 12/04/2023 | 866839  | Montana Dakota Utilities CNG | Solid Waste      | \$3,827.37  | 11202023                                                 |
| 12/04/2023 | 866839  | Montana Dakota Utilities CNG | Solid Waste      | \$6.10      | 11202023                                                 |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Facilities       | \$713.23    | 130 733 1000 8                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Facilities       | \$2,705.80  | 757 633 1000 2                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Facilities       | \$4,274.64  | 989 733 1000 0                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Facilities       | \$390.78    | 993 733 1000 4                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | General          | \$63.52     | 061 943 1000 6                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | General          | \$238.33    | 571 295 3342 8                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | General          | \$81.87     | 927 890 1000 3                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Park Dist 1      | \$64.72     | 371 101 1000 6                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Public Safety    | \$335.94    | 442 190 1000 4                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Solid Waste      | \$610.18    | 284 225 1320 1                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Solid Waste      | \$90.05     | 602 680 9335 2                                           |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co  | Solid Waste      | \$1,520.48  | 770 390 1000 2                                           |

| Check Date | Check # | Name                        | Fund Name  | Amount      | Item Desc                                    |
|------------|---------|-----------------------------|------------|-------------|----------------------------------------------|
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Wastewater | \$143.65    | 310 490 1000 7                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Wastewater | \$109.45    | 410 490 1000 6                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Wastewater | \$93.65     | 868 563 1000 7                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$153.68    | 010 490 1000 0                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$36.50     | 110 490 1000 9                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$55.51     | 209 077 5055 6                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$248.15    | 210 490 1000 8                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$430.96    | 310 490 1000 7                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$328.35    | 410 490 1000 6                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$2,115.13  | 500 490 1000 7                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$40.20     | 510 490 1000 5                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$40.80     | 527 033 1000 4                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$83.13     | 566 923 1000 8                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$13.34     | 600 490 1000 6                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$13.35     | 600 490 1000 6                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$72.08     | 610 490 1000 4                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$48.78     | 666 923 1000 7                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$291.70    | 700 490 1000 5                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$80.99     | 800 490 1000 4                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$38.95     | 832 001 1000 1                               |
| 12/04/2023 | 866840  | Montana Dakota Utilities Co | Water      | \$451.06    | 900 490 1000 3                               |
| 12/04/2023 | 866841  | Montana DOJ Cjin            | EOC 911    | \$10,668.77 | JULY 1, 2023 THRU JUNE 30 2024 CJIN SERVICES |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$88.00     | 82065BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$6.25      | 82065BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$516.15    | 82065BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$221.45    | 82266BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$64.35     | 82266BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$16.32     | 82266BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$224.36    | 82267BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$314.68    | 82288BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$462.88    | 82399BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$462.88    | 82399BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$141.64    | 82410BL                                      |
| 12/04/2023 | 866845  | Montana Peterbilt           | Fleet      | \$397.86    | 82420BL                                      |

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| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$334.91    | 82513BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$12.50     | 82549BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$31.21     | 82549BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$117.71    | 82587BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$212.50    | 82588BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$576.41    | 82588BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$159.80    | 82607BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$43.41     | 82657BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$36.48     | 82671BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$39.62     | 82676BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$131.10    | 82807BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$71.34     | 82807BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$156.72    | 82872BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$305.76    | 83943BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$345.72    | 83943BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$59.42     | 83943BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$44.16     | 83943BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$180.36    | 84114BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$36.76     | 84161BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$60.12     | 84161BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$185.52    | 84161BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$427.20    | 84161BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$263.48    | 84161BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | \$399.80    | 84198BL                                     |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | -\$98.77    | CM80727BL                                   |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | -\$6.25     | CM82065BL                                   |
| 12/04/2023 | 866845  | Montana Peterbilt | Fleet       | -\$212.50   | CM82588BL                                   |
| 12/04/2023 | 866845  | Montana Peterbilt | Solid Waste | \$57.12     | 82371BL - NSP REFER TO HADLE                |
| 12/04/2023 | 866845  | Montana Peterbilt | Solid Waste | \$14.00     | 82371BL - SHIPPING                          |
| 12/04/2023 | 866847  | Morrison Maierle  | Airport     | \$22,787.10 | AIP-73 Terminal Expansion                   |
| 12/04/2023 | 866847  | Morrison Maierle  | Airport     | \$2,531.90  | AIP-73 Terminal Expansion                   |
| 12/04/2023 | 866847  | Morrison Maierle  | Airport     | \$2,141.95  | AIP-76 Terminal Expansion                   |
| 12/04/2023 | 866847  | Morrison Maierle  | Airport     | \$372.84    | Airport Terminal Boiler Replacement Project |
| 12/04/2023 | 866847  | Morrison Maierle  | Airport     | \$3,484.37  | Amendment #13 Terminal Expansion Project    |

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| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$4,610.26   | Amendment #13 Terminal Expansion Project               |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$37,068.34  | Amendment #13 Terminal Expansion Project - Federal     |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$49,046.03  | Amendment #13 Terminal Expansion Project - Federal     |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$4,118.70   | Amendment #13 Terminal Expansion Project - Local       |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$5,449.56   | Amendment #13 Terminal Expansion Project - Local       |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$3,241.18   | Amendment 11-On Call Services                          |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$3,411.22   | Amendment 12-Commercial Apron- Federal                 |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$379.02     | Amendment 12-Commercial Apron- Local                   |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$3,956.92   | Amendment 5 Mid-Field Service Road Project - Federal   |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$439.66     | Amendment 5 Mid-Field Service Road Project - Local     |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$5,842.99   | Amendment 6 Commercial Aircraft Ramp - Federal         |
| 12/04/2023 | 866847  | Morrison Maierle          | Airport          | \$649.22     | Amendment 6 Commercial Aircraft Ramp- Local            |
| 12/04/2023 | 866847  | Morrison Maierle          | Transit          | \$69,894.08  | Amendment 10 MET Transit Remodel Project               |
| 12/04/2023 | 866842  | MT Dept Of Labor & Indust | Water            | \$187,028.00 | 2023-BLDG-001139..4374 Hesper Rd Blgs.                 |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$2,299.04   | AIP-77 Terminal Expansion (GMP) - Federal              |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$4,648.22   | AIP-77 Terminal Expansion (GMP) - Federal              |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$216.11     | AIP-77 Terminal Expansion (GMP) - Ineligible Local     |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$436.92     | AIP-77 Terminal Expansion (GMP) - Ineligible Local     |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$255.45     | AIP-77 Terminal Expansion (GMP) - Local                |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$516.47     | AIP-77 Terminal Expansion (GMP) - Local                |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$692.71     | Mid-Field Service Road Project - Federal Share         |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$76.97      | Mid-Field Service Road Project - Local Share           |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Airport          | \$484.96     | Retainage Release                                      |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Arterial Streets | \$213.76     | Retainage Release Final                                |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Gas Tax          | \$0.00       | WO 22-07 Muldowney Lane Improvements                   |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Gas Tax          | \$1,954.65   | WO 22-07 Muldowney Lane Improvements                   |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Park Dist 1      | \$158.00     | business tax on Castle Rock playground installation    |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Park Dist 1      | \$254.06     | Retainage Release Final                                |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | SID Const        | \$1,061.84   | SID 1423..Annafeld Subdivision 4th Filing Streetlights |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Sidewalk Const   | \$64.23      | WO 22-07 Muldowney Lane Improvements                   |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Solid Waste      | \$1,264.42   | WO 22-27 Landfill Gas Compliance Flare Installation    |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | St Maint Dist    | \$122.25     | WO 22-07 Muldowney Lane Improvements                   |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | St Maint Dist    | \$5,366.01   | WO 23-03 Contract # 3, City Digouts                    |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2       | Storm Sewer      | \$4.65       | Retainage Release 2 Final                              |

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| 12/04/2023 | 866851  | MT Dept of Rev-CGR2         | Tax Incrmnt S    | \$2,717.66  | WO 23-26 Sbura Gravel Streets, Phase II               |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2         | Wastewater       | \$1,500.00  | WO 22-15 WRF Roof Replacement                         |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2         | Water            | \$800.35    | Retainage Release 2 FINAL                             |
| 12/04/2023 | 866851  | MT Dept of Rev-CGR2         | Water            | \$0.00      | WO 22-07 Mullowney Lane Improvements                  |
| 12/04/2023 | 866844  | MT Infrastructure Coalition | General          | \$5,000.00  | 2024 Voting Membership                                |
| 12/04/2023 | 866849  | MT Police Protective Assoc  | Payroll Clearing | \$3,859.94  | Payroll Summary                                       |
| 12/04/2023 | 866846  | MT State Fireman's Assoc    | Payroll Clearing | \$8,622.08  | Payroll Summary                                       |
| 12/04/2023 | 866858  | NorthWestern Energy         | Airport          | \$36,088.59 | 0100482-9. Vault Main Account. November 2023          |
| 12/04/2023 | 866858  | NorthWestern Energy         | Airport          | \$623.35    | 0712809-3. Alpine IP11/12. November 2023              |
| 12/04/2023 | 866858  | NorthWestern Energy         | Facilities       | \$7,923.62  | 0100507-3                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Facilities       | \$7,950.32  | 3927205-9                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | General          | \$221.58    | 0712683-2                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Library          | \$7,439.53  | 3039007-4 Library electricity November 2023           |
| 12/04/2023 | 866858  | NorthWestern Energy         | Park Dist 1      | \$111.35    | 0722257-3                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Park Dist 1      | \$6.00      | 0831702-6                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Park Dist 1      | \$8.70      | 4081700-9 nov 2023-electrical charges                 |
| 12/04/2023 | 866858  | NorthWestern Energy         | Parking          | \$649.75    | 0720829-1                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Parking          | \$1,552.00  | 1569636-2                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Parking          | \$371.70    | 3279035-4                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Parking          | \$157.46    | 3463478-2                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Parks Maint      | \$211.76    | 1059093-3                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Public Safety    | \$2,169.48  | 0100476-1 FIRE 1 & 6 ELECTRIC SERVICE, FY2024         |
| 12/04/2023 | 866858  | NorthWestern Energy         | Public Safety    | \$551.60    | 0712537-0                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Public Safety    | \$374.30    | 0720840-8                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Public Safety    | \$311.49    | 1984150-1                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Public Safety    | \$422.79    | 1984155-0                                             |
| 12/04/2023 | 866858  | NorthWestern Energy         | Transit          | \$6.00      | 0712764-0                                             |
| 12/04/2023 | 866860  | Performance Engineering     | Storm Sewer      | \$11,155.00 | Bitterroot Drive and Wicks Lane Drainage Improvements |
| 12/04/2023 | 866861  | Pioneer Technical Services  | Solid Waste      | \$3,751.52  | WO 22-47 Landfill Slope Stability Improvements        |
| 12/04/2023 | ACH     | RDO Equip                   | Solid Waste      | \$2,383.32  | Filter Elements. Units 0263 & 0269. Landfill.         |
| 12/04/2023 | ACH     | RDO Equip                   | Solid Waste      | \$1,532.82  | Hydraulic Oil 55 G. Units 0263 & 0269. Landfill.      |
| 12/04/2023 | ACH     | RDO Equip                   | Water            | \$276.00    | P2222012 - HYDRAULIC FLUID- unit #7435                |
| 12/04/2023 | ACH     | RDO Equip                   | Water            | \$235.02    | P2253112 - HY-GARD- Unit #7450                        |
| 12/04/2023 | 866869  | Rimrock Engineering         | Airport          | \$4,500.00  | Geotechnical Eng Aviation Place Road - Federal Share  |

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| 12/04/2023 | 866869  | Rimrock Engineering    | Airport       | \$500.00     | Geotechnical Eng Aviation Place Road - Local Share           |
| 12/04/2023 | 866869  | Rimrock Engineering    | Airport       | \$7,200.00   | Geotechnical Eng Concrete Cargo Ramp - Federal Share         |
| 12/04/2023 | 866869  | Rimrock Engineering    | Airport       | \$800.00     | Geotechnical Eng Concrete Cargo Ramp - Local Share           |
| 12/04/2023 | 866875  | Sanderson Stewart      | St Maint Dist | \$17,178.00  | WO 24-07 SRTS Projects; Consultant Agreement                 |
| 12/04/2023 | 866875  | Sanderson Stewart      | Tax Incrmnt S | \$31,911.19  | WO 21-42 SBURA Streets improvements, Phase 1                 |
| 12/04/2023 | 866880  | Sierra Container Group | Solid Waste   | \$41,418.00  | Encumbrance per OMNIA Partners Contract #02-58               |
| 12/04/2023 | 866880  | Sierra Container Group | Solid Waste   | \$3,012.00   | Shipping/Freight                                             |
| 12/04/2023 | 866881  | Simply Family Magazine | General       | \$5,742.89   | winter brochure-invoice 2023-10325                           |
| 12/04/2023 | 866883  | Sletten Construction   | Airport       | \$227,605.35 | AIP-77 Terminal Expansion (GMP) - Federal Share              |
| 12/04/2023 | 866883  | Sletten Construction   | Airport       | \$460,173.06 | AIP-77 Terminal Expansion (GMP) - Federal Share              |
| 12/04/2023 | 866883  | Sletten Construction   | Airport       | \$21,394.57  | AIP-77 Terminal Expansion (GMP) - Ineligible Local Share     |
| 12/04/2023 | 866883  | Sletten Construction   | Airport       | \$43,255.60  | AIP-77 Terminal Expansion (GMP) - Ineligible Local Share     |
| 12/04/2023 | 866883  | Sletten Construction   | Airport       | \$25,289.48  | AIP-77 Terminal Expansion (GMP) - Local Share                |
| 12/04/2023 | 866883  | Sletten Construction   | Airport       | \$51,130.34  | AIP-77 Terminal Expansion (GMP) - Local Share                |
| 12/04/2023 | 866888  | Springer Controls      | Water         | \$2,767.25   | replacement temperature controller for R                     |
| 12/04/2023 | 866891  | Steves Install         | Park Dist 1   | \$15,642.00  | Castle Rock playground installation                          |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Fleet         | \$2,464.33   | 441174                                                       |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Fleet         | \$11,488.58  | 441174                                                       |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Fleet         | \$2.72       | 441174                                                       |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Fleet         | \$5,088.11   | 441174                                                       |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Fleet         | \$4,323.45   | 441174                                                       |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Transit       | \$18,183.57  | 439953. Dyed #2 Diesel                                       |
| 12/04/2023 | ACH     | Town & Co Supply Assoc | Transit       | \$5,673.44   | 441503. Unleaded                                             |
| 12/04/2023 | ACH     | Tractor & Equip        | Solid Waste   | \$2,297.04   | Cartridge AS. Filter-CAB A. Units for 0261 & 0262. Landfill. |
| 12/04/2023 | ACH     | Tractor & Equip        | Solid Waste   | \$1,185.96   | Element for unit 201. Landfill.                              |
| 12/04/2023 | ACH     | Tractor & Equip        | Solid Waste   | \$458.04     | Main element. Units 0265 & 0264. Landfill.                   |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$83.75      | 360 Office Solutions Inc - PCard                             |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$229.45     | 360 Office Solutions Inc - PCard                             |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$120.00     | A1 Jds Lock - PCard                                          |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$98.00      | Agi Solutions - PCard                                        |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$110.00     | Air Controls-Billings - PCard                                |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$10.99      | Albertsons #1227 - PCard                                     |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$163.38     | AlSCO Inc. - PCard                                           |
| 12/04/2023 | ACH     | U.S. Bank PCards       | Airport       | \$343.38     | AlSCO Inc. - PCard                                           |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                         |
|------------|---------|------------------|-----------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$143.33   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$76.98    | Amzn Mktp Us*117Fz2S83 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$29.78    | Amzn Mktp Us*3M62K0Vh3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$41.94    | Amzn Mktp Us*453MI0Qc3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$29.95    | Amzn Mktp Us*Ex8Sd3Is3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$122.95   | Amzn Mktp Us*G23Eo58J3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$159.98   | Amzn Mktp Us*II2Jn4lu3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$18.00    | Amzn Mktp Us*Tp7Ys27F1 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$11.78    | Applied Ind Tech 2422 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$378.00   | Ats Inland Nw - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$10.00    | Billings Chamber Of Comme - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$174.29   | Billings Construction Sup - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$68.00    | Billings Overhead Door In - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,788.00 | Billings Overhead Door In - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,317.00 | Billings Overhead Door In - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$103.99   | Dtv*Directv Service - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$218.58   | Ecolab Inc - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$140.08   | Ecolab Inc - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$126.94   | Ecolab Inc - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$145.63   | Ecolab Inc - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$504.42   | Edge Construction Supp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$185.28   | Edge Construction Supp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$180.00   | Energy Laboratories Inc - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$9.99     | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$37.09    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$50.00    | Exxon Queen City Station - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$284.08   | Ferguson Ent #1342 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$163.41   | Ferguson Ent #1342 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$49.50    | Fsp*Generator Starter Sho - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$2,234.12 | Genesis Lamp Corp - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$2,363.88 | Gih*Globalindustrialeq - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$2,943.00 | Global Access Supply Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$210.18   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$179.57   | Grainger - PCard                  |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                         |
|------------|---------|------------------|-----------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$180.69   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$402.60   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$52.44    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$113.84   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$696.81   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$177.68   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$910.56   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$899.99   | Harbor Freight Tools 207 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$426.97   | Hose And Rubber Supply Bi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$47.78    | Hose And Rubber Supply Bi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$50.00    | In *Cotter'S Sewer, Inc. - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,535.00 | In *Mjr Industries Inc. - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,535.00 | In *Mjr Industries Inc. - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$91.26    | Insight Public Sector - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,999.09 | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,921.87 | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$139.49   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$279.31   | Mb Companies - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$278.77   | Mb Companies - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$49.97    | Mfcp Billings - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$112.46   | Mor Electric Heating Asso - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$24.72    | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,226.01 | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$77.21    | Norco Inc - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$156.24   | Norco Inc - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$128.94   | North Coast Electric - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$60.00    | Northwest Pipe Fittings - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$243.46   | Npc*New Pig Corp - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$2,535.68 | Nwestco - 003 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$1,127.69 | Nwestco - 003 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$12.98    | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$118.87   | O'Reilly 1551 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$83.00    | Overhead Door-S Mont - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport   | \$576.00   | Pierce Flooring Design Bi - PCard |

| Check Date | Check # | Name             | Fund Name          | Amount     | Item Desc                         |
|------------|---------|------------------|--------------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$36.00    | Pzg**Mt Dli Ebiz - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$432.50   | Pzg**Mt Historical Soc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$110.50   | Rdoce Bil 020112 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$1,497.63 | Redds Prints & Signs Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$63.00    | Redds Prints & Signs Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$63.00    | Redds Prints & Signs Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$20.98    | Shipton'S Big R Service - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$96.00    | Sq *Bouquets And More - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$4,435.00 | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$3,280.00 | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$1,166.44 | State Chemic*State Che - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$429.60   | Supplyhouse.Com - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$418.30   | The Gallery Collection - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$2,259.00 | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$29.98    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$40.68    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$40.01    | The Ups Store 4741 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$177.00   | Torgersons Billings 002 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$567.68   | Tractor & Equipment - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$1,500.00 | Transportation Security C - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | -\$52.13   | Uniforms2Gear Inc - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$25.00    | Usps Po 2907800103 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$2.29     | Walgreens #11503 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$500.00   | Western Flag And Banner - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$318.28   | Wingate Helena - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$191.42   | Www.Plumbersstock.Com - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$570.00   | Yellowstone Electric Comp - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$500.00   | Yellowstone Electric Comp - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Airport            | \$16.59    | Zoom.Us 888-799-9666 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Ballpark Donations | \$67.70    | Sq *Midwest Everlasting M - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building           | \$199.58   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building           | \$7.34     | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building           | \$74.71    | Amzn Mktp Us*Dj1Zj5Ye3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building           | \$36.68    | Amzn Mktp Us*Hx4Vs80H3 - PCard    |

| Check Date | Check # | Name             | Fund Name        | Amount     | Item Desc                         |
|------------|---------|------------------|------------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$150.69   | lapmo - PCard                     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$825.30   | Int'L Code Council Inc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$37.45    | Kelley Connect - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$53.19    | Pita Pit - 14-025-Mt E - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$7.61     | Sams Club#4805 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$36.75    | Samsclub.Com - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$14.53    | Samsclub.Com - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$6.45     | Uber Eats - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Building         | \$32.27    | Uber Eats - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$89.51    | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$74.74    | Amazon.Com*ON4Zs7Fw3 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$14.99    | Amazon.Com*608Ik3E33 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$17.99    | Amzn Mktp Us*Eq0lj7V53 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$30.75    | Amzn Mktp Us*Gg5Pd30A3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$25.79    | Amzn Mktp Us*O95Tn16Y3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$12.95    | Canva* I03952-43974494 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$7.06     | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$1,755.32 | Cncs - PCard                      |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$1,755.32 | Cncs - PCard                      |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$120.00   | Eb Community Building - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$5.18     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$13.50    | Lil' Market Groceri - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$500.00   | Paypal *Shannonstob - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$47.09    | Rockets Gourmet Wraps And - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | CDBG             | \$74.00    | Tst* Spitz Restaurant Gro - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Central Services | \$734.24   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$158.59   | Correctional Counselin - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$125.20   | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$41.21    | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$13.00    | Dollar Tree - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$22.50    | Dollar Tree - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$60.00    | Exxon Billings 11 #1053 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$143.00   | Juli Pierce Law Pllc - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants     | \$65.96    | Krispy Kreme #0582 Olo - PCard    |

| Check Date | Check # | Name             | Fund Name    | Amount     | Item Desc                         |
|------------|---------|------------------|--------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants | \$201.75   | Wal-Mart #2923 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants | \$63.00    | Wal-Mart #2923 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants | \$29.88    | Wm Supercenter #2923 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Court Grants | \$16.59    | Zoom.Us 888-799-9666 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$54.50    | 4Te*Alarm Services - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$68.80    | 4Te*Alarm Services - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$142.72   | Amazon.Com*Er6288243 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$30.46    | Amzn Mktp Us*E34U43Ac3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$39.13    | Amzn Mktp Us*W65O88Ia3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$71.94    | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Engineering  | \$21.96    | Wm Supercenter #2923 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$34.93    | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$75.00    | 4Te*Alarm Services - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$12.50    | 4Te*Alarm Services - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$173.26   | Ace Electric - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$389.10   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$288.90   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$56.24    | Amzn Mktp Us*Y021Y70Y3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$4.99     | Amzn Mktp Us*Zc0Hn71I3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$1.38     | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$20.00    | Billings Overhead Door In - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$337.86   | Ecolab Inc - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$192.77   | Ecolab Inc - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$550.00   | Educate Llp - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$40.97    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$43.07    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$38.01    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$127.88   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$157.83   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$230.16   | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$1,095.04 | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$376.12   | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$4.59     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities   | \$12.33    | Kings Ace Hdwe - PCard            |

| Check Date | Check # | Name             | Fund Name   | Amount     | Item Desc                         |
|------------|---------|------------------|-------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$7.99     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$2.59     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$5.83     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$9.98     | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$1,000.00 | Reliable Automation Syste - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$49.00    | Spinfresh Laundry - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$61.25    | Spinfresh Laundry - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$64.75    | Spinfresh Laundry - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$29.75    | Spinfresh Laundry - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$21.00    | Spinfresh Laundry - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$24.50    | Spinfresh Laundry - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$1,285.00 | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$140.00   | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$2,115.30 | State Chemic*State Che - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$25.05    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$67.79    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$132.64   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$27.08    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$135.04   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$99.97    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$76.38    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$39.94    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$131.44   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$149.90   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$18.37    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$25.23    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$22.35    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$65.00    | West End Lock And Securit - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Facilities  | \$20.00    | West End Lock And Securit - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Fire Grants | \$267.52   | Residence Inn - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Fire Grants | \$267.52   | Residence Inn - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Fire Grants | \$267.52   | Residence Inn - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Fire Grants | \$267.52   | Residence Inn - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Fleet       | \$59.99    | Amzn Mktp Us*4P4Sp0A63 - PCard    |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                        |
|------------|---------|------------------|-----------|------------|----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Fleet     | -\$145.77  | Golden Nugget Hotel Lv - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$9.50     | 00809 - Apcoa Billings - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$346.72   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$323.57   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$45.00    | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$45.00    | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$34.47    | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$124.80   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$90.70    | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$111.60   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$104.98   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$14.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$60.63    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$12.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.99    | Adobe Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$101.79   | Albertsons #0038 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.10    | Albertsons #0038 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$33.16    | Albertsons #0038 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$23.45    | Albertsons #0047 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$7.33     | Alsco Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$1,519.00 | Amazon.Com*Er5Lm48B3 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$45.99    | Amazon.Com*Fk3Ry9Yr3 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$146.98   | Amazon.Com*Tp38R2Rr1 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$101.89   | Amazon.Com*Vq9Fn8Lw3 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$75.00    | American Assoc Of Code - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$4.99     | Ampd Strong - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$14.99    | Ampd Strong - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | -\$74.47   | Amzn Mktp Us - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$66.28    | Amzn Mktp Us*4P86L0Uf3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$10.45    | Amzn Mktp Us*5N3O537K3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$10.46    | Amzn Mktp Us*5N3O537K3 - PCard   |

| Check Date | Check # | Name             | Fund Name | Amount   | Item Desc                         |
|------------|---------|------------------|-----------|----------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$29.99  | Amzn Mktp Us*5N3O537K3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$80.99  | Amzn Mktp Us*7P1lg8H83 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$46.69  | Amzn Mktp Us*7Z0352Je3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$222.89 | Amzn Mktp Us*9X1431Zw3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$3.03   | Amzn Mktp Us*Cg49E4303 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$119.79 | Amzn Mktp Us*E06Oi9Fw3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$74.47  | Amzn Mktp Us*Es3Am0283 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$60.97  | Amzn Mktp Us*Ev8Mh27C3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$55.90  | Amzn Mktp Us*Ex6Rx9Yn3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$22.87  | Amzn Mktp Us*Fs7Kt8P63 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$19.00  | Amzn Mktp Us*G199G3Gw3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$189.05 | Amzn Mktp Us*G92Sk94M3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$99.65  | Amzn Mktp Us*Gc6Cx45F3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$219.99 | Amzn Mktp Us*Lu3Yk29C3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$51.99  | Amzn Mktp Us*M15768Vb3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$231.09 | Amzn Mktp Us*Nh80522A3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$59.76  | Amzn Mktp Us*Nk00T6Hf3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$141.32 | Amzn Mktp Us*Sh6Vw5Qd3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$25.78  | Amzn Mktp Us*Td4Gv3C71 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$89.94  | Amzn Mktp Us*Xo5Fr55S3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$28.84  | Amzn Mktp Us*Xq9B67J73 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$13.32  | Audible*Ry62S50Q3 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$19.80  | Batteries+Bulbs #0253 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$482.40 | Big Springs - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$22.68  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$74.04  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$2.93   | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$101.02 | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$226.00 | Billings Construction Sup - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$31.95  | Billings Construction Sup - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | -\$31.95 | Billings Construction Sup - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$31.90  | Billings Construction Sup - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$342.00 | Billings Ink And Toner, I - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$30.70  | Bin 119 - PCard                   |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                         |
|------------|---------|------------------|-----------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$53.00    | Bin 119 - PCard                   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$139.20   | Border States Industries - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$247.16   | Brooks Market - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$141.15   | Buddy Punch - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$17.53    | Cafe Rio 0052 SI Airport - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$119.99   | Canva* I03947-48719982 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$64.99    | Carhartt - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$58.82    | Carquest 3104 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$25.10    | Cenex Zip Trip09910795 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$31.47    | Cenex Zip Trip09910803 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$65.00    | Costco Gas #1644 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$239.96   | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$906.40   | Delta Air 0062183912547 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$11.25    | Dollar Tree - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$69.53    | Domino'S 7003 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$108.59   | Domino'S 7003 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$783.03   | Doubletree Atlanta - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$36.60    | Exxon Good To Go Stores # - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$31.00    | Facebk 5J5Xjvtsd2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$31.00    | Facebk Ec5Hdx7Td2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$11.10    | Facebk Nsbu2Ufsd2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$31.00    | Facebk Qfkjtfdsd2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$540.75   | Fsp*State Bar Of Montana - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$2,407.00 | Graphic Imprints - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$450.00   | Hanser Wrecker Company - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$276.30   | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$4.99     | Hobby-Lobby #251 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$98.00    | Imla - PCard                      |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$91.26    | Insight Public Sector - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$222.81   | Insight Public Sector - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$134.58   | Insight Public Sector - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$206.43   | Insight Public Sector - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$68.81    | Insight Public Sector - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$75.95    | Jimmy Johns - 1646 - E - PCard    |

| Check Date | Check # | Name             | Fund Name | Amount   | Item Desc                         |
|------------|---------|------------------|-----------|----------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$169.00 | Juli Pierce Law PLLc - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$37.44  | Kelley Connect - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$42.35  | Kelley Connect - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$35.98  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$53.97  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$666.39 | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$35.28  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$22.49  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$22.48  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$36.81  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$3.99   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$69.98  | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$179.80 | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$595.00 | Medallion Vault & Casket - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$25.90  | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$65.00  | Montana Brewing Company - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$800.00 | National League Of - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$257.61 | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$48.87  | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$233.77 | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$59.75  | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$28.45  | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$36.46  | O'Reilly 1551 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$150.00 | Paypal *Goscma Goscma - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$150.00 | Paypal *Goscma Goscma - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$14.97  | Peking Tokyo Asian Bistr - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$12.38  | Peking Tokyo Asian Bistr - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$168.00 | Pepsicola Bottling Compan - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$30.85  | Pilot_00918 - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$2.43   | Rapid City Parking Cell - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$10.97  | Rapid City Parking Cell - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$5.00   | Rapid City Parking Cell - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$2.99   | Remarkable - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$2.99   | Remarkable - PCard                |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                        |
|------------|---------|------------------|-----------|------------|----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$360.47   | Residence Inn By Marri - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$61.20    | Rev.Com - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$66.40    | Sams Club #4805 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$110.00   | Sams Club Renewal - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$7.62     | Sams Club#4805 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$14.98    | Sams Club#4805 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$36.85    | Samsclub.Com - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$14.57    | Samsclub.Com - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$25.99    | Scheels Billings - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$66.27    | Shamrock Fsw590 Billings - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$129.98   | Shipton'S Big R West - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$525.00   | Signsetc - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$12.54    | Slc Jamba Juice Slc - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$30.00    | Snappyduds - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$15.00    | Snappyduds - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$79.99    | Spectrum - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$10.99    | Spotify - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | -\$494.35  | Staybridge Sts Grt Falls - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$54.87    | Target 00013334 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$50.00    | Textmagic.Com - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$250.00   | The Calvert Hotel - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$1,631.84 | The Calvert Hotel - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$50.00    | The Calvert Hotel - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$1,916.25 | Thomson West*Tcd - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$79.00    | Trta-Research&Cpe - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$359.00   | Trta-Research&Cpe - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$1,755.00 | Tst* Tiny'S Tavern - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$1,425.80 | Uline *Ship Supplies - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$740.00   | Ultra Graphics, Llc - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$9.65     | Usps Po 2907800103 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$5.01     | Usps Po 2907800103 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$149.70   | Village Rentals Inc - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$21.52    | Wal-Mart #2923 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | General   | \$12.50    | Western Office Equipment - PCard |

| Check Date | Check # | Name             | Fund Name    | Amount     | Item Desc                        |
|------------|---------|------------------|--------------|------------|----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$87.50    | Wheniwork.Com - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$9.00     | Wm Supercenter #1956 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$14.32    | Wm Supercenter #2923 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$49.00    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$16.59    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$16.59    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$58.09    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$155.52   | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$17.49    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$47.97    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$16.59    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$72.39    | Zumba Fitness - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | General      | \$35.00    | Zumbini - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$13.99    | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$34.50    | 4Te*Alarm Services - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$299.00   | Active Directory Pro - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$39.99    | Amazon.Com*Co5P474P3 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$91.98    | Amazon.Com*Fk3Ry9Yr3 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$24.30    | Amzn Mktp Us*060Wr0Ht3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$152.87   | Amzn Mktp Us*Td1Js2Fh1 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$1,850.00 | Cdw Govt #Nb70477 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$19.99    | Ebay O*10-10721-50557 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$25.49    | Ebay O*10-10721-50558 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$21.00    | Ebay O*10-10721-50559 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$35.68    | Ebay O*10-10721-50560 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$19.48    | Ebay O*14-10723-27688 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$14.10    | Ebay O*14-10723-27689 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$50.00    | Gisjobscom - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$91.26    | Insight Public Sector - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$25.00    | Paypal *Gisjobsclea - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$149.00   | Sp Gurusquad- Gs Richc - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | IT Resources | \$1,605.00 | Vue*Comptia Mrketplce - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library      | \$109.55   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library      | \$859.46   | 4Te*Alarm Services - PCard       |

| Check Date | Check # | Name             | Fund Name | Amount   | Item Desc                      |
|------------|---------|------------------|-----------|----------|--------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$87.50  | 4Te*Alarm Services - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$51.53  | Albertsons #0047 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$44.43  | Albertsons #0047 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$102.65 | Alsco Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$138.36 | Amazon.Com*1G4Kx4Ie3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$19.99  | Amazon.Com*1Y8S49Qn3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$11.99  | Amazon.Com*4Q3Pe5S63 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$5.99   | Amazon.Com*A92Gd36X3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$19.66  | Amazon.Com*Gx54926F3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$36.89  | Amazon.Com*Hf0C56X43 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$16.95  | Amazon.Com*Hj6Hj70N3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$14.58  | Amazon.Com*Jx98B9Gx3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$31.96  | Amazon.Com*Mf0698Cz3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$8.99   | Amazon.Com*Of6Wm7Ch3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$15.00  | Amazon.Com*Td1K59Fc1 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$12.47  | Amazon.Com*X14Df4Cu3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$5.99   | Amazon.Com*Yc07R9J33 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$16.99  | Amazon.Com*Zc62D15W3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$83.96  | Amzn Mktp Us*053Y93003 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$38.98  | Amzn Mktp Us*0D8E11113 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$89.55  | Amzn Mktp Us*1G28B36B3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$34.93  | Amzn Mktp Us*3U1Oz8Li3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$35.92  | Amzn Mktp Us*5N13T7Ao3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$13.94  | Amzn Mktp Us*648Qp4303 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$15.34  | Amzn Mktp Us*6C9P18K03 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$80.13  | Amzn Mktp Us*806Oi6Tn3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$13.93  | Amzn Mktp Us*L85Fn6Sz3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$5.09   | Amzn Mktp Us*Lr13I52O3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$6.84   | Amzn Mktp Us*Mf3Ef5Oj3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$24.49  | Amzn Mktp Us*Mn0OI32I3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$13.73  | Amzn Mktp Us*Mx4953Bn3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$69.99  | Amzn Mktp Us*Pu2099Mb3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$17.77  | Amzn Mktp Us*T78Wr1O40 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$29.68  | Amzn Mktp Us*Tc8C71Ob1 - PCard |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                         |
|------------|---------|------------------|-----------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$75.13    | Amzn Mktp Us*Tp9G17U71 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$18.14    | Amzn Mktp Us*Ve7Xm5Ud3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$34.97    | Amzn Mktp Us*W05Ts4Ep3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$6.17     | Amzn Mktp Us*Zx3Xe82E3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$75.00    | Art House Cinema And Pub - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$33.48    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$16.58    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$28.77    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$47.99    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$44.98    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$13.95    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$23.48    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$69.14    | Billings Hardware & Servi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$26.99    | Dashlane* Dashlane Pre - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$13.75    | Dollar Tree - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$13.95    | Easterseals - Goodwill - - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$48.01    | Exxon Billings 8 #1050 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$50.00    | Facebk 8Sv9Lvkqq2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$1.31     | Facebk Q3Qxmvxqq2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$6.22     | Facebk Tm98Vvbrq2 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$89.98    | Fsp*Masterlube 2-Downtown - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$534.98   | Gamestop - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$34.00    | Gan*Usatodaycirc - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$194.44   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$12.61    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$2.68     | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$75.84    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$48.60    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$39.40    | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$49.94    | Harbor Freight Tools 207 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$1,440.00 | In *Book Page - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$1,176.35 | Janway Company - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$161.45   | Jimmy Johns - 1646 - M - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library   | \$452.93   | Kb Commercial Products - PCard    |

| Check Date | Check # | Name             | Fund Name  | Amount     | Item Desc                         |
|------------|---------|------------------|------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$92.44    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$19.96    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$25.96    | Laurel Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$63.75    | Laurel Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$10.99    | Microsoft*Console 1 Month - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$1,162.88 | Nationalaud - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$209.99   | Nor*Northern Tool - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$20.00    | Ntl Cntr For Safety - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$60.67    | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$28.56    | Otc Brands Inc - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$1,320.67 | Py *Ace Storage Team Llc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$35.76    | Samsclub.Com - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$48.00    | Screencast-O-Matic - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$1,070.40 | Scrubber Ci - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$52.00    | Sq *Yellowstone County Ne - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$149.18   | Supplyhouse.Com - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$1,067.96 | Supplyhouse.Com - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$38.99    | Target 00013334 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$2.24     | The Daily Interlake - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$154.47   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$85.66    | The Home Depot 3101 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$83.82    | The Home Depot 3101 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$35.90    | Tst* City Brew Coffee - C - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$509.16   | Uline *Ship Supplies - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$166.73   | Uline *Ship Supplies - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$180.81   | Uline *Ship Supplies - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$49.25    | University Products In - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$1,316.05 | Vernon Library Supplies - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$25.15    | Wal-Mart #2923 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$69.85    | Walmart.Com - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$200.00   | Www.Mcls.Org - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Library    | \$680.00   | Zeecreativeinc - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin | \$676.76   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin | \$350.79   | 360 Office Solutions Inc - PCard  |

| Check Date | Check # | Name             | Fund Name   | Amount     | Item Desc                         |
|------------|---------|------------------|-------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$289.14   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$690.00   | Accounting Professional E - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$21.94    | Adobe Inc - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$54.99    | Amazon.Com*9Q5Sn07C3 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$28.89    | Amzn Mktp Us*LI8Nc6913 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$89.98    | Amzn Mktp Us*T78Lx1F51 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$344.70   | Best Western Plus Cloc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$26.99    | Billingsgazettethriftync - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$99.99    | Bnp Media Sub-Enr Ar News - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$38.98    | Facebk M8Rfjtfw42 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$27.08    | Fort Lewis Trading Post - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$150.00   | Government Finance Offic - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$240.00   | Otter.Ai - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | P.W. Admin  | \$16.59    | Zoom.Us 888-799-9666 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$562.79   | (Pc) 0725 Ced - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$10.45    | Amzn Mktp Us*5N3O537K3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$244.99   | Amzn Mktp Us*Zs2Ei13S3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$49.98    | Basecamp Billings - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$32.78    | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$44.20    | Border States Industries - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$126.97   | Cab Store Billings, Mt - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$295.72   | City Of Billings Buildin - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$1,311.80 | City Of Billings Buildin - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$29.99    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$7.10     | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$9.18     | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$19.99    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$152.10   | Fastenal Company 01Mtbll - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$171.97   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$67.59    | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$32.50    | Heights Ace Hdwe - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$16.99    | Heights Ace Hdwe - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$40.99    | Heights Ace Hdwe - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$23.74    | Heights Ace Hdwe - PCard          |

| Check Date | Check # | Name             | Fund Name   | Amount     | Item Desc                         |
|------------|---------|------------------|-------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$19.99    | Heights Ace Hdwe - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$9.50     | Hose And Rubber Supply Bi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$31.66    | Jares Fence Company Inc - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$532.04   | Jares Fence Company Inc - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$50.63    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$50.96    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$27.98    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$71.97    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$78.95    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$24.99    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$49.98    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$10.98    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$12.99    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$8.99     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$440.36   | Lithia Cjd Of Billings - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$41.44    | Lowes #00319* - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$57.86    | Lowes #00319* - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$71.92    | Lowes #00319* - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$299.00   | Lowes #00319* - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$150.00   | Ls Bighorn Boots And - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$785.68   | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$81.32    | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$577.13   | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$32.57    | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$277.98   | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$493.80   | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$94.47    | Midland Implement Co - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | -\$113.75  | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$113.75   | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$113.75   | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$5.29     | Napa Store 3547007 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$2,928.60 | Nc The Cat Rental Stor - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$548.43   | Nc The Cat Rental Stor - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Park Dist 1 | \$650.58   | Norco Inc - PCard                 |



| Check Date | Check # | Name             | Fund Name    | Amount     | Item Desc                         |
|------------|---------|------------------|--------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$10.00    | City Of Billings Parking - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$10.00    | City Of Billings Parking - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$2,189.88 | Econo Print - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$206.82   | Fedex71633969 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$45.06    | Fedex786328414746 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$35.68    | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$35.69    | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$35.68    | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$9.99     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$45.99    | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$372.47   | Schnitzer Steel Billings - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$406.90   | Shipton'S Big R East - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$22.50    | Spic And Span - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$22.50    | Spic And Span - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$22.50    | Spic And Span - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$140.00   | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$400.00   | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$70.00    | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$110.00   | Sq *Skyline Services, Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$112.00   | Zeecreativeinc - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$534.00   | Zeecreativeinc - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parking      | \$548.00   | Zeecreativeinc - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parks Maint  | \$42.25    | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parks Maint  | \$20.24    | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parks Maint  | \$237.40   | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parks Maint  | \$19.56    | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Parks Maint  | \$193.34   | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | PD Program   | \$9.99     | Amzn Mktp Us*359Iz6Vq3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Phone System | \$34.10    | Graybar Electric - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning     | \$7.34     | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning     | \$66.00    | American Water Technol - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning     | \$17.22    | Amzn Mktp Us*3L0Ek6P93 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning     | \$55.96    | Amzn Mktp Us*G51Gs1F83 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning     | \$17.49    | Costco Whse #1644 - PCard         |

| Check Date | Check # | Name             | Fund Name     | Amount     | Item Desc                        |
|------------|---------|------------------|---------------|------------|----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$175.84   | Dickeys.Com* Sn: 619 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$22.56    | Etsy.Com - Multiple Shop - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$131.98   | Fastenal Company 01Mtbll - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$26.83    | Fedex Offic16000016089 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$111.49   | Jimmy Johns - 1646 - E - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$207.24   | Jimmy Johns - 1646 - E - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$71.02    | Kelley Connect - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$37.44    | Kelley Connect - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$7.61     | Sams Club#4805 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$36.75    | Samsclub.Com - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$14.53    | Samsclub.Com - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$78.00    | Sq *The Sourdough Bagel - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$468.00   | Surveymonk* T 44956847 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$135.45   | Www.Amazon* 111-717454 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$16.59    | Zoom.Us 888-799-9666 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Planning      | \$49.55    | Zoro Tools Inc - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$893.45   | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,313.26 | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$1,249.81 | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$59.99    | 360 Office Solutions Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$538.65   | 4Te*Alarm Services - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$53.00    | Action Targets - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$106.74   | Action Targets - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$867.67   | Airbnb Hmwwpaesq - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$680.32   | Airbnb Hmwwpaesq - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$34.99    | Albertsons #0038 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$17.98    | Albertsons #1227 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$17.98    | Albertsons #1227 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$42.37    | Albertsons #1227 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$7.99     | Albertsons #4025 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$19.12    | AlSCO Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$14.05    | AlSCO Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.30    | AlSCO Inc. - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$26.32    | AlSCO Inc. - PCard               |

| Check Date | Check # | Name             | Fund Name     | Amount     | Item Desc                      |
|------------|---------|------------------|---------------|------------|--------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.05    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.37    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.30    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$15.27    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.55    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.05    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$27.57    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.05    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.05    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.05    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.80    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.55    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.05    | AlSCO Inc. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$139.00   | Amazon Prime*Ib0Yx3Y33 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$89.98    | Amazon.Com*Be5Dx3P13 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$569.85   | Amazon.Com*Mv0029Ie3 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$149.94   | Amazon.Com*Tc8391M00 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,259.95 | Amc 88050 Group Sales - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$39.00    | American Water Technol - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$279.99   | Amzn Mktp Us*0240Y78I3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$298.84   | Amzn Mktp Us*098Js0If3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$200.98   | Amzn Mktp Us*0B2Lo5Ts3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$112.26   | Amzn Mktp Us*158Gg4Ag3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$239.22   | Amzn Mktp Us*434M68Sh3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$19.79    | Amzn Mktp Us*6V6Ct6Ty3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$61.88    | Amzn Mktp Us*Aj4Eq0E73 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$142.75   | Amzn Mktp Us*Cr2Rj98O3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$82.51    | Amzn Mktp Us*F04R912B3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$179.96   | Amzn Mktp Us*F17Sz0Mj3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$50.96    | Amzn Mktp Us*F23RI9Xe3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.01    | Amzn Mktp Us*Gi6La6Jo3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$36.66    | Amzn Mktp Us*Iu1We8Vh3 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$49.96    | Amzn Mktp Us*Mz5Vo3383 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$76.20    | Amzn Mktp Us*Px81216O3 - PCard |

| Check Date | Check # | Name             | Fund Name     | Amount     | Item Desc                         |
|------------|---------|------------------|---------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$36.99    | Amzn Mktp Us*Q305Y6103 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$14.96    | Amzn Mktp Us*R655X5Dh3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$56.86    | Amzn Mktp Us*Rs8Ay7V23 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$46.35    | Amzn Mktp Us*So8Lq3J43 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$37.87    | Amzn Mktp Us*Td1Js2Fh1 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$109.98   | Amzn Mktp Us*Td7Kc9Fr1 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$11.98    | Amzn Mktp Us*Td8Qi1Y42 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$72.98    | Amzn Mktp Us*Vn05F6G83 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$488.00   | Apco International Inc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$1,009.13 | B&H Photo 800-606-6969 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$819.68   | B&H Photo 800-606-6969 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$924.65   | B&H Photo 800-606-6969 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$239.80   | B&H Photo 800-606-6969 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$3,295.10 | B&H Photo 800-606-6969 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$316.61   | B&H Photo 800-606-6969 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$37.92    | Bargreen Ellingson 11 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$299.99   | Bestbuycom806810893718 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$920.00   | Big Sky Communications 1 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$186.00   | Billings Ink And Toner, I - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$29.99    | Billingsgazettethriftynck - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$14.00    | Broadwater Car + Rv Wash - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$5.00     | Carquest 3103 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$6,450.00 | Cellebrite Inc. - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$198.18   | Chalet Market - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$148.24   | Chalet Market - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$85.30    | Chalet Market - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$584.52   | Charleston Airport Emb - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$69.90    | Classic Firearms & Parts - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$40.90    | Classic Firearms & Parts - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$399.96   | Costco Whse #0069 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$86.94    | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$15.99    | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$67.86    | Costco Whse #1644 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$481.04   | Dash Medical Gloves - PCard       |

| Check Date | Check # | Name             | Fund Name     | Amount     | Item Desc                         |
|------------|---------|------------------|---------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$30.00    | Delta Air Baggage Fee - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$46.85    | E 470 Express Tolls - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$990.00   | Endeavor Business Media - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$60.00    | Evident Inc - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$18.00    | Evident Inc - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$25.00    | Exxon Bozeman 6 #1089 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$302.68   | Fairmont Hot Springs Reso - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,258.00 | Flir Commercial System - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$50.00    | Godfathers 8. - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$587.80   | Hampton Inn Billings - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$133.76   | Hampton Inns - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,250.00 | Hanser Wrecker Company - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$300.00   | Hansers Wrecker Columbus - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$82.00    | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$242.02   | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$58.62    | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$202.29   | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$144.45   | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$742.02   | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$378.79   | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$53.10    | Holiday Stations 0280 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$81.99    | Hulu 877-8244858 Ca - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,720.30 | Hurricane Butterfly Law - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$123.00   | Iaai - PCard                      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$200.00   | Icma Online - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$1,695.00 | Icma Online - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$35.00    | Ihg Points And Cash - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$267.00   | In *Arrowhead Scientific - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$450.00   | In *Dirty Bandana Working - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,189.00 | In *Firefighter Inspirati - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$1,490.00 | In *Montana Statefire Chi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$80.00    | International Associat - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$758.00   | Int'L Code Council Inc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$107.13   | Iron Mountain - PCard             |

| Check Date | Check # | Name             | Fund Name     | Amount     | Item Desc                         |
|------------|---------|------------------|---------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$335.64   | Iron Mountain - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$177.60   | Jimmy Johns - 1646 - E - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$124.20   | Jimmy Johns - 1646 - E - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$296.00   | Jimmy Johns - 1646 - M - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$32.25    | Jimmy Johns - 1646 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$35.75    | Jimmy Johns - 1646 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$170.20   | Jimmy Johns - 2080 - E - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$236.01   | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$46.86    | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$57.94    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$16.99    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$33.98    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$180.40   | Life Assist Inc - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$16.45    | Life Assist Inc - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$709.88   | Life Assist Inc - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,907.51 | Life Assist Inc - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$677.10   | Midwayusa Com - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$40.00    | Montana Secretary State - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$500.00   | National Association Of S - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$175.00   | Nfpa Natl Fire Protect - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$114.99   | Nfpa Natl Fire Protect - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$239.94   | Office Depot #1080 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$82.99    | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$34.33    | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$69.99    | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$259.98   | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$249.99   | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$101.49   | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$369.91   | Office Depot #5910 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$807.23   | Palace Hotel F/D - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | -\$100.91  | Palace Hotel F/D - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$86.96    | Pizza Hut #1714 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$554.00   | Priority Dispatch Corp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$554.00   | Priority Dispatch Corp - PCard    |

| Check Date | Check # | Name             | Fund Name     | Amount     | Item Desc                         |
|------------|---------|------------------|---------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$554.00   | Priority Dispatch Corp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$554.00   | Priority Dispatch Corp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$554.00   | Priority Dispatch Corp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$45.00    | Py *Mosaic Threads, Llc - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$601.91   | Rogue - PCard                     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$689.60   | Sams Club #4805 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$22.98    | Sams Club#4805 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$2,799.00 | Scheels Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$152.64   | Sirchie Acquisition Compa - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$450.00   | Sp Www.Rfmax.Us - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$285.92   | Spectrum - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$110.00   | Sq *Cpr Cell Phone Repair - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$765.60   | Sq *Mosaic Threads - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$779.00   | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$779.00   | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$779.00   | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$35.00    | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$724.00   | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$779.00   | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | -\$779.00  | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | -\$779.00  | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | -\$779.00  | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | -\$779.00  | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | -\$724.00  | Sq *National Tactical Off - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$125.75   | Starbucks Store 28060 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$50.00    | The International Soci - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$31.05    | The Ups Store 2594 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$121.80   | Tlo Transunion - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$204.00   | Tmobile*Law Relation - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$255.00   | Tmobile*Law Relation - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$426.93   | Tractor-Supply-Co #0303 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$20.64    | Tst* City Brew Coffee - C - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$35.90    | Tst* City Brew Coffee - C - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$43.08    | Tst* City Brew Coffee - C - PCard |

| Check Date | Check # | Name             | Fund Name     | Amount   | Item Desc                         |
|------------|---------|------------------|---------------|----------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$22.00  | Tst* City Brew Coffee - C - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$87.00  | Tst* Great Harvest - Bill - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$664.22 | Two Vets Sporting Goods - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$10.41  | Ups*Billing Center - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.06  | Ups*Billing Center - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$55.03  | Ups*Billing Center - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$94.59  | Ups*Billing Center - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$49.68  | Wal-Mart #2923 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.97  | Walmart.Com - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$13.97  | Walmart.Com - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$166.30 | Wasabi Technologies - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$246.17 | Wave - *Airworx Unmanned - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$24.50  | West End Lock And Securit - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$32.50  | West End Lock And Securit - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$97.00  | Www.Volgistics.Com - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$87.64  | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$57.19  | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$955.65 | Zebratechnologies Intl - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Public Safety | \$155.52 | Zoom.Us 888-799-9666 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$583.49 | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$398.25 | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$187.87 | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$185.12 | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$185.12 | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$24.99  | Best Buy 00005926 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$238.80 | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$127.22 | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$2.36   | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$11.87  | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$1.25   | Co Billings Park3 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$343.00 | Cross Petroleum Service - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$686.00 | Cross Petroleum Service - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$343.00 | Cross Petroleum Service - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste   | \$866.82 | Fastenal Company 01Mtbll - PCard  |

| Check Date | Check # | Name             | Fund Name      | Amount     | Item Desc                         |
|------------|---------|------------------|----------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$1,985.45 | Fastenal Company 01Mtbll - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$1,340.96 | Fastenal Company 01Mtbll - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$1,390.84 | Fastenal Company 01Mtbll - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$1,017.00 | Gcr 706 Butte Mt - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$436.00   | Gcr 706 Butte Mt - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$384.89   | Hose And Rubber Supply Bi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$203.20   | Kb Commercial Products - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$59.98    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$239.97   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$8.99     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$631.20   | Lawson Products - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$92.96    | Shipton'S Big R West - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$59.34    | Tacoma Screw Products Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$57.73    | Tacoma Screw Products Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$33.72    | Tacoma Screw Products Inc - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Solid Waste    | \$55.76    | Walmart.Com - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$103.86   | A And H Turf And Specialt - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$201.23   | Amazon.Com*R44Os2O13 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$305.20   | Amzn Mktp Us*Ax6F27Uc3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$231.00   | Amzn Mktp Us*H79Bk6Zj3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$35.08    | Awg 3575 - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$11.36    | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$12.84    | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$527.00   | Buildersfirstsource64021 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$45.00    | Buildersfirstsource64021 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$534.17   | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$18.02    | Exxon East Helena 1 #1177 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$547.99   | Fedex Offic22600022665 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$29.96    | Harbor Freight Tools 207 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$39.95    | Harbor Freight Tools 207 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$69.98    | Harbor Freight Tools 207 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$45.00    | Jares Fence Company Inc - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$19.95    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$91.77    | Kings Ace Hdwe - PCard            |

| Check Date | Check # | Name             | Fund Name      | Amount    | Item Desc                         |
|------------|---------|------------------|----------------|-----------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$55.06   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$87.38   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$41.96   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$118.56  | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$43.96   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$96.96   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$40.58   | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$77.97   | Shipton'S Big R West - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$149.99  | Shipton'S Big R West - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$41.94   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$153.84  | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$24.98   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$41.41   | Yellowstone County Treas - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Street/Traffic | \$222.77  | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$158.01  | (Pc) 0725 Ced - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$69.33   | (Pc) 0725 Ced - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$85.00   | 2023 Annual Holiday - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$299.99  | A And H Turf And Specialt - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$55.25   | A And H Turf And Specialt - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$164.28  | Aaim - Services - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$12.99   | Adobe Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$39.99   | Adobe Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$49.99   | Albertsons #0630 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$90.50   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$361.75  | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$131.55  | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$83.87   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$20.37   | Amazon.Com*Hi9Ug2Zi3 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$23.26   | Amazon.Com*N55Q15Ft3 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | -\$189.95 | Amzn Mktp Us - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$317.45  | Amzn Mktp Us*6E2E78843 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$17.99   | Amzn Mktp Us*Ar1li8Pf3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$14.12   | Amzn Mktp Us*Ay7Bz6T03 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit        | \$44.38   | Amzn Mktp Us*Jj5880Fy3 - PCard    |

| Check Date | Check # | Name             | Fund Name | Amount   | Item Desc                         |
|------------|---------|------------------|-----------|----------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$8.99   | Amzn Mktp Us*Na3Oz2Id3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$39.99  | Amzn Mktp Us*Vv2lv0G23 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$189.95 | Amzn Mktp Us*Yw7E71G03 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$36.95  | Avery Products Corporatio - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$52.81  | Awg 3575 - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$129.99 | Big Lots Stores - #1923 - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$19.82  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$48.02  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$88.27  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$42.40  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$554.00 | Creative Monograms Smb - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$245.00 | Creative Monograms Smb - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$31.00  | Creative Monograms Smb - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$105.88 | Dakota Supply Group - Bil - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$17.54  | Dakota Supply Group - Bil - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$87.68  | Dakota Supply Group - Bil - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$2.50   | Dollar Tree - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$617.88 | Ebay O*05-10729-91916 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$765.00 | Ebay O*05-10729-91917 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$31.54  | Gateway Fees - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$15.18  | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | -\$54.82 | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$8.38   | Hobby-Lobby #251 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$300.00 | In *Cotter'S Sewer, Inc. - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$220.00 | In *Yellowstone County On - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$64.04  | It Straps On Inc - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$91.47  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$15.96  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | -\$18.81 | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$72.55  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$1.43   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$18.36  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$25.50  | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit   | \$50.50  | Kings Ace Hdwe - PCard            |

| Check Date | Check # | Name             | Fund Name  | Amount     | Item Desc                         |
|------------|---------|------------------|------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$14.16    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$22.00    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$112.93   | Krispy Kreme #0582 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | -\$50.91   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$92.82    | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$41.94    | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$118.56   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$7.99     | Mouser Electronics Inc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$29.52    | Mouser Electronics Inc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$4.97     | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$20.42    | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$349.00   | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$4.49     | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$24.96    | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$61.92    | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$22.82    | Napa Store 3547001 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$15.99    | Office Depot #450 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$1,484.23 | Power Service Inc - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$27.14    | Sams Club#4805 - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$34.99    | Shipton'S Big R East - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$102.00   | Sign Pro Billings - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$38.88    | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$49.90    | Tlf*Gainans Floral And Gi - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$46.54    | Ups (800) 811-1648 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$6.98     | Wm Supercenter #1956 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Transit    | \$16.59    | Zoom.Us 888-799-9666 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | -\$207.92  | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$141.44   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$112.99   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$171.93   | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$49.97    | A And H Turf And Specialt - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$3.19     | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$25.75    | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$25.75    | Alsco Inc. - PCard                |

| Check Date | Check # | Name             | Fund Name  | Amount     | Item Desc                         |
|------------|---------|------------------|------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$31.76    | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$257.36   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$260.40   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$31.76    | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$123.27   | AlSCO Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | -\$149.95  | Amazon.Com - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$149.95   | Amazon.Com*2540y78Y3 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | -\$98.42   | Amzn Mktp Us - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$103.69   | Amzn Mktp Us*0J60a7Vp3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$122.13   | Amzn Mktp Us*Cb56Z6Pp3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$53.98    | Amzn Mktp Us*Hn9Ku1Pn3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$67.92    | Amzn Mktp Us*Hq44A0Xx3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$37.49    | Amzn Mktp Us*J75Mc8Aw3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$52.28    | Amzn Mktp Us*Jj1274I23 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$219.95   | Amzn Mktp Us*Qj5Cn4Go3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$99.94    | Amzn Mktp Us*R62131353 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$79.98    | Amzn Mktp Us*Yc8229Ek3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$2,202.00 | Automationdirect.Com - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$216.00   | Automationdirect.Com - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$130.25   | Batteries Plus #0598 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$64.00    | Batteries+Bulbs #0253 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$4.23     | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$71.97    | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$41.97    | Buildersfirstsource64021 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$22.80    | Carquest 3103 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$38.46    | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$187.69   | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$1,000.00 | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$1,000.00 | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$900.00   | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$664.27   | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$74.66    | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$610.56   | Econo Print - PCard               |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$66.08    | Econo Print - PCard               |

| Check Date | Check # | Name             | Fund Name  | Amount     | Item Desc                        |
|------------|---------|------------------|------------|------------|----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$27.02    | Edge Construction Supp - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$3,153.20 | Enterprise Specialty Pro - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$3,149.75 | Enterprise Specialty Pro - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$65.18    | Gih*Globalindustrialeq - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$10.47    | Gih*Globalindustrialeq - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$349.06   | Grainger - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$146.69   | Grainger - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$281.15   | Grainger - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$2,887.32 | Grainger - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$118.88   | Grainger - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$21.39    | Hanson Chemical - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$745.25   | Hanson Chemical - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$228.98   | Hanson Chemical - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$15.46    | Harbor Freight Tools 207 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$24.97    | Harbor Freight Tools 207 - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$101.96   | Heights Ace Hdwe - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$16.99    | Heights Ace Hdwe - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$2.25     | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$10.34    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$10.78    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$56.24    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$53.98    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$26.99    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$11.50    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$35.79    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$20.69    | Kings Ace Hdwe - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$264.50   | Lowe's #00319* - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$214.49   | Master Electronics - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$54.19    | Midland Scientific - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$562.62   | Midland Scientific - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$244.84   | Midland Scientific - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$11.14    | Napa Store 3547001 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$25.00    | Napa Store 3547007 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$9.81     | Norco Inc - PCard                |

| Check Date | Check # | Name             | Fund Name  | Amount     | Item Desc                         |
|------------|---------|------------------|------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$335.00   | Nutrien Ag Solution 2747 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$10.00    | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$6.84     | Pacific Steel Branch #02 - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$448.40   | Parkson Corporation - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$796.00   | Pp*Genuine Marketing Llc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$226.65   | Pp*Genuine Marketing Llc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$36.57    | Pzg**Mt Dept Of Ag Onl - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$1,350.96 | Radwell International - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$326.69   | Radwell International - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$14.60    | Rdoce Bil 020112 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$53.00    | Reds Fix It Shop - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$1,011.28 | Rsd - Billings#57 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$54.97    | Shipton'S Big R East - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$133.89   | Shipton'S Big R East - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$18.99    | Shipton'S Big R East - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$163.90   | Shipton'S Big R Heights - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$999.99   | Shipton'S Big R Service - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$893.74   | Tfs*Fishersci Ecom Hus - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$3,257.28 | Tfs*Fishersci Ecom Hus - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$11.82    | Tractor & Equipment - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$186.20   | Truenorth Steel Billings - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$12.90    | Usps Po 2907740107 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$532.88   | Wistex Ii, Llc - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$1,416.18 | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$211.38   | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$19.00    | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$254.75   | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Wastewater | \$154.76   | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water      | \$1,359.38 | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water      | \$74.89    | 360 Office Solutions Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water      | \$482.50   | 4Te*Alarm Services - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water      | \$49.98    | A And H Turf And Specialt - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water      | \$13.98    | Albertsons #4025 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water      | \$62.55    | AlSCO Inc. - PCard                |

| Check Date | Check # | Name             | Fund Name | Amount   | Item Desc                         |
|------------|---------|------------------|-----------|----------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$77.95  | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$9.55   | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$77.23  | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$77.23  | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$31.75  | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$260.40 | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$31.75  | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$144.30 | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$123.28 | Alsco Inc. - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$16.99  | Amzn Mktp Us*5B0064Cb3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$16.98  | Amzn Mktp Us*5Q3Su79T3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$24.98  | Amzn Mktp Us*I01Lz9Uy3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$37.48  | Amzn Mktp Us*J75Mc8Aw3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$35.50  | Amzn Mktp Us*Ow01V1At3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$79.98  | Amzn Mktp Us*Yc8229Ek3 - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$12.11  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$432.16 | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$189.68 | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$49.33  | Billings - Tacoma Screw P - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$50.31  | Bloedorn Lumber Co- Bi - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$139.92 | Bloedorn Lumber Co- Bi - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$22.80  | Carquest 3103 - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$149.30 | Cdw Govt #Mq68748 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$993.36 | Cdw Govt #Mr73500 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$115.39 | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$149.32 | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$45.23  | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$74.66  | City Of Billings - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$54.07  | Cpi*Coleparmerinstrumt - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$177.81 | Cpi*Coleparmerinstrumt - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$100.32 | Cpi*Coleparmerinstrumt - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$211.00 | Cross Petroleum Service - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$67.98  | Cvs/Pharmacy #05301 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$730.42 | Dxp Enterprises - PCard           |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                         |
|------------|---------|------------------|-----------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$1,879.38 | Dxp Enterprises - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$27.02    | Edge Construction Supp - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$2,657.29 | Era - A Waters Company - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$194.47   | Era - A Waters Company - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$51.96    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$26.07    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$16.98    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$19.98    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$16.99    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$9.99     | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$88.93    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$6.18     | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$29.99    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$14.99    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$14.99    | Evergreen Ace Hardware - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$49.62    | Fastenal Company 01Mtbll - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$45.22    | Fedex785521081519 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$13.72    | Fedex785772427200 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$10.00    | Fedex940882490530 - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$23.85    | Ge Analytical Instrument - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$1,046.10 | Ge Analytical Instrument - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$1,513.80 | Ge Analytical Instrument - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$65.17    | Gih*Globalindustrialeq - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$10.47    | Gih*Globalindustrialeq - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$90.31    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$86.04    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$74.33    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$43.50    | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$240.20   | Grainger - PCard                  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$125.84   | Hach Company - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$480.00   | Hach Company - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$486.54   | Hach Company - PCard              |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$64.16    | Hanson Chemical - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$247.12   | Hose And Rubber Supply Ra - PCard |

| Check Date | Check # | Name             | Fund Name | Amount     | Item Desc                         |
|------------|---------|------------------|-----------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$26.37    | Idexx Distribution Inc - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$3,720.00 | In *American Leak Detecti - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$72.45    | Industrial Coating Soluti - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$6.74     | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$31.04    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$19.18    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$151.94   | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$26.99    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$34.14    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$12.99    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$31.97    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$33.98    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$10.79    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$56.24    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$26.99    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$11.49    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$35.79    | Kings Ace Hdwe - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$150.95   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$835.41   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$264.50   | Lowe's #00319* - PCard            |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$83.68    | McMaster-Carr - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$318.67   | McMaster-Carr - PCard             |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$9.81     | Norco Inc - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$705.88   | Northwest Industrial Supp - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$593.04   | Northwest Scientific Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$146.83   | Northwest Scientific Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$58.17    | Northwest Scientific Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$80.88    | Northwest Scientific Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$53.02    | Northwest Scientific Inc - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$11.69    | Office Depot #1080 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$28.68    | Office Depot #1080 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$143.26   | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$9.99     | Office Depot #2135 - PCard        |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water     | \$6.83     | Pacific Steel Branch #02 - PCard  |

| Check Date | Check # | Name             | Fund Name   | Amount     | Item Desc                         |
|------------|---------|------------------|-------------|------------|-----------------------------------|
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$36.58    | Pzg**Mt Dept Of Ag Onl - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$233.00   | Ratco Llc - PCard                 |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$14.60    | Rdoce Bil 020112 - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$46.90    | Shell Oil 57544144009 - PCard     |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$19.00    | Shipton'S Big R East - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$161.95   | Sigma Aldrich Us - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$186.83   | Sigma Aldrich Us - PCard          |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$85.56    | Sixt Rent A Car - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$1,398.13 | Sp Atlantic Radio - PCard         |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$27.50    | Sq *The Sourdough Bagel - PCard   |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$29.87    | Swa - PCard                       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$49.98    | Target 00001719 - PCard           |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$33.51    | Tequipment - PCard                |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$153.76   | The Home Depot #3101 - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$99.00    | The Home Depot 3101 - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$60.00    | The Hotel At Auburn Univ - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$85.40    | Thomas Scientific Holdin - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$111.17   | Thomas Scientific Holdin - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$11.82    | Tractor & Equipment - PCard       |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$118.73   | Uline *Ship Supplies - PCard      |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$234.00   | West End Lock And Securit - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$114.00   | West End Lock And Securit - PCard |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$38.62    | Www.Amazon.* Storeroom - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$17.66    | Www.Amazon.* Storeroom - PCard    |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$2,368.92 | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | ACH     | U.S. Bank PCards | Water       | \$24.73    | Yellowstone Valley Elect - PCard  |
| 12/04/2023 | 866906  | Verizon Wireless | Engineering | \$27.32    | PW-Engineering                    |
| 12/04/2023 | 866906  | Verizon Wireless | Fleet       | \$107.60   | Motor Pool                        |
| 12/04/2023 | 866906  | Verizon Wireless | General     | \$179.66   | City Administrator                |
| 12/04/2023 | 866906  | Verizon Wireless | General     | \$40.01    | Code Enforcement Laptop           |
| 12/04/2023 | 866906  | Verizon Wireless | General     | \$40.01    | Laptop                            |
| 12/04/2023 | 866906  | Verizon Wireless | General     | \$27.32    | Victoria Hill -Laptop             |
| 12/04/2023 | 866906  | Verizon Wireless | Park Dist 1 | \$101.85   | PRPL-PARKS                        |
| 12/04/2023 | 866906  | Verizon Wireless | PD Program  | \$80.02    | CCSIU                             |

| Check Date | Check # | Name                       | Fund Name      | Amount       | Item Desc                                            |
|------------|---------|----------------------------|----------------|--------------|------------------------------------------------------|
| 12/04/2023 | 866906  | Verizon Wireless           | PD Program     | \$415.90     | CCSIU Cell/PTT                                       |
| 12/04/2023 | 866906  | Verizon Wireless           | Phone System   | \$80.02      | WRF Cradle Point                                     |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$40.01      | Bait Car                                             |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$209.80     | Fire MDT                                             |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$80.04      | Fire MDT                                             |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$440.11     | MDT Toughbooks                                       |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$65.01      | Police Bait Car                                      |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$50.03      | Police iPads                                         |
| 12/04/2023 | 866906  | Verizon Wireless           | Public Safety  | \$10.02      | Police MiFi                                          |
| 12/04/2023 | 866906  | Verizon Wireless           | Solid Waste    | \$109.28     | PW-Solid Waste                                       |
| 12/04/2023 | 866906  | Verizon Wireless           | Solid Waste    | \$126.47     | PW-SW-ON CALL Solid Waste On Call                    |
| 12/04/2023 | 866906  | Verizon Wireless           | Solid Waste    | \$24.12      | PW-SW-ON CALL Solid Waste On Call                    |
| 12/04/2023 | 866906  | Verizon Wireless           | Solid Waste    | \$524.52     | Solid Waste Tablets -Routware                        |
| 12/04/2023 | 866906  | Verizon Wireless           | Street/Traffic | \$174.67     | PW-Streets                                           |
| 12/04/2023 | 866906  | Verizon Wireless           | Street/Traffic | \$0.00       | PW-Streets City Works                                |
| 12/04/2023 | 866906  | Verizon Wireless           | Street/Traffic | \$232.77     | PW-STRT TRFC Streets                                 |
| 12/04/2023 | 866906  | Verizon Wireless           | Transit        | \$309.02     | MET AVL                                              |
| 12/04/2023 | 866906  | Verizon Wireless           | Transit        | \$970.26     | MET Max Transit                                      |
| 12/04/2023 | 866906  | Verizon Wireless           | Transit        | \$1,120.28   | MET Max Transit                                      |
| 12/04/2023 | 866906  | Verizon Wireless           | Wastewater     | \$400.10     | MET Tablets                                          |
| 12/04/2023 | 866906  | Verizon Wireless           | Water          | \$0.00       | PW Belknap Meter Shop                                |
| 12/04/2023 | 866906  | Verizon Wireless           | Water          | \$27.32      | PWBLKNP Water Treatment                              |
| 12/04/2023 | 866906  | Verizon Wireless           | Water          | \$40.01      | PWBLNP Comm-Meter CityWorks/Neptune                  |
| 12/04/2023 | 866906  | Verizon Wireless           | Water          | \$67.35      | PWBLNP Comm-Meter CityWorks/Neptune                  |
| 12/04/2023 | 866909  | WesTech Engineering        | Wastewater     | \$5,818.06   | Final clarfier Sweeps                                |
| 12/04/2023 | 866910  | Western Municipal Const    | Solid Waste    | \$125,177.32 | WO 22-27 Landfill Gas Compliance Flare Installation  |
| 12/04/2023 | 866911  | Wharton Asphalt            | St Maint Dist  | \$531,234.59 | WO 23-03 Contract # 3, City Digouts                  |
| 12/04/2023 | 866912  | Xylem Water Solutions USA  | Wastewater     | \$4,282.95   | Pump 1 @ Lloyd Mangrum LS-11 Rebuild                 |
| 12/04/2023 | 866912  | Xylem Water Solutions USA  | Wastewater     | \$6,046.95   | Pump 2 Rebuild @ Lloyd Mangrum                       |
| 12/04/2023 | 866913  | Yellowstone Co             | General        | \$29,605.89  | Election Charges for Municipal Primary Election 2023 |
| 12/04/2023 | 866914  | Yellowstone Co Finance Dpt | Building       | \$7,130.79   | Miller Building; Building Division; Dec 2023 Rent    |
| 12/04/2023 | 866914  | Yellowstone Co Finance Dpt | CDBG           | \$5,545.88   | Miller Building; Comm Development; Dec 2023 Rent     |
| 12/04/2023 | 866914  | Yellowstone Co Finance Dpt | General        | \$2,218.99   | Miller Building; Code Enforcement; Dec 2023 Rent     |
| 12/04/2023 | 866914  | Yellowstone Co Finance Dpt | Parking        | \$1,018.21   | 1/2 County Lot Meters October 2023                   |

| <b>Check Date</b> | <b>Check #</b> | <b>Name</b>                | <b>Fund Name</b> | <b>Amount</b> | <b>Item Desc</b>                                   |
|-------------------|----------------|----------------------------|------------------|---------------|----------------------------------------------------|
| 12/04/2023        | 866914         | Yellowstone Co Finance Dpt | Parking          | \$2,169.27    | July shortage; August shortage; September shortage |
| 12/04/2023        | 866914         | Yellowstone Co Finance Dpt | Planning         | \$4,750.50    | Miller Building; Planning; Dec 2023 Rent           |
| 12/04/2023        | 866916         | YVAS                       | Public Safety    | \$26,333.00   | November city contract                             |

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Payment of Claims for week of December 11th, 2023  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$2,084,591.98 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.

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**Attachments**

CouncilMemo wk of 12192023

| Check Date | Check # | Name               | Fund Name      | Amount      | Item Desc                                |
|------------|---------|--------------------|----------------|-------------|------------------------------------------|
| 12/11/2023 | ACH     | A & I Distributors | Street/Traffic | \$ 825.00   | 4006080 - DEF                            |
| 12/11/2023 | ACH     | A & I Distributors | Street/Traffic | \$ 70.00    | inv#4007021drum deposit                  |
| 12/11/2023 | ACH     | A & I Distributors | Street/Traffic | \$ 394.90   | inv#4007019antifreeze                    |
| 12/11/2023 | ACH     | A & I Distributors | Street/Traffic | \$ (70.00)  | inv#4007204drum deposit return           |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 40.41    | 4000893                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 40.40    | 4000893                                  |
| 12/11/2023 | ACH     | A & I Distributors | Solid Waste    | \$ 119.56   | Nozzle for DEF. Collections.             |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 40.41    | 4000893                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 40.41    | 4000893                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 1,392.86 | 4003613                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 818.14   | 4003613                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 562.39   | 4003613                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 323.96   | 4003613                                  |
| 12/11/2023 | ACH     | A & I Distributors | Public Safety  | \$ 137.50   | FIR3E 1 - 55 GALLONS DEF                 |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 1,636.27 | 4007770                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 1,392.86 | 4007770                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 647.28   | 4007770                                  |
| 12/11/2023 | ACH     | A & I Distributors | Solid Waste    | \$ 2,126.81 | 330 GAL DEF Tote. 55G Purus Red Elc 5050 |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 231.39   | 4000890                                  |
| 12/11/2023 | ACH     | A & I Distributors | Solid Waste    | \$ 1,261.60 | 10/14Z SP HITEMP EP#2 - Lubricant        |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 604.45   | 4000890                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 562.39   | 4000890                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 818.14   | 3998206                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 155.47   | 3998206                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 647.26   | 3998206                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 155.46   | 3998206                                  |
| 12/11/2023 | ACH     | A & I Distributors | Fleet          | \$ 696.43   | 3998206                                  |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 7.54     | P1-27899-01                              |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 3.58     | P1-27899-01                              |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 20.18    | P1-27899-01                              |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 7.88     | P1-27899-01                              |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 11.02    | P1-27899-01                              |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 6.16     | P1-27899-01                              |
| 12/11/2023 | ACH     | Galles             | Fleet          | \$ 28.81    | P1-27899-01                              |

| Check Date | Check # | Name   | Fund Name   | Amount      | Item Desc                             |
|------------|---------|--------|-------------|-------------|---------------------------------------|
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 45.30    | P1-27899-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 6.94     | P1-27899-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 20.18    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 35.44    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 148.56   | P127419.02                            |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 34.30    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 7.88     | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 13.98    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 7.16     | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 3.95     | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 5.66     | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 121.28   | P127370.01                            |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 38.74    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 13.88    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 23.82    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 18.80    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 5.58     | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Solid Waste | \$ 1,368.44 | Outer Air Element:, Inner Air Element |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 66.12    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 30.16    | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 8.40     | P1-27654-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 12.29    | P1-27711-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 27.96    | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 21.60    | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 45.24    | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 34.30    | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 23.82    | P1-27711-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 27.14    | P127436.01                            |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 8.16     | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 11.28    | P1-27711-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 26.32    | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 55.10    | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 7.16     | P1-27503-01                           |
| 12/11/2023 | ACH     | Galles | Fleet       | \$ 25.13    | P1-27503-01                           |

| Check Date | Check # | Name                | Fund Name      | Amount      | Item Desc                                   |
|------------|---------|---------------------|----------------|-------------|---------------------------------------------|
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 44.87    | P1-27711-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 6.29     | P1-27711-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 33.06    | P1-27711-01                                 |
| 12/11/2023 | ACH     | Galles              | Solid Waste    | \$ 847.89   | Outer Air Element, Inner Air Element        |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 30.27    | P1-27797-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 68.60    | P1-27797-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 37.70    | P1-27797-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 6.22     | P1-27797-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 10.68    | P1-27797-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 325.24   | P1-27419-03                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 34.30    | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 7.32     | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 157.08   | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 23.20    | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 87.84    | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 179.40   | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Fleet          | \$ 47.64    | P1-27950-01                                 |
| 12/11/2023 | ACH     | Galles              | Solid Waste    | \$ 490.04   | Outer Air Element                           |
| 12/11/2023 | ACH     | Galles              | Wastewater     | \$ 132.97   | P1-27706-01 - 12 V BATTERY                  |
| 12/11/2023 | ACH     | HDR                 | Solid Waste    | \$ 2,167.40 | WO 22-37 Landfill Drop-off Bldg Repairs     |
| 12/11/2023 | ACH     | HDR                 | Solid Waste    | \$ 8,752.50 | WO 23-16 Professional Services Contract     |
| 12/11/2023 | ACH     | HDR                 | Water          | \$ 1,678.75 | WO 18-23 Water Master Plan Update           |
| 12/11/2023 | ACH     | Kois Brothers Equip | Fleet          | \$ 233.13   | 131090                                      |
| 12/11/2023 | ACH     | Kois Brothers Equip | Street/Traffic | \$ 162.40   | 131216 - MARKER                             |
| 12/11/2023 | ACH     | Kois Brothers Equip | Solid Waste    | \$ 228.93   | 131216 - MARKER                             |
| 12/11/2023 | ACH     | Kois Brothers Equip | Street/Traffic | \$ 32.49    | 131021 - SEAL RING                          |
| 12/11/2023 | ACH     | Kois Brothers Equip | Solid Waste    | \$ 4,910.60 | 131043 - LIFTER ASSY                        |
| 12/11/2023 | ACH     | Kois Brothers Equip | Fleet          | \$ 217.68   | 130992                                      |
| 12/11/2023 | ACH     | Northwest Pipe      | Water          | \$ 92.86    | 1 GALLON - FOOD GRADE HYDRANT OIL @ HOBARTS |
| 12/11/2023 | ACH     | Northwest Pipe      | Water          | \$ 293.42   | PUDWTP Staples Pipe Repair                  |
| 12/11/2023 | ACH     | Northwest Pipe      | Water          | \$ 9,562.50 | 5/8 X 3/4 E-CODER WALL                      |
| 12/11/2023 | ACH     | Northwest Pipe      | Water          | \$ (100.12) | 333-030-00380 K81 Seat Ring                 |
| 12/11/2023 | ACH     | Northwest Pipe      | Water          | \$ (25.21)  | 333-030-00420 Lower Coupling Pin K8122      |
| 12/11/2023 | ACH     | Northwest Pipe      | Water          | \$ (88.44)  | K81 SEAT RING - (3196772)                   |

| Check Date | Check # | Name           | Fund Name      | Amount        | Item Desc                                    |
|------------|---------|----------------|----------------|---------------|----------------------------------------------|
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 52.20      | BLACK NIPPLE 1-1/4" X 5-1/2"                 |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 444.40     | 27" POLYWRAP .008 MIL - PIPE WRAP (1881684)  |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 49.20      | BLACK NIPPLE 1-1/4" X 3-1/2"                 |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 10,571.20  | R-900 ENHANCED WALL RR - MIU 13341-200       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 644.70     | 1-1/2" TD T-10 MEASURING CHAMBER COMPLETE    |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 19.75      | 3/8 BRASS PLUG -                             |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 644.70     | 1-1/2" TD T-10 MEASURING CHAMBER COMPLETE    |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 2,642.80   | R-900 ENHANCED WALL RR - MIU 13341-200       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 159.12     | Pump Leak Repair. Pump 1                     |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 5,285.60   | R-900 ENHANCED WALL RR - MIU 13341-200       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 3,788.40   | R900 MIU W/6' WIRE 13442- - 200 ENHANCED PIT |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 2,246.00   | 5/8" PIT REGISTER HEAD E-CODER               |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 2,642.80   | R-900 ENHANCED WALL RR - MIU 13341-200       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 444.40     | 27" POLYWRAP .008 MIL - PIPE WRAP            |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 39.50      | 3/8 BRASS PLUG -                             |
| 12/11/2023 | ACH     | Northwest Pipe | Public Safety  | \$ 16.50      | 743634 - TUBING                              |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 279.06     | PUDWTP Staples Waterline repair Bathroom     |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 73.92      | 1" COMPRESSION X MIP ADAPTER CTS             |
| 12/11/2023 | ACH     | Northwest Pipe | Solid Waste    | \$ 16.50      | 743634 - TUBING                              |
| 12/11/2023 | ACH     | Northwest Pipe | Public Safety  | \$ 16.50      | 743634 - TUBING                              |
| 12/11/2023 | ACH     | Northwest Pipe | Street/Traffic | \$ 16.50      | 743634 - TUBING                              |
| 12/11/2023 | ACH     | Northwest Pipe | Fleet          | \$ 109.65     | 731242                                       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 3,037.50   | 1" E-CODER CU/FT INSIDE METER ED2F11REF2     |
| 12/11/2023 | ACH     | Northwest Pipe | Street/Traffic | \$ 135.72     | inv#732757black pipe for signals             |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 7,928.40   | R-900 ENHANCED WALL RR - MIU 13341-200       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 9,112.50   | 1" E-CODER CU/FT INSIDE METER ED2F11REF2     |
| 12/11/2023 | ACH     | Northwest Pipe | Wastewater     | \$ 300.00     | Filters for WRF drinking Fountains           |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 17.55      | BLACK NIPPLE 1-1/4" X 2" P/N: 0451256        |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 9,562.50   | 5/8 X 3/4 E-CODER WALL                       |
| 12/11/2023 | ACH     | Northwest Pipe | Fleet          | \$ 65.28      | 740567                                       |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 6.44       | 1-1/2" TD T-10 STRAINERS N - 0-9084-001      |
| 12/11/2023 | ACH     | Northwest Pipe | Water          | \$ 644.70     | 1-1/2" TD T-10 MEASURING CHAMBER COMPLETE    |
| 12/11/2023 | ACH     | RDO Equip      | Solid Waste    | \$ 6,428.90   | W3948312 - PARTS                             |
| 12/11/2023 | ACH     | RDO Equip      | Solid Waste    | \$ (1,688.94) | 000608 2 - PARTS                             |

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|------------|---------|------------------|-------------|---------------|---------------------|
| 12/11/2023 | ACH     | RDO Equip        | Solid Waste | \$ 1,688.94   | W4130312 - PARTS    |
| 12/11/2023 | ACH     | RDO Equip        | Solid Waste | \$ 7,583.80   | W3948312 - LABOR    |
| 12/11/2023 | ACH     | RDO Equip        | Solid Waste | \$ 6,566.80   | W4130312 - LABOR    |
| 12/11/2023 | ACH     | RDO Equip        | Solid Waste | \$ (6,566.80) | 000608 2 - LABOR    |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 2.66       | 441101              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 5,131.65   | 441101              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 4,808.18   | 441115              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 5,598.71   | 441115              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 12,084.70  | 441115              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 2.77       | 441115              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 4,597.92   | 441115              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 12,618.55  | 439980              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 10,673.15  | 439980              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 10,887.17  | 441101              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 4,538.73   | 441101              |
| 12/11/2023 | ACH     | Town & Co Supply | Fleet       | \$ 4,892.19   | 441101              |
| 12/11/2023 | ACH     | Tractor & Equip  | Fleet       | \$ 253.17     | BLCS0823647         |
| 12/11/2023 | ACH     | Tractor & Equip  | Fleet       | \$ 20.00      | BLCS0823647         |
| 12/11/2023 | ACH     | Tractor & Equip  | Fleet       | \$ 98.83      | BLCS0823561         |
| 12/11/2023 | ACH     | Tractor & Equip  | Fleet       | \$ 31.22      | BLCS0823560         |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 1,738.00   | BLWO0229905 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 342.00     | BLWO0229846 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 2,563.50   | BLWO0229831 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 511.56     | BLWO0229905 - PARTS |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 1,110.00   | BLWO0229849 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 3,567.28   | BLWO0229851 - PARTS |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 3,049.00   | BLWO0229582 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 303.17     | BLWO0229848 - PARTS |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 511.50     | BLWO0229848 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 71.82      | BLWO0229833 - PARTS |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 1,202.22   | BLWO0229831 - PARTS |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 1,026.00   | BLWO0229833 - LABOR |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 213.43     | BLWO0229582 - PARTS |
| 12/11/2023 | ACH     | Tractor & Equip  | Solid Waste | \$ 584.35     | BLWO0229849 - PARTS |

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|------------|---------|---------------------------|----------------|---------------|-------------------------------------------------------|
| 12/11/2023 | ACH     | Tractor & Equip           | Solid Waste    | \$ 3,943.50   | BLW00229851 - LABOR                                   |
| 12/11/2023 | ACH     | Tractor & Equip           | Solid Waste    | \$ 8,019.57   | BLW00229846 - PARTS                                   |
| 12/11/2023 | 866922  | A & E Architects          | Facilities     | \$ 3,540.00   | Master Plan Facility Expansion-November 25, 2023      |
| 12/11/2023 | 866923  | Advanced Traffic Products | Street/Traffic | \$ 7,330.00   | bulldog buttons/push buttons for ped crossings        |
| 12/11/2023 | 866927  | Askin Construction        | Gas Tax        | \$ 86,855.19  | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Gas Tax        | \$ -          | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Sidewalk Const | \$ -          | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Gas Tax        | \$ -          | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Gas Tax        | \$ -          | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Sidewalk Const | \$ -          | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Sidewalk Const | \$ -          | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866927  | Askin Construction        | Sidewalk Const | \$ 16,123.13  | WO 23-02 Missing Sidewalk Project                     |
| 12/11/2023 | 866929  | Avery Dennison            | Street/Traffic | \$ 94.00      | inv#61792732wiper blades for sign machine             |
| 12/11/2023 | 866929  | Avery Dennison            | Street/Traffic | \$ 1,107.80   | inv#61792625ink cartridges for sign machine           |
| 12/11/2023 | 866929  | Avery Dennison            | Street/Traffic | \$ 2,484.00   | inv#61792673sheeting/swabs for making signs           |
| 12/11/2023 | 866931  | Bcs Scrip                 | City Ins Fund  | \$ 28,400.00  | Health Is Dec 23 Incentive and Tool Incentive Fleet   |
| 12/11/2023 | 866931  | Bcs Scrip                 | Fleet          | \$ 200.00     | Health Is Dec 23 Incentive and Tool Incentive Fleet   |
| 12/11/2023 | 866936  | Big Sky Economic Dev      | Gas Tax        | \$ 25,620.50  | Reimbursement - Lot 1, Tun Tavern Fronta              |
| 12/11/2023 | 866940  | Blngs Construction Supply | Solid Waste    | \$ 132.53     | Landfill Toilet Rental Site: S236. 11/1/23 - 11/30/23 |
| 12/11/2023 | 866940  | Blngs Construction Supply | Gas Tax        | \$ 1,950.00   | WO 23-50 Gabel Rd/ Hogan Slough Culvert               |
| 12/11/2023 | 866940  | Blngs Construction Supply | Park Dist 1    | \$ 147.30     | toilet rental for mary street - 10354                 |
| 12/11/2023 | 866940  | Blngs Construction Supply | Storm Sewer    | \$ 1,950.00   | WO 23-50 Gabel Rd/ Hogan Slough Culvert               |
| 12/11/2023 | 866940  | Blngs Construction Supply | Solid Waste    | \$ 125.53     | Landfill Toilet Rental Site: S479. 11/1/23 - 11/30/23 |
| 12/11/2023 | 866940  | Blngs Construction Supply | Wastewater     | \$ 127.67     | Nov 2023 Toilet Rental..Rod & Gun Club                |
| 12/11/2023 | 866956  | Civicplus                 | Airport        | \$ 413.36     | Quarterly Civic Send Airport                          |
| 12/11/2023 | 866956  | Civicplus                 | IT Resources   | \$ 8,810.50   | Quarterly Hosting & Support Fees                      |
| 12/11/2023 | 866956  | Civicplus                 | IT Resources   | \$ 413.36     | Quarterly CivicSend IT                                |
| 12/11/2023 | 866957  | Community Seven           | General        | \$ 9,806.50   | PEG Fees July 1 to August 31, 2023 //FY24 Qtr 1       |
| 12/11/2023 | 866958  | Community Solutions       | Court Grants   | \$ 2,175.00   | 23 Nov. CSI DUI                                       |
| 12/11/2023 | 866958  | Community Solutions       | Court Grants   | \$ 4,110.00   | 23 Dec. CSI EtG Testing                               |
| 12/11/2023 | 866971  | Development 55            | Gas Tax        | \$ 222,726.64 | Lot 1, Tun Tavern Frontage, Water & Sewe              |
| 12/11/2023 | 866972  | Dick Anderson             | Water          | \$ 10,264.95  | WO 19-12 West End Reservoir Project                   |
| 12/11/2023 | 866978  | EBMS                      | City Ins Fund  | \$ 71,085.49  | January 1, 2024                                       |
| 12/11/2023 | 866978  | EBMS                      | City Ins Fund  | \$ 1,312.50   | January 1, 2024                                       |

| Check Date | Check # | Name                      | Fund Name        | Amount       | Item Desc                                         |
|------------|---------|---------------------------|------------------|--------------|---------------------------------------------------|
| 12/11/2023 | 866978  | EBMS                      | City Ins Fund    | \$ 6,215.39  | January 1, 2024                                   |
| 12/11/2023 | 866978  | EBMS                      | City Ins Fund    | \$ 975.00    | January 1, 2024                                   |
| 12/11/2023 | 866978  | EBMS                      | Payroll Clearing | \$ 12,445.72 | January 1, 2024                                   |
| 12/11/2023 | 866978  | EBMS                      | City Ins Fund    | \$ 1,609.50  | January 1, 2024                                   |
| 12/11/2023 | 866978  | EBMS                      | City Ins Fund    | \$ 36,192.58 | January 1, 2024                                   |
| 12/11/2023 | 866980  | Ecovese Industries        | Solid Waste      | \$ 20,571.21 | Comb extensions                                   |
| 12/11/2023 | 866980  | Ecovese Industries        | Solid Waste      | \$ 1,193.68  | Shipping and handling                             |
| 12/11/2023 | 866981  | Elizabeth Ann Christiaens | Public Safety    | \$ 5,400.00  | pre employment evals for lateral/entry applicants |
| 12/11/2023 | 866982  | Empire Heating & Cooling  | Water            | \$ 12,745.00 | WO 22-20 Water Treatment Plant High Srvc Pump     |
| 12/11/2023 | 866984  | Energy Laboratories       | Wastewater       | \$ 704.00    | WO B23110128, Sample Analysis                     |
| 12/11/2023 | 866984  | Energy Laboratories       | Wastewater       | \$ 704.00    | Work Order B23110203-001,002- Influent            |
| 12/11/2023 | 866984  | Energy Laboratories       | Wastewater       | \$ 204.00    | WO B23110430, analysis Parameter                  |
| 12/11/2023 | 866984  | Energy Laboratories       | Water            | \$ 288.00    | Work Order # B23111473, Analysis Parame           |
| 12/11/2023 | 866984  | Energy Laboratories       | Water            | \$ 288.00    | Work Order # B23111299, Analysis                  |
| 12/11/2023 | 866984  | Energy Laboratories       | Wastewater       | \$ 511.00    | ParMt and P66 Analysis                            |
| 12/11/2023 | 866988  | Ferguson Enterprises      | Water            | \$ 301.32    | SHOE GASKET - H-84                                |
| 12/11/2023 | 866988  | Ferguson Enterprises      | Water            | \$ 1,533.80  | TYLER 6860 #69 HD ADJUSTABLE RISER                |
| 12/11/2023 | 866988  | Ferguson Enterprises      | Water            | \$ 1,324.60  | MUELLER HYDRANT UPPER STEM                        |
| 12/11/2023 | 866988  | Ferguson Enterprises      | Water            | \$ 1,018.89  | OPERATING NUTS H-51                               |
| 12/11/2023 | 866988  | Ferguson Enterprises      | Water            | \$ 7,000.00  | 7' FIRE HYDRANT - PUSH ON                         |
| 12/11/2023 | 866989  | First Montana Title       | CDBG             | \$ 15,000.00 | FTHB Hector Gonzales 353 Foster Lane              |
| 12/11/2023 | 866990  | First Montana Title       | CDBG             | \$ 10,000.00 | FTHB Tyler & Sarah Black 1524 10th St W           |
| 12/11/2023 | 866993  | Go Play Golf              | Storm Sewer      | \$ 49,525.59 | Stormwater Improvements & Maintenance Ag          |
| 12/11/2023 | 866995  | Grainger Parts            | Water            | \$ 259.92    | Filters for High Service..WTP                     |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 13.76     | 9915823315                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Water            | \$ 79.64     | replacement float switch for Waldo                |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 4.41      | 9915311493                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 9.92      | 9920580314                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 3.24      | 9917550742                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 126.31    | 9917669443                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 129.81    | 9914055026                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 295.44    | 9917669443                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Fleet            | \$ 16.65     | 9918475436                                        |
| 12/11/2023 | 866995  | Grainger Parts            | Water            | \$ 725.55    | storage cabinet for High Service for man          |

| Check Date | Check # | Name                    | Fund Name      | Amount       | Item Desc                                 |
|------------|---------|-------------------------|----------------|--------------|-------------------------------------------|
| 12/11/2023 | 866995  | Grainger Parts          | Water          | \$ 106.14    | POD EAR PLUGS WITH CORD                   |
| 12/11/2023 | 866995  | Grainger Parts          | Water          | \$ 54.32     | 5 GALLON BUCKET WITH LID - (8007225)      |
| 12/11/2023 | 866995  | Grainger Parts          | Water          | \$ 18.24     | AA BATTERIES P/N: 5LE23                   |
| 12/11/2023 | 866995  | Grainger Parts          | Water          | \$ 36.86     | ANTISIEZE NICKEL SILVER - 1LB W/BRUSH TOP |
| 12/11/2023 | 866995  | Grainger Parts          | Water          | \$ 827.13    | Illuminated push buttons for Low Service  |
| 12/11/2023 | 866995  | Grainger Parts          | Water          | \$ 375.17    | backflow prevention repair kit            |
| 12/11/2023 | 866995  | Grainger Parts          | Wastewater     | \$ 66.76     | electrical materials for WRF control roo  |
| 12/11/2023 | 866997  | Guardian Security       | Library        | \$ 11,038.43 | 1039 Security October 2023                |
| 12/11/2023 | 866997  | Guardian Security       | Library        | \$ 10,420.46 | 1038 Security September 2023              |
| 12/11/2023 | 867000  | High Point Networks     | IT Resources   | \$ 2,262.27  | Project# 941982                           |
| 12/11/2023 | 867000  | High Point Networks     | IT Resources   | \$ 1,125.00  | Project# 1001289                          |
| 12/11/2023 | 867000  | High Point Networks     | IT Resources   | \$ 168.75    | Project#1018794                           |
| 12/11/2023 | 867000  | High Point Networks     | IT Resources   | \$ 1,181.25  | Project# 101760                           |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Street/Traffic | \$ 15.59     | inv#01864319                              |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 1,146.36  | 1860335                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 5.78      | 1863364                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 304.90    | 1862268                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 22.80     | 1861132                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 105.20    | 1861081                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 21.19     | 1860774                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 295.81    | 1860833                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 199.13    | 1860959                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 43.64     | 1860701                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 89.70     | 1863946                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 18.00     | 1862544                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 258.12    | 1864578                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 488.94    | 1863041                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 40.26     | 1861948                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 280.02    | 1861082                                   |
| 12/11/2023 | 867001  | Hose & Rubber Supply    | Fleet          | \$ 634.37    | 1860114                                   |
| 12/11/2023 | 867003  | Ingram Library Services | Library        | \$ 11.20     | 78998226                                  |
| 12/11/2023 | 867003  | Ingram Library Services | Library        | \$ 0.46      | 78998224                                  |
| 12/11/2023 | 867003  | Ingram Library Services | Library        | \$ 11.79     | 79042194                                  |
| 12/11/2023 | 867003  | Ingram Library Services | Library        | \$ 0.06      | 79042195                                  |

| Check Date | Check # | Name                    | Fund Name | Amount      | Item Desc    |
|------------|---------|-------------------------|-----------|-------------|--------------|
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.54     | 79042198     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.04     | 79042201     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.17     | 78998226     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 44.99    | 78979275     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 2.23     | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 13.79    | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 1.53     | 79042197     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 58.17    | 79042197     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 20.34    | 78998227     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 235.00   | 79042197     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 46.14    | 79042198     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 35.96    | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 14.74    | 78979275     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 8.97     | 78998226     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 233.20   | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 176.72   | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.06     | 79042193     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 55.76    | 79042197     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 10.19    | 79042198     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.37     | 79042200     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 4.79     | 78998224     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 20.44    | 78998224     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 52.16    | 78998225     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 161.82   | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 43.94    | 78998228     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.08     | 78979275     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 89.03    | 78998224     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 1,376.32 | 78979276 OBB |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.06     | 79042192     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.26     | 79042196     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 0.02     | 78998227     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 10.02    | 79042195     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 11.20    | 79042196     |
| 12/11/2023 | 867003  | Ingram Library Services | Library   | \$ 16.52    | 79042198     |

| Check Date | Check # | Name                    | Fund Name        | Amount       | Item Desc                                           |
|------------|---------|-------------------------|------------------|--------------|-----------------------------------------------------|
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 32.62     | 79042200                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 15.34     | 79042198                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 11.20     | 79042200                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 9.58      | 79042201                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 33.99     | 79042192                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 17.39     | 79042196                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 0.02      | 79042199                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 33.99     | 79042200                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 0.06      | 79042194                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 11.99     | 79042196                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 10.19     | 79042200                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 0.12      | 78998225                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 10.99     | 78998226                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 10.19     | 79042193                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 18.60     | 79042196                                            |
| 12/11/2023 | 867003  | Ingram Library Services | Library          | \$ 5.39      | 79042199                                            |
| 12/11/2023 | 867004  | Insight Public Sector   | Building         | \$ 189.52    | Qty. 2 Surface Pro 8                                |
| 12/11/2023 | 867004  | Insight Public Sector   | General          | \$ 2,694.53  | MS Surface Pro, dock, keyboard cover, and warranty  |
| 12/11/2023 | 867004  | Insight Public Sector   | Building         | \$ 3,785.91  | Qty. 2 Surface Pro 8                                |
| 12/11/2023 | 867004  | Insight Public Sector   | Building         | \$ 301.54    | Qty. 2 Surface Pro 8                                |
| 12/11/2023 | 867009  | Johnson Laffen Galloway | Stillwater Const | \$ 56,031.88 | Phase I Stillwater Bldg - comprehensive design plan |
| 12/11/2023 | 867015  | KLJ Engineering         | St Maint Dist    | \$ 6,967.00  | SID 1425 Broso Park Dr and Gable Rd Improvements    |
| 12/11/2023 | 867015  | KLJ Engineering         | SID Const        | \$ 6,967.01  | SID 1425 Broso Park Dr and Gable Rd Improvements    |
| 12/11/2023 | 867016  | Knife River             | Street/Traffic   | \$ 17,358.70 | inv#894653                                          |
| 12/11/2023 | 867016  | Knife River             | Street/Traffic   | \$ 7,165.50  | inv#894652sand/salt material                        |
| 12/11/2023 | 867016  | Knife River             | Street/Traffic   | \$ 9,428.50  | inv#894287sand/salt material                        |
| 12/11/2023 | 867024  | L P Anderson Tire       | Fleet            | \$ 1,460.00  | 2055093                                             |
| 12/11/2023 | 867024  | L P Anderson Tire       | Fleet            | \$ 3,195.60  | 2055093                                             |
| 12/11/2023 | 867024  | L P Anderson Tire       | Street/Traffic   | \$ 122.00    | 2051362 - TIRE REPAIR                               |
| 12/11/2023 | 867024  | L P Anderson Tire       | Public Safety    | \$ 91.50     | 2051808 - TIRE REPAIR                               |
| 12/11/2023 | 867024  | L P Anderson Tire       | Fleet            | \$ 159.78    | 2055093                                             |
| 12/11/2023 | 867025  | Lancer Systems          | Public Safety    | \$ 6,556.16  | Lancer 1010869, L15 defense rifles                  |
| 12/11/2023 | 867026  | Land Design             | Park Dist 1      | \$ 4,685.00  | phase II of poly vista-invoice 016746               |
| 12/11/2023 | 867026  | Land Design             | Park Dist 1      | \$ 3,295.25  | master plan for cottonwood park-invoice 016747      |

| Check Date | Check # | Name                       | Fund Name               | Amount        | Item Desc                                           |
|------------|---------|----------------------------|-------------------------|---------------|-----------------------------------------------------|
| 12/11/2023 | 867031  | M-B Companies              | Airport                 | \$ 20,398.50  | Invoice #277508 Broom Cores                         |
| 12/11/2023 | 867032  | Mailing Technical Services | Central Services        | \$ 4,526.89   | Postage for November, 2023                          |
| 12/11/2023 | 867032  | Mailing Technical Services | Parking                 | \$ 567.20     | Postage for November, 2023                          |
| 12/11/2023 | 867043  | Montana Lines              | Arterial Streets        | \$ 383,349.68 | WO 23-10 Grand Ave & 48th St West Improvements      |
| 12/11/2023 | 867044  | MT Municipal Interlocal    | Property Ins            | \$ 28,668.03  | November 2023 Liability Self Insurance Payments     |
| 12/11/2023 | 867047  | MT Preservation Alliance   | Planning                | \$ 4,360.00   | Purchasing 2 Window Restoration Tool Kits           |
| 12/11/2023 | 867048  | Morgan Contractors         | Public Safety           | \$ 19,758.41  | Fire Station 8 Remodel                              |
| 12/11/2023 | 867049  | Morrison Maierle           | Wastewater              | \$ 36,715.52  | WO 24-01 2024 Project Engineer Service Agreement    |
| 12/11/2023 | 867049  | Morrison Maierle           | Wastewater              | \$ 52,040.74  | WO 23-01 2023 Water/Sewer Replacement               |
| 12/11/2023 | 867049  | Morrison Maierle           | Water                   | \$ 7,626.50   | WO 24-01 Cedar Park Water Main Replacement          |
| 12/11/2023 | 867049  | Morrison Maierle           | Water                   | \$ 23,351.72  | WO 24-01 Cedar Park Water Main Replacement          |
| 12/11/2023 | 867050  | Moulton Bellingham         | General                 | \$ 2,992.50   | Sale of Old City Hall and Park 3 Garage             |
| 12/11/2023 | 867050  | Moulton Bellingham         | General                 | \$ 6,000.00   | Water and Wastewater Franchise Fee                  |
| 12/11/2023 | 867050  | Moulton Bellingham         | General                 | \$ 2,007.50   | Sale of 3rd Floor of City Hall                      |
| 12/11/2023 | 867051  | Mountain West Holding      | Airport                 | \$ 3,000.00   | Invoice #9049 Concrete Barrier Rail Sections        |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | St Maint Dist           | \$ 268.30     | Retainage Release 1 FINAL                           |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Park Dist 1             | \$ 178.00     | invoice 461 Steve's Install for Arrowhead           |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Facilities              | \$ 50.50      | Nov 23 Monthly Billings Service Stillwater Building |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Arterial Streets        | \$ 3,872.22   | WO 23-10 Grand Ave & 48th St Improvements           |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Gas Tax                 | \$ -          | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Sidewalk Const          | \$ -          | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Sidewalk Const          | \$ -          | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Sidewalk Const          | \$ 162.87     | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Gas Tax                 | \$ -          | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Gas Tax                 | \$ 877.32     | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Sidewalk Const          | \$ -          | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Gas Tax                 | \$ -          | WO 23-02 Missing Sidewalk Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Sidewalk Haz Repair Pro | \$ 308.20     | WO 23-06 Sidewalk Tripper Project                   |
| 12/11/2023 | 867053  | MT Dept of Rev-CGR2        | Public Safety           | \$ 199.58     | Fire Station #8 Remodel                             |
| 12/11/2023 | 867054  | Napa                       | Fleet                   | \$ 26.38      | 3977-531530                                         |
| 12/11/2023 | 867054  | Napa                       | Fleet                   | \$ 4.41       | 3977-531061                                         |
| 12/11/2023 | 867054  | Napa                       | Fleet                   | \$ 20.40      | 3977-531070                                         |
| 12/11/2023 | 867054  | Napa                       | Fleet                   | \$ 196.48     | 3977-534110                                         |
| 12/11/2023 | 867054  | Napa                       | Fleet                   | \$ 40.89      | 3977-531139                                         |

| Check Date | Check # | Name | Fund Name      | Amount      | Item Desc                                     |
|------------|---------|------|----------------|-------------|-----------------------------------------------|
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 7.34     | 3977-528351                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 35.04    | 3977-531133                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ (40.89)  | 3977-531395                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 69.41    | 3977-531808                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 52.22    | 3977-531133                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ (286.04) | 3977-531395                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 17.18    | 3977-528351                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 98.48    | 3977-528351                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 286.04   | 3977-531275                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 287.72   | 3977-531372                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ (7.34)   | 3977-531395                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 16.66    | 3977-531530                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 14.36    | 3977-531501                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 5.62     | 3977-531133                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 7.74     | 3977-528351                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 20.47    | 3977-528351                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 5.94     | 3977-528351                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 5.39     | 3977-531197                                   |
| 12/11/2023 | 867054  | Napa | Street/Traffic | \$ 26.34    | 3977-528655 - OIL                             |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 2.84     | 3977-533065 - MIX CUP                         |
| 12/11/2023 | 867054  | Napa | Public Safety  | \$ 4.52     | 3977-528472 - BUNGEE                          |
| 12/11/2023 | 867054  | Napa | Public Safety  | \$ 20.00    | 3977-528519 - TIE DOWN                        |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 11.22    | 3977-533418                                   |
| 12/11/2023 | 867054  | Napa | Facilities     | \$ 10.76    | Inv. 3977-533887 Gun/Drug Room Truflex V-Belt |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 68.52    | 3977-533292                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 497.00   | 3977-533065                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 376.56   | 3977-533065                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 7.28     | 3977-532950                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 142.98   | 3977-533065                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 88.90    | 3977-530627                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 11.62    | 3977-528597                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 23.50    | 3977-529486                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 39.66    | 3977-528744                                   |
| 12/11/2023 | 867054  | Napa | Fleet          | \$ 7.95     | 3977-528274                                   |

| Check Date | Check # | Name                 | Fund Name   | Amount      | Item Desc                                   |
|------------|---------|----------------------|-------------|-------------|---------------------------------------------|
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 276.00   | 3977-534014                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 24.60    | 3977-528597                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 26.22    | 3977-528274                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 5.66     | 3977-530396                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 104.00   | 3977-534014                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 30.80    | 3977-528783                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 8.30     | 3977-530119                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 168.30   | 3977-528817                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 11.86    | 3977-528744                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 79.00    | 3977-530400                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 276.00   | 3977-534014                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 27.50    | 3977-529393                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 71.32    | 3977-527752                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 11.10    | 3977-533928                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 9.77     | 3977-530541                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 13.66    | 3977-528744                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 22.26    | 3977-529389                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 17.75    | 3977-529486                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 19.28    | 3977-529486                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 89.62    | 3977-528099                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 10.55    | 3977-530187                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 12.37    | 3977-529486                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 29.85    | 3977-528737                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 96.13    | 3977-528521                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 24.94    | 3977-534568                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 30.14    | 3977-534568                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 27.74    | 3977-534568                                 |
| 12/11/2023 | 867054  | Napa                 | Fleet       | \$ 22.80    | 3977-534069                                 |
| 12/11/2023 | 867056  | Network Info Systems | PD Program  | \$ 5,775.00 | network & camera work done at the Gun Range |
| 12/11/2023 | 867062  | NorthWestern Energy  | Water       | \$ 292.26   | 805 Constitution Ave Nov 20223              |
| 12/11/2023 | 867062  | NorthWestern Energy  | Wastewater  | \$ 108.88   | 0723383-6                                   |
| 12/11/2023 | 867062  | NorthWestern Energy  | Park Dist 1 | \$ 15.50    | 0793134-8                                   |
| 12/11/2023 | 867062  | NorthWestern Energy  | Park Dist 1 | \$ 6.00     | 0920801-8                                   |
| 12/11/2023 | 867062  | NorthWestern Energy  | Park Dist 1 | \$ 53.92    | 1160780-1                                   |

| Check Date | Check # | Name                | Fund Name      | Amount      | Item Desc |
|------------|---------|---------------------|----------------|-------------|-----------|
| 12/11/2023 | 867062  | NorthWestern Energy | Street/Traffic | \$ 7.20     | 2047000-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 6.00     | 3477233-5 |
| 12/11/2023 | 867062  | NorthWestern Energy | Street/Traffic | \$ 6.31     | 3660075-7 |
| 12/11/2023 | 867062  | NorthWestern Energy | Water          | \$ 2,999.49 | 0722270-6 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 6.00     | 0723387-7 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 7.06     | 1564209-3 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 1.36     | 1692666-9 |
| 12/11/2023 | 867062  | NorthWestern Energy | Wastewater     | \$ 115.50   | 1704030-4 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 0.94     | 0723392-7 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 33.39    | 0722277-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Wastewater     | \$ 11.86    | 1704025-4 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 0.81     | 0723885-0 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 36.05    | 1513800-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Street/Traffic | \$ 44.38    | 1738989-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Water          | \$ 6.00     | 0722249-0 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 210.27   | 0722256-5 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 6.76     | 1902257-3 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 0.69     | 2041362-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 37.30    | 3999603-8 |
| 12/11/2023 | 867062  | NorthWestern Energy | General        | \$ 141.69   | 0720841-6 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 6.15     | 1156527-2 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 10.69    | 1513802-7 |
| 12/11/2023 | 867062  | NorthWestern Energy | Radio          | \$ 172.36   | 1006915-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 6.31     | 1230066-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ -        | 1513796-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Street/Traffic | \$ 7.80     | 2047011-8 |
| 12/11/2023 | 867062  | NorthWestern Energy | General        | \$ 96.65    | 0712539-6 |
| 12/11/2023 | 867062  | NorthWestern Energy | Wastewater     | \$ 354.00   | 0723878-5 |
| 12/11/2023 | 867062  | NorthWestern Energy | General        | \$ 12.16    | 1635289-0 |
| 12/11/2023 | 867062  | NorthWestern Energy | Park Dist 1    | \$ 10.83    | 3020837-5 |
| 12/11/2023 | 867062  | NorthWestern Energy | Public Safety  | \$ 111.68   | 4045328-4 |
| 12/11/2023 | 867062  | NorthWestern Energy | Water          | \$ 944.51   | 0100478-7 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 0.95     | 1312707-1 |
| 12/11/2023 | 867062  | NorthWestern Energy | Parks Maint    | \$ 11.13    | 1513804-3 |

| Check Date | Check # | Name                       | Fund Name               | Amount       | Item Desc                                           |
|------------|---------|----------------------------|-------------------------|--------------|-----------------------------------------------------|
| 12/11/2023 | 867062  | NorthWestern Energy        | Parks Maint             | \$ 1.10      | 0971824-8                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Park Dist 1             | \$ 45.32     | 0999807-1                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Street/Traffic          | \$ 1.89      | 1797828-9                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Street/Traffic          | \$ 7.80      | 2047018-3                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Water                   | \$ 2,630.96  | 0723043-6                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Water                   | \$ 1,571.18  | 0722252-4                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Wastewater              | \$ 1,645.71  | 2132749-9                                           |
| 12/11/2023 | 867062  | NorthWestern Energy        | Public Safety           | \$ 475.62    | 0100477-9 FIRE 6 ELECTRIC SERVICE, FY2024           |
| 12/11/2023 | 867069  | PayScale                   | General                 | \$ 6,975.00  | Payfactors Professional Bundle and Subscription     |
| 12/11/2023 | 867070  | Performance Eng & Consult  | Wastewater              | \$ 39,636.25 | WO 23-07 Monad Rd Sewer Extension                   |
| 12/11/2023 | 867072  | Precision Concrete Cutting | Sidewalk Haz Repair Pro | \$ 30,511.80 | WO 23-06 Sidewalk Tripper Project                   |
| 12/11/2023 | 867074  | Proforce Law Enforcement   | Public Safety           | \$ 7,970.34  | ProForce 534668, training tasers                    |
| 12/11/2023 | 867078  | Reliable Mech & Controls   | Facilities              | \$ 4,999.50  | Nov 23 Monthly Billings Service-Stillwater Building |
| 12/11/2023 | 867079  | Riverstone Health          | General                 | \$ 11,250.00 | 2nd Quarter Oct-Dec 2023 Quality Monitoring         |
| 12/11/2023 | 867081  | Rocky Mountain Health      | City Ins Fund           | \$ 8,000.00  | Healthy Is Behavior Change Program-Dec 2023         |
| 12/11/2023 | 867083  | Rocky Mountain Health      | City Ins Fund           | \$ 8,000.00  | Healthy Is Behavior Change Program-Nov 2023         |
| 12/11/2023 | 867088  | Sanderson Stewart          | Tax Incrmnt N27         | \$ 3,398.00  | WO 23-09 5th Ace Corridor -Design, Contract         |
| 12/11/2023 | 867088  | Sanderson Stewart          | Arterial Streets        | \$ 4,480.00  | WO 23-10 48th St W/Grand Ave Improvements           |
| 12/11/2023 | 867088  | Sanderson Stewart          | Arterial Streets        | \$ 4,947.00  | WO 23-10 48th St W Grand                            |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 1,570.56  | 162233                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 318.56    | 162332                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 22.42     | 162234                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 1,619.00  | 162235                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 18.50     | 162589                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 243.74    | 162233                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 186.93    | 162589                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 1,053.28  | 162332                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 37.55     | 162233                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 575.95    | 162234                                              |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 486.58    | 0163070-IN                                          |
| 12/11/2023 | 867097  | Solid Waste Systems        | Fleet                   | \$ 626.99    | 0163070-IN                                          |
| 12/11/2023 | 867102  | Steves Install             | Park Dist 1             | \$ 17,622.00 | improvements/playground Arrowhead                   |
| 12/11/2023 | 867106  | Thorn Run Partners         | P.W. Admin              | \$ 3,750.00  | Federal Lobbying Svcs 2 Year Contract               |
| 12/11/2023 | 867106  | Thorn Run Partners         | General                 | \$ 3,750.00  | Federal Lobbying Svcs 2 Year Contract               |

| Check Date | Check # | Name                     | Fund Name      | Amount       | Item Desc                                             |
|------------|---------|--------------------------|----------------|--------------|-------------------------------------------------------|
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 300.00    | Tire purchase. Landfill.                              |
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 2,639.04  | Tire purchase. Dismount & mount. Collections.         |
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 4,618.15  | Tire repair and purchase. Collections.                |
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 6,715.00  | Tire purchase. Collections.                           |
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 4,166.35  | Tire repair and replacement. Collections.             |
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 11,360.90 | Tire repair and purchase. Collections.                |
| 12/11/2023 | 867107  | Tire-Rama                | Solid Waste    | \$ 4,461.25  | Tire repair and purchase. Collections.                |
| 12/11/2023 | 867110  | TriTech Software Systems | Public Safety  | \$ 2,910.60  | Central Square annual crime mapping software          |
| 12/11/2023 | 867116  | Valmont Industries       | Street/Traffic | \$ 13,675.00 | 641508                                                |
| 12/11/2023 | 867117  | Warren Transport         | Storm Sewer    | \$ 39,532.00 | WO 24-23 54th & Walter Hagen Improvements             |
| 12/11/2023 | 867120  | Western Heritage Center  | Planning       | \$ 1,250.00  | Invoice #112623 contract Oct 23 & Nov 23              |
| 12/11/2023 | 867120  | Western Heritage Center  | Planning       | \$ 1,520.00  | NOV23 WHC-YHPB Thinglink & Staff Hours                |
| 12/11/2023 | 867122  | Wharton Asphalt          | St Maint Dist  | \$ 26,561.73 | Retainage Release 1 FINAL                             |
| 12/11/2023 | 867122  | Wharton Asphalt          | CDBG           | \$ 52,643.00 | WO 23-37 Comanche Park Paving CDBG Project            |
| 12/11/2023 | 867128  | Yellowstone Valley Elec  | Solid Waste    | \$ 3,967.92  | Electricity Service Landfill. 10/01/2023 - 11/01/2023 |

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Cemetery Code Changes  
**Presented by:** Brandon Schmidt  
**Department:** Parks/Rec/Public Lands  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council, after holding a public hearing and considering public comment, make a motion to approve the ordinance, revising city code article 8-300 and repealing ordinance 03-5240.

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

Presented the following change recommendations to the Park Board on December 13th. Park Board recommended approval of the proposed changes.

**Section 8-304 -- Lot Conveyances**

Reads -- The mayor is authorized and empowered to execute on behalf of the city... to receive applications for, and to issue burial permits

Recommend -- The city administrator or his/her designee is authorized to receive applications for, and to issue burial permits

Justification - Current process of scheduling/conducting a burial does not include attaining the Mayor's approval. Adding this step is unnecessary and would delay providing services to the community. Recommend assigning this task to the city administrator or designee.

**Section 8-312 -- Advertisements**

Reads -- No advertisement or marketing of products in any form shall be permitted within the cemetery.

Recommend - Advertisement or marketing of products shall be permitted within the cemetery office and at information kiosks. The cemetery may display marketing material for products and services provided by the cemetery on cemetery common grounds. During special events, the cemetery supervisor may authorize marketing material on cemetery common grounds.

Justification - Change would allow the cemetery to sell advertising space to businesses that provide funeral and monument services. During special events would allow event sponsors to display promotional material.

**Section 8-320 -- Multiple Burials**

Reads - ... Only one cremated remains may be buried in a grave in the cremation section of the cemetery.

Recommend adding - (c) A maximum total of two (2) cremated remains may be buried in a grave marked for cremation only, outside the cremation section.

Justification - Several sites have been identified in which a grave was not plotted because it would not fit a casket. These sites are suitable as cremation graves and can accommodate the interment of two (2) cremated remains.

**Section 8-325 -- Flower Receptacles**

Reads --

(a) All ground level receptacles shall be standard, furnished and installed by the city at cost.

(c) Only one (1) receptacle per grave shall be allowed.

Recommend --

(a) All ground level receptacles shall be standard, furnished and installed by the city.

(c) Only one (1) receptacle per grave shall be allowed, and shall be placed at the head of the grave.

Justification --

(a) Allows the cemetery to charge market value

(c) As currently written, a flower receptacle can be placed anywhere on the grave. This makes maintenance more difficult, in that it requires staff to weave in-between receptacles.

**Section 8-326 -- Ground Level Flowers**

Reads -- No artificial or manmade flowers shall be allowed in ground-level flower containers or allowed to be set or laid on the ground in the cemetery from October 15<sup>th</sup> through May 15<sup>th</sup> with the exception of holiday decorations. Ground-level, holiday grave decorations shall be allowed three (3) days before and three (3) days after the holiday. Christmas decorations are

allowed from December 15<sup>th</sup> through the first week of the New Year.

Recommend --

(a) Ground level flowers/decorations are only allowed in city-furnished flower receptacles. Any inappropriately placed ground level flowers/decorations will be removed and discarded by the city.

(b) Ground-level flower receptacles are not to be used from October 15<sup>th</sup> through May 15<sup>th</sup>.

(c) Exception to subsections (a) and (b) is granted for cultural holiday decorations. This includes birthdays, date of death, and anniversaries, provided they are clearly marked on the monument. Ground-level, holiday grave decorations shall be allowed three (3) days

before and three (3) days after the holiday.

(d) Christmas decorations are allowed from the day after Thanksgiving through the first week of the New Year.

(e) Memorial Day decorations are allowed from May 15<sup>th</sup> up until the first Monday following Memorial Day. Memorial Day decorations in the cemetery's Veteran's section are allowed until June 7<sup>th</sup>.

Justification -- Current wording is confusing and doesn't accurately convey its intent.

(a) Ground level flowers are only allowed in cemetery provided flower receptacles. If the community were allowed to place flowers anywhere, staff would not be able to efficiently care for the cemetery, and we would not be able to maintain the standards that the

community expects.

(b) Use of ground level flower receptacles is not allowed in the winter months. They are likely to get concealed by snow and create a tripping hazard or cause damage/be damaged by equipment used in the preparation of burials.

(c) Further clarifies "holiday"

(d) Expands the window for Christmas decorations due to the tradition of decorating on Thanksgiving weekend.

(e) Memorial Day is not addressed in the current code

### **Section 8-331 -- Monument Regulations**

Reads -- (b) All upright monuments and flat grave markers shall be of natural granite except those specified by the federal government in the veteran sections. No bronze plaques or metal plates shall be attached to the natural granite.

Recommend -- Remove "No bronze plaques or metal plates shall be attached to the natural granite." from (b), and add

(c) Bronze plaques may be attached to granite markers, provided they are affixed to the marker with metal studs.

Placement of any bronze plaque shall be completed by a bonded monument company after receiving a monument permit from the cemetery supervisor.

The city is not responsible for any damage to a marker while attaching a plaque or any lost or stolen plaques.

Justification - The specific request to the city, was to allow VA furnished medallions to be attached to grave markers, as many other cemeteries allow. If we are to allow VA medallions, I believe the proper thing to do is allow anyone to place a medallion or plaque on a marker, provided it is installed in accordance with the recommended method.

### **Section 8-334(a) -- Miscellaneous Provisions**

Reads -- (a) All caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.

Recommend -- (a) Vault-less burials are allowed for an additional charge, provided the deceased is wrapped in a shroud, or placed in a cardboard or wicker casket. All other caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.

Justification -- Allows community members to have a "Green Burial" if they desire.

### **Section 8-334(h) -- Miscellaneous Provisions**

Reads -- (h) The normal cemetery business hours for burial are from 9:00 a.m. to 4:00 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 4:00 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.

Recommend -- (h) The normal cemetery business hours for burial are from 9:00 a.m. to 3:00 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 3:00 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.

Justification - If a service starts at 4:00 PM, staff will likely not be done closing the grave until 5:30 PM or later. A casket burial requires two (2) staff members to be present. Therefore, during staff's summer schedule, this would require a minimum of two (2) hours of overtime, or during their winter schedule, four (4) hours of overtime.

## **ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

## FISCAL EFFECTS

None

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## Attachments

Current Cemetery Code

Recommended changes\_clean copy

City Code Presentation

Cemetery Code Changes\_Track Changes

## Chapter 8 CEMETERIES<sup>1</sup>

### **ARTICLE 8-300. CEMETERY RULES AND REGULATIONS<sup>2</sup>**

#### **Sec. 8-301. Cemetery defined.**

The word "cemetery," as used in this article, shall mean the Mountview and Billings Cemeteries.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

#### **Sec. 8-302. Perpetual care fund.**

- (a) The city shall set aside thirty-five (35) percent of all money received from all graves or niches sold in the cemetery, which sum shall constitute the "perpetual care fund." The perpetual care fund shall remain forever intact and shall be invested in savings or time deposits in a state or nationally chartered bank insured by the FDIC or in municipal, state or federal government bonds. Only the income from such investments shall be used for the maintenance of the cemetery and the uniform care of all lots therein, and the city shall expend that income, or so much thereof as is necessary, for the uniform, perpetual care and maintenance of the cemetery. It shall be the duty of the city council to make such investments in accordance herewith as they may deem proper. No part of the principal of the fund may be expended in any manner and it shall be kept invested as required by this section.
- (b) The city is authorized to accept funds to be held in trust for any purpose designated by the trust. If the donor of any such fund does not provide otherwise, such funds will become a part of the perpetual care fund. Should funds be donated for a special purpose or special care of any particular lot in the cemetery, then the funds will be kept as separate funds and the income therefrom expended in accordance with the terms on which funds were donated and received.
- (c) The city may, in its discretion, apply towards the care of the cemetery any proceeds from cemetery lot sales that accrue and remain after the perpetual care fund has received thirty-five (35) percent as provided in subsection (a).

(Ord. No. 03-5240, §§ 1, 2, 3-10-03; Ord. No. 12-5551, § 1, 3-26-12)

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<sup>1</sup>Cross reference(s)—Parks, recreation and cemetery board, § 2-511 et seq.; health and sanitation, Ch. 15; streets, sidewalks and other public places, Ch. 22.

State law reference(s)—Cemetery associations, MCA 35-20-101 et seq.; mausoleum-columbarium authorities, MCA 35-21-101 et seq.

<sup>2</sup>Editor's note(s)—Ord. No. 03-5240, §§ 1, 2, adopted March 10, 2003, repealed and reenacted article 8-300 to read as herein set out. Formerly, article 8-300 pertained to similar subject matter and derived from Ord. No. 01-5169, §§ 1, 2, adopted August 27, 2001.

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### **Sec. 8-303. Perpetual trust for family lots.**

To prevent relatives from disposing of their family lots, and disinterring the bodies therein, lot owners may re-convey their lots to the city to be held in perpetual trust for their permanent interment and for the interment of such other persons as the lot owners may designate.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-304. Lot conveyances.**

The mayor is authorized and empowered to execute on behalf of the city, contracts for the sale of lots, or portions of lots, in the cemetery, and to issue deeds of the city to lots, or portions of lots, located in such cemetery upon payment of the purchase price therefore; to accept on behalf of the city notes of purchasers of lots located in such cemetery in payment of the purchase price thereof; and, to receive applications for, and to issue burial permits for, the interment of the dead in the cemetery; provided, that any conveyance made by such officers shall be subject to the provisions of this article.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-305. Covenants to run with burial lots.**

The covenants, rights, limitations and obligations set forth in the conveyance of lots in the cemetery, together with the provisions of this article, are declared to be covenants running with the land, and shall be binding upon all present and future owners of burial lots in the cemetery.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-306. Rules and regulations.**

The city administrator or his/her designee shall promulgate and publish rules and regulations for administration, operation, maintenance and control of activities relating to and within the city-owned cemetery.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-307. Right of passage.**

The owners of lots shall have the right of passage therein under such rules and regulations as the city may from time to time establish for persons, animals and vehicles, over driveways and walkways for ingress and egress to their respective lots.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-308. Visitors.**

Visitors shall be admitted to the cemetery during open hours, but must keep to the walks and drives and shall not cross over, occupy or otherwise trespass upon any lot not their own.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

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**Sec. 8-309. Use of lots.**

Lots are sold for no other purpose than for the burial of human dead, and such incidental uses that are suitable and proper for a cemetery lot.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-310. Who may be interred.**

All interments in lots shall be restricted to members of the immediate family or relatives of the owner unless permission otherwise is obtained from the city.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-311. Transfer of lots.**

No assignment or transfer of lots shall be valid without the prior consent of the city endorsed upon such transfer or assignment and entered on record by the city. Additionally, all cemetery lot owners who wish to sell their lots or portions of their lots must sell them to the city for the same price for which it was originally purchased.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-312. Advertisements.**

No advertisement or marketing of products in any form shall be permitted within the cemetery.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-313. Joint ownership.**

The city shall not give joint deeds to lots sold. Persons owning lots in partnership may agree among themselves as to the parts of lots to be used by each, but the city will not be delegated to enforce such agreements.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-314. Dividing lines.**

When more than one (1) person claims an interest in a lot no visible dividing line shall be allowed.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-315. Hire of space prohibited.**

No lot owner shall have a body interred in the owner's lot for a remuneration, sale or hire of space.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

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**Sec. 8-316. Removal for nonpayment.**

Should there be an interment on a lot on which the payments have not been made as per the terms of contract, the city reserves the right to disinter the remains and remove them, together with any monument or other structure thereon, to some other portion of the cemetery equal in price to the amount paid on such lot after the actual cost of removal has been deducted.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-317. Devolution of lots.**

When a lot owner dies intestate, the lot shall pass to the heirs recognized by the laws of the state.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-318. Proof of ownership required.**

It shall be the duty of the heirs or devisees to file with the city full proof of the ownership upon death of the owner of any lot. The city may not allow interment to take place until such proof is given.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-319. Orders for interment and disinterment.**

- (a) Orders for interment and disinterment must be made in writing by the lot owner upon proper forms furnished by the city before a grave will be opened.
- (b) If the original owner is dead and there are two (2) or more legal heirs, the order must be signed by all legal heirs.
- (c) If the lot is owned by a lodge, society or any organization, the order must be signed by an officer having proper authority to act.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-320. Multiple burials.**

Burials of two (2) human remains in the same casket shall not be allowed except when the remains of the bodies can be placed in one (1) outer burial container approved by the city. A maximum total of three (3) persons may be buried in a single, traditional grave if at least two (2) of the remains are cremated. Only one cremated remains may be buried in a grave in the cremation section of the cemetery.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-321. Cement, walks, trinkets.**

Gravel, stone, brick or cement of any kind, or artificial walks, shall not be allowed upon the lots, nor will any boxes, shells, trinkets, toys and the like be permitted on such lots.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

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**Sec. 8-322. Fencing and enclosures prohibited.**

- (a) Fencing, coping or enclosures of any nature whatsoever shall not be allowed upon the lots or graves, except those copings and fences which were erected in the Billings Cemetery before the Mountview Cemetery was established.
- (b) Fencing, coping and curbing that exists in the oldest part of the cemetery which has deteriorated through neglect or wear to the point of being a hazard or which detracts from the overall condition or appearance of the cemetery, may be condemned and removed by the city, after attempting to contact the property owner. These items may be removed if they are a hindrance to the care and maintenance of the cemetery.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-323. City to mark lots.**

All lots shall be marked and put in order by the city.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-324. Mounds prohibited.**

Elevated lots or grave mounds shall not be allowed.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-325. Flower receptacles.**

- (a) All ground level receptacles shall be standard, furnished and installed by the city at cost.
- (b) A flower receptacle will be placed in a marker or monument foundation as per city specifications.
- (c) Only one (1) receptacle per grave shall be allowed.
- (d) All flower receptacles and containers creating a safety hazard may be condemned and removed by city.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-326. Ground level flowers.**

No artificial or manmade flowers shall be allowed in ground-level flower containers or allowed to be set or laid on the ground in the cemetery from October 15<sup>th</sup> through May 15<sup>th</sup> with the exception of holiday decorations. Ground-level, holiday grave decorations shall be allowed three (3) days before and three (3) days after the holiday. Christmas decorations are allowed from December 15<sup>th</sup> through the first week of the New Year.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

**Sec. 8-327. Injuring plants prohibited.**

Picking the flowers, breaking or injuring trees or plants or any other property within the cemetery is prohibited.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

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### **Sec. 8-328. Cemetery traffic**

Posted speed limit in the cemetery is fifteen (15) miles per hour. Faster driving will not be allowed. Vehicles must remain on designated roads within the cemetery. Parking is allowed on any of the roads within the cemetery.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-329. Picnics and unattended children prohibited.**

Children, unless accompanied by an adult, shall not be admitted to the grounds. Picnic parties are prohibited.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-330. Dogs prohibited.**

Dogs shall not be admitted to the grounds of the cemetery, except upon a leash and shall be kept on the roadways only.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03)

### **Sec. 8-331. Monument regulations.**

- (a) Only one (1) upright monument shall be erected at the head end of the graves so that the monument is centered on two (2) or more graves. The upright monument shall be not less than twenty-eight (28) inches in height or exceed forty-two (42) inches in height. All other grave markers shall be placed flush with the ground surface.
- (b) All upright monuments and flat grave markers shall be of natural granite except those specified by the federal government in the veteran sections. No bronze plaques or metal plates shall be attached to the natural granite.
- (c) All upright monuments shall have a foundation of concrete that is thirty (30) inches deep and eight (8) inches wider on each side than the dimensions of the base of the monument. All flat grave markers shall have a foundation of concrete that is twenty-four (24) inches deep, and eight (8) inches wider than the dimensions of the stone. Where there is to be a flower container set in the foundation, the side of the stone that the flower container is to be set, the foundation collar shall extend thirteen (13) inches from the stone, and seven (7) inches deep. The base of the upright monument or the flat grave marker shall be wet set into the concrete foundation.
- (d) In the cremation section only flat markers shall be used. In a single cremation grave the stone itself can only measure eight (8) inches by sixteen (16) inches. Double cremation graves may have a twelve-inch (12) by twenty-four inch (24) stone centered on the graves. The foundations for the markers shall be twelve (12) inches deep and surround the stone so that the stone has an eight-inch (8) border on three sides and a thirteen-inch (13) border on the side where the flower container is placed.
- (e) In the baby sections only flat markers shall be used. Because all of the graves are single gravesites and the graves smaller than the traditional grave, the largest flat stone that can be used in the baby section is ten (10) inches by twenty (20) inches or smaller. At no time can the foundation of the stone run over the grave boundary to its neighboring gravesite.
- (f) Mausoleums and vaults above ground may be erected only with the consent of the city after all plans and materials have been approved by the city.

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- (g) All work must be under the inspection of the city and completed as rapidly as possible. Materials not used must be removed as the work is completed.
  - (h) No materials of any kind shall be received after noon on Saturdays.
  - (i) Any person desiring to set a monument or marker or build a foundation for that purpose or modify an existing stone, must, before commencing such work, obtain from the cemetery office a permit authorizing such construction. The cemetery office shall not issue a permit required by this division until the applicant has obtained a business license and furnish to the city a surety bond in the amount of \$10,000.00 dollars, which shall be held by the city as a guarantee that the work will be done in a satisfactory manner. The bond shall provide that the applicant will in good faith perform all that the city requires. Continuation certificates to renew the surety bond will not be accepted. Such bond shall be filed with the city clerk. The city shall determine whether or not a monument or foundation has been satisfactorily constructed and set.
  - (j) Any person desiring to set a monument or marker or build a foundation for that purpose, shall have all the necessary tools and equipment that are recognized by the monument setting industry.
  - (k) In setting a monument or marker or building a foundation, the contractor shall be liable for any damage to other people's property or to general appearance of the cemetery. The contractor shall be responsible for leaving the cemetery in the same general condition as it was before setting the stone.
  - (l) Nothing herein shall be construed in any manner to limit the liability of any person engaged in the business of setting monuments or markers, or building foundations for them, for damages in excess of the amount required by the surety bond, nor shall the surety bond be construed to limit the right of any individual who has been damaged by any setting of a monument or marker of building a foundation from bringing an action without regard to the conditions of this provision.
  - (m) Monuments and markers are personal property and therefore the responsibility of the grave owner. It is the responsibility of the grave owner to notify the cemetery of any change in mailing address or ownership of the grave so that the cemetery can contact them. Notice sent to an owner at the last address on file in the cemetery office shall be considered sufficient and proper legal notification. The monument permit must have the name and address of the person ordering the stone.
  - (n) In the event that the owners of a monument cannot be contacted, the city or their agents may modify monuments within the cemetery that present a public safety hazard or detract from the overall appearance of the cemetery.
  - (o) The city or their agents shall not be held liable if a monument in danger of falling is damaged in the process of modifying the stone to correct the safety hazard.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03; Ord. No. 12-5551, § 2, 3-26-12)

### **Sec. 8-332. Grave regulations.**

- (a) Single infant graves shall be sold only for immediate use.
- (b) No markers or flowers shall be allowed in the walks between the graves.
- (c) All graves shall be sold for cash before burial can occur.
- (d) The space between the graves shall remain the property of the city.
- (e) If a body is disinterred from a grave in the single section, the ownership of that grave reverts back to the city.
- (f) All markers for single graves shall be flush with the ground and not more than two (2) feet long and one (1) foot wide.
- (g) No monument or other grave marker shall be placed or erected on a grave until that grave is paid for in full.

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(h) No slab, coping, curbing, hedging or enclosure of any nature shall be permitted on any grave.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03; Ord. No. 12-5551, § 3, 3-26-12)

**Sec. 8-333. Dedication and special rules for veteran memorial plot.**

- (a) The grave spaces in the memorial lot of the cemetery are reserved and dedicated to the sole use and purpose of burying the bodies or cremains of veterans and ex-veterans of past and future wars of the United States, subject to the conditions hereinafter specified. Persons to be buried in the veteran memorial plot must be an honorable discharged wartime veteran residing in the city at the time of death.
- (b) No charge shall be made for the privilege of using the grave spaces named in subsection (a), nor for any care or maintenance thereon, except that the usual charges for opening and closing graves, curbing and flower containers shall be paid therefore in the manner prescribed.
- (c) All rules and regulations prescribed by the city governing the use and care of the cemetery shall be observed by all parties interested in the use of the veterans' memorial plot for burial with the following exceptions:
  - (1) No grave marker shall be installed in this plot, except upright marble type supplied by the United States government.
  - (2) All burials shall be made in the spaces in consecutive order as designated by the city.
  - (3) The circular park adjoining the veterans' memorial plot may be used by such parties or organizations as are interested in the care and development of the veterans' memorial plot for the installations of a suitable flag staff, instruments of warfare, implements, memorial monuments or other decorations upon the approval of the city.
  - (4) The cremains of up to two of the immediate family members of a veteran who is already buried in the veterans' memorial plot may be buried on that veteran's grave.
  - (5) If there is room for additional memorialization on the upright marble VA stone, the spouse of the buried veteran may be memorialized on said stone at the family's expense.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03; Ord. No. 04-5266, § 1, 2-23-04; Ord. No. 14-5620, § 1, 4-28-14)

**Sec. 8-334. Miscellaneous provisions.**

- (a) All caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.
- (b) Installation of sectional liners shall be not allowed.
- (c) Infants may be buried in the casket-vault combination.
- (d) U. S. Government specified concrete domes are allowed.
- (e) Outer burial containers sold by other cemeteries are not allowed in the city cemetery.
- (f) All graves and niches sale price shall include a thirty-five (35) per cent perpetual care cost. Prices for all crypts and niches in the Landmarks Mausoleum shall be maintained and obtained at the cemetery office. All cemetery fees and prices for graves and niches in the cemetery proper shall be established by city council resolution.
- (g) Opening, closing and setup for any burial shall include a lowering device for a full size casket or stand for a baby casket or urn, artificial turf, chairs and tent. A discount shall be issued, except in the mausoleum, when a tent is impractical to set up.

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(h) The normal cemetery business hours for burial are from 9:00 a.m. to 4:00 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 4:00 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.

(Ord. No. 03-5240, §§ 1, 2, 3-10-03; Ord. No. 12-5551, § 4, 3-26-12)

ORDINANCE 22-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 8-  
300 AND REPEALING ORDINANCE 03-5240**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1.** That Article 8-300 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such article shall read as follows:

**ARTICLE 8-300. - CEMETERY RULES AND REGULATIONS**

**Sec. 8-301. - Cemetery defined.**

The word "cemetery," as used in this article, shall mean the Mountview and Billings Cemeteries.

**Sec. 8-302. - Perpetual care fund.**

(a) The city shall set aside thirty-five (35) percent of all money received from all graves or niches sold in the cemetery, which sum shall constitute the "perpetual care fund." The perpetual care fund shall remain forever intact and shall be invested in savings or time deposits in a state or nationally chartered bank insured by the FDIC or in municipal, state or federal government bonds. Only the income from such investments shall be used for the maintenance of the cemetery and the uniform care of all lots therein, and the city shall expend that income, or so much thereof as is necessary, for the uniform, perpetual care and maintenance of the cemetery. It shall be the duty of the city council to make such investments in accordance herewith as they may deem proper. No part of the principal of the fund may be expended in any manner and it shall be kept invested as required by this section.

(b) The city is authorized to accept funds to be held in trust for any purpose designated by the trust. If the donor of any such fund does not provide otherwise, such funds will become a part of the perpetual care fund. Should funds be donated for a special purpose or special care of any particular lot in the cemetery, then the funds will be kept as separate funds and the income therefrom expended in accordance with the terms on which funds were donated and received.

(c) The city may, in its discretion, apply towards the care of the cemetery any proceeds from cemetery lot sales that accrue and remain after the perpetual care fund has received thirty-five (35) percent as provided in subsection (a).

**Sec. 8-303. - Perpetual trust for family lots.**

To prevent relatives from disposing of their family lots, and disinterring the bodies therein, lot owners may re-convey their lots to the city to be held in perpetual trust for their permanent interment and for the interment of such other persons as the lot owners may designate.

**Sec. 8-304. - Lot conveyances.**

The mayor is authorized and empowered to execute on behalf of the city, contracts for the sale of lots, or portions of lots, in the cemetery, and to issue deeds of the city to lots, or portions of lots, located in such cemetery upon payment of the purchase price therefore; to accept on behalf of the city notes of purchasers of lots located in such cemetery in payment of the purchase price thereof. The city administrator or his/her designee is authorized to receive applications for, and to issue burial permits for, the interment of the dead in the cemetery; provided, that any conveyance made by such officers shall be subject to the provisions of this article.

**Sec. 8-305. - Covenants to run with burial lots.**

The covenants, rights, limitations and obligations set forth in the conveyance of lots in the cemetery, together with the provisions of this article, are declared to be covenants running with the land, and shall be binding upon all present and future owners of burial lots in the cemetery.

**Sec. 8-306. - Rules and regulations.**

The city administrator or his/her designee shall promulgate and publish rules and regulations for administration, operation, maintenance and control of activities relating to and within the city-owned cemetery.

**Sec. 8-307. - Right of passage.**

The owners of lots shall have the right of passage therein under such rules and regulations as the city may from time to time establish for persons, animals and vehicles, over driveways and walkways for ingress and egress to their respective lots.

**Sec. 8-308. - Visitors.**

Visitors shall be admitted to the cemetery during open hours, but must keep to the walks and drives and shall not cross over, occupy or otherwise trespass upon any lot not their own.

**Sec. 8-309. - Use of lots.**

Lots are sold for no other purpose than for the burial of human dead, and such incidental uses that are suitable and proper for a cemetery lot.

**Sec. 8-310. - Who may be interred.**

All interments in lots shall be restricted to members of the immediate family or relatives of the owner unless permission otherwise is obtained from the city.

**Sec. 8-311. - Transfer of lots.**

No assignment or transfer of lots shall be valid without the prior consent of the city endorsed upon such transfer or assignment and entered on record by the city. Additionally, all cemetery lot owners who wish to sell their lots or portions of their lots must sell them to the city for the same price for which it was originally purchased.

**Sec. 8-312. - Advertisements.**

Advertisement or marketing of products shall be permitted within the cemetery office and at information kiosks. The cemetery may display marketing material for products and services provided by the cemetery on cemetery common grounds. During special events the cemetery supervisor may authorize marketing material on cemetery common grounds.

**Sec. 8-313. - Joint ownership.**

The city shall not give joint deeds to lots sold. Persons owning lots in partnership may agree among themselves as to the parts of lots to be used by each, but the city will not be delegated to enforce such agreements.

**Sec. 8-314. – Dividing lines.**

When more than one (1) person claims an interest in a lot no visible dividing line shall be allowed.

**Sec. 8-315. - Hire of space prohibited.**

No lot owner shall have a body interred in the owner's lot for a remuneration, sale or hire of space.

**Sec. 8-316. - Removal for nonpayment.**

Should there be an interment on a lot on which the payments have not been made as per the terms of contract, the city reserves the right to disinter the remains and remove them, together with any monument or other structure thereon, to some other portion of the cemetery equal in price to the amount paid on such lot after the actual cost of removal has been deducted.

**Sec. 8-317. - Devolution of lots.**

When a lot owner dies intestate, the lot shall pass to the heirs recognized by the laws of the state.

**Sec. 8-318. - Proof of ownership required.**

It shall be the duty of the heirs or devisees to file with the city full proof of the ownership upon death of the owner of any lot. The city may not allow interment to take place until such proof is given.

**Sec. 8-319. - Orders for interment and disinterment.**

(a) Orders for interment and disinterment must be made in writing by the lot owner upon proper forms furnished by the city before a grave will be opened.

(b) If the original owner is dead and there are two (2) or more legal heirs, the order must be signed by all legal heirs.

(c) If the lot is owned by a lodge, society or any organization, the order must be signed by an officer having proper authority to act.

**Sec. 8-320. - Multiple burials.**

(a) Burials of two (2) human remains in the same casket shall not be allowed except when the remains of the bodies can be placed in one (1) outer burial container approved by the city.

(b) A maximum total of three (3) persons may be buried in a single, traditional grave if at least two (2) of the remains are cremated.

(c) A maximum total of two (2) cremated remains may be buried in a grave marked for cremation only, outside of the cremation section.

(d) Only one (1) cremated remains may be buried in a grave in the cremation section of the cemetery.

**Sec. 8-321. - Cement, walks, trinkets.**

Gravel, stone, brick or cement of any kind, or artificial walks, shall not be allowed upon the lots, nor will any boxes, shells, trinkets, toys and the like be permitted on such lots.

**Sec. 8-322. - Fencing and enclosures prohibited.**

(a) Fencing, coping or enclosures of any nature whatsoever shall not be allowed upon the lots or graves, except those copings and fences which were erected in the Billings Cemetery before the Mountview Cemetery was established.

(b) Fencing, coping and curbing that exists in the oldest part of the cemetery which has deteriorated through neglect or wear to the point of being a hazard or which detracts from the overall condition or appearance of the cemetery, may be condemned and removed by the city, after attempting to contact the property owner. These items may be removed if they are a hindrance to the care and maintenance of the cemetery.

**Sec. 8-323. - City to mark lots.**

All lots shall be marked and put in order by the city.

**Sec. 8-324. - Mounds prohibited.**

Elevated lots or grave mounds shall not be allowed.

**Sec. 8-325. - Flower receptacles.**

(a) All ground level receptacles shall be standard, furnished and installed by the city.

(b) A flower receptacle will be placed in a marker or monument foundation as per city specifications.

(c) Only one (1) receptacle per grave shall be allowed, and shall be placed at the head of the grave.

(d) All flower receptacles and containers creating a safety hazard may be condemned and removed by city.

**Sec. 8-326. - Ground level flowers.**

(a) Ground level flowers/decorations are only allowed in city furnished flower receptacles. Any inappropriately placed ground level flowers/decorations will be removed and discarded by the city.

(b) Ground-level flower receptacles are not to be used from October 15<sup>th</sup> through May 15<sup>th</sup>.

(c) Exception to subsections (a) and (b) is granted for cultural holiday decorations. This includes birthdays, date of death, and anniversaries, provided they are clearly marked on the monument. Ground-level, holiday grave decorations shall be allowed three (3) days before and three (3) days after the holiday.

(d) Christmas decorations are allowed from the day after Thanksgiving through the first week of the New Year.

(e) Memorial Day decorations are allowed from May 15<sup>th</sup> up until the first Monday following Memorial Day. Memorial Day decorations in the cemetery's Veteran's section are allowed until June 7<sup>th</sup>.

**Sec. 8-327. - Injuring plants prohibited.**

Picking the flowers, breaking or injuring trees or plants or any other property within the cemetery is prohibited.

**8-328. - Cemetery traffic.**

Posted speed limit in the cemetery is fifteen (15) miles per hour. Faster driving will not be allowed. Vehicles must remain on designated roads within the cemetery. Parking is allowed on any of the roads within the cemetery.

**Sec. 8-329. - Picnics and unattended children prohibited.**

Children, unless accompanied by an adult, shall not be admitted to the grounds. Picnic parties are prohibited.

**Sec. 8-330. - Dogs prohibited.**

Dogs shall not be admitted to the grounds of the cemetery, except upon a leash and shall be kept on the roadways only

**Sec. 8-331. - Monument regulations.**

(a) Only one (1) upright monument shall be erected at the head end of the graves so that the monument is centered on two (2) or more graves. The upright monument shall be not less than twenty-eight (28) inches in height or exceed forty-two (42) inches in height. All other grave markers shall be placed flush with the ground surface.

(b) All upright monuments and flat grave markers shall be of natural granite except those specified by the federal government in the veteran sections.

(c) Bronze plaques may be attached to granite markers, provided they are affixed to the marker with metal studs. Placement of any bronze plaque shall be completed by a bonded monument company after receiving a monument permit from the cemetery supervisor. The city is not responsible for any damage to a marker while attaching a plaque or any lost or stolen plaques.

(d) All upright monuments shall have a foundation of concrete that is thirty (30) inches deep and eight (8) inches wider on each side than the dimensions of the base of the monument. All flat grave markers shall have a foundation of concrete that is twenty-four (24) inches deep, and eight (8) inches wider than the dimensions of the stone. Where there is to be a flower container set in the foundation, the side of the stone that the flower container is to be set, the foundation collar shall extend thirteen (13) inches from the stone, and seven (7) inches deep. The base of the upright monument or the flat grave marker shall be wet set into the concrete foundation.

(e) In the cremation section only flat markers shall be used. In a single cremation grave the stone itself can only measure eight (8) inches by sixteen (16) inches. Double cremation graves may have a twelve-inch (12) by twenty-four inch (24) stone centered on the graves. The foundations for the markers shall be twelve (12) inches deep and surround the stone so that the stone has an eight-inch (8) border on three sides and a thirteen-inch (13) border on the side where the flower container is placed.

(f) In the baby sections only flat markers shall be used. Because all of the graves are single gravesites and the graves smaller than the traditional grave, the largest flat stone that can be used in the baby section is ten (10) inches by twenty (20) inches or smaller. At no time can the foundation of the stone run over the grave boundary to its neighboring gravesite.

(g) Mausoleums and vaults above ground may be erected only with the consent of the city after all plans and materials have been approved by the city.

(h) All work must be under the inspection of the city and completed as rapidly as possible. Materials not used must be removed as the work is completed.

(i) No materials of any kind shall be received after noon on Saturdays.

(j) Any person desiring to set a monument or marker or build a foundation for that purpose or modify an existing stone, must, before commencing such work, obtain from the cemetery office a permit authorizing such construction. The cemetery office shall not issue a permit required by this division until the applicant has obtained a business license and furnish to the city a surety bond in the amount of \$10,000.00 dollars, which shall be held by the city as a guarantee that the work will be done in a satisfactory manner. The bond shall provide that the applicant will in good faith perform all that the city requires. Continuation certificates to renew the surety bond will not be accepted. Such bond shall be filed with the city clerk. The city shall determine whether or not a monument or foundation has been satisfactorily constructed and set.

(k) Any person desiring to set a monument or marker or build a foundation for that purpose, shall have all the necessary tools and equipment that are recognized by the monument setting industry.

(l) In setting a monument or marker or building a foundation, the contractor shall be liable for any damage to other people's property or to general appearance of the cemetery. The contractor shall be responsible for leaving the cemetery in the same general condition as it was before setting the stone.

(m) Nothing herein shall be construed in any manner to limit the liability of any person engaged in the business of setting monuments or markers, or building foundations for them, for damages in excess of the amount required by the surety bond, nor shall the surety bond be construed to limit the right of any individual who has been damaged by any setting of a monument or marker or building a foundation from bringing an action without regard to the conditions of this provision.

(n) Monuments and markers are personal property and therefore the responsibility of the grave owner. It is the responsibility of the grave owner to notify the cemetery of any change in mailing address or ownership of the grave so that the cemetery can contact

them. Notice sent to an owner at the last address on file in the cemetery office shall be considered sufficient and proper legal notification. The monument permit must have the name and address of the person ordering the stone.

(o) In the event that the owners of a monument cannot be contacted, the city or their agents may modify monuments within the cemetery that present a public safety hazard or detract from the overall appearance of the cemetery.

(p) The city or their agents shall not be held liable if a monument in danger of falling is damaged in the process of modifying the stone to correct the safety hazard.

**Sec. 8-332. - Grave regulations.**

(a) Single infant graves shall be sold only for immediate use.

(b) No markers or flowers shall be allowed in the walks between the graves.

(c) All graves shall be sold for cash before burial can occur.

(d) The space between the graves shall remain the property of the city.

(e) If a body is disinterred from a grave in the single section, the ownership of that grave reverts back to the city.

(f) All markers for single graves shall be flush with the ground and not more than two (2) feet long and one (1) foot wide.

(g) No monument or other grave marker shall be placed or erected on a grave until that grave is paid for in full.

(h) No slab, coping, curbing, hedging or enclosure of any nature shall be permitted on any grave.

**Sec. 8-333. - Dedication and special rules for veteran memorial plot.**

(a) The grave spaces in the memorial lot of the cemetery are reserved and dedicated to the sole use and purpose of burying the bodies or cremains of veterans and ex-veterans of past and future wars of the United States, subject to the conditions hereinafter specified. Persons to be buried in the veteran memorial plot must be an honorable discharged wartime veteran residing in the city at the time of death.

(b) No charge shall be made for the privilege of using the grave spaces named in subsection (a), nor for any care or maintenance thereon, except that the usual charges for opening and closing graves, curbing and flower containers shall be paid therefore in the manner prescribed.

(c) All rules and regulations prescribed by the city governing the use and care of the cemetery shall be observed by all parties interested in the use of the veterans' memorial plot for burial with the following exceptions:

(1) No grave marker shall be installed in this plot, except upright marble type supplied by the United States government.

(2) All burials shall be made in the spaces in consecutive order as designated by the city.

(3) The circular park adjoining the veterans' memorial plot may be used by such parties or organizations as are interested in the care and development of the veterans' memorial plot for the installations of a suitable flag staff, instruments of warfare, implements, memorial monuments or other decorations upon the approval of the city.

(4) The cremains of up to two of the immediate family members of a veteran who is already buried in the veterans' memorial plot may be buried on that veteran's grave.

(5) If there is room for additional memorialization on the upright marble VA stone, the spouse of the buried veteran may be memorialized on said stone at the family's expense.

- **Sec. 8-334. - Miscellaneous provisions.**

(a) Vault-less burials are allowed for an additional charge, provided the deceased is wrapped in a shroud, or placed in a cardboard or wicker casket. All other caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.

(b) Installation of sectional liners shall be not allowed.

(c) Infants may be buried in the casket-vault combination.

(d) U. S. Government specified concrete domes are allowed.

(e) Outer burial containers sold by other cemeteries are not allowed in the city cemetery.

(f) All graves and niches sale price shall include a thirty-five (35) per cent perpetual care cost. Prices for all crypts and niches in the Landmarks Mausoleum shall be maintained and obtained at the cemetery office. All cemetery fees and prices for graves and niches in the cemetery proper shall be established by city council resolution.

(g) Opening, closing and setup for any burial shall include a lowering device for a full size casket or stand for a baby casket or urn, artificial turf, chairs and tent. A discount shall be issued, except in the mausoleum, when a tent is impractical to set up.

(h) The normal cemetery business hours for burial are from 9:00 a.m. to 3:00 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 3:00 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk



# **MOUNTVIEW CEMETERY CODE REVISION**

Brandon Schmidt

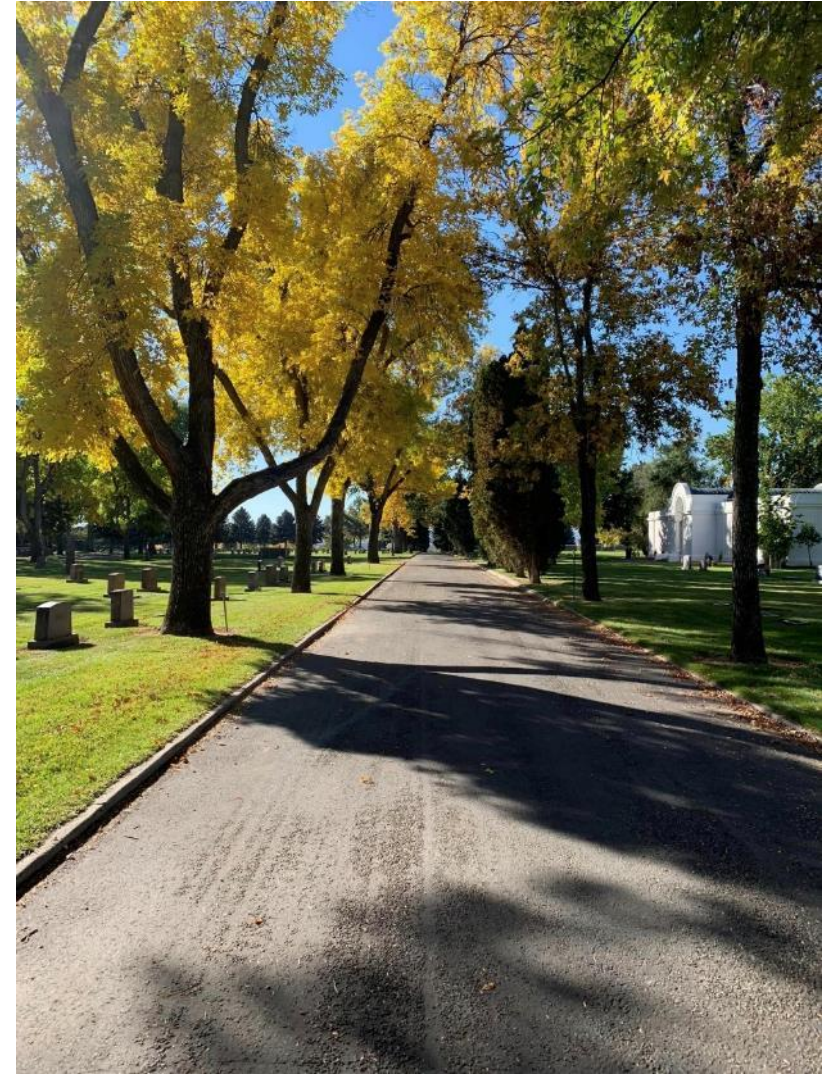
PRPL – Cemetery/Parks Supervisor

**Billings**  
PARKS  
AND RECREATION

# Article 8-300

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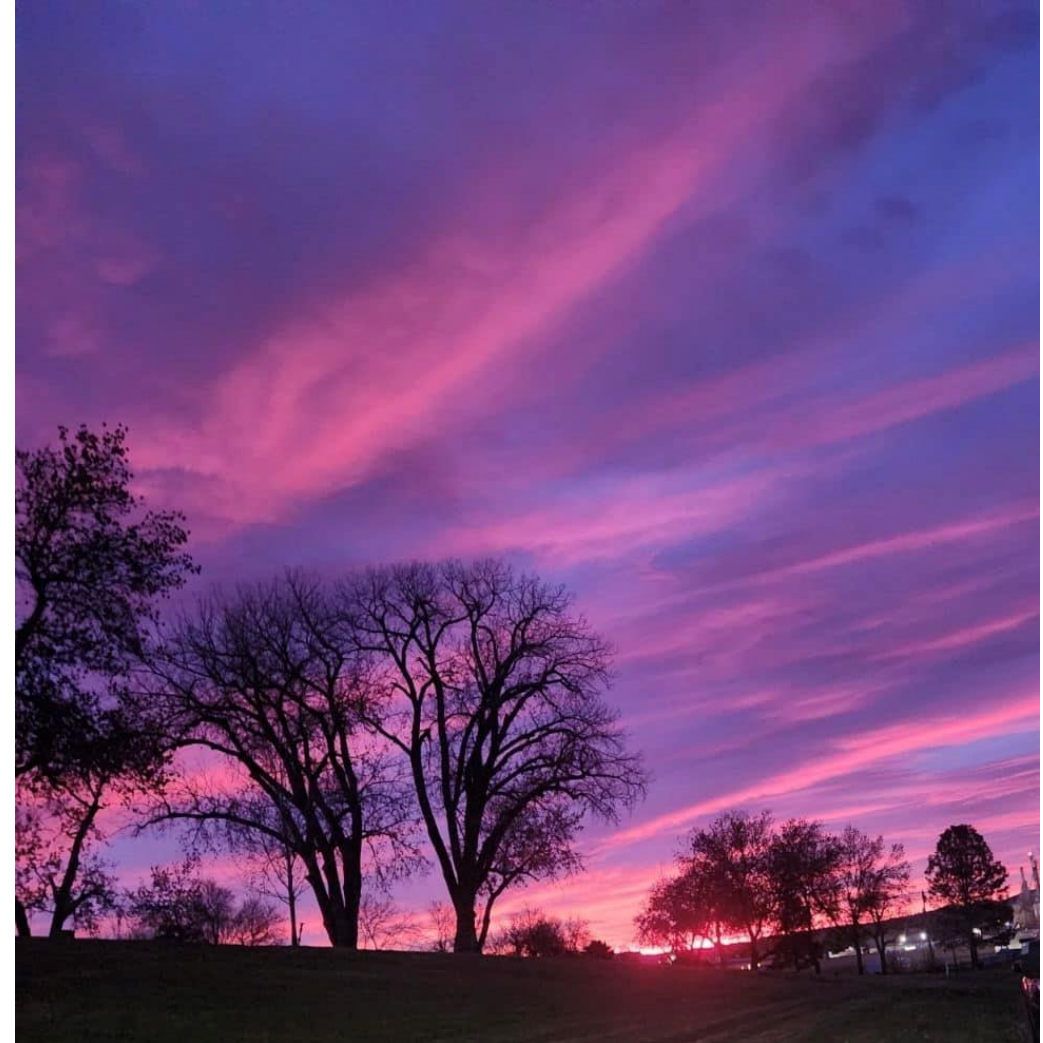
Article 8-300 of Billings City Code pertains to Mountview Cemetery rules and regulations. Last update was in 2003 with ordinance 03-5240.



# Section 8-304 – Lot conveyances

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- Reads – The mayor is authorized and empowered to execute on behalf of the city... to receive applications for, and to issue burial permits
- Recommend – The city administrator or his/her designee is authorized to receive applications for, and to issue burial permits
- Justification - Current process of scheduling/conducting a burial does not include attaining Mayor's approval. Adding this step into the process is unnecessary and would delay providing services to the community . Recommend assigning this task to city administrator or designee.



# Section 8-312 - Advertisements

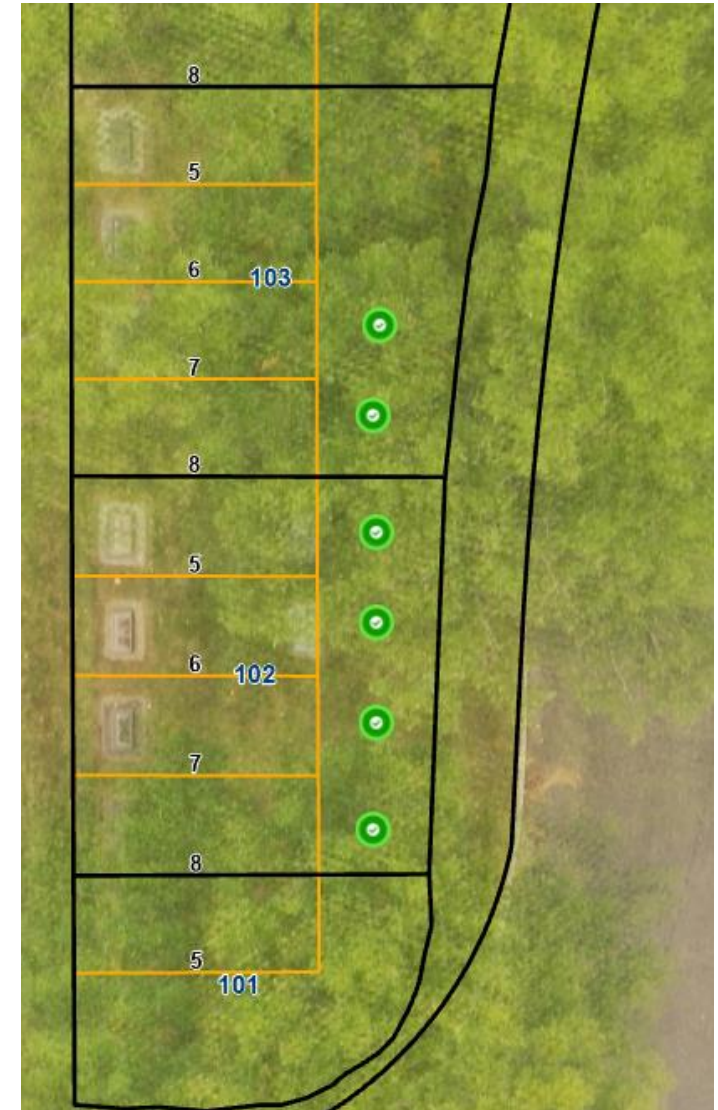
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- Reads – No advertisement or marketing of products in any form shall be permitted within the cemetery.
- Recommend - Advertisement or marketing of products shall be permitted within the cemetery office and at information kiosks. The cemetery may display marketing material for products and services provided by the cemetery, on cemetery common grounds. During special events the cemetery supervisor may authorize marketing material on cemetery common grounds.
- Justification - Change would allow cemetery to sell advertising space to businesses that provide funeral and monument services. During special events would allow event sponsors to display promotional material.



# Section 8-320 – Multiple burials

- Reads - ... Only one cremated remains may be buried in a grave in the cremation section of the cemetery.
- Recommend adding - (c) A maximum total of two (2) cremated remains may be buried in a grave marked for cremation only, outside of the cremation section.
- Justification - Several sites have been identified in which a grave was not plotted because it would not fit a casket. These sites are suitable as cremation graves and can accommodate the interment of two (2) cremated remains.



# Section 8-325 – Flower receptacles

- Reads - (a) All ground level receptacles shall be standard, furnished and installed by the city at cost.  
(c) Only one (1) receptacle per grave shall be allowed.
- Recommend - (a) All ground level receptacles shall be standard, furnished and installed by the city.  
(c) Only one (1) receptacle per grave shall be allowed, and shall be placed at the head of the grave.
- Justification - (a) Allows cemetery to charge market value  
(c) As currently written, a flower receptacle can be placed anywhere on the grave. This makes maintenance more difficult, in that it requires staff to weave in-between receptacles.



# Section 8-326 – Ground level flowers

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- Reads – No artificial or manmade flowers shall be allowed in ground-level flower containers or allowed to be set or laid on the ground in the cemetery from October 15<sup>th</sup> through May 15<sup>th</sup> with the exception of holiday decorations. Ground-level, holiday grave decorations shall be allowed three (3) days before and three (3) days after the holiday. Christmas decorations are allowed from December 15<sup>th</sup> through the first week of the New Year.
- Recommend –
  - (a) Ground level flowers/decorations are only allowed in city furnished flower receptacles. Any inappropriately placed ground level flowers/decorations will be removed and discarded by the city.
  - (b) Ground-level flower receptacles are not to be used from October 15<sup>th</sup> through May 15<sup>th</sup>.
  - (c) Exception to subsections (a) and (b) is granted for cultural holiday decorations. This includes birthdays, date of death, and anniversaries, provided they are clearly marked on the monument. Ground-level, holiday grave decorations shall be allowed three (3) days before and three (3) days after the holiday.
  - (d) Christmas decorations are allowed from the day after Thanksgiving through the first week of the New Year.
  - (e) Memorial Day decorations are allowed from May 15<sup>th</sup> up until the first Monday following Memorial Day. Memorial Day decorations in the cemetery's Veteran's section are allowed until June 7<sup>th</sup>.



# Section 8-326 – Ground level flowers (cont)

- Justification – Current wording is confusing and doesn't accurately convey its intent.
  - (a) Ground level flowers are only allowed in cemetery provided flower receptacles. If the community were allowed to place flowers anywhere, staff would not be able to efficiently care for the cemetery, and we would not be able to maintain the standards that the community expects.
  - (b) Use of ground level flower receptacles are not allowed in the winter months. They are likely to get concealed by snow and create a tripping hazard or cause damage/be damaged by equipment used in the preparation of burials.
  - (c) Further clarifies "holiday"
  - (d) Expands window for Christmas decorations due to the tradition of decorating on Thanksgiving weekend.
  - (e) Memorial Day is not address in the current code



# Section 8-331 – Monument regulations

- Reads – (b) All upright monuments and flat grave markers shall be of natural granite except those specified by the federal government in the veteran sections. No bronze plaques or metal plates shall be attached to the natural granite.
- Recommend – Remove “No bronze plaques or metal plates shall be attached to the natural granite.” from (b), and add  
(c) Bronze plaques may be attached to granite markers, provided they are affixed to the marker with metal studs. Placement of any bronze plaque shall be completed by a bonded monument company after receiving a monument permit from the cemetery supervisor. The city is not responsible for any damage to a marker while attaching a plaque or any lost or stolen plaques.
- Justification - The specific request to the city, was to allow VA furnished medallions to be attached to grave markers, as many other cemetery's allow. If we are to allow VA medallions, I believe the proper thing to do is allow anyone to place a medallion or plaque on a marker, provided it is installed in accordance with recommended method.



# Section 8-334(a) – Miscellaneous provisions

- Reads – (a) All caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.
- Recommend – (a) Vault-less burials are allowed for an additional charge, provided the deceased is wrapped in a shroud, or placed in a cardboard or wicker casket. All other caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.
- Justification – Allows community to have a “Green Burial” if they desire.



# Section 8-334(h) – Miscellaneous provisions

- Reads – (h) The normal cemetery business hours for burial are from 9:00 a.m. to 4:00 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 4:00 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.
- Recommend – (h) The normal cemetery business hours for burial are from 9:00 a.m. to 3:00 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 3:00 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.
- Justification - If a service starts at 4:00 PM, staff will likely not be done closing the grave until 5:30 PM or later. A casket burial requires two (2) staff members to be present, therefore during staff's summer schedule this would require a minimum of two (2) hours of overtime, or during their winter schedule, four (4) hours of overtime.



# COMMENTS/QUESTIONS

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**ORDINANCE 22-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 8-  
300 AND REPEALING ORDINANCE 03-5240**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1.** That Article 8-300 of the Billings, Montana City Code (BMCC) is amended and renumbered so that such article shall read as follows:

**ARTICLE 8-300. - CEMETERY RULES AND REGULATIONS**

**Sec. 8-301. - Cemetery defined.**

The word "cemetery," as used in this article, shall mean the Mountview and Billings Cemeteries.

**Sec. 8-302. - Perpetual care fund.**

(a) The city shall set aside thirty-five (35) percent of all money received from all graves or niches sold in the cemetery, which sum shall constitute the "perpetual care fund." The perpetual care fund shall remain forever intact and shall be invested in savings or time deposits in a state or nationally chartered bank insured by the FDIC or in municipal, state or federal government bonds. Only the income from such investments shall be used for the maintenance of the cemetery and the uniform care of all lots therein, and the city shall expend that income, or so much thereof as is necessary, for the uniform, perpetual care and maintenance of the cemetery. It shall be the duty of the city council to make such investments in accordance herewith as they may deem proper. No part of the principal of the fund may be expended in any manner and it shall be kept invested as required by this section.

(b) The city is authorized to accept funds to be held in trust for any purpose designated by the trust. If the donor of any such fund does not provide otherwise, such funds will become a part of the perpetual care fund. Should funds be donated for a special purpose or special care of any particular lot in the cemetery, then the funds will be kept as separate funds and the income therefrom expended in accordance with the terms on which funds were donated and received.

(c) The city may, in its discretion, apply towards the care of the cemetery any proceeds from cemetery lot sales that accrue and remain after the perpetual care fund has received thirty-five (35) percent as provided in subsection (a).

**Sec. 8-303. - Perpetual trust for family lots.**

To prevent relatives from disposing of their family lots, and disinterring the bodies therein, lot owners may re-convey their lots to the city to be held in perpetual trust for their permanent interment and for the interment of such other persons as the lot owners may designate.

**Sec. 8-304. - Lot conveyances.**

The mayor is authorized and empowered to execute on behalf of the city, contracts for the sale of lots, or portions of lots, in the cemetery, and to issue deeds of the city to lots, or portions of lots, located in such cemetery upon payment of the purchase price therefore; to accept on behalf of the city notes of purchasers of lots located in such cemetery in payment of the purchase price thereof; ~~and, The city administrator or his/her designee is authorized~~ to receive applications for, and to issue burial permits for, the interment of the dead in the cemetery; provided, that any conveyance made by such officers shall be subject to the provisions of this article.

**Sec. 8-305. - Covenants to run with burial lots.**

The covenants, rights, limitations and obligations set forth in the conveyance of lots in the cemetery, together with the provisions of this article, are declared to be covenants running with the land, and shall be binding upon all present and future owners of burial lots in the cemetery.

**Sec. 8-306. - Rules and regulations.**

The city administrator or his/her designee shall promulgate and publish rules and regulations for administration, operation, maintenance and control of activities relating to and within the city-owned cemetery.

**Sec. 8-307. - Right of passage.**

The owners of lots shall have the right of passage therein under such rules and regulations as the city may from time to time establish for persons, animals and vehicles, over driveways and walkways for ingress and egress to their respective lots.

**Sec. 8-308. - Visitors.**

Visitors shall be admitted to the cemetery during open hours, but must keep to the walks and drives and shall not cross over, occupy or otherwise trespass upon any lot not their own.

**Sec. 8-309. - Use of lots.**

Lots are sold for no other purpose than for the burial of human dead, and such incidental uses that are suitable and proper for a cemetery lot.

**Sec. 8-310. - Who may be interred.**

All interments in lots shall be restricted to members of the immediate family or relatives of the owner unless permission otherwise is obtained from the city.

**Sec. 8-311. - Transfer of lots.**

No assignment or transfer of lots shall be valid without the prior consent of the city endorsed upon such transfer or assignment and entered on record by the city. Additionally, all cemetery lot owners who wish to sell their lots or portions of their lots must sell them to the city for the same price for which it was originally purchased.

**Sec. 8-312. - Advertisements.**

~~No~~ Advertisement or marketing of products in any form shall be permitted within the cemetery office and at information kiosks. The cemetery may display marketing material for products and services provided by the cemetery on cemetery common grounds. During special events the cemetery supervisor may authorize marketing material on cemetery common grounds.

**Sec. 8-313. - Joint ownership.**

The city shall not give joint deeds to lots sold. Persons owning lots in partnership may agree among themselves as to the parts of lots to be used by each, but the city will not be delegated to enforce such agreements.

**Sec. 8-314. – Dividing lines.**

When more than one (1) person claims an interest in a lot no visible dividing line shall be allowed.

**Sec. 8-315. - Hire of space prohibited.**

No lot owner shall have a body interred in the owner's lot for a remuneration, sale or hire of space.

**Sec. 8-316. - Removal for nonpayment.**

Should there be an interment on a lot on which the payments have not been made as per the terms of contract, the city reserves the right to disinter the remains and remove them, together with any monument or other structure thereon, to some other portion of the cemetery equal in price to the amount paid on such lot after the actual cost of removal has been deducted.

**Sec. 8-317. - Devolution of lots.**

When a lot owner dies intestate, the lot shall pass to the heirs recognized by the laws of the state.

**Sec. 8-318. - Proof of ownership required.**

It shall be the duty of the heirs or devisees to file with the city full proof of the ownership upon death of the owner of any lot. The city may not allow interment to take place until such proof is given.

**Sec. 8-319. - Orders for interment and disinterment.**

(a) Orders for interment and disinterment must be made in writing by the lot owner upon proper forms furnished by the city before a grave will be opened.

(b) If the original owner is dead and there are two (2) or more legal heirs, the order must be signed by all legal heirs.

(c) If the lot is owned by a lodge, society or any organization, the order must be signed by an officer having proper authority to act.

**Sec. 8-320. - Multiple burials.**

(a) Burials of two (2) human remains in the same casket shall not be allowed except when the remains of the bodies can be placed in one (1) outer burial container approved by the city.

(b) A maximum total of three (3) persons may be buried in a single, traditional grave if at least two (2) of the remains are cremated.

(c) A maximum total of two (2) cremated remains may be buried in a grave marked for cremation only, outside of the cremation section.

(d) Only one (1) cremated remains may be buried in a grave in the cremation section of the cemetery.

**Sec. 8-321. - Cement, walks, trinkets.**

Gravel, stone, brick or cement of any kind, or artificial walks, shall not be allowed upon the lots, nor will any boxes, shells, trinkets, toys and the like be permitted on such lots.

**Sec. 8-322. - Fencing and enclosures prohibited.**

(a) Fencing, coping or enclosures of any nature whatsoever shall not be allowed upon the lots or graves, except those copings and fences which were erected in the Billings Cemetery before the Mountview Cemetery was established.

(b) Fencing, coping and curbing that exists in the oldest part of the cemetery which has deteriorated through neglect or wear to the point of being a hazard or which detracts from the overall condition or appearance of the cemetery, may be condemned and removed by the city, after attempting to contact the property owner. These items may be removed if they are a hindrance to the care and maintenance of the cemetery.

**Sec. 8-323. - City to mark lots.**

All lots shall be marked and put in order by the city.

**Sec. 8-324. - Mounds prohibited.**

Elevated lots or grave mounds shall not be allowed.

**Sec. 8-325. - Flower receptacles.**

(a) All ground level receptacles shall be standard, furnished and installed by the city ~~at cost.~~

(b) A flower receptacle will be placed in a marker or monument foundation as per city specifications.

(c) Only one (1) receptacle per grave shall be allowed, and shall be placed at the head of the grave.

(d) All flower receptacles and containers creating a safety hazard may be condemned and removed by city.

**Sec. 8-326. - Ground level flowers.**

(a) Ground level flowers/decorations are only allowed in city furnished flower receptacles. Any inappropriately placed ground level flowers/decorations will be removed and discarded by the city. No artificial or manmade flowers shall be allowed in  
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(b) Ground-level flower containers receptacles are or not allowed to be used set or laid on the ground in the cemetery from October 15<sup>th</sup> through May 15<sup>th</sup>.

(c) with the Exception to subsections (a) and (b) is granted for cultural of holiday decorations. This includes birthdays, date of death, and anniversaries, provided they are clearly marked on the monument. Ground-level, holiday grave decorations shall be allowed three (3) days before and three (3) days after the holiday.

(d) Christmas decorations are allowed from the day after Thanksgiving December 15<sup>th</sup> through the first week of the New Year.

(e) Memorial Day decorations are allowed from May 15<sup>th</sup> up until the first Monday following Memorial Day. Memorial Day decorations in the cemetery's Veteran's section are allowed until June 7<sup>th</sup>.

**Sec. 8-327. - Injuring plants prohibited.**

Picking the flowers, breaking or injuring trees or plants or any other property within the cemetery is prohibited.

### **8-328. - Cemetery traffic.**

Posted speed limit in the cemetery is fifteen (15) miles per hour. Faster driving will not be allowed. Vehicles must remain on designated roads within the cemetery. Parking is allowed on any of the roads within the cemetery.

### **Sec. 8-329. - Picnics and unattended children prohibited.**

Children, unless accompanied by an adult, shall not be admitted to the grounds. Picnic parties are prohibited.

### **Sec. 8-330. - Dogs prohibited.**

Dogs shall not be admitted to the grounds of the cemetery, except upon a leash and shall be kept on the roadways only

### **Sec. 8-331. - Monument regulations.**

(a) Only one (1) upright monument shall be erected at the head end of the graves so that the monument is centered on two (2) or more graves. The upright monument shall be not less than twenty-eight (28) inches in height or exceed forty-two (42) inches in height. All other grave markers shall be placed flush with the ground surface.

(b) All upright monuments and flat grave markers shall be of natural granite except those specified by the federal government in the veteran sections. ~~No bronze plaques or metal plates shall be attached to the natural granite.~~

(c) Bronze plaques may be attached to granite markers, provided they are affixed to the marker with metal studs. Placement of any bronze plaque shall be completed by a bonded monument company after receiving a monument permit from the cemetery supervisor. The city is not responsible for any damage to a marker while attaching a plaque or any lost or stolen plaques.

~~(d)~~ All upright monuments shall have a foundation of concrete that is thirty (30) inches deep and eight (8) inches wider on each side than the dimensions of the base of the monument. All flat grave markers shall have a foundation of concrete that is twenty-four (24) inches deep, and eight (8) inches wider than the dimensions of the stone. Where there is to be a flower container set in the foundation, the side of the stone that the flower container is to be set, the foundation collar shall extend thirteen (13) inches from the stone, and seven (7) inches deep. The base of the upright monument or the flat grave marker shall be wet set into the concrete foundation.

~~(e)~~ In the cremation section only flat markers shall be used. In a single cremation grave the stone itself can only measure eight (8) inches by sixteen (16) inches. Double cremation graves may have a twelve-inch (12) by twenty-four inch (24) stone centered on the graves. The foundations for the markers shall be twelve (12) inches deep and

surround the stone so that the stone has an eight-inch (8) border on three sides and a thirteen-inch (13) border on the side where the flower container is placed.

(ef) In the baby sections only flat markers shall be used. Because all of the graves are single gravesites and the graves smaller than the traditional grave, the largest flat stone that can be used in the baby section is ten (10) inches by twenty (20) inches or smaller. At no time can the foundation of the stone run over the grave boundary to its neighboring gravesite.

(fg) Mausoleums and vaults above ground may be erected only with the consent of the city after all plans and materials have been approved by the city.

(gh) All work must be under the inspection of the city and completed as rapidly as possible. Materials not used must be removed as the work is completed.

(hi) No materials of any kind shall be received after noon on Saturdays.

(ij) Any person desiring to set a monument or marker or build a foundation for that purpose or modify an existing stone, must, before commencing such work, obtain from the cemetery office a permit authorizing such construction. The cemetery office shall not issue a permit required by this division until the applicant has obtained a business license and furnish to the city a surety bond in the amount of \$10,000.00 dollars, which shall be held by the city as a guarantee that the work will be done in a satisfactory manner. The bond shall provide that the applicant will in good faith perform all that the city requires. Continuation certificates to renew the surety bond will not be accepted. Such bond shall be filed with the city clerk. The city shall determine whether or not a monument or foundation has been satisfactorily constructed and set.

(jk) Any person desiring to set a monument or marker or build a foundation for that purpose, shall have all the necessary tools and equipment that are recognized by the monument setting industry.

(kl) In setting a monument or marker or building a foundation, the contractor shall be liable for any damage to other people's property or to general appearance of the cemetery. The contractor shall be responsible for leaving the cemetery in the same general condition as it was before setting the stone.

(lm) Nothing herein shall be construed in any manner to limit the liability of any person engaged in the business of setting monuments or markers, or building foundations for them, for damages in excess of the amount required by the surety bond, nor shall the surety bond be construed to limit the right of any individual who has been damaged by any setting of a monument or marker or building a foundation from bringing an action without regard to the conditions of this provision.

(~~mn~~) Monuments and markers are personal property and therefore the responsibility of the grave owner. It is the responsibility of the grave owner to notify the cemetery of any change in mailing address or ownership of the grave so that the cemetery can contact them. Notice sent to an owner at the last address on file in the cemetery office shall be considered sufficient and proper legal notification. The monument permit must have the name and address of the person ordering the stone.

(~~no~~) In the event that the owners of a monument cannot be contacted, the city or their agents may modify monuments within the cemetery that present a public safety hazard or detract from the overall appearance of the cemetery.

(~~op~~) The city or their agents shall not be held liable if a monument in danger of falling is damaged in the process of modifying the stone to correct the safety hazard.

### **Sec. 8-332. - Grave regulations.**

(a) Single infant graves shall be sold only for immediate use.

(b) No markers or flowers shall be allowed in the walks between the graves.

(c) All graves shall be sold for cash before burial can occur.

(d) The space between the graves shall remain the property of the city.

(e) If a body is disinterred from a grave in the single section, the ownership of that grave reverts back to the city.

(f) All markers for single graves shall be flush with the ground and not more than two (2) feet long and one (1) foot wide.

(g) No monument or other grave marker shall be placed or erected on a grave until that grave is paid for in full.

(h) No slab, coping, curbing, hedging or enclosure of any nature shall be permitted on any grave.

### **Sec. 8-333. - Dedication and special rules for veteran memorial plot.**

(a) The grave spaces in the memorial lot of the cemetery are reserved and dedicated to the sole use and purpose of burying the bodies or cremains of veterans and ex-veterans of past and future wars of the United States, subject to the conditions hereinafter specified. Persons to be buried in the veteran memorial plot must be an honorable discharged wartime veteran residing in the city at the time of death.

(b) No charge shall be made for the privilege of using the grave spaces named in subsection (a), nor for any care or maintenance thereon, except that the usual charges

for opening and closing graves, curbing and flower containers shall be paid therefore in the manner prescribed.

(c) All rules and regulations prescribed by the city governing the use and care of the cemetery shall be observed by all parties interested in the use of the veterans' memorial plot for burial with the following exceptions:

(1) No grave marker shall be installed in this plot, except upright marble type supplied by the United States government.

(2) All burials shall be made in the spaces in consecutive order as designated by the city.

(3) The circular park adjoining the veterans' memorial plot may be used by such parties or organizations as are interested in the care and development of the veterans' memorial plot for the installations of a suitable flag staff, instruments of warfare, implements, memorial monuments or other decorations upon the approval of the city.

(4) The cremains of up to two of the immediate family members of a veteran who is already buried in the veterans' memorial plot may be buried on that veteran's grave.

(5) If there is room for additional memorialization on the upright marble VA stone, the spouse of the buried veteran may be memorialized on said stone at the family's expense.

- **Sec. 8-334. - Miscellaneous provisions.**

(a) Vault-less burials are allowed for an additional charge, provided the deceased is wrapped in a shroud, or placed in a cardboard or wicker casket. All other caskets or other burial containers shall be placed in domes or vaults constructed of materials specified by the city.

(b) Installation of sectional liners shall be not allowed.

(c) Infants may be buried in the casket-vault combination.

(d) U. S. Government specified concrete domes are allowed.

(e) Outer burial containers sold by other cemeteries are not allowed in the city cemetery.

(f) All graves and niches sale price shall include a thirty-five (35) per cent perpetual care cost. Prices for all crypts and niches in the Landmarks Mausoleum shall be maintained

and obtained at the cemetery office. All cemetery fees and prices for graves and niches in the cemetery proper shall be established by city council resolution.

(g) Opening, closing and setup for any burial shall include a lowering device for a full size casket or stand for a baby casket or urn, artificial turf, chairs and tent. A discount shall be issued, except in the mausoleum, when a tent is impractical to set up.

(h) The normal cemetery business hours for burial are from 9:00 a.m. to 4:30 p.m., Monday through Friday and from 9:00 a.m. to 2:00 p.m. on Saturday. For burial services that start after 4:30 p.m. on Monday through Friday or after 2:00 p.m. on Saturday, a late overtime fee will be charged.

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 3. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 4. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Zone Change 1040 - 1404 and 1406 Avenue B - N2 to NO - Public Hearing and 1st reading  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00235

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**RECOMMENDATION**

The Zoning Commission recommends approval and adoption of the findings of the ten review criteria for Zone Change 1040.

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

This is a zone change application for two parcels of land, 1404 and 1406 Avenue B, directly north of the Stockman Bank at 1405 Grand Avenue. The current zoning is Mid-Century Neighborhood (N2) and the proposed zoning is Neighborhood Office (NO). The bank built the existing parking lot at 1404 Avenue B at the same time as the bank in 2013. The bank drive through and existing parking lot were approved through a special review (SR 890 - 2011). The previous zoning code allowed surface parking lots through special review approval in any residential zone district. The 2021 code update eliminated this provision. The current code allows surface parking lots by special review as a primary use in a few commercial zone districts - Neighborhood Office (NO), Mixed Use districts (NMU, CMU1 and 2), Downtown Support (DX), and Central Business District (CBD). The zone change is paired with a concurrent request for special review to establish a few more parking spots on the adjacent parcel at 1406 Avenue B to be zoned Neighborhood Office. The existing parking lot will not be re-configured.

The location is within the area known as "Midtown" in Billings. Most properties were originally platted as residential subdivision lots but were converted to commercial zoning and uses beginning in the late 1950s and early 1960s. Larger commercial developments such as West Park Plaza were also built during this time frame along the Grand Avenue Corridor from 8th St West to 24th St West. As early as 1954, the corner of 13th St West from Grand Avenue north to Avenue B was zoned commercial. The bank property at 1405 Grand Avenue is zoned Corridor Mixed Use 1 (CMU1) a zone district intended for commercial lots that are adjacent to or across an alley from residential neighborhoods. The types of uses allowed are mostly compatible with residential neighborhoods. Buffering and screening residential properties is essential where lots share property lines. The proposed zoning of NO is typical in neighborhoods that adjoin commercial corridors. The NO zone allows office use and some personal and business services that generally do not operate past 5 pm or over the weekend. There are a limited number of special review uses allowed in the NO zone, including surface parking lots, wireless or radio communications, colleges, civic or religious assembly and shelters. A special review use may or may not be appropriate in the zone depending on site-specific conditions. The NO zone district is intended to be compatible in residential neighborhoods, in particular when located near block ends that intersect non-residential streets (neighborhood entryways).

The Zoning Commission is recommending approval for the zone change request based on the limited uses in the NO zone district, the location near a neighborhood entryway off a non-residential street, and the existing parking lot at 1404 Avenue B. The bank has maintained the parking lot in good condition, and it has not caused concerns or detrimental effects in the neighborhood.

**STAKEHOLDERS**

The planning staff notified the surrounding owners by mail, posted the property with the zoning request sign and published a legal advertisement as required by local regulations. The applicant conducted a pre-application neighborhood meeting on October 23, 2023 at the Stockman Bank at 1405 Grand Avenue. One surrounding owner attended the meeting. The planning staff did not receive any comments or phone calls regarding the proposed zone change or addition to the parking lot prior to the public hearing.

**City Zoning Commission hearing December 5, 2023**

The Zoning Commission held its public hearing on December 5, 2023, and received the planning staff recommendation and testimony from the applicant's agent, Stephanie Donovan of Cushing Terrell, and Jeremy Morgret from Stockman Bank. Commission members asked questions concerning the intent to expand beyond the proposed nine parking spaces on 1406 Avenue B, whether the existing residents in the home were agreeable with the

proposed amendment. Ms. Donovan explained the existing home is vacant but will be retained on the property and there is no intent to expand beyond the proposed nine parking spots. No other testimony was received.

Chairperson Michael Larson closed the public hearing. Commission member Greg McCall made a motion to recommend approval and adoption of the findings of the 10 criteria. The motion was seconded by David Goss and was approved on a 4-0 vote.

## ALTERNATIVES

The City Council may:

- Approve the zone change and adopt the findings of the 10 review criteria as recommended by the Zoning Commission; or,
- Deny the zone change and adopt different findings than the recommended findings of the 10 review criteria; or
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public has not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

Only one delay in the public hearing not to exceed 60 days is allowed. The applicant has not requested a delay or withdrawal of the request.

## FISCAL EFFECTS

Approval or denial should have no impact on the Planning Division budget.

## SUMMARY

Prior to making a decision on the requested zone change, the City Council shall consider the following findings as recommended by the Zoning Commission:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans? The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

**Prosperity** (promoting equal opportunity and economic advancement)

- Predictable, reasonable city taxes and assessments are important to Billings taxpayers
- 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

The proposed zoning would allow an existing parking lot for Stockman Bank at 1404 Avenue B approved through special review to conform to the 2021 zoning code, and will allow a small addition to that parking lot through a zone change and new special review for 1406 Avenue B. The Stockman Bank development about 12 years ago, provided a significant re-investment in an underdeveloped and vacant commercial property. The Grand Avenue lots were not deep enough to accommodate all the parking needs of the bank, so the corner lot at 14th St West and Avenue B was developed for a few additional off-street spaces. The bank would like to provide more off-street parking for employees and bank customers. This is compatible with the streets and with the adjacent residential neighborhood. The NO zone is intended to allow only uses that are compatible with neighborhoods and excludes general commercial uses that may be intrusive to the neighborhood. For example, a coffee kiosk or any restaurant food service would not be allowed. Consideration of a special review and not just the zone change is required for the parking lot expansion. This will reinforce the compatibility of the new parking spaces.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety are promoted by both the existing the proposed zoning. The proposed NO zoning would allow the owner to ensure future development is not intrusive to neighboring property, and still allow compatible uses with the adjacent zoning. Buffer yards will be required along with landscaping. The proposed NO zone will also allow the retention of the existing home at 1406 Avenue and development of the parking lot expansion through special review.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

**Transportation:** The proposed zoning will not increase traffic on the adjacent streets. The zone change and special review may reduce the demand for on-street parking on 14th St West and Avenue B. This increase will not require a traffic study. Any changes to drive approaches will need approval from the City Engineering Division.

**Water and Sewer:** The city provides water and sewer for the area. Water and sewer is available on both lots. The sewer connection for 1404 Avenue B has been retired. The sewer connection for 1406 Avenue will remain active for the residence. The Utilities Division voiced no concerns.

**Schools and Parks:** Schools and parks will not be affected by the proposed zoning.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns about the zone change.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?

The existing property has a fully developed sidewalk on Avenue B and 14th St West. The sidewalks appear to be in good condition. The new zoning designation itself should not have any measurable effect on the transportation system. Demand for on-street parking may decrease slightly.

7. Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Property west and north of the subject parcels is zoned N2. Zoning lots at block ends for more dense residential development or for neighborhood service business is a common development pattern in Billings. The zoning does promote compatible urban growth.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use or uses. The proposed zoning will allow a small expansion of an existing parking lot and allow the existing parking lot to conform to the 2021 zoning code.

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 development of the property will need to meet the site development requirements for new construction including all zoning standards, landscaping, screening, building heights and setbacks. The expansion of the parking lot will require positive findings for the special review criteria and will have conditions of approval. These conditions are expected to conserve and protect the value of buildings.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed zoning will allow the property to conform to the 2021 zoning code, and request a small expansion of an existing parking lot. Any future re-development of the lots will allow compatible uses such as small offices and personal services. Supporting local business needs will have a positive impact on the Billings economy.

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## Attachments

Zoning Map and Site Photos ZC 1040

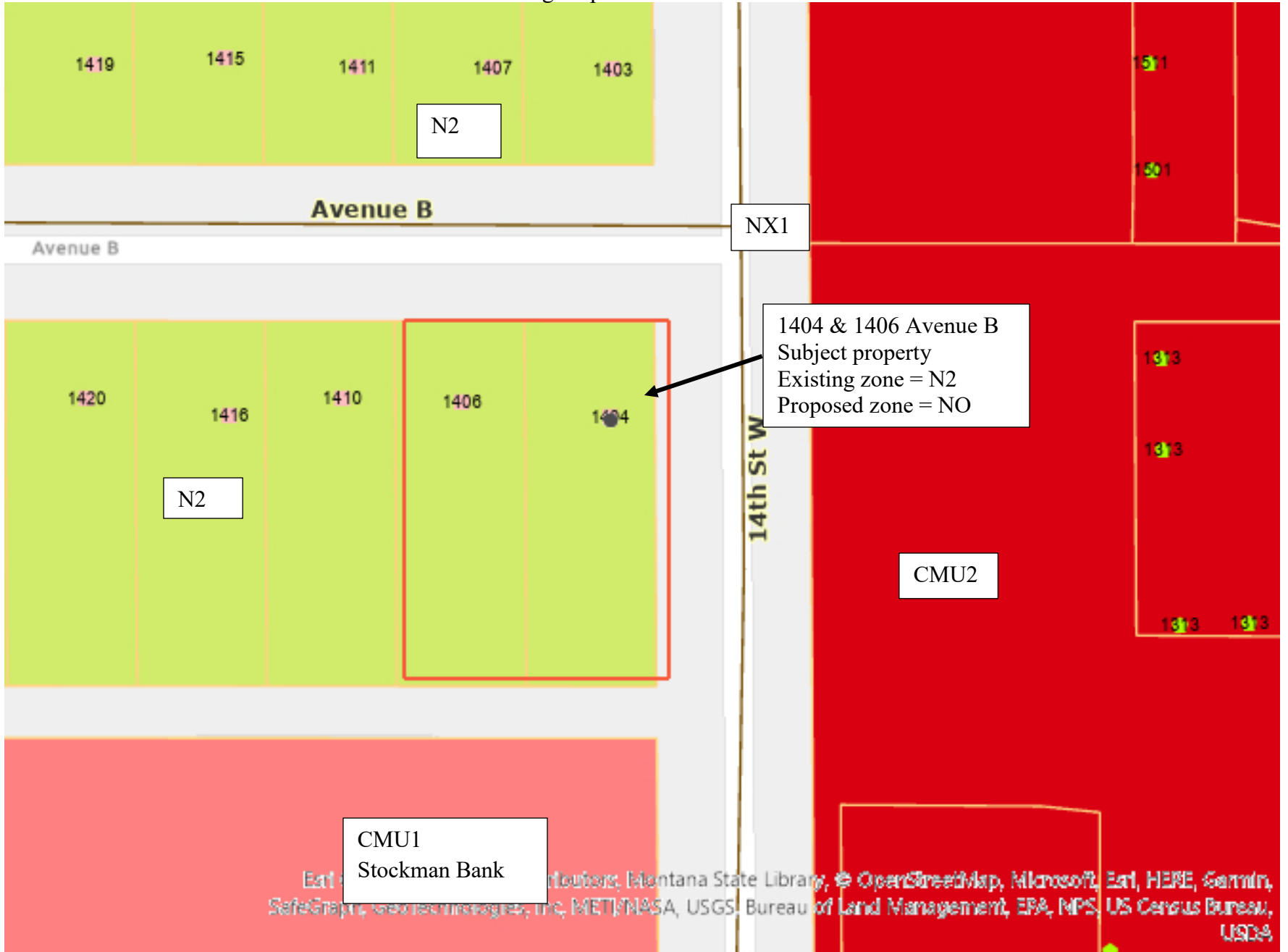
Pre application material ZC 1040

Application Materials ZC 1040

Zoning History Chart ZC 1040

Ordinance Zone Change 1040

City Zone Change 1040 – 1404 and 1406 Avenue B  
Zoning Map and Site Photos







Subject Property 1406 Avenue B



Subject Property 1404 Avenue B



View east on Avenue B to intersection of 14<sup>th</sup> St West



View north and east on Avenue B



View north and west across Avenue B



View west on Avenue B



## Zone Change Notice of Neighborhood Meeting

**Address:** 1404 and 1406 Avenue B

**Legal description:** Lots 45 - 48, Block 2, Evergreen Subdivision, Section 36, T 01 N, R 25 E, City of Billings, Yellowstone County, Montana.

Existing zoning: N2 Mid-Century Neighborhood

Proposed zoning: NO Neighborhood Office

**Owner:** Stockman Bank of Montana

PO Box 250

Miles City, MT 59301

### **Meeting time and location:**

5:15 PM, Monday October 23

Stockman Bank, 1403 Grand Avenue, Billings

Dear Neighbors,

To create more convenient parking for staff and reduce the number of cars parking on the street, Stockman Bank would like to add to its parking lot.

Stockman purchased Susan Peterson's house at 1406 Avenue B. We would like to create staff parking off the alley and in a portion of the rear yard that adjoins our parking lot at the corner of Avenue B and 14<sup>th</sup>.

The city code will not allow us to park on a residentially zoned lot. Being sensitive to the residential character of the block, we are requesting a zone change to Neighborhood Office for only the rear portion of the lot. We intend to keep the house on the front portion of the lot, continuing its current residential zone and use as a home.

We are hosting a neighborhood meeting to discuss the project with the neighbors.

Questions please contact owners representative:  
Dayton Rush PLA, Cushing Terrell (406) 248-7455

*Property plan located on back of page.*

## Neighborhood meeting Sign In

Dayton Rush , Cushing Terrell (agent)

Mike Tuss, Cushing Terrell (Agent)

HENSON, MARY ANN (Neighbor not within 500' of property)

Bill Coffee, Stockman Bank (owner)

Spence Fredrick, Stokman Bank (owner)

### Neighborhood Meeting Munities

5:15 PM, Monday October 23

Stockman Bank, 1403 Grand Avenue, Billings

Introduction of neighborhood meeting and overview of project history – Mike tuss

- Two neighborhood properties at the corner of avenue B and 13<sup>th</sup> street, one is currently a parking lot for stockman bank and the second is a house.
- Stockman bank is hosting a neighborhood meeting to inform the neighbors that they intent to apply for a change of zoning to NO zoning from N2 for both properties.
- Stockman bank is hosting a neighborhood meeting to the inform the neighbors that they intent to apply for a special review to construct parking as a primary use.
- Stockman intends to preserve the existing parking as a primary use and add parking to the back yard of the existing residence while maintaining the existing home , patio and garage.
- The site plan was presented for comments and feedback on a large screen in the conference room.

### Neighborhoods comments

- Mary Ann Hensen (Invited to the meeting by a property neighbor but not on the initial mailing list) her comments included a desire for stockman to maintain the existing large trees including the apple tree that was currently planned on being preserved and a honeylocust that was not the plan to be preserved.
- Mary Ann Hansen supported stockman creating offstreet parking to keep vehicles off the street long term and to provide more accessible space for all abilities.
- Mary Ann Hansen stated that she would like stockman to provide gate locks and cameras to prevent the unhoused from using the alley.

Stockman supported saving the trees and agreed to modify the plan preserve the trees.

No other comments from the neighborhood were brought up.

End of munities.

Written statement to the Zoning Commission

Address: 1404 and 1406 Avenue B

Legal description: Lots 45 - 48, Block 2, Evergreen Subdivision, Section 36, T 01 N, R 25 E, City of Billings, Yellowstone County, Montana.

Existing zoning: N2 Mid-Century Neighborhood

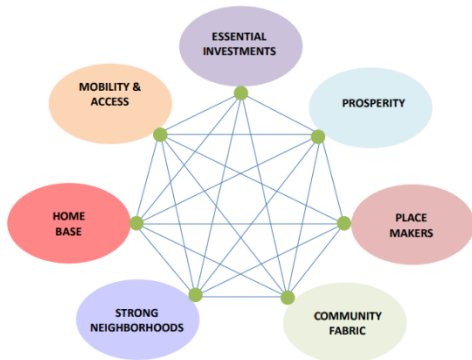
Proposed zoning: NO Neighborhood Office

Owner: Stockman Bank of Montana

PO Box 250

Miles City, MT 59301

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?



- *Community Fabric; preserve existing trees, provide attractive landscape buffer.*
- *Walkable neighborhoods that permit convenient destinations such as neighborhood services*
- *Successful businesses that provide local jobs benefit the community*

B. How the site is adequate in size and location to accommodate the proposed use while still meeting all of the zone district requirements such as landscaping and parking.

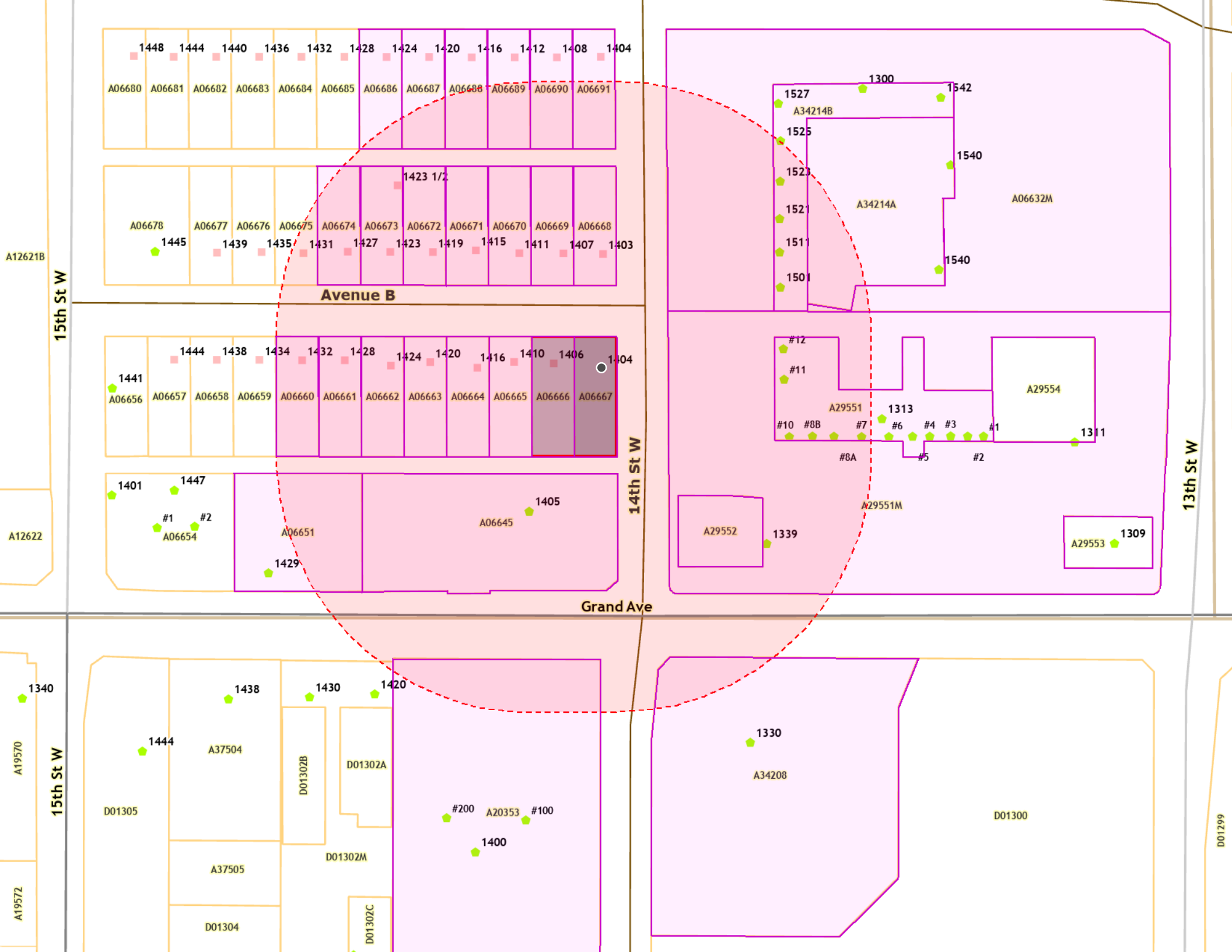
*The lot is adequate in size to accommodate landscape buffers between residential and commercial, and to support the need for off street parking withing the neighborhood to support the existing bank building on grand avenue.*

C. How the proposed use is compatible with nearby uses and how the applicant intends to mitigate any potential impacts.

*The applicant intends to preserve the existing house and garage and build parking on the rear of the site with appropriate landscape buffers and site obscuring fencing to keep the neighborhood in tack on avenue B while supporting the commercial use of Grand Avenue.*

D. How the proposed use will not impede the normal improvement of surrounding property.

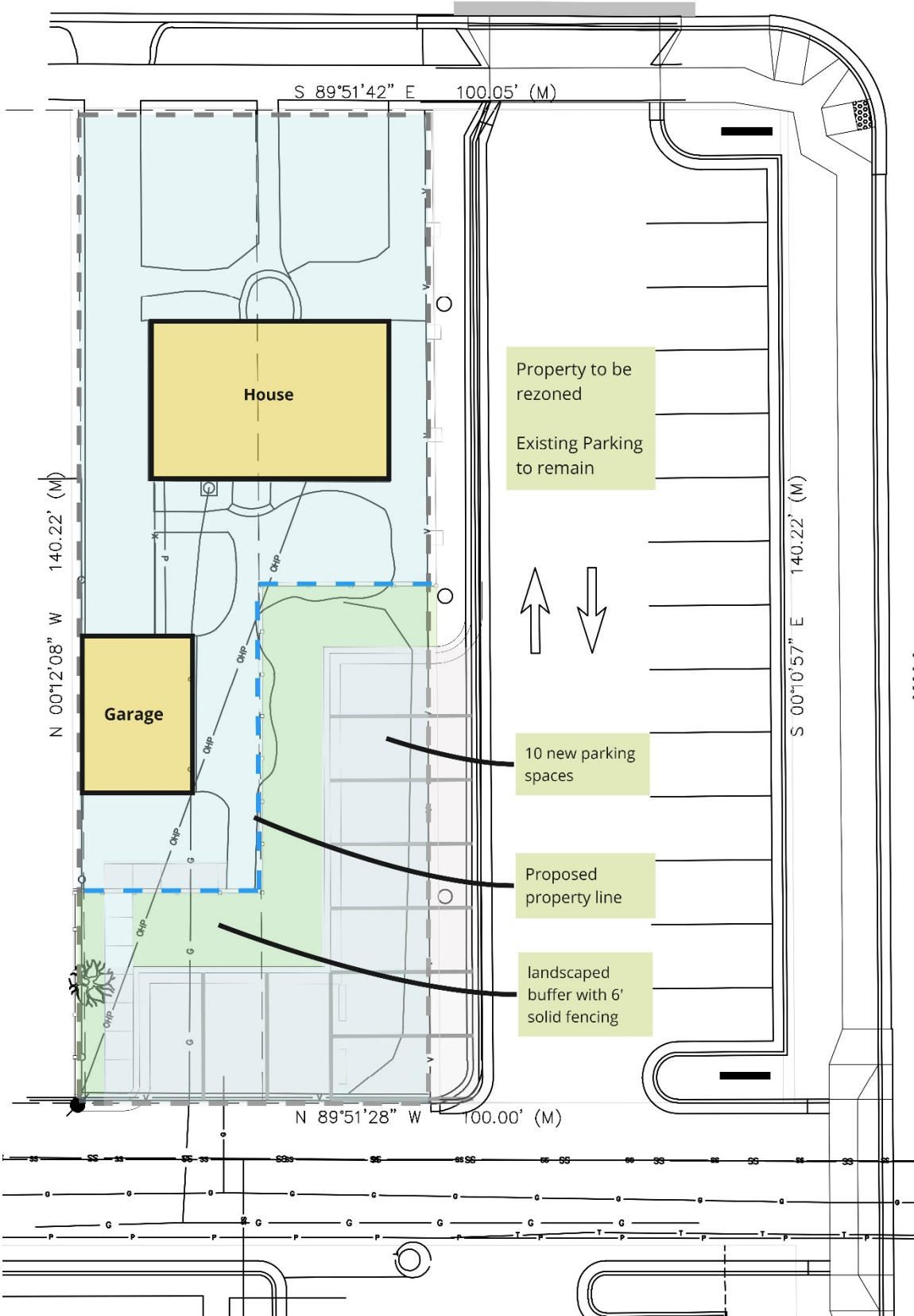
Since the parking will be added to the existing parking lot circulation the neighborhood circulation will be minimally modified and will have as little impact on the neighborhood as possible. Additional off-street parking will help preserve the walkability of the neighborhood and free up on street spaces.



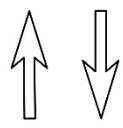


Lots 45 - 48, Block 2, Evergreen  
 Subdivision, Section 36, T 01 N, R 25  
 E, City of Billings, Yellowstone County,  
 Montana.  
 Existing zoning: N2 Mid-Century  
 Neighborhood  
 Proposed zoning: NO Neighborhood  
 Office

AVENUE B



Property to be rezoned  
Existing Parking to remain



10 new parking spaces

Proposed property line

landscaped buffer with 6' solid fencing

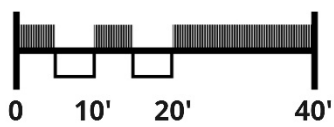
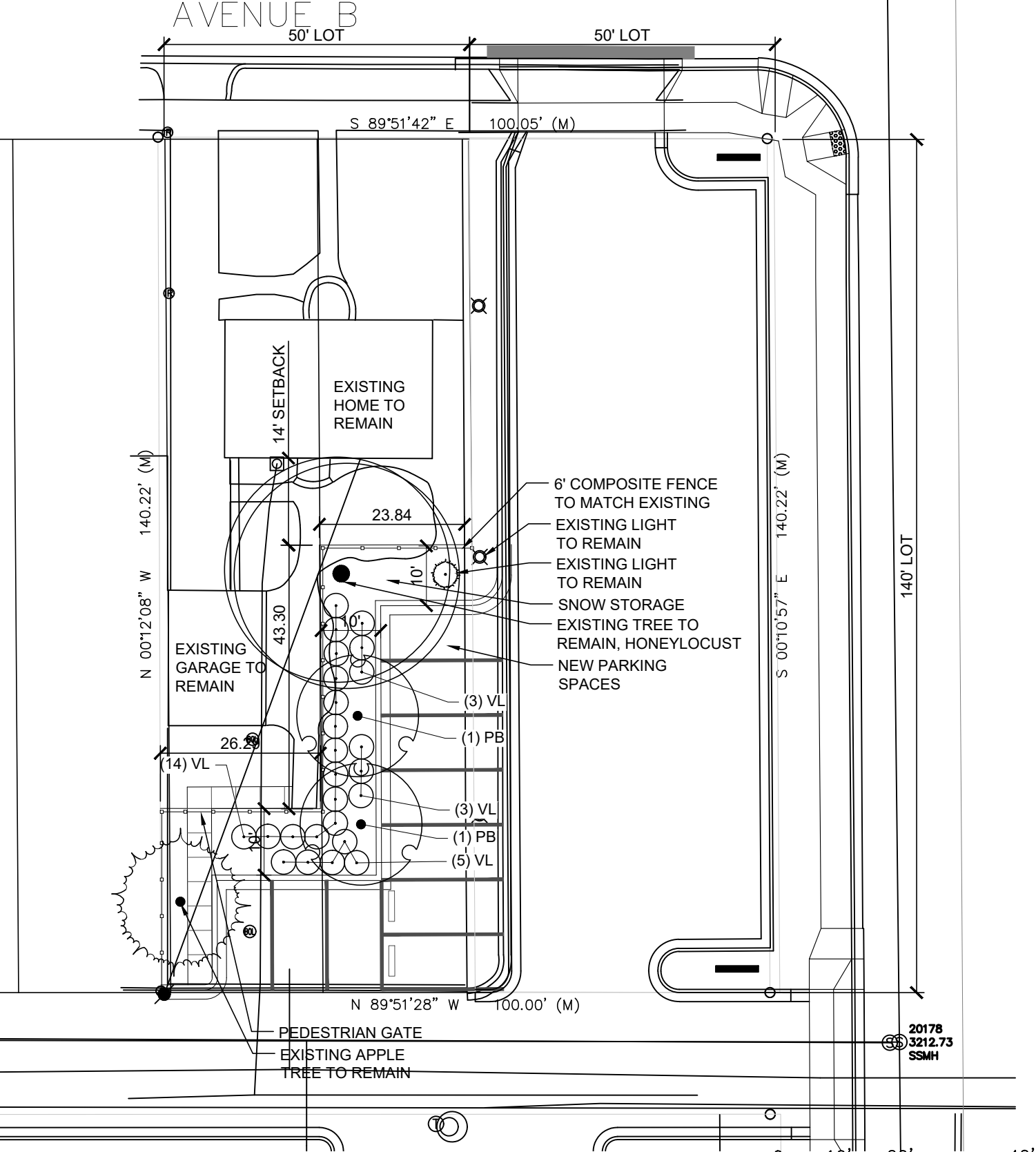


EXHIBIT FOR NEIBORHOOD MEETING

**PLANT SCHEDULE**

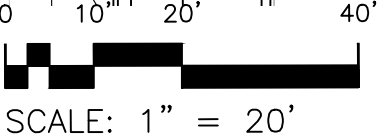
| TREES           | QTY | BOTANICAL NAME                | COMMON NAME            |
|-----------------|-----|-------------------------------|------------------------|
| PB              | 2   | PYRUS CALLERYANA 'BRADFORD'   | BRADFORD CALLERY PEAR  |
| VL              | 25  | VIBURNUM LANTANA 'MOHICAN'    | MOHICAN WAYFARING TREE |
| DECIDUOUS TREES | QTY | BOTANICAL NAME                | COMMON NAME            |
| GT3             | 1   | GLEDITSIA TRIACANTHOS INERMIS | THORNLESS HONEYLOCUST  |



1  
L100

**SITE PLAN**

1"=20'-0"











14th St W  
Avenue B

S



Zoning History for City ZC 1040 – 1404 & 1406 Avenue B

| <b>SUBJECT PROPERTY</b>                                             | <b>Zone Change</b>        | <b>DATE</b> | <b>FOR</b>                                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                         |
|---------------------------------------------------------------------|---------------------------|-------------|---------------------------------------------------------------|-----------------------|----------------------------------------------------------------|
|                                                                     | <b>Special Review 890</b> | 7/11/2011   | 1404 Avenue B<br>parking lot for Stockman Bank                | Yes                   |                                                                |
| <b>SURROUNDING PROPERTY</b>                                         | <b>Zone Change</b>        | <b>DATE</b> | <b>FOR</b>                                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                                         |
| 1438 Avenue B                                                       | 54                        | 4/23/1974   | R60 to CC                                                     | Yes                   | Current zone is N2 –<br>project for CC zone<br>never developed |
| 1910/1912 Avenue B                                                  | 108                       | 12/22/1975  | R70 to RP                                                     | Yes                   | Current zone is N2                                             |
| 1601-1643 Lewis                                                     | 126                       | 6/7/1976    | R60 to NC                                                     | Yes                   | Updated to NO                                                  |
| 1444 Avenue B                                                       | 172                       | 7/1/1977    | R60 to RP                                                     | Yes                   | Updated to NO                                                  |
| 1445 Avenue B                                                       | 187                       | 1/9/1978    | R60 to RP                                                     | Yes                   | Updated to NO                                                  |
| 1540 13 <sup>th</sup> St W & 1501-<br>1527 14 <sup>th</sup> St West | 265                       | 8/27/1979   | R60 to CC                                                     | Yes                   | Updated to CMU2<br>Evergreen Midtown<br>Plaza & Ace Hardware   |
| 1441 15 <sup>th</sup> St W                                          | 333                       | 10/26/1981  | RP to NC                                                      | Yes                   | Updated to CMU1                                                |
| 1115 16 <sup>th</sup> St W                                          | Special Review 946        | 8/22/1016   | Parking lot in R70 zone<br>for the benefit of 1601-1643 Lewis | Yes                   | Current zone is N2                                             |

ORDINANCE 24-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION for Lots 45, 46,  
47 and 48 of Block 2, Evergreen Subdivision, BE  
AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-1628, 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.** **Lots 45, 46, 47 and 48 of Block 2, Evergreen Subdivision,** is presently zoned **Mid-century Neighborhood Residential (N2),** 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 **Lots 45, 46, 47 and 48 of Block 2, Evergreen Subdivision,** is hereby changed from **Mid-century Neighborhood Residential (N2),** to **Neighborhood Office (NO),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Neighborhood Office (NO),** as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 8<sup>th</sup> day of January, 2024.

PASSED, ADOPTED and APPROVED on second reading this 22<sup>nd</sup> day of January, 2024.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 1040 - 1404 and 1406 Avenue B

**City Council Regular**

**Date:** 01/08/2024  
**Title:** Special Review 998 - 1406 Avenue B - New surface parking lot in NO zone - Public Hearing  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-23-00234

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**RECOMMENDATION**

The Zoning Commission recommends conditional approval of the proposed parking lot spaces on the south and east sides of the property at 1406 Avenue B, and adoption of the findings of the review criteria.

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

The subject property is also part of a concurrent zone change application to update the zoning from Mid-Century Neighborhood (N2) to Neighborhood Office (NO). Prior to the adoption of the new zoning code, the establishment of surface parking in residential zone districts was possible through special review approval. The 2021 code update removed this provision in residential zones but included it for certain commercial zone district such as Neighborhood Office. Planning staff recommended approval of the zone change and conditional approval for this special review. The Zoning Commission concurred with this recommendation.

The adjacent parcel at 1404 Avenue B is already developed for a surface parking lot for Stockman Bank directly south of the alley at 1405 Grand Avenue. This was done through a special review (SR 840) in 2011. The applicant will remove a portion of the sight obscuring fence on the common boundary line to build 9 new parking stalls on the south and east areas of the property at 1406 Avenue B. The existing home at 1406 Avenue B will remain in place and occupied by a tenant. A new sight-obscuring fence and landscaping will be installed to shield this residence and the residence at 1410 Avenue B. The site development details are shown on the attached site plan for the property.

Special review uses are no longer considered "allowed" uses in a zoning district. The burden for proof of compatibility is on the applicant for each special review use that might be allowed. This compatibility is developed through the specific findings of the review criteria, including conformance with the growth policy, whether the use will not cause detriment to public safety, the size of the parcel for the particular use, the impact on the use of adjacent property and whether the use will impede the normal development pattern in the area. If all the findings are positive, then conditions of approval may be imposed to ensure the project is developed according to the site plan and will continue to have compatibility with surrounding uses.

The Zoning Commission finds the proposed use in the location shown on the site plan conforms to the adopted growth policy to support local businesses, protect existing neighborhood patterns, and add public safety elements such as lighting in parking areas around businesses. The existing parking lot at 1404 Avenue B has low level, shielded pedestrian lighting for the safety of employees who use the lot. It also provides good visibility of the lot during overnight hours when the bank is closed. There are security cameras on the north side of the bank building as well as security lighting over the one access door that faces the alley. The new parking spaces behind the residence at 1406 Avenue B will be an addition to the south and part of the east side of the lot and will leave the existing home in place. The proposed plan shows the preservation of two significant landscape trees in the yard, including a 40-50 ft honey locust and a 20-30 ft apple tree. Two new trees are shown in the parking lot buffer yard. The street frontage on Avenue B and 14th St W will also need street trees and the Zoning Commission is proposing a condition for the installation of these new street trees. The 14th St W frontage is missing one of the original four street trees. Street tree species are on the Billings tree list (pages 6 & 7), attached to the report. The findings of the review criteria are in the **Summary** portion of this report.

**STAKEHOLDERS**

The Planning staff mailed the surrounding owners notices of the application, posted the property with a zoning request sign, placed application materials on the city's Zoning Information web page, and published a legal ad. The applicant conducted a pre-application neighborhood meeting on October 23, 2023, at the Stockman Bank at 1405 Grand Avenue. One surrounding property owner attended the meeting. Planning staff did not receive any comments over the phone, in person, by US Mail or by email prior to the Zoning Commission hearing.

## **Zoning Commission hearing December 5, 2023**

The Zoning Commission held its public hearing and received the planning staff recommendation of conditional approval and testimony from the applicant's agent, Stephanie Donovan of Cushing Terrell and Jeremy Morgret from Stockman Bank. No other testimony was received. The Zoning Commission members asked questions regarding the disposition of the dwelling at 1406 Avenue B and if there will be a need for more parking in the future. Mr. Morgret stated the bank would likely sell the residence on the front of the lot to a family or someone who would rent the home to someone else. Ms. Donovan stated the bank and consultant team reviewed the need for parking and believe the requested nine parking stalls will fill all the needs for the bank. Commission member Dan Brooks stated he normally would not be in favor of taking a residential lot and converting it to parking, but is glad to note the home will be preserved and sold to a new owner.

Chairperson Larson closed the public hearing. Commission member David Goss made a motion to recommend conditional approval of the special review and adoption of the findings of the review criteria. The motion was seconded by Commission member Greg McCall and was approved on a 4-0 vote.

## **ALTERNATIVES**

The City Council may take one of the following actions:

- Conditionally approve the request and adopt the findings of the review criteria;
- Deny and adopt different findings of the review criteria;
- Delay action of the application until the next regular meeting; or
- Allow the applicant to withdraw the application; or
- Refer the application back to the zoning commission for an additional public hearing based on a determination that 1) new information has been submitted that the applicant and public has not had a reasonable opportunity to examine and comment on, or 2) new information has been presented that was never submitted or considered by the zoning commission or staff.

The applicant has not requested a delay or a withdrawal of the application. Only one motion to delay for up to 60 days or for a referral back to the Zoning Commission is allowed per application.

## **FISCAL EFFECTS**

Approval or denial of the special review should have no effect on the Planning Division budget.

## **SUMMARY**

### **PROPOSED FINDINGS OF THE REVIEW CRITERIA (27-1623.D and E)**

The Zoning Commission recommends approval of the requested special review based on the findings of the criteria. The City Council will consider these findings and recommended conditions prior to making a decision on the special review request.

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any. The proposed establishment of 9 new surface parking spots for employees of Stockman Bank on the rear of the property at 1406 Avenue B is in conformance with the following growth policy guidelines:

- Infill development and development near existing city infrastructure may be the most cost-effective. (Essential Investments and Strong Neighborhoods)
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction. (Strong Neighborhoods)
- Neighborhoods that are safe and attractive and provide essential services are much desired. (Strong Neighborhoods)
- Successful businesses that provide local jobs benefit the community. (Prosperity)
- Community investments that attract and retain a strong, skilled and diverse workforce also attract businesses. (Prosperity)
- Retaining and supporting existing businesses helps sustain a healthy economy. (Prosperity)

Stockman Bank at 1405 Grand Avenue is a convenient location for customers and employees. In general, adequate and accessible parking is desired for commercial and retail services. Surface parking on commercial corridor streets can be challenging and may not be the best return on investment for high-value street frontage. Grand Avenue does not have on-street parking. 14th St W does have some on-street parallel parking. The Billings zoning code requires new surface parking in commercial mixed use corridors to be to the side or rear of new buildings. This preserves the highest value frontage for new buildings. New buildings should frame the corridor to help manage traffic flow and to assist customers with finding their destination. Developing the right number and location of employee and customer parking stalls helps businesses succeed. The location of the new parking stalls is in the right place and will not intrude unnecessarily on the neighborhood of Avenue B. The site plan shows new fencing and buffer yards to protect

the home and residents of 1406 Avenue B and adjacent homes.

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.

The proposed use of up to 9 surface parking spaces located north of the alley at the rear of the property at 1406 Avenue B will not be detrimental to public health, safety, or the general welfare. The applicant will retain the existing home on the street frontage, and it will be occupied as a residence. A new landscaped buffer yard will be put in place, so there is private backyard space for the residents. Two existing mature landscape trees will be retained. These site-specific development conditions will preserve public health and safety.

3. The site is adequate for the proposed use and has topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking. The proposed uses of a small portion of the lot is adequate for the proposed 9 parking spots. The remaining area on the lot will be used by the residents of the home that will remain at 1406 Avenue B. Street trees will be added to the front of 1406 Avenue B and one missing street tree will be replaced on 14th St West.

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. The development will not be injurious to the existing use and enjoyment of the residential property in the immediate area. The value of property in the area should be improved through new development on the property. The value of site improvements to land value is a strong 4 to 5 ratio - e.g. improvements equal or exceed four times the value of the land. This indicates a stable neighborhood area with good maintenance and improvements to property over time.

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.

The proposed addition of 9 off-street parking spaces accessed from the alley will not impede the normal development of the surrounding neighborhood as all existing uses, including the home and parking, are being maintained, just altered slightly. If the bank needs additional parking in the future and wishes to expand the parking to include the entire parcel, this will require another special review approval.

6. Conditions necessary to protect public health, safety, and general welfare can be established. Staff recommends the following conditions of approval for this project based on the findings of the review criteria:

1. The special review approval is for the establishment of up to 9 new off-street parking spaces on the south end of the property legally described as Lots 47 and 48, Block 2, Evergreen Subdivision. The address of the parcel is 1406 Avenue B. No other use is intended or implied.
2. The site will be developed in substantial conformance to the submitted site plan, including the retention of the two landscape trees (one honey locust and one apple tree), relocation of the 6-foot solid fence to enclose the smaller backyard, installation of the landscaping in the new buffer yard, and installation of new lighting.
3. The applicant will install two new street trees in front of 1406 Avenue B either in the boulevard or within 5 feet of the back of the sidewalk. The missing street tree on 14th St West will be replaced with a new street tree. New street trees should be large enough to have the lowest branch height trimmed up to at least 8 feet above grade to preserve clear vision at driveways and intersections. The applicant will choose trees from the City of Billings tree list for boulevard trees.
4. The applicant will ensure the new light fixtures are similar in style to the existing fixtures at 1404 Avenue B including a maximum height of 15 feet above grade (including the footing, pole and light fixture), and a fully shielded fixture, so no part of the lens is visible below the shielding.
5. No work on the site improvements will occur before 7 am or after 8 pm daily.
6. The applicant will apply for a permit for the work within one year of City Council approval and complete the work authorized within two years of Council approval.
7. Failure to meet the described deadlines above or complete the authorized work will void the special review approval. Abandonment of the use for more than 6 consecutive months will void the special review approval. Re-establishment of the use or expansion of the use will require a new special review application.
8. These conditions run with the land use and are binding upon and must be adhered to by the owner and any successors, transferees or assigns.
9. The right of building, engineering, final inspections and occupancy permits are contingent upon the fulfillment of all conditions imposed by this approval.

7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

The site is served by water and sewer and the parking spaces will be accessible from the alley or through the existing driveway in the parking lot at 1404 Avenue B. The existing residence will have the required two off-street spaces within the area reserved for their use. Given the existing use and the addition of parking, there are no concerns with

adequate utilities, access, drainage, or other facilities.

8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion on public streets.

The site will not increase traffic on any adjacent street, and the bank has already improved the alley pavement and drainage to accommodate daily use by customers and employees. Some customers or employees that are currently parking on 14th St W or Avenue B will have off-street spaces available. This will minimize traffic congestion on these streets.

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.

The proposed site improvements conform to the requirements for off-street parking, landscaping and buffering. The applicant has not requested any variances or modifications of these requirements.

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### **Attachments**

Zoning Map and Site Photos SR 998

Zoning History for SR 998

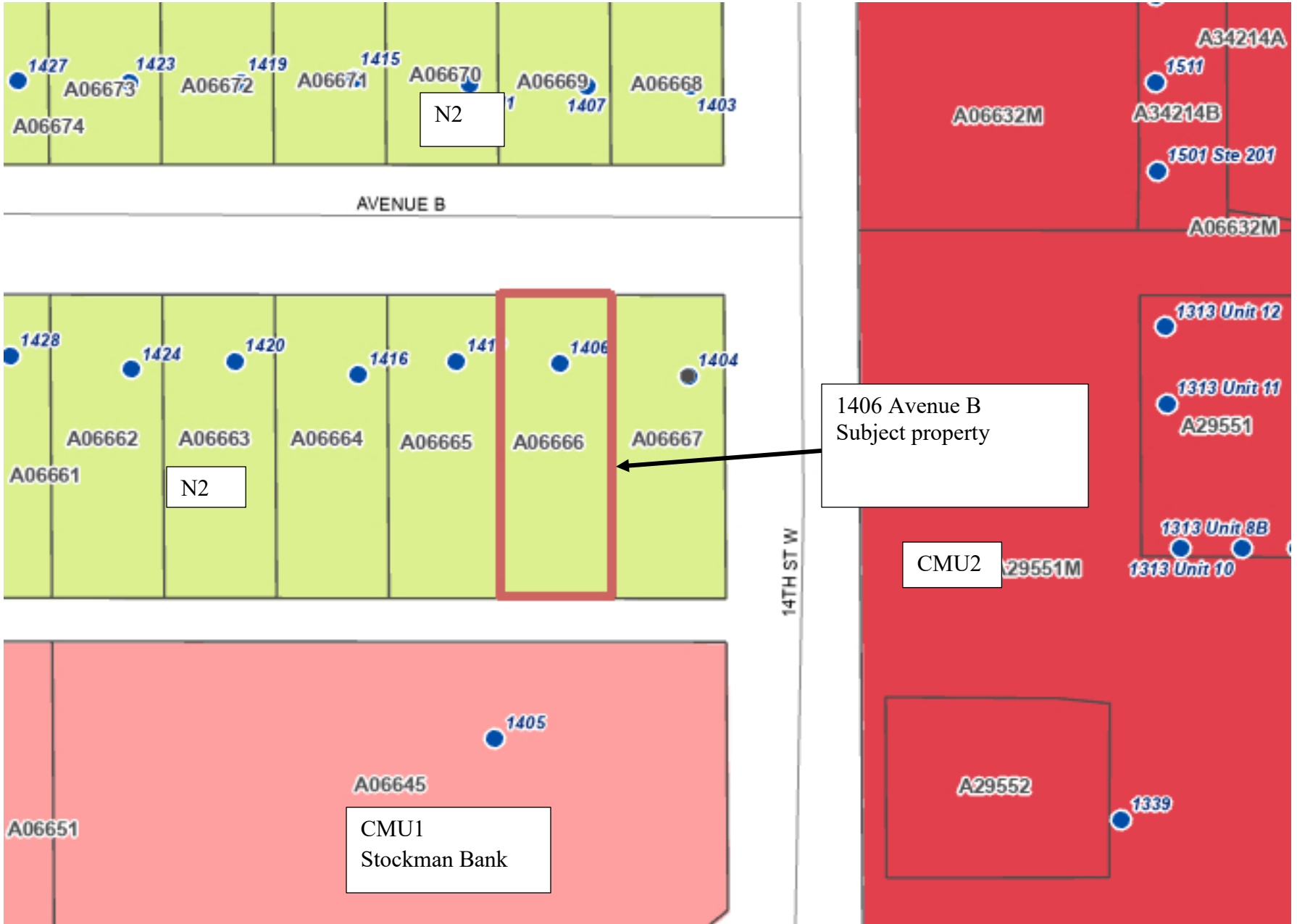
Site Plan Nov 30 2023 for SR 998

Pre-application meeting info SR 998

City of Billings Tree List

Application Materials SR 998

City Special Review 998 – 1406 Avenue B  
Zoning Map and Site Photos



Subject Property





Subject Property 1406 Avenue B



Subject Property 1404 Avenue B



View east on Avenue B to intersection of 14<sup>th</sup> St West



View north and east on Avenue B



View north and west across Avenue B



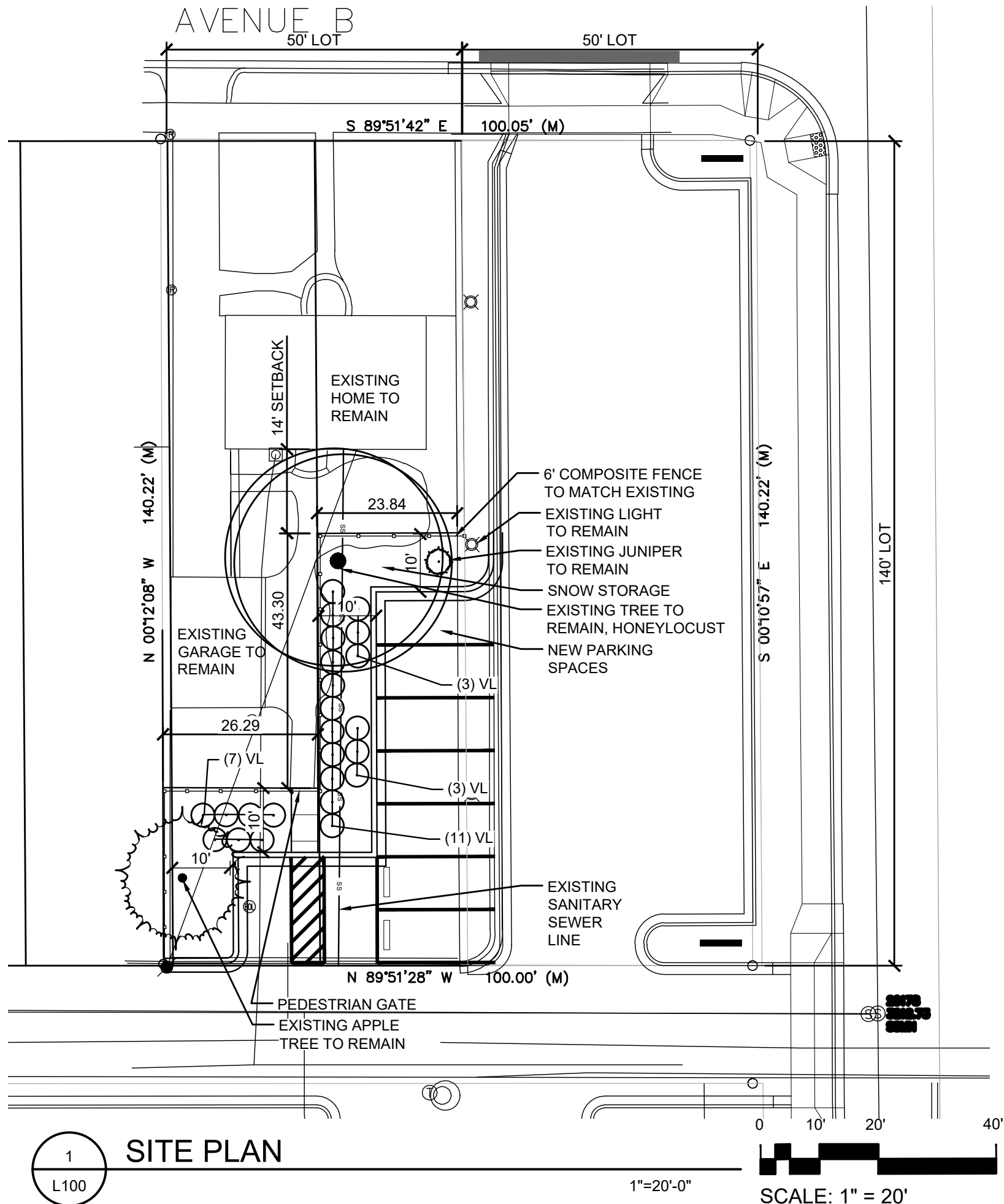
View west on Avenue B

Zoning History for City SR 998 – 1406 Avenue B

| <b>SUBJECT PROPERTY</b>     | <b>Special Review</b> | <b>DATE</b> | <b>FOR</b>                                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                        |
|-----------------------------|-----------------------|-------------|---------------------------------------------------------------|-----------------------|-----------------------------------------------|
| None                        |                       |             |                                                               |                       |                                               |
| <b>SURROUNDING PROPERTY</b> | <b>Special Review</b> | <b>DATE</b> | <b>FOR</b>                                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                        |
| 1635 Alderson               | Special Review 774    | 1/10/2005   | Parking lot for City Brew/City Vineyard at 1640 Grand         | Yes                   | City Brew and T-Mobile<br>Current zone is NX2 |
| 1404 Avenue B               | Special Review 890    | 7/11/2011   | 1404 Avenue B<br>parking lot in R70 zone for<br>Stockman Bank | Yes                   | Included in ZC 1040<br>NO to N2               |
| 816 Avenue B                | Special Review 920    | 1/12/2015   | Parking lot in R60 zone for<br>Mazevo Coffee                  | Yes                   | Current zone is CMU1                          |
| 1115 16 <sup>th</sup> St W  | Special Review 946    | 8/22/2016   | Parking lot in R70 zone<br>for the benefit of 1601-1643 Lewis | Yes                   | Current zone is N2                            |

**PLANT SCHEDULE**

| CODE        | QTY | BOTANICAL NAME             | COMMON NAME            |
|-------------|-----|----------------------------|------------------------|
| TREES<br>VL | 25  | VIBURNUM LANTANA 'MOHICAN' | MOHICAN WAYFARING TREE |



**1**  
L100  
**SITE PLAN**

1"=20'-0"

SCALE: 1" = 20'



**Pre-Application Statement of Owner(s) or Agent(s)**

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed Special Review application packet, including any required fees, for a Special Review to be processed by the Planning Division.

1. **Present Zoning:** N2 \_\_\_\_\_
2. **Written description of the Special Review** including existing conditions and proposed development:  
preserve existing parking and construct parking on site as primary use. \_\_\_\_\_
3. **Subject Property Map:** please attach to this form
4. **Legal Description of Property:** Lots 45 - 48, Block 2, Evergreen Subdivision, Section 36, T 01 N, R 25 E, City of Billings, Yellowstone County, Montana.  
\_\_\_\_\_ Existing zoning: N2 Mid-Century Neighborhood  
\_\_\_\_\_ Proposed zoning: NO Neighborhood Office
5. **Neighborhood Task Force Area:** Yes //  No . If Yes, Name of Task Force and mailing address of Chairperson:  
\_\_\_\_\_
6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form
7. **A copy of the meeting notice.** please attach to this form
8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form
9. **The undersigned affirm the following:**
  - 1) The pre-application neighborhood meeting was held on the 23, day of Oct., 2023.
  - 2) The Special Review application is based on materials presented at the meeting.

**Owner (s):** Stockman Bank Telephone: (406) 234-8420  
**Address:** PO Box 250 Email: mcservice@stockmanbank.com  
Miles City, MT 59301

**Agent (s):** Dayton Rush, PLA Cushing Terrell Telephone: (406) 248 7455  
**Address:** 13 N. 23rd Street Email: daytonrush@cushingterrell.com  
Billings MT, 50101



## Zone Change Notice of Neighborhood Meeting

**Address:** 1404 and 1406 Avenue B

**Legal description:** Lots 45 - 48, Block 2, Evergreen Subdivision, Section 36, T 01 N, R 25 E, City of Billings, Yellowstone County, Montana.

Existing zoning: N2 Mid-Century Neighborhood

Proposed zoning: NO Neighborhood Office

**Owner:** Stockman Bank of Montana

PO Box 250

Miles City, MT 59301

### **Meeting time and location:**

5:15 PM, Monday October 23

Stockman Bank, 1403 Grand Avenue, Billings

Dear Neighbors,

To create more convenient parking for staff and reduce the number of cars parking on the street, Stockman Bank would like to add to its parking lot.

Stockman purchased Susan Peterson's house at 1406 Avenue B. We would like to create staff parking off the alley and in a portion of the rear yard that adjoins our parking lot at the corner of Avenue B and 14<sup>th</sup>.

The city code will not allow us to park on a residentially zoned lot. Being sensitive to the residential character of the block, we are requesting a zone change to Neighborhood Office for only the rear portion of the lot. We intend to keep the house on the front portion of the lot, continuing its current residential zone and use as a home.

We are hosting a neighborhood meeting to discuss the project with the neighbors.

Questions please contact owners representative:  
Dayton Rush PLA, Cushing Terrell (406) 248-7455

*Property plan located on back of page.*

## Neighborhood meeting Sign In

Dayton Rush , Cushing Terrell (agent)

Mike Tuss, Cushing Terrell (Agent)

HENSON, MARY ANN (Neighbor not within 500' of property)

Bill Coffee, Stockman Bank (owner)

Spence Fredrick, Stokman Bank (owner)

### Neighborhood Meeting Munities

5:15 PM, Monday October 23

Stockman Bank, 1403 Grand Avenue, Billings

Introduction of neighborhood meeting and overview of project history – Mike tuss

- Two neighborhood properties at the corner of avenue B and 13<sup>th</sup> street, one is currently a parking lot for stockman bank and the second is a house.
- Stockman bank is hosting a neighborhood meeting to inform the neighbors that they intent to apply for a change of zoning to NO zoning from N2 for both properties.
- Stockman bank is hosting a neighborhood meeting to the inform the neighbors that they intent to apply for a special review to construct parking as a primary use.
- Stockman intends to preserve the existing parking as a primary use and add parking to the back yard of the existing residence while maintaining the existing home , patio and garage.
- The site plan was presented for comments and feedback on a large screen in the conference room.

### Neighborhoods comments

- Mary Ann Hensen (Invited to the meeting by a property neighbor but not on the initial mailing list) her comments included a desire for stockman to maintain the existing large trees including the apple tree that was currently planned on being preserved and a honeylocust that was not the plan to be preserved.
- Mary Ann Hansen supported stockman creating offstreet parking to keep vehicles off the street long term and to provide more accessible space for all abilities.
- Mary Ann Hansen stated that she would like stockman to provide gate locks and cameras to prevent the unhoused from using the alley.

Stockman supported saving the trees and agreed to modify the plan preserve the trees.

No other comments from the neighborhood were brought up.

End of munities.

**Recommended Tree Species**

**Large Trees 40 ft. and up  
30 to 40 feet spacing between trees recommended**

| Species                                                      | Zone | Notes                                                                                                                                           |
|--------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| White Fir<br><i>Abies concolor</i>                           | 4    | Light colored needles that stand up                                                                                                             |
| Norway Spruce<br><i>Picea abies</i>                          | 3    | Pendulous branches. Largest and fastest growing of the spruces. Large cones.                                                                    |
| Ponderosa Pine<br><i>Pinus ponderosa</i>                     | 3    | Long needles, native                                                                                                                            |
| Serbian Spruce<br><i>Picea omorika</i>                       | 4    |                                                                                                                                                 |
| Colorado Blue Spruce<br><i>Picea pungens</i>                 | 3    | Varies in color from gray-green to blue-green. Sharp needles                                                                                    |
| Douglas Fir<br><i>Pseudotsuga menziessi</i>                  | 4    | Soft needles                                                                                                                                    |
| American Elm<br><i>Ulmus Americana</i><br>Multiple varieties | 4    | Fast growing, need training when young. New varieties are dutch elm resistant. Call for recommendation                                          |
| Elm Hybrids<br>Accolade and Triumph are excellent            | 4    | Dutch elm resistant. Easier to train than American elm. Call for recommendation.                                                                |
| Bur Oak<br><i>Quercus macrocarpa</i>                         | 3    | Ph adaptable, more tolerant of city conditions than most oaks. Small round galls can make tree unsightly in the winter but is harmless to tree. |
| Swamp White Oak<br><i>Quercus bicolor</i>                    | 4    | Chlorosis can occur in high alkaline soil.                                                                                                      |
| Northern Red Oak<br><i>Quercus rubra</i>                     | 4    |                                                                                                                                                 |
| Scarlet Oak<br><i>Quercus coccinea</i>                       | 4    |                                                                                                                                                 |
| Northern Pin Oak<br><i>Quercus elipsoidalis</i>              | 4    |                                                                                                                                                 |
| Regal Prince Oak<br><i>Quercus x warei 'Long'</i>            | 4    | Columnar shape, very narrow, good next to a tall building.                                                                                      |
| Ginkgo<br><i>Ginkgo biloba</i>                               |      | Very slow growing. Can live hundreds of years.                                                                                                  |
| Northern Hackberry<br><i>Celtis occidentalis</i>             | 3    | Nipple gall makes leaves unattractive but is harmless to tree. Very tolerant of wind and cold. Salt intolerant.                                 |
| American Linden<br><i>Tilia Americana</i>                    | 3    | Pyramidal shape. Salt intolerant.                                                                                                               |
| Kentucky Coffeetree<br><i>Gymnocladus dioicus</i>            | 3    | No serious pest problems.                                                                                                                       |
| Northern Catalpa<br><i>Catalpa speciosa</i>                  | 4    | 8" to 12" long bean-like fruit capsules persist on tree through winter.                                                                         |

|                                                                                          |             |                                                                                   |
|------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------|
| Japanese Zelkova<br>Zelkova serrata 'Green Vase'                                         | 4           | Similar to American elm                                                           |
| Bloodgood London Planetree<br>Plantanus x acerifolia 'Bloodgood'                         | 4           | Will grow in about anything, mostly disease resistant.                            |
| Norway Maple<br>Acer platanoides multiple varieties                                      | 3           | Shallow spreading root system.                                                    |
| Columnar Norway Maple<br>Acer platanoides 'Columnare'                                    | 4           | Narrow, upright, and compact                                                      |
| Freeman Maple<br>Acer freemianii 'Multiple varieties'                                    | 3           | Fast growing, cross between red and silver maple, yellow, orange, red fall colors |
| Sugar Maple<br>Acer saccharum 'multiple varieties'                                       | 3           | Excellent fall colors from yellow and orange to red.                              |
| State Street Maple<br>Acer miyabei 'Morton'                                              | 4           | Larger and more hardy alternative to Hedge Maple.                                 |
|                                                                                          |             |                                                                                   |
| Turkish Filbert<br>Corylus colurna                                                       | 4           | Thrives in adverse conditions. Currently being tested in Billings                 |
| Honeylocust<br>Gleditsia triacanthos var. inermis<br>'Skyline' or 'Shademaster'          | 4           | Good urban tree but has been overplanted.                                         |
|                                                                                          |             |                                                                                   |
| <b>Medium Trees 25 ft. to 40 ft.<br/>20 to 30 feet spacing between trees recommended</b> |             |                                                                                   |
| <b>Species</b>                                                                           | <b>Zone</b> | <b>Notes</b>                                                                      |
| Black Hills Spruce<br>Picea glauca densata                                               | 3           | Short blue-green needles. Shapley.                                                |
| Austrian Pine<br>Pinus nigra                                                             | 3           | Two needle pine, fast growing                                                     |
| Limber Pine<br>Pinus flexalis                                                            | 2           | Native 5 needle pine                                                              |
| Swiss Stone Pine<br>Pinus cembra                                                         | 4           | 5 needle pine                                                                     |
| Amur Corktree                                                                            |             | Shallow spreading root system                                                     |
| Bigtooth Maple<br>Acer grandidentatum                                                    | 4           | Red fall color                                                                    |
| Cladrastus kentukea                                                                      | 4           |                                                                                   |
| Crimson King Norway Maple<br>Acer platanoides                                            | 4           | Maroon foliage all summer                                                         |

|                                                                 |   |                                                                                                               |
|-----------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------|
| Deborah Norway maple<br>Acer platanoides 'Deborah'              | 4 | Leaves emerge red then turn maroon then dark bronze-green, finally turning to bronze in the fall.             |
| Hedge Maple<br>Acer campestre                                   | 4 | Best maple for dry alkaline soils, low branching, dense shade, slow growing.                                  |
| Sensation Box Elder<br>Acer negundo 'Sensation'                 | 4 | Male, improved branch structure from species, very fast growing.                                              |
| Red Maple<br>Acer Rubrum multiple varieties                     | 4 | Susceptible to chlorosis in the high ph soils of Billings                                                     |
| Shantung Maple<br>Acer truncatum 'Pacific Sunset'               | 4 | Green glossy leaves turning yellow orange to bright red in the fall.                                          |
| River Birch<br>Betula nigra 'Heritage'                          | 4 | Resistant to Bronze Birch Borer and Japanese Beetle                                                           |
| Katsuratree<br>Cercidiphyllum japonicum                         | 4 | Needs ample water, slow growing                                                                               |
| Ohio Buckeye<br>Aesculus glabra                                 | 4 | Can get leaf scorch in summer, best in light shade. Nuts are poisonous.                                       |
| Horsechestnut<br>Aesculus hippocastanum                         | 3 | Very little seedpods                                                                                          |
| Hybrid Horsechestnut                                            | 4 |                                                                                                               |
| Honeylocust<br>Multiple varieties available                     | 4 | Overplanted in Billings, very tough tree but will get spider mites with extreme heat and drought.             |
| Goldenrain Tree<br>Koelreuteria paniculata                      | 4 | Tolerant of soil extremes. No serious pest problems.                                                          |
| American hophornbeam<br>Ostrya virginiana                       | 3 |                                                                                                               |
| Littleleaf Linden<br>Tilia cordata                              | 4 | Pyramidal shape. Overplanted in Billings area.                                                                |
| Harvest Gold Linden<br>Tilia x mongolica 'Harvest Gold'         | 3 | Yellow fall color, exfoliating red bark.                                                                      |
| Dakota Pinnacle Asian White Birch<br>Betula platyphylla 'Fargo' | 3 | Good resistance to Bronze Birch Borer, drought tolerant, adaptability to heavy clay soils and fairly high ph. |
| Paper Birch<br>Betula papyrifera                                | 3 | Fast growing, white bark                                                                                      |
| American Hornbeam<br>Carpinus caroliniana                       | 3 | No pest problems, no litter, slow growing, beautiful fall color.                                              |
| Turkish Filbert<br>Corylus colurna                              | 4 | Pest-free, tolerates drought and alkaline soil.                                                               |

**Small Trees 15 ft. to 25 ft.  
10 to 20 feet spacing between trees recommended**

| Species                                                                                | Zone | Notes                                                                     |
|----------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------|
| Rocky Mountain Juniper<br><i>Juniperis scopulorum</i>                                  | 3    |                                                                           |
| Mugo Pine<br><i>Pinus mugo</i>                                                         | 2    | To 15 feet                                                                |
| Bristlecone Pine<br><i>Pinus aristata</i>                                              | 4    | Small, very slow growing                                                  |
| Amur maple<br><i>Acer ginnala</i>                                                      | 2    | Low branched or multi-stemmed tree, brilliant orange-red to deep red.     |
| Tatarian Maple<br><i>Acer tataricum</i>                                                | 3    | Bright red samaras, adaptable to dry, high ph soils and cold winters.     |
| Robin Hill Serviceberry<br><i>Amelanchier grandiflora</i> 'Robin Hill'                 | 3    | Edible berries                                                            |
| Autumn Brilliance Serviceberry<br><i>Amelanchier x grandiflora</i> 'Autumn Brilliance' | 4    |                                                                           |
| Eastern Redbud<br><i>Cercis Canadensis</i>                                             | 4    | Needs protection from cold and wind                                       |
| Amur Maackia<br><i>Maackia amurensis</i>                                               | 3    | Blooms late summer, ornamental seed pods and bark offers winter interest. |
| Amur Chokecherry<br><i>Prunus maackii</i>                                              | 2    | Glossy bronze-colored bark                                                |
| Newport Plum<br><i>Prunus Newport</i>                                                  | 3    |                                                                           |
| Thundercloud Plum<br><i>Prunus cerasifera</i> 'Thundercloud'                           | 5    |                                                                           |
| Mountain Frost Pear<br><i>Pyrus ussuriensis</i> 'Bailfrost'                            | 3    | Heavily flowering, beautiful fall tree.                                   |
| European Mountain Ash<br><i>Sorbus aucuparia</i>                                       | 3    | Susceptible to sunscald                                                   |
| China Snow Tree Lilac<br><i>Syringa pekinensis</i> 'China Snow'                        | 3    |                                                                           |
| Ivory Silk Lilac<br><i>Syringa reticulata</i> 'Ivory Silk'                             | 4    |                                                                           |

### **Planting Tips**

- ❖ **Avoid planting trees too deep. The tree's first major root should be at ground level. Often times trees come too deep from the nursery and require having soil removed from the top of the root ball to reach the proper planting depth.**
- ❖ **Keep sod away from the tree's stem. The use of mulch is highly advised. Place 2-3 inches deep, out to the drip line of the tree but not up against the tree.**
- ❖ **Watering trees require different watering requirements than turf. Trees should be watered before and after planting. Deep root watering should be done until the tree is established approximately every 7-10 days.**
- ❖ **Do not fertilize in the first year of planting.**
- ❖ **Call 811 for underground utilities prior to any digging.**

# Recommended boulevard trees for City of Billings

| Large Trees 40 ft. and up<br>Requires 30 feet spacing between trees and 7 ft. + planting strip       |      |                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| American Elm <i>Ulmus Americana</i> Multiple cultivars                                               | 3    | There are a number of new cultivars that are Dutch Elm Disease resistant. Ex. Lewis & Clark, Valley Forge                                                                                      |
| Hybrid Elm Multiple cultivars                                                                        | 4    | There are a number of new cultivars of elm. Ex. Accolade, Triumph                                                                                                                              |
| Paper Birch <i>Betula papyrifera</i> Multiple cultivars                                              | 3    | White peeling bark                                                                                                                                                                             |
| Regal Prince Oak <i>Quercus x warei</i> 'Long'                                                       | 4    | Columnar shape, good for tight spots next to tall buildings                                                                                                                                    |
| Ginkgo <i>Ginkgo biloba</i>                                                                          | 3-4  | Select male varieties, very slow growing but can live hundreds of years                                                                                                                        |
| Northern Hackberry <i>Celtis occidentalis</i>                                                        | 3    | Nipple gall makes leaves unattractive but is harmless to tree. Very tolerant of extreme conditions.                                                                                            |
| American Linden <i>Tilia Americana</i>                                                               | 3    | Pyramidal shape.                                                                                                                                                                               |
| Northern Catalpa <i>Catalpa speciosa</i>                                                             | 4    | 8" to 12" long bean-like fruit capsules persist on tree through winter. Very large leaves                                                                                                      |
| Norway Maple <i>Acer platanoides</i> multiple cultivars                                              | 4    | Prone to frost cracking and sunscald, subject to limb breakage with high winds and heavy snowloads, prefers sheltered location. Can be a highly desirable tree with proper growing conditions. |
| Honeylocust<br><i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skyline' or 'Shademaster'           | 4    | Tough urban tree but has been overplanted, produces filtered shade from it's many small leaves                                                                                                 |
| Medium Trees 25 ft. to 40 ft.<br>Require 20 feet spacing between trees and 5 to 7 ft. planting strip |      |                                                                                                                                                                                                |
| Species                                                                                              | Zone | Notes                                                                                                                                                                                          |
| Sensation Box Elder<br><i>Acer negundo</i> 'Sensation'                                               | 4    | Male, improved branch structure from species. Very fast grower.                                                                                                                                |
| Honeylocust<br><i>Gleditsia triacanthos</i> var. <i>inermis</i>                                      | 3-4  | Northern Acclaim, Imperial, Prairie Silk, skyline. Honeylocust has become overplanted in Billings.                                                                                             |
| Honeylocust<br><i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Street Keeper'                      | 4    | A more narrow, upright, pyramidal shape. Perfect for city streets.                                                                                                                             |
| Littleleaf Linden <i>Tilia cordata</i>                                                               | 3    | Pyramidal shape, fast growing, overplanted in Billings area. Ex. Greenspire and Morden                                                                                                         |
| Harvest Gold Linden<br><i>Tilia mongolica</i> 'Harvest Gold'                                         | 3    | Yellow fall color, exfoliating red bark.                                                                                                                                                       |
| Dropmore Linden<br><i>Tilia x flavescens</i> 'Dropmore'                                              | 3    | Slightly coarser foliage than <i>Tilia cordata</i> with larger leaves.                                                                                                                         |

|                                                                        |   |                                                                                                                                                   |
|------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Dakota Pinnacle Asian White Birch<br><i>Betula platyphylla</i> 'Fargo' | 3 | Good resistance to Bronze Birch Borer, drought tolerant, adaptability to heavy clay soils and fairly high ph. Columnar to pyramidal growth habit. |
| Turkish Filbert <i>Corylus Colurna</i>                                 | 4 | Pest-free tolerates drought and alkaline soil, slow growing.                                                                                      |
|                                                                        |   |                                                                                                                                                   |

Small Trees 15 ft. to 25 ft.  
Require 15 feet spacing between trees and 4 ft. + planting strip

| Species                                                                             | Zone | Notes                                                                     |
|-------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------|
| Robin Hill Serviceberry <i>Amelanchier grandiflora</i> 'Robin Hill'                 | 3    | Edible berries                                                            |
| Princess Diana Serviceberry <i>Amelanchier grandiflora</i> 'Princess Diana'         | 3    |                                                                           |
| Snowcloud Serviceberry <i>Amelanchier laevis</i> 'Snowcloud'                        | 4    | Edible berries                                                            |
| Autumn Brilliance Serviceberry <i>Amelanchier x grandiflora</i> 'Autumn Brilliance' | 4    |                                                                           |
| Amur Maackia <i>Maackia amurensis</i>                                               | 3    | Blooms late summer, ornamental seed pods and bark offers winter interest. |
| Newport Plum <i>Prunus Newport</i>                                                  | 3    |                                                                           |
| European Bird Cherry <i>Prunus padus</i>                                            | 3    |                                                                           |
| Showy Mountain Ash <i>Sorbus decora</i>                                             | 2    | Good disease and sun scald resistance                                     |
| Ivory Silk Lilac<br><i>Syringa reticulata</i> 'Ivory Silk'                          | 3    |                                                                           |
| Princess Kay Plum<br><i>Prunus nigra</i> 'Princess Kay'                             | 3    |                                                                           |

## Planting Tips

- ❖ Avoid planting trees too deep. The tree's first major root should be at ground level. Often times trees come too deep from the nursery and require having soil removed from the top of the root ball to reach the proper planting depth.
- ❖ Keep sod away from the tree's stem. The use of mulch is highly advised. Place 2-3 inches deep, out to the drip line of the tree.
- ❖ Watering trees require different watering requirements than turf. Trees should be watered before and after planting. Deep root watering should be done until the tree is established approximately every 7-10 days.
- ❖ Do not fertilize in the first year of planting.
- ❖ Call 811 for underground utilities prior to any digging.

Written statement to the Zoning Commission

Address: 1404 and 1406 Avenue B

Legal description: Lots 45 - 48, Block 2, Evergreen Subdivision, Section 36, T 01 N, R 25 E, City of Billings, Yellowstone County, Montana.

Existing zoning: N2 Mid-Century Neighborhood

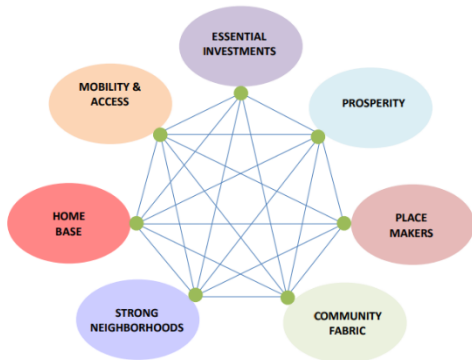
Proposed zoning: NO Neighborhood Office

Owner: Stockman Bank of Montana

PO Box 250

Miles City, MT 59301

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?



- *Community Fabric; preserve existing trees, provide attractive landscape buffer.*
- *Walkable neighborhoods that permit convenient destinations such as neighborhood services*
- *Successful businesses that provide local jobs benefit the community*

B. How the site is adequate in size and location to accommodate the proposed use while still meeting all of the zone district requirements such as landscaping and parking.

*The lot is adequate in size to accommodate landscape buffers between residential and commercial, and to support the need for off street parking withing the neighborhood to support the existing bank building on grand avenue.*

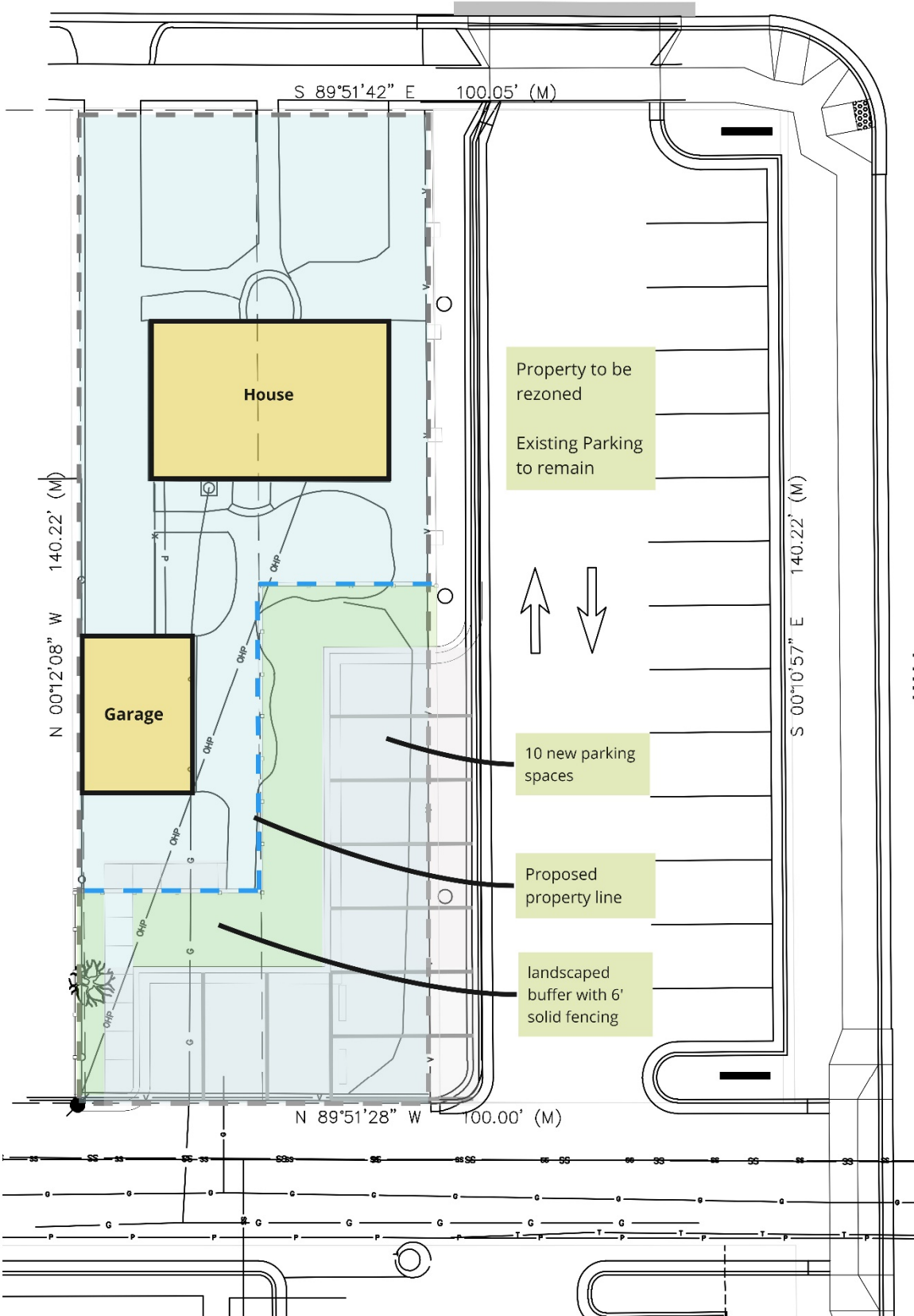
C. How the proposed use is compatible with nearby uses and how the applicant intends to mitigate any potential impacts.

*The applicant intends to preserve the existing house and garage and build parking on the rear of the site with appropriate landscape buffers and site obscuring fencing to keep the neighborhood in tack on avenue B while supporting the commercial use of Grand Avenue.*

D. How the proposed use will not impede the normal improvement of surrounding property.

Since the parking will be added to the existing parking lot circulation the neighborhood circulation will be minimally modified and will have as little impact on the neighborhood as possible. Additional off-street parking will help preserve the walkability of the neighborhood and free up on street spaces.

AVENUE B



14TH

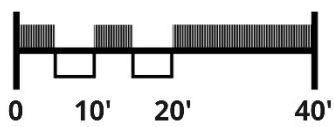


EXHIBIT FOR NEIBORHOOD MEETING









**City Council Regular**

**Date:** 01/08/2024  
**Title:** Nomination and Election of Deputy Mayor Pro Tempore  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council nominate and then elect by voice-vote a Deputy Mayor Pro Tempore.

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

Section 3.05 of the Billings Charter and Section 2-204, of the Billings, Montana City Code (BMCC) requires a Deputy Mayor and Deputy Mayor Pro Tempore be elected by voice-vote. The election of Deputy Mayor and Deputy Mayor Pro Tempore will be for two-year terms. The Deputy Mayor fulfills the Mayor's responsibilities if he/she is unable to do so for any reason. The Deputy Mayor Pro Tempore fulfills the duties of Mayor and Deputy Mayor in the event both are unable to do so.

**Billings Charter Section 3.05. Deputy Mayor.**

*The City Council shall elect at its first meeting following each general election from the Councilmembers a Deputy Mayor, who shall act as Mayor during the absence or disability of the mayor.*

**BMCC Sec. 2-204. - Election and duties of deputy mayor and deputy mayor pro tempore.**

*At its first regular meeting following each city general election, the city council shall elect by voice vote one of the councilmembers as deputy mayor. At its first regular meeting of the year following each city general election, the city council shall elect by voice vote one of the councilmembers as deputy mayor pro tempore. Both the deputy mayor and deputy mayor pro tempore shall serve two-year terms. In the absence of the mayor, or the mayor's inability from any cause to discharge the duties of his or her office, the deputy mayor shall preside over meetings and exercise all the power and discharge all the duties of the mayor. In case of the absence or inability of both the mayor and the deputy mayor, the deputy mayor pro tempore shall preside and discharge all of the duties of the deputy mayor. The deputy mayor or the deputy mayor pro tempore, while performing the duties of the mayor, shall serve as the acting mayor, and acts performed by such person while acting as mayor shall have the same force and validity as if performed by the mayor.*

**ALTERNATIVES**

There are no viable alternatives for this item.

**FISCAL EFFECTS**

There is no direct financial impact associated with this action.

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