

****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, fifth floor of City Hall, 316 N. 26th Street. In order to honor the Right of Participation and the Right to Know in Article II, Sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
 - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)* Channel 7 or Channel 978 - TDS Fiber.
 - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
 - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
 - In-Person.

Citizens may submit public comment via the following methods:

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- Email: Council@billingsmt.gov.
 - Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- Attend the meeting in person

Please contact Denise Bohlman, City Clerk, at 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

FEBRUARY 10, 2025

5:30 P.M.

NEW COUNCIL CHAMBERS
316 N. 26th St., 5th Floor

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Gulick

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

MINUTES: January 27, 2025

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 2 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. **Billings Operations Center - Rooftop Unit Replacement.** (Opened 1/21/25) Recommend Air Controls.
2. **CCTV Storm Inspection Camera.** (Opened 1/21/25) Recommend CUES.

B. **Amendment No. 4,** to the Purchase and Sale Agreement (PSA) for City Hall building at 210 N. 27th Street; Honaker Realty, LLC and JWT Capital, LLC.

C. **Contract** with DOWL for W.O. 25-18: Grand Avenue Trunk Main Extension and Arnold Drain Detention.

D. **Purchase** new playground equipment for Sacajawea Park; Grondahl Recreation.

E. **Acceptance** of Fish, Wildlife and Parks Recreational Trails Program Grant and Billings Trail Net donation and authorization to construct the Big Ditch Trail extension.

F. **FY25-26 Annual Certified Local Government (CLG) Grant Program** for historic preservation projects.

- G. **Donation** to Code Enforcement from Rimrock Credit Union for Anti-Graffiti Fund.
- H. **Donations** to Police Department from Empire Roofing and an anonymous donor for Camp Blue and other departmental needs.
- I. **Resolution of Intent** to create SID 1428 Annafeld Subdivision, 5th Filing Streetlights and set a public hearing for March 10, 2025.
- J. **Resolution** amending Resolution 24-11193 to allow for expedited graffiti fund reward payments.
- K. **Second/Final Reading Ordinance** amending Section 6-1300, BMCC - Display of Address Numbers.
- L. **Second/Final Reading Ordinance** amending Section 13-400, BMCC - Division 3 Business, Occupation and Profession Tax.
- M. **Second/Final Reading Ordinance** amending Section 18-1100, BMCC - Graffiti.
- N. **Second/Final Reading Ordinance** amending Section 18-1302, BMCC - Civil Citations Service and Requirements.
- O. **Second/Final Reading Ordinance** amending Section 24-411, BMCC - Parking for Camping Purposes.
- P. **Bills for the Weeks of:**
 - 1. January 7, 2025
 - 2. January 14, 2025

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. **RESOLUTION** adopting FY2026 City Council Budget Goals. Council Budget and Finance Committee recommends approval.

Recommended Motion: I move to approve a resolution adopting FY2026 City Council Budget Goals, as recommended by the Council Budget and Finance Committee.

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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**\* 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:** 02/10/2025  
**Title:** Billings Operations Center - Rooftop Unit Replacement  
**Presented by:** John Caterino, Facilities Manager  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that Council approve and award a contract for package rooftop unit equipment replacement at Billings Operations Center (BOC) to Air Controls for \$568,681.25

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

The package rooftop units at BOC are DX cooling/gas heating and the average lifespan of that equipment is 15-20 years. The BOC was built in 2002, and the package rooftop units have reached their end of life at approximately 23 years.

Facilities Division maintenance data does not indicate a high failure rate; however, the existing units are charged with R22 refrigerant, which was phased out by the EPA on January 1, 2020, and is becoming more expensive and increasingly difficult to source. The new equipment that is specified in the bid documents is R454b and R32 which are a more ozone-friendly solution as they have a lower global warming potential than R22. Additionally, the new equipment has a higher efficiency rating, which decreases operating costs.

The package units provide heating and cooling to the office areas at the 4848 Midland Road Administration building and the 4810 Midland Road PD1 Police Barn building. This project includes the removal of existing Lennox units and installation of new Lennox units. The total quantity of units to be replaced is fourteen (14): ten (10) are located at the Admin building and four (4) are located at the Police Barn.

Evaluation of alternate options:

1. The option of retrofitting the existing units with drop-in refrigerant was investigated but the compressors would have to be replaced in addition to the compressor oil, the units would not perform at the same efficiency level as new equipment, and there is no guarantee the modifications would allow the system to perform as designed and installed.
2. With the discussion about electrification, the engineer also looked into heat pumps but they do not perform well in overly cold climates and would require augmenting with an additional heating element which increases the cost of the project.
3. Do not replace, run to failure, and replace as needed. Replacing individually will cost more versus full replacement and staging one time.

Facilities advertised an Invitation for Bid (IFB) on 11/15 and 11/22/2024 in *Yellowstone County News* and on the City's Website. Due to conflicts with scheduling a mandatory pre-bid meeting and attendance, the 12/03/2024 bid opening was delayed. The IFB was readvertised on 12/20 and 12/27/2024 in *Yellowstone County News* and on the City's Website. A mandatory pre-bid meeting was held on 01/08/2025 and was attended by eleven (11) firms ranging from mechanical, electrical, controls and general contractors.

Bids were opened on 01/21/2025 and two (2) bids were received. Bid tabulation is provided below with Air Controls being the successful low and responsive bidder.

Base bid is for removal and replacement of package units and alternate #1 is for installation of Reliable Controls. City will accept base bid and accept alternate #1 for both Admin and Barn buildings for a total project cost of \$568,681.25. Alternate #1 is a one-time cost and will bring this equipment onto the BACnet Building Automation System that Facilities Division currently uses to manage equipment at various locations.

|                      |  |              |                            |
|----------------------|--|--------------|----------------------------|
| Admin (4848 Midland) |  | Air Controls | Empire Heating and Cooling |
| Base Bid             |  | \$388,880.60 | \$408,467.00               |

|              |  |              |              |
|--------------|--|--------------|--------------|
| Alternate #1 |  | \$12,726.67  | \$12,598.00  |
| Total        |  | \$401,607.27 | \$421,065.00 |

|                     |  |              |                            |
|---------------------|--|--------------|----------------------------|
| Barn (4810 Midland) |  | Air Controls | Empire Heating and Cooling |
| Base Bid            |  | \$160,049.54 | \$199,642.00               |
| Alternate #1        |  | \$7,024.44   | \$6,995.00                 |
| Total               |  | \$167,073.98 | \$206,597.00               |

## STAKEHOLDERS

Stakeholders include

City:

- City Council as approving body
- Facilities Division as Project Manager
- BOC Tenants (Fleet, Parks, Police, Solid Waste, Streets)
- Finance Department if a budget amendment is required

External Parties:

- Engineer - Cushing Terrell
- Contractor - Air Controls

## ALTERNATIVES

City Council may:

- Approve the entire project with alternates, which will require a future budget amendment
- Approve only the Barn with alternates, rebid and budget Admin replacement in FY26
- Reject all and provide guidance to staff

## FISCAL EFFECTS

The cost for replacing the equipment will be paid with the Facilities Division Capital account. This project was approved in the FY25 CIP but anticipated to be split over two years at a total project cost of \$250,000.

The engineer recommended that we bid the entire project for two reasons:

- Economy of scale by combining the entire project
- Receiving more accurate estimates for the total project, in the event we only accept the Police Barn scope

The Facilities Division has been diligently saving funds for capital investments such as this, and currently has \$1.5 million cash on hand for BOC.

If the entire project is approved, a budget amendment will be needed at a future Council meeting.

If only the Barn project is awarded and the Admin project is delayed to next fiscal year, a budget amendment would not be required. However, this may result in slightly higher costs next year for the Admin building project.

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## Attachments

Contract



## **SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **AIR CONTROLS-BILLINGS, INC**, of P.O. Box 1277, Billings, MT 59103 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE**: **CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of mechanical work described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE**: This **AGREEMENT** is effective upon the date of its execution and will terminate on August 31, 2025. The parties may extend this **AGREEMENT**, by mutual concurrence, for sixty days, in writing prior to its termination.
3. **SCOPE OF WORK**: The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE**: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT**: **CITY** agrees to pay **CONTRACTOR** five hundred sixty-eight thousand six hundred eighty-one dollars and twenty five cents (\$568,681.25) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all



services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

6. **LIQUIDATED DAMAGES:** If **CONTRACTOR** does not complete the work by the designated contract date(s), liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays, and legal holidays which exceed the contract date.

The daily charge(s) are stipulated to be reasonable quantifications of the damages incurred by the **CITY**:

- Liquidated damages for failure to complete project: \$150.00 per day.
- The charge(s) will be deducted from money due the **CONTRACTOR**.

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

8. **INDEMNITY:**



The **CONTRACTOR** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

**9. INSURANCE:**



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

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

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

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

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

**CONTRACTOR** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

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

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

**CONTRACTOR** shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

## 10. **PERMITTING AND INSPECTIONS:**

- A. **CONTRACTOR** to obtain all required permits before beginning construction. Cost of permits shall be billed to the **CITY** as a reimbursable expense with no mark-up.



- B. **CONTRACTOR** to obtain all required inspections during construction and at final completion.

**11. EQUIPMENT AND MATERIALS CUSTODY:**

- A. **CITY** shall not be responsible for any equipment or materials until it is installed and commissioned.
- B. If materials or equipment go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.
- C. All equipment and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.
- D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.
- E. **CITY** will not take delivery of any equipment or materials.
- F. All equipment and materials must be brought onsite by **CONTRACTOR**.

**12. EQUIPMENT AND MATERIALS INVENTORY:**

- A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.
- B. Inventory list to include material information (make, model, etc.), and quantity.
- C. When an item is installed and commissioned it shall be deducted from the inventory list.

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

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

- 15. PREVAILING WAGE RATES: Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with**



sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

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

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

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

**16. CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR understands that all contractors or subcontractors working on a publicly funded construction**



project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more.

## **17. NONDISCRIMINATION:**

- A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.
- B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

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

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another



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

- C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
  - D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
  - E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.
  - F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
18. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:
- A. First and last name;
  - B. Duration onsite; and,
  - C. Personnel responsibilities.
19. **SAFETY PROGRAM:** **CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.
20. **MEETINGS:** **CONTRACTOR** shall attend a pre-construction meeting with **CITY** representatives, as well as progress meetings as requested by the **CITY**.
21. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution.

Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.

A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution and



shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

22. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.
23. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR's** designated liaison for this **AGREEMENT** is Ben Robertson.
24. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
25. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
26. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.
27. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to



disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

**CITY OF BILLINGS, MONTANA**

**AIR CONTROLS-BILLINGS, INC**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

\_\_\_\_\_  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**



## EXHIBIT A

### SCOPE OF WORK

All services to be rendered at

**Site Name:** Billings Operations Center

**Site Address:** 4810 and 4848 Midland Rd., Billings, MT 59101

**Tax ID:** A30494

**Item:** Rooftop Unit Replacement

**A detailed Scope of Work is included in the Contract Documents but shall include Procurement, Installation, and Commissioning (test and balance) of the following:**

- Removal and replacement of fourteen (14) rooftop units. Four (4) at 4810 Midland Rd. and ten (10) at 4848 Midland Rd., and

**Contract Documents:**

**EXHIBIT B:**

- CUSHING TERRELL BID SPECIFICATIONS
- Titled "ROOFTOP UNIT REPLACEMENT AT BILLINGS OPERATIONS CENTER"
- Dated November 4, 2024
- Consisting of 55 pages

**EXHIBIT C:**

- CUSHING TERRELL DRAWINGS
- Titled "ROOFTOP UNIT REPLACEMENT AT BILLINGS OPERATIONS CENTER"
- Dated NOVEMBER 4, 2024
- Consisting of 5 pages

**City Council Regular**

**Date:** 02/10/2025  
**Title:** CCTV Storm Inspection Camera  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve the purchase of a CCTV storm inspection camera and system upgrade from CUES in the amount of \$112,542.00.

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

The purchase of a CCTV storm inspection camera and system upgrade is included in the approved FY25 Technology Replacement Program (TRP) and the FY25 Street and Traffic budget. The CCTV camera is used to inspect and rate storm drain lines so that they can be prioritized effectively for cleaning or replacement of mains based upon the sedimentation or condition score. This purchase will replace existing equipment that has reached its end of life and add a camera and transporter that will be used to inspect the larger mains. The bid was advertised on January 10 & 17, 2025 in the Yellowstone County news and on the City Website. Bids were opened on January 21, 2025 and one bid was received. While there was only one bid, it was reviewed and determined to be reasonable and in fact, less than anticipated.

**ALTERNATIVES**

City Council may:

- Approve the award of the CCTV storm inspection camera and system upgrade; or,
- Not approve the award. If the award is not approved, the Street/Traffic Division will incur significant costs and extended downtimes to maintain the CCTV system as it has reached the end of its useful life. Additionally, there would be increased costs to hire a contractor to inspect the lines and could not guarantee availability during emergency situations.

**FISCAL EFFECTS**

The following bid was received:

| Vendor | Total Bid    |
|--------|--------------|
| CUES   | \$112,542.00 |

The CCTV storm inspection camera and system upgrade was budgeted in FY25 in the amount of \$160,000 using Storm Water Funds. There is sufficient budget to purchase the equipment.

## City Council Regular

**Date:** 02/10/2025  
**Title:** Amendment No. 4 to the Purchase and Sale Agreement on City Hall  
**Presented by:** Kevin Iffland, Assistant City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends that the City Council approve the Fourth Amendment to the Purchase and Sale Agreement (PSA) between the City of Billings and Honaker Realty, LLC & JWT Capital, LLC. The amendment extends certain contingency deadlines to facilitate the ongoing transaction while ensuring compliance with agreed-upon terms.

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

#### Initial Agreement:

On March 1, 2024, the City of Billings entered into a PSA with Honaker Realty, LLC & JWT Capital, LLC for the sale of City Hall, Park 3, and adjacent parking lots on North 27th Avenue. The transaction, valued at \$2.8 million, was structured to encourage economic growth within the Central Business District through phased property development.

#### First Amendment (September 25, 2024):

Extended contingency deadlines for due diligence, property use agreements, and city relocation timelines. Allowed the City to vacate the property by April 1, 2025.

#### Second Amendment (October 30, 2024):

Extended contingency deadlines to December 6, 2024, particularly regarding franchise agreements, parking management, and sky bridge encroachments. Provided clarity on the approval process for the Downtown Business Partnership (DBP) regarding the portable restroom on Parcel B.

#### Third Amendment (December 18, 2024):

Waived certain contingencies, including the requirement for franchise agreements for hotel operations. Extended remaining contingency deadlines to January 31, 2025. Established a firm Closing Date of May 15, 2025, with final possession transfer by that date.

### FOURTH AMENDMENT UPDATES

#### Waived Contingency as of January 31, 2025:

Approval by the Downtown Business Partnership (DBP) for removal or use of the portable restroom on Parcel B.

#### Extended Contingencies Until March 31, 2025:

**Parking Management Agreement:** Seller will provide an agreement acceptable to Buyer for managing parking on Parcels A and B.

**Sky Bridge Encroachments:** Finalizing agreements and title clearance related to sky bridge encroachments.

**Additional Due Diligence Items:** Any remaining due diligence matters not previously waived.

#### Financing Contingency Extended Until Closing Date:

Buyer must obtain and finalize financing before closing.

#### Closing Date Confirmation:

The Closing Date remains May 15, 2025, unless both parties agree to an earlier date.

Seller will vacate the property no later than the Closing Date to avoid any further project delays.

Buyer must complete the purchase by June 1, 2025, as a condition for securing project funding.

### STAKEHOLDERS

**City of Billings:** Ensuring alignment with city goals and contractual obligations.

**Honaker Realty, LLC & JWT Capital, LLC:** Developers responsible for the project.

**Downtown Business Partnership (DBP):** Collaborating on restroom relocation and overall project success.

**Local Businesses & Community Members:** Benefiting from economic revitalization efforts.

## **ALTERNATIVES**

City Council may:

Approve the Fourth Amendment and allow the transaction to proceed with the adjusted deadlines.

Do not approve the amendment which may delay or jeopardize the project's development timeline.

## **FISCAL EFFECTS**

No changes to the original \$2.8 million purchase price.

The amendment does not impose additional costs or alter financial terms.

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## **Attachments**

PSA Agreement

First Amendment to PSA

Second Amendment to the PSA

Third Amendment to PSA

Fourth Amendment to PSA



### CONTRACT ROUTING FORM

**(Contract must be signed by the non-City party before or within routing process)**

Honaker Realty, LLC & JWT Capital, LLC

**PARTY TO THE CONTRACT:** \_\_\_\_\_

**PURPOSE OF CONTRACT:** Sale of City Hall, Park 3, and Parking Lots on 27th Ave N  
\_\_\_\_\_

**PROCUREMENT COMPETED BY:**

Written quotes

Competitive bid

Request for proposals

Cooperative contract \_\_\_\_\_  
Contract #

Sole source justification

Other (please describe or N/A):  
\_\_\_\_\_

**Requestor:** Name: Jessica Fust  
Dept: Facilities  
Phone #: 406-657-8271

Competition documentation attached  
(i.e. signed quote form, legal ad, sole source form, cooperative contract, etc.)

Insurance certificate(s) attached

Council memo attached 3/11/24  
Date of award

Signed by vendor (also check if signing in DocuSign)

## **Purchase and Sale Agreement**

**Seller: The City of Billings**

**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made effective as of the latest date set out below in the signature block (“Effective Date”), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns (“Buyer”), and the **City of Billings** (“Seller”).

FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Description of Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions stated in this Agreement, the following property (collectively, the “Property”):

- (a) **Real Property.** That real estate in Yellowstone County, Montana (the “Property”):

Parcel A: (the “Parking Lots”).

Lots 5-6 & 8, 9, & 10, Block 92, of the Original Town, Now City of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in office of the Clerk and Recorder of said County.

Together with all: (a) appurtenances, improvements and fixtures (except as may be excluded below); and (b) all mineral rights held by Seller, if any, which were not previously severed from the real property. Seller shall make no warranty or representation to Buyer regarding any, wind or solar rights appurtenant or related to the Property, but shall transfer and convey (without warranty or representation) any, solar and wind rights that Seller may have with respect to the Property, if any.

Parcel B: (which contains two buildings the “Old City Hall Building” on the northern portion of Parcel B and the “Garage Building” consisting of the parking garage and office building on the southern portion of Parcel B).

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 58 of the Original Town, Now City of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in office of the Clerk and Recorder of said County.

Together with all: (a) appurtenances, improvements and fixtures (except as may be excluded below); and (b) all mineral rights held by Seller, if any, which were not previously severed from the real property. Seller shall make no warranty or representation to Buyer regarding any, wind or solar rights appurtenant or related to the Property, but shall transfer and convey (without warranty or representation) any, solar and wind rights that Seller may have with respect to the Property, if any.

- (b) **Personal Property.** The following personal property (the “Personal Property”), which is to be left upon the Real Property as part of the property purchased: (a) all

fixtures; and (b) any Personal Property that the Parties agree shall be left on the Property pursuant to a subsequent agreement in writing.

Seller and Buyer recognize and agree that the legal descriptions stated herein are tentative and will be modified by the property description information contained within the preliminary title commitment provided by Seller as detailed below, but only as approved by Buyer in writing; provided, further, that Buyer must be satisfied as to the sufficiency of the legal description and the condition of title conveyed as a contingency up to, and for, each Closing.

**2. Purchase Price.** The purchase price for the Property (“Purchase Price”) is as follows:

- (a) The Purchase Price for the Property is Two Million Eight Hundred Thousand Dollars (\$2,800,000.00). Payment of the Purchase Price shall be made as follows:
  - (1) \$35,000.00 earnest money (Earnest Money”), payable upon complete execution of this Agreement, which shall be held by the Closing Agent defined below in accordance with terms of this Agreement; and
  - (2) \$2,765,000.00 on the Closing Date in cash or certified funds.
  - (3) Buyer may extend the Closing Date by up to one hundred twenty days (120) days by giving Seller written notice that Buyer is extending the closing date and by paying the additional Earnest Money Deposits to the Closing Agent, as provided in Section 11(f) hereafter. The Extension Payments of additional Earnest Money shall be applied to reduce the Purchase Price. In the event that the sale does not close through no fault of Seller, then Seller shall retain the \$100,000.00 deposit and shall retain all rights and remedies under this Agreement, as provided in Section 11(f).

**3. Closing.**

- (a) Subject to the satisfaction of all contingencies herein, the closing (“Closing”) shall be held subject to the following schedule at the office of First Montana Title (“Closing Agent”), unless otherwise mutually agreed by the parties. Seller shall pay for the cost of a standard ATLA Owner’s Policy in the amount of the Purchase Price. Buyer shall pay and be solely responsible for any additional premiums or other costs in addition to the premium for standard coverage if Buyer elects to obtain ALTA extended coverage or any title endorsements to the title insurance policy. All other closing costs and fees, which do not include attorney fees and costs of the parties, shall be shared equally by Buyer and Seller. Provided that Buyer does not terminate this Agreement by reason of its due diligence during the Contingency Period or the failure of a contingency herein, the Closing of shall be held within thirty (30) days of the expiration of the Contingency Period, unless otherwise mutually agreed by the parties in accordance with the terms of this Agreement.
- (b) It is Seller’s intention to close the sale of the Property at one Closing through which Seller would transfer and convey Parcels “A” and “B” to Buyer. However, Buyer

may, at Buyer's option, bifurcate the Closings of Parcels "A" and "B" and close on Parcel "A" earlier than closing on Parcel "B", on the following terms: (i) Buyer waives all contingencies to closing set forth in this Agreement for both Parcel "A" and Parcel "B"; and (ii) pays the Purchase Price for Parcel "A". The closings on both Parcels "A" and "B" must occur no later than the first anniversary of the Effective Date of this Agreement. For the purposes of this Agreement, the Purchase Price for Parcel "A" shall be Seven Hundred Thousand Dollars (\$700,000.00) and the Purchase Price for Parcel "B" shall be Two Million One Hundred Thousand Dollars (\$2,100,000.00).

**4. Conveyance Documents.** On the Closing Date for each sale, the Seller shall execute and deliver to the Closing Agent:

- (a) A warranty deed conveying merchantable fee simple title to the Real Property to the Buyer free and clear of all liens and encumbrances, and subject only to: (i) reservations and exceptions in patents from the United States or the State of Montana; (ii) easements and rights-of-way of record; (iii) building, use and zoning restrictions, ordinances, and waivers of record, and sanitary and environmental restrictions; (iv) taxes and assessments prorated for the year of Closing and subsequent years which are not yet delinquent; (v) all mineral rights and prior conveyances, leases, transfers of any interest in minerals, including oil and gas and other hydrocarbons; (vi) all declarations, restrictions, covenants, and conditions of record; (vii) Permitted Exceptions as defined below;
- (b) A bill of sale conveying valid title to the Personal Property (if any) to Buyer free and clear of all liens and encumbrances. All Personal Property shall be conveyed **AS IS** and **WHERE IS**. Seller shall make **NO WARRANTY** and **NO REPRESENTATION** as to the Personal Property;
- (c) A Montana Realty Transfer Certificate(s) for the Property; and
- (d) Any and all other documents reasonably necessary to convey the Property to Buyer (all of the foregoing documents are collectively referred to as the "Conveyance Documents").

**5. Right of Entry.** Seller grants to Buyer (and Buyer's employees, agents and representatives) the right to enter the Property with a minimum 24-hour notice to the City Facilities Manager, during regular business hours, in order to inspect and investigate the same. Buyer may, at Buyer's sole expense, conduct reasonable soils, engineering and other tests and studies on the Property. Buyer shall not cause or suffer any lien or other encumbrance to be recorded against the Property; and shall promptly cause any such lien or other encumbrance caused or suffered by Buyer (including construction liens arising out of Buyer's activities) to be immediately discharged or bonded over to Seller's reasonable satisfaction. Buyer hereby indemnifies, protects, agrees to defend with counsel chosen by Seller (and reasonably acceptable to Buyer), and hold Seller, and its officers, officials, insurance companies, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising, claimed or incurred against or by Seller, or its officers, officials, insurance companies, employees or agents, from all investigations, inspections, tests, and other activities undertaken on or with regard to the Property by Buyer, or its officers, directors, employees, agents, licensees and invitees, prior to the Closing Date. The provisions of this Section shall survive any termination of this Agreement or the Closing of the transaction contemplated hereby and shall not

be reduced or impaired by receipt by Seller or any sums and liquidated damages hereunder. Provided, however, that Buyer shall not indemnify Seller against any claim arising from Seller's negligence or for any claims, liabilities, penalties, damages, costs, expenses, demands, and causes of action, arising from any pre-existing conditions on the Property.

**6. Prorations.** Taxes and assessments on the Real Property for the current year shall be prorated between the parties as of the Closing Date. Buyer shall pay all taxes and assessments on the Real Property thereafter. Encumbrances to be discharged by Seller may, at Seller's option, be paid out of the Purchase Price at the Closing Date.

**7. Possession.** Buyer shall be entitled to possession of the Property on the Closing Date for each Parcel unless otherwise specified herein.

**8. Assignment.** Buyer may assign, in whole or in part, this Agreement in which Buyer, or its members, is a member or shareholder or partner, it being recognized that Buyer intends to form one or more entities to facilitate the development of the Property. In addition, in the event that Buyer's or its assignee's project funding or development requirements, or their IRC Section 1031 tax free exchange requirements, or their project development related credit or payment terms, require the assignment of their rights herein to another person or entity, in whole or in part, then Buyer and/or its assignee, with notice of such assignment to Seller, may assign their rights herein.

**9. Environmental.** Seller discloses to Buyer that the Property may contain lead paint and/or asbestos and/or other environmental contaminants. Additionally, Seller discloses that the Environmental Protection Agency declared a portion of downtown Billings to be a "Superfund Site" in connection with a chemical plume involving solvents from old dry-cleaning businesses. Seller has not determined whether or not the Property, or any portion of the Property, is located within the Superfund Site. Seller recommends additional environmental investigation and testing. Seller is unaware of the presence of any toxic or "hazardous material" (as defined under federal and Montana law) on or upon the Real Property in violation of or subject to remediation pursuant to any environmental law or regulation and Seller has not received any notice or communication of any alleged violation of any environmental law or regulation pertaining to the Real Property, except for the November 16, 2023 Notice from the United States Environmental Protection Agency regarding the presence of site contaminants of potential concern on Parcel B, the Old City Hall Building. During the Contingency Period, Buyer may inspect all of the Property for environmental matters at its cost. Seller will provide all environmental related information in its file to Buyer for inspection and Buyer may contact all persons or entities of its choosing, including employees of Seller, to determine and verify the extent of any environmental matters on the Property before the expiration of the applicable Contingency Period for each Parcel. To Seller's knowledge, no portion of the Real Property has ever been used for a dump or landfill. Seller is unaware of any underground storage tanks located on the Real Property, and to Seller's knowledge, no underground storage tanks have been removed from the Real Property except in compliance with applicable Montana and federal law. Seller shall provide to Buyer any environmental investigation reports that Seller may reasonably be able to locate in Seller's records. Buyer acknowledges that the Old City Hall Building was constructed on or around 1940. The age of the Old City Hall Building substantially exceeds the Seller's document retention policy. The Old City Hall Building predates the existence of computers. Over the decades, document retention policies and computer software programs have changed. As a result, the Seller may not be able to locate all environmental records related to the Old City Hall Building from 1940 to the present.

**10. Environmental Review.** Buyer shall have the right to enter onto the Real Property at reasonable times and in a reasonable manner, with minimum 24-hour notice to Seller, for the

purpose of making such environmental tests and surveys as Buyer deems necessary in connection with this Agreement at its sole cost, risk, and expense. Without warranty by Seller, Seller agrees to provide Buyer with any information which it has relating to the potential presence of or disposal on the Real Property of toxic, dangerous, or hazardous substances. After making such tests, studies and inspections, Buyer shall restore the Real Property to its condition prior to such tests, studies, and inspections. Buyer shall have until the expiration of the Contingency Period below for each respective Parcel to review the environmental condition of the Property. Should Buyer's environmental review indicate that there are or may be toxic, dangerous, or hazardous substances located on or about the Real Property in any particular Parcel, or Parcels, Buyer may, by notice in writing to Seller on or before the expiration of the Contingency Period below for each respective Parcel, terminate this Agreement, in which event Buyer shall be entitled to the return of the Earnest Money as provided below. Buyer shall, however, furnish a copy of such environmental review to Seller. Buyer's failure to so notify Seller on or before the expiration of the Contingency Period below for each respective Parcel shall be deemed conclusive evidence that Buyer desires to proceed to closing and accepts the Property in its **AS IS** condition with respect to environmental matters. In the event that Buyer gives written notice to Seller that it must terminate the Agreement by reason of an environmental issue during the Contingency Period, then the Agreement, at the election of Buyer, shall be deemed to be terminated in whole without liability, damage, fee, penalty, payment, or cost to Seller by Buyer, with return to Buyer of any Earnest Money paid by Buyer to the Closing Agent for the benefit of Seller hereunder.

**11. Buyer's Contingency Period and Title Review.**

- (a) **Buyer's Contingency Period.** The Buyer's "Contingency Period" shall commence on the Effective Date of this Agreement and shall terminate on the one hundred eightieth (180) day following the Effective Date. Notwithstanding the foregoing, so long as Buyer has approved or waived, or otherwise acknowledged satisfaction of all matters referred to in Sections 11(b) (title contingencies) during the timeframe described in Section 11(b), Buyer may extend the Contingency Period in thirty (30)-day increments on not more than four (4) occasions, upon Buyer's complying with the conditions of Section 11(f) and by Buyer giving written notice to Seller at least two (2) business days prior to the expiration of the Contingency Period, as then in effect, and by tendering the Extension Payment(s) referred to in Section 11(f) below.
- (b) **Title Review.** Buyer's obligation to proceed with the purchase of the Property is subject to Buyer's review and approval, in Buyer's sole and absolute discretion, the condition of title ("title") to the Real Property. Seller shall provide Buyer with a standard ALTA Owner's Title Insurance Policy, as Seller's cost, with insurance in the amount of the Purchase Price.
- (1) At Buyer's election, Buyer may obtain an ALTA survey of the Real Property in form and substance acceptable to Buyer. Any ALTA survey shall be prepared at Buyer's cost. Similarly, Buyer may order an ALTA Owner's Extended Coverage Policy of Title Insurance. Seller will pay for the cost of a Standard Owner's Title Insurance Policy. Any increase in cost for an Extended Coverage Policy shall be the responsibility of Buyer.
- (2) Buyer shall have thirty (30) days from the delivery of the Preliminary Title Commitment to approve or disapprove, in Buyer's sole and absolute discretion, the condition of Title to the Property.

(3) In the event Buyer disapproves of Title to the Real Property within the period specified above, Buyer shall identify, in a written notice to Seller, which exceptions and conditions Buyer deems unacceptable (whether revealed by Title Company's Preliminary report, any ALTA Survey obtained by Buyer, or otherwise), and Seller shall have ten (10) business days following Seller's receipt of Buyer's notice of objection to commit, in a separate written notice to Buyer, to deliver Title to the Real Property on or before the Latest Closing Date free and clear of the exceptions and other conditions objected to by Buyer. If Buyer has objected to Title as herein above provided, then unless Seller commits to remove all exceptions and other conditions objected to by Buyer with the time prescribed above, this Agreement shall be automatically terminated unless Buyer waives the exception and other objections to Title that Seller declined to remove on or before the tenth (10<sup>th</sup>) business day following Buyer's receipt of Seller's written notice that Seller will not commit to removal of all exceptions objected to by Buyer. In the event that Buyer has not given Seller written notice of objection to Title within the time required above Title shall be deemed to be approved in its entirety. Buyer acknowledges that there are existing encroachments on Parcel A. Specifically, the Grand Building (to the south of Parcel A), encroaches upon Parcel A by approximately 6" and for two (2) sky bridges that are attached to the buildings on Parcel B. The Grand Building encroachment shall be a contingency for Closing until the Seller completes a lot line adjustment of the south property line, after which the Grand Building encroachment shall not be a contingency for Closing. The two sky bridges shall be a contingency for Closing until: (a) the Seller obtains encroachment agreements, encroachment permits, or similar approvals for the sky bridges; and (b) can confirm that Seller can convey to Buyer at closing, clear title to the sky bridges (except for the referenced encroachment agreements, encroachment permits, or similar approvals acceptable to Buyer) after which the sky bridges shall not be a contingency for Closing.

(4) All title exceptions and other conditions approved by Buyer pursuant to this Section together with all other exceptions and encumbrances created by Buyer, shall be referred to herein as the "Permitted Exceptions."

(c) **Buyer's Inspection and Due Diligence.** Buyer's obligation to proceed with the Purchase of the Property is further subject to fulfillment or waiver by Buyer, within the Contingency Period, of each of the contingencies set forth in Section 11 and as otherwise provided in this Agreement. It is understood and agreed that all Contingencies require Buyer's approval, which may be given or withheld in Buyer's sole and absolute judgment; consequently, Buyer's failure to waive or acknowledge satisfaction of any of the Contingencies, even if Buyer's failure to approve is unreasonable and even if Buyer fails to pursue all information relevant to an informed decision, shall not be a default by Buyer under this Agreement.

(1) Buyer must approve, in Buyer's sole and absolute discretion, all due diligence materials delivered by Seller for Buyer's review. In addition, Buyer may obtain (at Buyer's cost and expense) and approve (in Buyer's

discretion) an engineering survey of the Property, Buyer's own Phase I and/or Phase II environmental site assessments, soils tests, structural and mechanical inspections and tests, and any other due diligence investigation, and any other investigation or test that Buyer deems prudent, in Buyer's sole and exclusive judgment.

- (2) Buyer must be satisfied (in Buyer's sole discretion) with the results of Buyer's investigation into the physical condition of the Real Property.
- (3) Without limiting the effect of any of the above, Buyer, in its absolute and sole discretion, and in the exercise of its due diligence during the Contingency Period, must be satisfied with any and all business, economic, structural, environmental, governmental, tax, transactional and financing matters for Buyer's intended development and project involving the Property, including being granted reasonable access to the improvements to the Parcel A and B Property, either personally or by its authorized agents, to inspect and investigate all aspects of the improvements thereon, including, without limitation, the roof, heating, cooling, structural, access, plumbing and electrical systems, and to examine any other matters relating to the status or the condition of the improvements to the Property.
- (4) Execution of an acceptable Development Agreement between DBP and Buyer to develop Parcel A.
- (5) Approval for Tax Increment Funds from DBP and Seller to Buyer for the reimbursement of up to \$5,000,000.00 for qualified public expenditures for Phase One of the project referenced above.
- (6) Execution of Franchise Agreements with the hotel company involved in Phase One of the project located on Parcel A.
- (7) Seller agrees to vacate the Property identified as Parcel B, on or before February 1, 2025 or within thirty (30) days of Closing, whichever is later, unless otherwise mutually agreed by both parties.
- (8) Seller shall provide suitable loading and unloading areas from 2<sup>nd</sup> Avenue North for hotel guests.
- (9) An agreement with the City Parking Division to provide management of the parking on Parcels A and B until the start of construction of Phase One for an agreed-to fee.
- (10) Buyer must obtain the approval of the DBP to remove the portable public rest room located on Parcel B and relocate the same to other property, not including any of the Property purchased herein, by the start of substantial construction of Buyer's Phase One improvements on Parcel A.
- (11) The Seller shall determine if the Grand Building to the south encroaches on Parcel A and, if so, the Seller shall remedy that encroachment by re-platting Parcel A or by doing a lot line adjustment so that at the time of

Closing of the sale of Parcel A, there shall be no encroachment by the Grand Building. Prior to the Closing, Seller shall confirm its ownership of the sky bridges, and obtain Buyer accepted encroachment agreements, permits, or other appropriate approvals for the sky bridges. At Closing, Seller shall convey fee title through the warranty deed to the sky bridges to Buyer free of liens and encumbrances except for the mutually agreed encroachment agreements, encroachment permits, or other approvals.

- (d) **Time/Failure of Contingencies.** Buyer shall have until the expiration of the Contingency Period to approve, disapprove or waive the Contingencies, in Buyer's sole and absolute discretion. In the event the Contingencies are disapproved prior to the expiration of the Contingency Period (disapproval to be evidenced by a writing from Buyer to Seller received within the Contingency Period), or if the Contingency Period lapses without the Contingencies having been approved, fulfilled or waived by Buyer (approval to be evidenced by a writing from Buyer to Seller received within the Contingency Period), this Agreement shall be automatically terminated, whereupon all rights and obligations of Seller and Buyer to the other shall cease and terminate, subject to Buyer's limited indemnification obligations set forth in Section 9; provided, however, that in the event of unsatisfied Contingencies of Buyer, both Buyer and Seller shall meet and negotiate in good faith to attempt resolve such unsatisfied Contingencies, if possible, before the expiration of the Contingency Period. Effective upon the date of any such termination as provided above, the Closing Agent shall return to Buyer the Earnest Money Deposit (with accrued interest) in Escrow without liability, damage, fee, penalty, payment, or cost to Seller by Buyer.
- (e) **Approval.** Upon approval, fulfillment or waiver of the Contingencies, Buyer shall thereafter proceed with this transaction on the terms and conditions set forth herein.
- (f) **Extensions.** On or before two (2) business days prior to the end of the Contingency Period, as then in effect, Buyer may elect to extend the Contingency Period for up to four (4) periods of thirty (30) days each, exercisable upon written notice to Seller. Each such extension notice shall be accompanied by the payment of twenty-five thousand dollars (\$25,000) to the Closing Agent, (each an "Extension Payment") for each thirty-day period of extension. Notwithstanding the foregoing, Buyer shall not be permitted to extend the Contingency Period unless Title has been approved in accordance with Section 11 with respect to all of the Property, both Parcels "A" and "B". Except as provided below, all Extension Payments shall be non-refundable, notwithstanding later termination of this Agreement or failure of the transaction contemplated hereby to close, for any reason; provided, however, that in the event that this transaction does not close because of a default by Seller, then Buyer shall be entitled to a full and immediate refund of all Extension Payments (without interest), and may, in addition, pursue any and all other legal or equitable remedies available to Buyer. In the event that this transaction closes, then all Extension Payments shall be applied to the Purchase Price.

**12. Independent Investigation.** Buyer and Seller agree that the representations and warranties, and any limitations thereof, contained in this paragraph shall survive closing. Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, and neither Seller nor Seller's agents or attorneys make any warranties or representations to Buyer, whether express or implied, about the Property except as specifically stated herein. There are no

verbal or other agreements which modify or affect this Agreement. By closing this transaction, Buyer acknowledges and agrees that: (a) Buyer has fully investigated the Property, including, but not limited to, zoning, environmental, structural, and construction conditions, and is satisfied that the Property and the condition of the Property are suitable for Buyer's intended use; (b) Buyer completed Buyer's due diligence investigation to Buyer's satisfaction; (c) Buyer's due diligence investigation has not been hampered or limited by Seller in any manner or respect; (d) Buyer is satisfied with the Property and its condition; (e) Buyer accepts the Property in its "**AS IS, WHERE IS**" condition; (f) Buyer acknowledges and agrees that Seller makes **NO WARRANTY OR REPRESENTATION**, of any kind or nature, except as may be provided under the warranties stated in the warranty deed, including but not limited to that the Property is fit for any particular purpose or that it is habitable; (g) Buyer will close this transaction in full reliance upon Buyer's independent investigation and judgment, and that any prior verbal representation (if any) by Seller (or anyone on behalf of Seller) will not modify or affect this Buy-Sell Agreement; (h) Buyer has not and shall not rely upon any statement or representation from Seller or anyone acting on behalf of Seller as to the condition of the property; and (i) Buyer is not relying and shall not rely upon any statement or representation of Seller except for the express written representation in this Buy-Sell Agreement and in Seller's Warranty Deed. Seller shall cooperate with and facilitate Buyer's investigation of the Property. Seller shall provide Buyer with any written reports relating to environmental and structural conditions of the Old City Hall Building that Seller may reasonably locate. Additionally, Seller shall provide any third-party entities with whom the Seller may have contracted with permission and authorization to communicate and share information with Buyer.

**13. Buyer's Development Obligations.** This section outlines the Buyer's responsibilities to redevelop and maintain Parcel B. Buyer shall maintain the Old City Hall Building, the Garage Building and the surrounding land, ensuring it remains aesthetically pleasing and free from blight. The Buyer commits to the ongoing care of the exterior of both buildings, landscaping, preventing the accumulation of trash, litter, graffiti, or any unsightly elements on Parcel B and to addressing any issues that may arise. Furthermore, the Buyer must refrain from boarding up windows and is obligated to promptly repair or replace any broken windows or doors to uphold the property's visual appeal. The Buyer is granted maximum flexibility in redeveloping the Parcel B Property, including the Old City Hall Building and the Garage Building, which may include options such as remodeling the existing buildings, partial or complete demolition of the buildings, or converting the buildings into condominiums, among other possibilities. The Seller's primary objective is to ensure the property's consistent maintenance with the explicit purpose of preventing blight and preserving the revitalization efforts of the downtown area. This paragraph is not intended to limit or restrict the Buyer's use or redevelopment of Parcel B. Buyer's obligations under this paragraph shall survive Closing. Buyer's continuing obligations to Seller under this Section shall terminate upon the earliest of the following to occur: (a) Buyer obtains a tenant for the Old City Hall Building on Parcel B; (b) Buyer demolishes some or all of the Old City Hall Building; or (c) Buyer opens a new hotel on Parcel A.

**14. Exclusion of Old City Hall Building.** It is the intention of the Parties to close the sale of Parcel A and Parcel B at the same time. Parcel B includes the Old City Hall Building on the north side of Parcel B. If, during Buyer's Contingency Period, Buyer's investigation and due diligence determines that there are Significant Environmental or Structural Problems or Material Economic Concerns (as defined herein) with the Old City Hall Building that make the use, development, and occupancy of the Old City Hall Building uneconomical, then Buyer shall make full disclosure of all investigations and reports on the Old City Hall Building to Seller, including but not limited to the projected costs of remediating or curing any environmental or structural or material economic issues with the Old City Hall Building. Thereafter, Buyer and Seller shall attempt to resolve and address the environmental, structural and/or material economic issues raised by Buyer prior to the

expiration of the Contingency Period, unless such Period is extended by mutual agreement in writing. If Buyer and Seller reach an agreement on addressing any Significant Environmental or Structural Problems or Material Economic Concerns with the Old City Hall Building, then that Contingency shall be eliminated and the sale of both Parcels A & B of the Property, including the Old City Hall Building, shall proceed. If Seller and Buyer cannot reach an agreement on addressing the Significant Environmental or Structural Problems or Material Economic Concerns with the Building, then Buyer may, in Buyer's sole and exclusive discretion: (a) terminate this Agreement after which neither party shall have any duty or obligation to the other party except for return of the Earnest Money to Buyer; or (b) elect to exclude the Old City Hall Building from the Closing and sale, as provided hereinafter in Section 14(c).

- (a) **Significant Environmental or Structural Problems or Material Economic Concerns.** For the purposes of this Agreement, the term "Significant Environmental or Structural Problems or Material Economic Concerns" shall mean the identification of unknown environmental or structural problems with the Old City Hall Building, or during the Contingency Period, a material economic concern develops for Buyer with respect to the reasonable development of the Old City Hall Building consistent with its overall development of the Property, and is a problem: (a) of such a scope or magnitude that the use, development, and/or occupancy of the Old City Hall Building would be uneconomical for any projected use of the Old City Hall Building in the development of the Property as a whole, with documentation of such hardship to be presented to the City; or (b) that would cost Buyer in excess of Three Hundred Thousand Dollars (\$300,000.00) to remediate and/or cure. An "unknown" Significant Environmental or Structural Problem shall mean any environmental or structural problem that is either unknown as of the date of this Agreement or the serious magnitude of which is unknown as of the date of this Agreement. The following matters shall not be considered "unknown" Significant Environmental or Structural Problems: (a) the presence of asbestos that can be removed, encapsulated, or abated for a reasonable cost not to exceed \$100,000.00; (b) the presence of lead paint that can be removed or abated at a reasonable cost not to exceed \$100,000.00; (c) the Building being included in an EPA Superfund Site because of a chemical plume involving solvents from old dry-cleaning businesses; or (d) site contaminants of potential concern detected in subslab samples by the EPA in 2023 that can be addressed or abated at a reasonable cost not to exceed \$100,000.00. A Material Economic Concern is one affecting the Old City Hall Building that is determined by Buyer in the course of its due diligence to be one that would adversely affect the economic development potential of the Old City Hall Building in an amount of at least Three Hundred Thousand Dollars (\$300,000.00).
- (b) **Joint Use Agreement.** If there are Significant Environmental or Structural Problems or Material Economic Concerns (as defined herein) with the Building and the Parties cannot agree on how to remediate or cure those problems, the Buyer may elect to exclude the Old City Hall Building from the Sale and the parties shall reasonably cooperate to put into place such joint use agreements as may be referenced below.
- (c) **Notice to Seller.** Buyer shall provide written notice to Seller, at least two (2) business days prior to the expiration of Buyer's Contingency Period as provided in Section 11(a), that Buyer has elected to exclude the Old City Hall Building from the Sale. As part of the Notice, Buyer must either waive or accept as satisfied all other contingencies in connection with the sale of Parcel A and all of Parcel B, with the exception of the Old City Hall Building. Upon receiving such notice from Buyer, Seller shall prepare and submit to Buyer a draft Joint Use Agreement to govern the use and operation of (a) the Old City Hall Building to the north and (b) the Garage Building to the South. All costs associated with

separating the Old City Hall Building from the Garage Building shall be the sole cost and expense of the Buyer. Buyer shall develop a plan to separate the systems within the Old City Hall Building from the remaining portion of Parcel B or for the joint use of some or all of the building systems. All costs and expenses associated with developing a Joint Use Agreement or with separating the Old City Hall Building and/or the building systems from the remainder of Parcel B shall be done at the cost and expense of Buyer, without any financial contribution from Seller. The Parties shall negotiate in good faith to agree upon a final Joint Use Agreement that would be subject to approval of both Buyer and Seller. The approval of the Seller will require formal approval of the Joint Use Agreement by the Billings City Council at a properly noticed public hearing. The Parties acknowledge that the Old City Hall Building and the Garage Building are separate buildings that are located on separate legal parcels, but share certain systems. Accordingly, the Parties must agree upon an equitable cost sharing agreement to address maintenance, replacement, and operating expenses of those systems as well as security and access issues. If Buyer and Seller cannot agree upon an acceptable Joint Use Agreement, then Buyer may elect to terminate this Agreement as its sole remedy, as provided above. If the Building is excluded from the Sale, the purchase price attributable to the southern portion of Parcel B will not be reduced. If Buyer elects to exclude the Old City Hall Building from the Closing because of Significant Environmental or Structural Problems or Material Economic Concerns, then the purchase price for the remaining portion of Parcel B (the Parking Garage) shall be Two Million One Hundred Thousand Dollars (\$2,100,000.00).

**15. Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows as of the Effective Date (and it shall be a condition to Buyer's obligation to close that such representations and warranties remain true as of the Closing Date):

- (a) **Authorization.** Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Seller has taken all action necessary to authorize its execution and performance of this Agreement, and the officer executing this Agreement on behalf of Seller has been duly authorized and directed to do so by Seller. Seller will provide to Buyer and the Closing Agent a certified copy of the resolution of the Seller's City Council and other governmental officers as may be required authorizing this transaction. This Agreement is, and Seller's other instruments when executed and delivered by Seller in accordance with the terms hereof will be, legal, valid, and binding obligations of the Seller and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium, or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (b) **No Liens.** To the knowledge of Seller, there are no unrecorded liens, financing statements, encumbrances or agreements affecting the Real Property that will survive the Closing on any Parcel, and Seller has committed no acts which would result in the creation of such liens, financing statements, encumbrances or agreements affecting the Real Property. No work has been done on, and no materials have been furnished to, the Property for which full payment has not been made and for which a lien could be filed against the Real Property.
- (c) **Personal Property.** To the extent that Personal Property is ultimately included in the purchase herein, Seller has good and merchantable title to the Personal Property, free and clear of all pledges, claims, liens, restrictions, security interests,

charges, and encumbrances. To the extent, if any, that tangible Personal Property is being conveyed hereunder, to the best of Seller's knowledge, but without warranty, all of the tangible Personal Property is in good repair and condition, and is adequate for continuation of the operation of the Property.

- (d) **Encroachments.** To Seller's knowledge, there are no encroachments upon the Real Property nor does any improvement on the Real Property, including but not limited to alleys, adjacent buildings, or signage, encroach upon any property owned by others, except for the Grand Building with respect to Parcel A and the two (2) Skybridges attached to the buildings on Parcel B.
- (e) **No Violation of Laws.** Seller has not received notice of any violation of any applicable regulation, law or order relating in any material respect to the Real Property, nor does Seller have knowledge of any notice from any governmental authority of any (i) pollution, health, safety, fire, environmental or building code violations with respect to the Real Property; or (ii) the construction of public improvements or the imposition of any special taxes or assessments upon all or any part of the Real Property.
- (f) **Pending Claims.** To the knowledge of Seller, there are no claims, actions, proceedings or governmental investigations pending or threatened against or involving the Real Property or against or involving any of the Real Property; nor to the knowledge of Seller is there any reasonable basis for any claim, litigation, proceedings or other governmental investigation pertaining thereto. Provided, however, that the Property is located within an area designated by Environmental Protection Agency as a Superfund Site, generally known as the Billings, MT PCE Superfund Site. The EPA recently completed multiple indoor air and groundwater sampling in the area. The EPA is currently reviewing a focused feasibility study to address the indoor air exposure pathway and anticipates issuing a proposed plan in late spring 2024.
- (g) **Existing Leases and Leases Subsequent to Execution Date.** Seller hereby warrants that no commercial or other lease or agreement that affects the Property currently exists on the Property longer than thirty-one (31) days in duration. In addition, Seller hereby agrees that Seller shall not execute or bind the Property after the latest date on the signature block below, without the written consent of Buyer.

Seller shall hold Buyer harmless from any damage, loss, claims, penalty, cost, fee, fine or liability arising out of any falsity, omission or misstatement of the matters set forth in this paragraph.

**16. Buyer's Representations and Warranties.** Buyer hereby represents and warrants to Seller, both as of the date hereof and as of the Closing Date, that:

- (a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Montana. Buyer has taken all action necessary to authorize its execution and performance of this Agreement, and the officer executing this Agreement on behalf of Buyer has been duly authorized and directed to do so by Buyer. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Buyer will provide to Seller and the Closing Agent a certified copy of the resolution of the Buyer's board of

directors authorizing this transaction. This Agreement is, and Buyer's other instruments when executed and delivered by Buyer in accordance with the terms hereof will be, legal, valid and binding obligations of the Buyer and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

- (b) There is no legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment in progress, pending or in effect, or, to the knowledge of Buyer, threatened, against or relating to Buyer in connection or relating to the transaction contemplated by this Agreement, and Buyer does not know or have any reasons to be aware of any basis for the same;
- (c) The performance by Buyer of Buyer's obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or instrument to which Buyer is a party or by which Buyer is bound and which would materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

Buyer shall hold Seller harmless from any damage, loss, claims, penalty, cost, fee, fine or liability arising out of any falsity, omission or misstatement of the matters set forth in this Paragraph 16.

**17. Conditions to Closing.** Buyer shall have no obligation to close unless, at or prior to closing, together with all Contingencies stated herein, the following conditions are each satisfied or waived in writing by Buyer:

- (a) The Closing Agent shall have on the Closing Date for each Parcel contracted with Buyer to issue to Buyer the title insurance policy required in this Agreement in form satisfactory to Buyer and in due course after the closing;
- (b) Each of the agreements, covenants, warranties and representations of Seller shall be true and correct in all material respects at the time of closing and Seller shall not be in default of any provision of this Agreement; and
- (c) Seller shall have executed and deposited with the Closing Agent all documents called for to be executed and deposited by Seller under this Agreement, including, without limitation, those items set forth in Section 4 hereof;

**18. Remedies on Default.**

- (a) If Seller fails to consummate this Agreement in accordance with its terms for any reason within the control of the Seller, Buyer shall have as Buyer's sole remedy the option of either of the following:
  - (1) Rescinding this Agreement by giving written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money, and any Extension Payment made, unless such Earnest Money is not refundable as provided in Sections 2(a)(3); or

- (2) Enforcing specific performance by Seller of Seller's obligations hereunder.
- (b) If Buyer fails to consummate this Agreement in accordance with its terms for any reason within the control of Buyer, except for the exercise of its rights associated with the Contingency Period, Seller shall have as Seller's sole remedy against Buyer the option of either of the following:
- (1) Retaining the Earnest Money, together with any interest and earnings thereon, as liquidated damages for Buyer's breach of this Agreement, it being understood and agreed by the parties that actual damages for such a breach are uncertain and would be difficult, if not impossible, to determine; or
  - (2) Enforcing specific performance by Buyer of Buyer's obligations hereunder.

**19. Attorney Fees.** If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default.

**20. Notice.** Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated below. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. The following Notice Addresses shall apply:

**Seller:** City of Billings  
City Administrator  
City Hall  
210 North 27th Street  
Billings, MT 59101

**With a copy to:** City Attorney  
City of Billings  
City Hall  
210 North 27th Street  
Billings, MT 59101

**With a copy to:** Doug James and Bryce Burke  
Moulton Bellingham PC  
P.O. Box 2559  
Billings, MT 59103

**Buyer:**

**With a copy to:** Malcolm Goodrich  
Goodrich & Reely, PLLC  
P.O. Box 1899  
2812 1<sup>st</sup> Avenue North, Suite 301  
Billings, MT 59103

21. **Risk of Loss.** Risk of loss shall remain with Seller until closing.
22. **Copies and Counterparts.** A digital copy of this Agreement containing the actual or digital signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.
23. **Time and Binding Effect.** Time shall be of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.
24. **Radon Disclosure Statement.** **RADON GAS: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE HEALTH UNIT.**

Seller represents to Buyer that the Real Property:

\_\_\_\_\_ HAS been tested for Radon or Radon progeny.

\_\_\_\_\_  HAS NOT been tested for Radon or Radon progeny.

If the Real Property has been tested for Radon or Radon progeny, Buyer hereby acknowledges that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

25. **Real Estate Brokers.** Buyer and Seller represent and warrant to one another that neither has engaged any brokers or real estate agents in connection with the sale who might claim a fee or commission by reason of the sale, except NAI Business Properties, which has been engaged as an agent of Seller exclusively and who shall be paid by Seller, if entitled to a fee or commission by reason of this sale. Notwithstanding, it is acknowledged that William Honaker is a licensed broker in the State of Montana representing the Buyer and shall be paid the buying brokerage fee of 2.5%.
26. **Marketing Rights.** Upon the execution of this Agreement, Buyer shall have the right to solicit prospects for the Property, but in no way bind Seller to any future commitments pertaining to said solicitation.
27. **Entire Agreement.** This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, representations (if any), understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

**28. Noxious Weeds Disclosure.** Buyers of real property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the state of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and obligations as an owner of property, Buyer may contact the Yellowstone County, Montana extension agent or Weed Control Board.

**29. Megan's Law Disclosure.** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If Buyer desires further information Buyer may contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

**30. Neutral Interpretation.** The language contained in this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party, regardless of whether one party or the other may have drafted this Agreement.

**31. Limitation on Damages.** The Buyer and Seller stipulate and agree that in the event of any dispute between the Parties, that only actual documented compensatory damages may be awarded if damages are otherwise recoverable under this Agreement. Punitive damages, consequential damages, and exemplary damages shall not be awarded to either party.

**32. Mold Disclosure Statement.** "MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease."

**33. Title Evidence After Closing.** Within fifteen (15) days following the Closing Date of a Parcel or Parcels, Seller shall cause, at Seller's expense, a Standard ALTA Owner's Title Insurance Policy for the Parcel or Parcels Closed to be issued to Buyer in accordance with the terms of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

3/18/2024  
Date

DocuSigned by:  
By: William A. Cole  
2CA11D5423334EE...  
William A. Cole

DocuSigned by:  
By: Denise R. Bohlman  
D503C2218DC34E0...  
Denise R. Bohlman  
City Clerk

**BUYER**

**Honaker Realty, LLC**

3/15/2024  
Date

DocuSigned by:  
By: Bill Honaker  
1589C4765B87241...  
Printed Name: Bill Honaker  
Title: Managing Member

**JWT Capital, LLC**

3/16/2024  
Date

DocuSigned by:  
By: Don Cape  
BB3D8E89523B070...  
Printed Name: Don Cape  
Title: Principal

**City Council Regular**

**Date:** 03/11/2024  
**Title:** PUBLIC HEARING for Sale of City Hall, South Parking Lot, and North Parking Lot  
**Presented by:** John Caterino, Facilities Manager  
**Department:** City Hall Administration  
**Presentation:** Yes  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends approval of Purchase and Sale Agreement (PSA) and associated Development Agreement (DA) to sell City Hall/Park 3 parking structure (210 and 220 N 27th St.), South Parking Lot, and North Parking Lot on N 27th St., to Honaker Realty LLC for a combined total of \$2,800,000.00 (City Hall \$2,100,000.00, South Lot \$280,000.00, North Lot \$420,000.00).

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

On 12/7/2022 Administration Department signed a contract with NAI Business Properties with Matt Robertson acting as supervising broker for these transactions.

On 11/04/2022 and 11/11/2022 staff published, per City of Billings Code of Ordinances 22-902, a public notice to all owners within 300 of subject Property of potential sale of Park 1 ground retail space.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of City Hall/Park3, resolution 22-11082. City Hall/Park 3 is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, LOT 1-12, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of South Parking Lot, resolution 22-11084. South Parking Lot is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92 Lot 5 -6, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of North Parking Lot, resolution 22-11085. North Parking Lot is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92 Lot 8, 9, and 10, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

Administration advertised a Request for Proposal (RFP) for each Property on 06/14/2023 and 06/21/2023 in *Yellowstone County News* and on the City's website.

One (1) proposal was submitted by 06/16/2023 for City Hall.

Five (5) proposals were submitted by 06/16/2023 for South Parking Lot.

Four (4) proposals were submitted by 06/16/2023 for North Parking Lot.

NAI and City Staff reviewed the proposals/offers and presented to City Council Operations Committee on 06/28/2023. After further discussion with City Council Operations Committee and NAI, City Staff recommends moving forward with the offer from Honaker Realty to purchase subject Properties due to a number of reasons:

- Quality of proposal
- Experience of proposer
- Financial capacity to complete transaction with pre-qualification letter from lender
- Proposed development and use of spaces
- Proposed development schedule
- Increased tax base and economic growth to Central Business District
- Total price competitiveness as Honaker Realty offered the highest price for the three Properties

On 02/23/2024 and 03/01/2024 staff published, per City of Billings Code of Ordinances 22-902, a public notice in the Yellowstone County News announcing a public hearing on whether to approve the sale of the city owned property.

The attached purchase and sale agreement has wording modifications for clarity from the latest draft that was presented to the City Council Operations Committee and sent to council members.

### **ALTERNATIVES**

City Council may:

- Approve Purchase and Sale Agreement and Development Agreement; or,
- Not Approve

Approval would begin the due diligence period for the Buyer and all contingencies will stay in place until the sale of Property is complete.

### **FISCAL EFFECTS**

The total combined funds of the sale of these Properties at \$2,800,000.00 will be used to offset construction costs at New City Hall.

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### **Attachments**

Resolution 22-11082  
Resolution 22-11084  
Resolution 22-11085  
Honaker Realty Submission  
Honaker Realty PSA - Buyer Signed

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REQUEST FOR PROPOSALS: NOTICE

The City of Billings is requesting proposals for **DISPOSITION OF MUNICIPAL REAL ESTATE SALE AND DEVELOPMENT OF BILLINGS CITY HALL**, for FACILITIES DIVISION, Billings, Montana. Proposals shall be received addressed to MATT ROBERTSON SIOR, PRINCIPAL/SUPERVISING BROKER, NAI BUSINESS PROPERTIES, via mail at 3312 4<sup>TH</sup> AVE NORTH, BILLINGS, MT 59101, via email at [MROBERTSON@NAIBUSINESSPROPERTIES.COM](mailto:MROBERTSON@NAIBUSINESSPROPERTIES.COM), or in-person at 3312 4<sup>TH</sup> AVE NORTH, BILLINGS, MT 59101 until 5:00 PM (MDT) on 16, JUNE, 2023.

More specific additional information regarding the **DISPOSITION OF MUNICIPAL REAL ESTATE SALE AND DEVELOPMENT OF BILLINGS CITY HALL** can be obtained by contacting MATT ROBERTSON SIOR, PRINCIPAL/SUPERVISING BROKER, NAI BUSINESS PROPERTIES, via telephone at (406) 294-6308 or email at [MROBERTSON@NAIBUSINESSPROPERTIES.COM](mailto:MROBERTSON@NAIBUSINESSPROPERTIES.COM). The full Request for Proposals may also be found on the City's website at [www.billingsmt.gov](http://www.billingsmt.gov), by clicking on "Doing Business," and then on "Bids."

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

The right is reserved to reject any or all proposals received, to waive irregularities, to postpone the award of the contract for a period of not to exceed ninety (90) days, and to accept that proposal which is in the best interests of the City of Billings, Montana. Award of any contract may be contingent upon approval by Billings City Council.

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

Published at Billings, Montana, APRIL 14 & APRIL 21, 2023.

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

Publish: APRIL 14 & APRIL 21, 2023  
Dept.: FACILITIES

**Certificate Of Completion**


|                                                                                              |                          |
|----------------------------------------------------------------------------------------------|--------------------------|
| Envelope Id: AA3B0616B25A4358A5F20DE408F281BC                                                | Status: Completed        |
| Subject: Contract for signatures: Purchase and Sale Agreement for City Hall and Parking Lots |                          |
| Source Envelope:                                                                             |                          |
| Document Pages: 23                                                                           | Signatures: 4            |
| Certificate Pages: 6                                                                         | Initials: 0              |
| AutoNav: Enabled                                                                             | Envelope Originator:     |
| Envelopeld Stamping: Enabled                                                                 | Jessica Fust             |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                            | fustj@billingsmt.gov     |
|                                                                                              | IP Address: 161.7.21.147 |

**Record Tracking**

|                      |                      |                    |
|----------------------|----------------------|--------------------|
| Status: Original     | Holder: Jessica Fust | Location: DocuSign |
| 3/15/2024 9:14:45 AM | fustj@billingsmt.gov |                    |

**Signer Events**

| Signer Events                                                                                                                      | Signature                                             | Timestamp                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Liz Kampa<br>kampal@billingsmt.gov<br>Purchasing Agent<br>City of Billings<br>Security Level: Email, Account Authentication (None) | <b>Completed</b><br><br>Using IP Address: 161.7.21.49 | Sent: 3/15/2024 9:28:19 AM<br>Viewed: 3/15/2024 10:09:29 AM<br>Signed: 3/15/2024 10:15:59 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                     |                                                       |                                                                                              |

|                                                                                                            |                                                                                                         |                                                                                              |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Bill Honaker<br>bill@honaker.us<br>Managing Member<br>Security Level: Email, Account Authentication (None) | <br>1589C4765B87441... | Sent: 3/15/2024 10:16:01 AM<br>Viewed: 3/15/2024 12:24:53 PM<br>Signed: 3/15/2024 2:04:09 PM |
|                                                                                                            | Signature Adoption: Pre-selected Style<br>Using IP Address: 69.144.172.92                               |                                                                                              |

**Electronic Record and Signature Disclosure:**

Accepted: 3/15/2024 12:24:53 PM  
ID: 0f7f3fec-355b-47bb-a97e-8b4c9b352571

|                                                                                                                             |                                                                                                           |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Don Cape<br>dcape@jwtcompanies.com<br>Principal<br>JWT Capital, LLC<br>Security Level: Email, Account Authentication (None) | <br>BB3D8E89523B468... | Sent: 3/15/2024 2:04:11 PM<br>Viewed: 3/16/2024 6:31:44 AM<br>Signed: 3/16/2024 6:32:01 AM |
|                                                                                                                             | Signature Adoption: Pre-selected Style<br>Using IP Address: 205.204.26.162                                |                                                                                            |

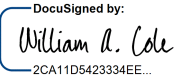
**Electronic Record and Signature Disclosure:**

Accepted: 3/16/2024 6:31:44 AM  
ID: 6e6665a4-e733-44bd-898a-b5eb8d73e8cb

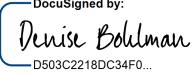
|                                                                                             |                                                        |                                                                                            |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Todd Corne<br>cornet@billingsmt.gov<br>Security Level: Email, Account Authentication (None) | <b>Completed</b><br><br>Using IP Address: 161.7.21.127 | Sent: 3/16/2024 6:32:03 AM<br>Viewed: 3/18/2024 2:29:23 AM<br>Signed: 3/18/2024 2:55:54 AM |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Signer Events                                                                                                         | Signature                                                                                                                                                                                                               | Timestamp                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <p>William A. Cole<br/> coleb@billingsmt.gov<br/> Mayor<br/> Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by:<br/> <br/> 2CA11D5423334EE...</p> <p>Signature Adoption: Pre-selected Style<br/> Using IP Address: 72.175.160.94</p> | <p>Sent: 3/18/2024 2:55:56 AM<br/> Viewed: 3/18/2024 7:50:10 AM<br/> Signed: 3/18/2024 7:50:31 AM</p> |

**Electronic Record and Signature Disclosure:**  
Accepted: 12/3/2020 8:46:12 AM  
ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a

|                                                                                                                                                    |                                                                                                                                                                                                                        |                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <p>Denise Bohlman<br/> bohlmand@billingsmt.gov<br/> City Clerk<br/> City of Billings<br/> Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by:<br/> <br/> D503C2218DC34F0...</p> <p>Signature Adoption: Pre-selected Style<br/> Using IP Address: 161.7.21.138</p> | <p>Sent: 3/18/2024 8:05:08 AM<br/> Viewed: 3/18/2024 8:14:01 AM<br/> Signed: 3/18/2024 8:15:14 AM</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

|                                                                                                                                                   |                                                           |                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------|
| <p>Liz Kampa<br/> kampal@billingsmt.gov<br/> Purchasing Agent<br/> City of Billings<br/> Security Level: Email, Account Authentication (None)</p> | <p><b>VIEWED</b></p> <p>Using IP Address: 161.7.21.49</p> | <p>Sent: 3/18/2024 7:50:33 AM<br/> Viewed: 3/18/2024 8:05:07 AM</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|                                                                                                              |                      |                                   |
|--------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------|
| <p>Wynnette Maddox<br/> maddoxw@billingsmt.gov<br/> Security Level: Email, Account Authentication (None)</p> | <p><b>COPIED</b></p> | <p>Sent: 3/18/2024 8:15:16 AM</p> |
|--------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Envelope Sent       | Hashed/Encrypted | 3/15/2024 9:28:19 AM |
| Certified Delivered | Security Checked | 3/18/2024 8:14:01 AM |
| Signing Complete    | Security Checked | 3/18/2024 8:15:14 AM |
| Completed           | Security Checked | 3/18/2024 8:15:16 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of Billings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO City of Billings:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov)

### **To advise Carahsoft OBO City of Billings of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO City of Billings**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO City of Billings**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kampal@billingsmt.gov](mailto:kampal@billingsmt.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Billings as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Billings during the course of your relationship with Carahsoft OBO City of Billings.

**First Amendment to Purchase and Sale Agreement**

**Seller: The City of Billings**

**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (“PSA Amendment”) is made effective as of the latest date set out below in the signature block (“Effective Date”), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns (“Buyer”), and the **City of Billings** (“Seller”).

### RECITALS

- A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein (“Agreement”).
- B. The Agreement provides certain matters for due diligence review by Buyer within the “Contingency Period” referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. While the parties recognize that the Agreement permits extensions of the Contingency Period upon the payment of additional money from Buyer to Seller, pursuant to Section 11(f), the parties agree that based both upon Buyer’s ability to waive certain contingencies by September 18, 2024, as described below, and factors involving Contingencies outside of the control of Buyer, the agreement for the extension of the Contingency Period for certain matters defined below without additional consideration is warranted.
- C. In addition, the Agreement provides at Section 3(a) for a Closing Date within thirty (30) days of the satisfaction of Buyer’s Contingencies within the Contingency Period, provided, however, that such Section permits the parties to extend the Closing by mutual agreement. The parties agree that the Seller will not vacate the City Hall Property being purchased by the later of the potential Closing Date in Section 3(a) or February 1, 2025, as called for under the Agreement, Section 11(c)(7), and that it is beneficial to Seller that such Closing Date be extended to permit it additional time to vacate the City Hall Property, rather than create a lease structure for continued short term occupancy of the City Hall Property by Seller pending its vacating of such Property. Therefore, the parties believe that an extension of the Closing Date, as outlined below, to permit the orderly vacating of the City Hall Property by Seller, is warranted.
- D. Consequently, the parties agree that the Agreement should be amended as provided below.

### FOR VALUABLE CONSIDERATION, IT IS AGREED:

- 1. **Contingency Period.** Seller and Buyer agree that the following Contingencies set forth in the Agreement may be deemed to be waived by Buyer effective as of September 18, 2024:
  - (a) environmental inspection and testing concerns referenced in Sections 10 and 11(c)(1) and (3) of the Agreement;
  - (b) structural and mechanical inspections and testing referenced in Sections 11(c)(1) and (3) of the Agreement;
  - (c) physical condition of the Property referenced in Section 11(c)(2) of the Agreement, except for the parking structure located on Parcel B of the Property for which repair

improvements are to be made by Seller as previously disclosed to Buyer by Seller, with agreed completion of such repair improvements by Buyer and Seller remaining a contingency for Buyer until completion of the same prior to Closing;

(d) execution of an acceptable Development Agreement between DBP and Buyer to develop Parcel A referenced in Section 11(c)(4);

(e) approval of Tax Increment Funds from DBP and Seller to Buyer referenced in Section 11(c)(5) of the Agreement;

(f) satisfaction of the encroachment of the Grand Building to the south of Parcel A referenced in Section 11(c)(11) of the Agreement.

The following Contingencies within the Agreement will be extended until November 15, 2024, or later date by mutual agreement, without additional consideration:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement;

(h) execution of suitable Franchise Agreements with the hotel company involved in Phase 1 of the project located on Parcel A as referenced in Section 11(c)(6);

(i) Seller will provide approvals for suitable loading and unloading areas from 2<sup>nd</sup> Ave. North for hotel guests, as referenced in Section 11(c)(8);

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter not specifically deemed to be waived by Buyer in subsections 1(a) through (f) above or in subsections below.

The following Contingency within the Agreement will be extended until the later of February 1, 2025, or Closing, as amended herein, without additional consideration:

(m) financing deemed suitable by Buyer, and completion of financing, including those requirements imposed by Buyer's lender or lenders;

The following Contingencies within the Agreement will be extended without additional consideration until the Closing, as amended herein:

(n) title review and Seller's compliance with the state of title for the Property to be conveyed by Seller to Buyer;

(o) Seller vacates the Property within the Permitted Time to Vacate set out in Section 2 below; and

(p) Seller is in compliance with its requirements, agreements and commitments under the Agreement and herein.

2. Seller's Date to Vacate Property. Seller and Buyer agree that the Seller will vacate the Property, together with removal of its personal property therefrom, no earlier than February 1, 2025, and no later than April 1, 2025 (the "Permitted Time to Vacate"). Seller will give Buyer not less than sixty (60) days notice in writing of the date within the Permitted Time to Vacate on which it will have completely vacated the Property. Once Seller has completely vacated the Property during the Permitted Time to Vacate it will give written notice to Buyer of the completion of the same ("Notice of Completion of the Vacating of the Property"). Provided that the Contingencies permitted to Buyer are satisfied, Buyer will Close on the purchase of all of the Property within sixty (60) days of the date of the Notice of Completion of the Vacating of the Property.
  
3. Full Force and Effect. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

\_\_\_\_\_  
Date

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

By: \_\_\_\_\_  
Denise R. Bohlman  
City Clerk

**BUYER**

**Honaker Realty, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JWT Capital, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Second Amendment to Purchase and Sale Agreement**

**Seller: The City of Billings**

**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

## **SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT** (“PSA Amendment”) is made effective as of the latest date set out below in the signature block (“Effective Date”), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns (“Buyer”), and the **City of Billings** (“Seller”).

### **RECITALS**

- A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein (“Agreement”).
- B. The Agreement provides certain matters for due diligence review by Buyer within the “Contingency Period” referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement. The parties again desire to extend the Contingency Period for certain contingency items, as more particularly described below.
- C. Consequently, the parties agree that the Agreement should be amended as provided below.

### **FOR VALUABLE CONSIDERATION, IT IS AGREED:**

**1. Contingency Period.** Seller and Buyer agree that the following Contingencies set forth in the Agreement may be deemed to be waived by Buyer effective as of October 30, 2024:

(i) Seller will provide approvals for suitable loading and unloading areas from 2<sup>nd</sup> Ave. North for hotel guests, as referenced in Section 11(c)(8).

The following Contingencies within the Agreement will be extended until December 6, 2024, or later date by mutual agreement, without additional consideration:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement;

(h) execution of suitable Franchise Agreements with the hotel company involved in Phase 1 of the project located on Parcel A as referenced in Section 11(c)(6);

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter not specifically deemed to be waived by Buyer in subsections 1(i) above or in subsections below.

- 2. Full Force and Effect. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

11/14/2024  
 \_\_\_\_\_  
 Date

Signed by:  
 B William A. Cole  
 \_\_\_\_\_  
 2CA11D4... William A. Cole  
 Mayor

Signed by:  
 B Denise R. Bohlman  
 \_\_\_\_\_  
 D503C22... Denise R. Bohlman  
 City Clerk

**BUYER**

**Honaker Realty, LLC**

11/13/2024  
 \_\_\_\_\_  
 Date

Signed by:  
 B Bill Honaker  
 \_\_\_\_\_  
 Printed Name... Bill Honaker  
 Title: Managing Member

**JWT Capital, LLC**

11/14/2024  
 \_\_\_\_\_  
 Date

DocuSigned by:  
 B Don Cape  
 \_\_\_\_\_  
 Printed Name... Don Cape  
 Title: Principal

**Third Amendment to Purchase and Sale Agreement**

**Seller: The City of Billings**

**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

## **THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT** (“PSA Amendment”) is made effective as of the latest date set out below in the signature block (“Effective Date”), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns (“Buyer”), and the **City of Billings** (“Seller”).

### **RECITALS**

- A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein (“Agreement”).
- B. The Agreement provides certain matters for due diligence review by Buyer within the “Contingency Period” referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement.
- C. Following execution of the First Amendment to Purchase and Sale Agreement, the parties, on November 14, 2024, executed a Second Amendment to Purchase and Sale Agreement to extend the Contingency Period for certain matters until December 6, 2024.
- D. The parties again desire to extend the Contingency Period for certain contingency items, as more particularly described below.
- E. Consequently, the parties agree that the Agreement should be amended as provided below.

### **FOR VALUABLE CONSIDERATION, IT IS AGREED:**

**1. Contingency Period.** Seller and Buyer agree that, in addition to any Contingencies previously waived specifically by Buyer in the First and Second Amendments to the Purchase and Sale Agreement, the following Contingencies set forth in the Agreement may be deemed to be waived by Buyer effective as of November, 25, 2024:

(h) execution of suitable Franchise Agreements with the hotel company involved in Phase 1 of the project located on Parcel A as referenced in Section 11(c)(6).

The following Contingencies within the Agreement will be extended until January 31, 2025, or later date by mutual agreement, without additional consideration:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement;

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter either not specifically deemed to be waived by Buyer in subsection 1(h) above or any prior specifically waived item in the First and Second Amendments to the Purchase and Sale Agreement. Such due diligence matters not specifically waived as of the date hereof will include, but not be limited to, Buyer obtaining financing deemed satisfactory by it for the acquisition and development of the Property, and the parties agree that the financing requirements of Buyer and its lender may require the extension of the Contingency Period beyond January 31, 2025, in order to accommodate this contingency for final designs, bidding, appraisal and loan approval matters attendant to the loan for Buyer from lender, and that the parties will cooperate reasonably to reset and extend such Contingency Period for the same.

- 2. Closing Date/Vacating Date by Seller from Property. In order to facilitate the timing and acquisition of financing by Buyer, the Closing Date for Buyer’s purchase of the Property will be on or before May 15, 2025 (“Closing Date”). Seller will vacate the Property by no later than the Closing Date. Seller will retain possession and risk of loss for the Property until the Closing Date, and Buyer will assume possession and risk of loss for the Property following the Closing Date. It is understood and agreed by Seller that, provided that its Contingencies are satisfied, Buyer must complete its purchase of the Property on or before June 1, 2025 in order to qualify for certain aspects of its funding for the project, thus Buyer will not be able to accord Seller any extension of the Closing Date beyond that set out herein.
- 3. Full Force and Effect. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

12/18/2024  
Date



Signed by:  
B William A. Cole  
2CA11D9420000  
William A. Cole  
Mayor

Signed by:  
B Denise R. Bohlman  
D503C22460340  
Denise R. Bohlman  
City Clerk

**BUYER**

**Honaker Realty, LLC**

12/17/2024  
Date

Signed by:  
B Bill Honaker  
Printed Name: Bill Honaker  
Title: Managing Member

**JWT Capital, LLC**

12/18/2024

Date

DocuSigned by:

*Don Cape*

Printed Name:

Don Cape

Title: Principal

**Fourth Amendment to Purchase and Sale Agreement**

**Seller: The City of Billings**

**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

## **FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT** (“PSA Amendment”) is made effective as of the last date set out below in the signature block (“Effective Date”), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns (“Buyer”), and the **City of Billings** (“Seller”).

### **RECITALS**

- A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein (“Agreement”).
- B. The Agreement provides certain matters for due diligence review by Buyer within the “Contingency Period” referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement.
- C. Following execution of the First Amendment to Purchase and Sale Agreement, the parties, on November 14, 2024, executed a Second Amendment to Purchase and Sale Agreement to extend the Contingency Period for certain matters until December 6, 2024, and executed a Third Amendment to Purchase and Sale Agreement on December 18, 2024 to extend certain Contingency Period matters until January 31, 2025.
- D. The parties again desire to extend the Contingency Period for certain Contingency Period items, as more particularly described below.
- E. Consequently, the parties agree that the Agreement should be amended as provided below.

### **FOR VALUABLE CONSIDERATION, IT IS AGREED:**

**1. Contingency Period.** Seller and Buyer agree that, in addition to any Contingencies previously waived specifically by Buyer in the First, Second and Third Amendments to the Purchase and Sale Agreement, the following Contingency set forth in the Agreement at Section 11 may be deemed to be waived by Buyer effective as of January 31, 2025:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement.

The following Contingencies within the Agreement at Section 11 will be extended until March 31, 2025, without additional consideration:

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter either not specifically deemed to be waived by Buyer in subsection 1(g) above or any prior specifically waived item in the First, Second and Third Amendments to the Purchase and Sale Agreement.

The following Contingency within the Agreement at Section 11 will be extended until on or before the Closing Date without additional consideration: Buyer obtaining and putting into place financing deemed satisfactory by it for the acquisition and development of the Property.

**2. Closing Date/Vacating Date by Seller from Property.** Despite the extensions to the Contingency Period as set forth above, the parties anticipate that the Closing Date chosen in the Third Amendment to Purchase and Sale Agreement of May 15, 2025 (“Closing Date”), will remain in place unless the parties should mutually agree in writing to an earlier Closing Date. Seller will vacate the Property by no later than the Closing Date. Seller will retain possession and risk of loss for the Property until the Closing Date, and Buyer will assume possession and risk of loss for the Property following the Closing Date. It is understood and agreed by Seller that, provided that its Contingencies are satisfied, Buyer must complete its purchase of the Property on or before June 1, 2025 in order to qualify for certain aspects of its funding for the Project, thus Buyer will not be able to accord Seller any extension of the Closing Date beyond that set out herein.

**3. Full Force and Effect.** Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date appearing at their respective signatures.

**SELLER**

**The City of Billings**

\_\_\_\_\_  
Date

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

By: \_\_\_\_\_  
Denise R. Bohlman  
City Clerk

**BUYER**

**Honaker Realty, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JWT Capital, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City Council Regular**

**Date:** 02/10/2025  
**Title:** W.O. 25-18: Grand Avenue Trunk Main Extension and Arnold Drain Detention, Professional Services Contract  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 25-18: Grand Avenue Trunk Main Extension and Arnold Drain Detention, to DOWL in the amount of \$445,387.

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

W.O. 25-18: Grand Avenue Trunk Main Extension and Arnold Drain Detention, is a project that was identified during the Stormwater Utility development process that will further improve the City's stormwater infrastructure by designing and ultimately constructing a necessary capital project on Billings' West End. This project was identified in the FY 25 CIP. The project will mitigate existing flooding and provide additional capacity for growth west of the Arnold Drain.

This project has two major components. The first project component is to extend the drainage infrastructure located at the intersection of Grand Avenue and Shiloh Road to the east and make a connection to the Arnold Drain. This pipe is needed for future runoff contribution to the system once Grand Avenue and local roads west of Shiloh Road are improved.

The second project component will construct regional stormwater detention within and adjacent to the Arnold Drain to detain and meter peak runoff flows entering the undersized downstream conveyance system. This project component solves an immediate need for greater detention within the Arnold Drain's drainage basin to alleviate current flooding that occurs in the subdivisions south of Broadwater Avenue near the Arnold Drain's intake structure located at Broadwater and 30th Street West. The Arnold Drain intake structure was recently upgraded to help reduce debris clogging impacts; however, previously the Arnold Drain was piped east of 30th Street West and the pipe is not of sufficient size to handle current flows within the Arnold Drain and future runoff contributions that will enter the Arnold Drain from Grand Avenue west of Shiloh Road and any additional land development occurring with the Arnold Drain drainage basin. By creating a regional detention facility, the City can better manage current flooding issues and be well positioned to accept runoff from future road and land development. Further, adding stormwater storage upstream allows the use of existing piping downstream without costly upsizing and replacement of pipe through existing neighborhoods.

This contract includes design and bidding services for both the pipe extension and regional storage project components. It is anticipated that a future contract amendment for construction administration services will be presented to Council once the projects are bid for construction and construction schedules are known.

DOWL was selected for this project using the proposal process. Seven other proposals were received from AE2S, HDR, Horrocks, IMEG, KLJ, Morrison-Maierle, and Sanbell. The selection was based on project team and availability; project approach; and firm qualifications and experience as related to project needs.

**ALTERNATIVES**

City Council may:

- Approve W.O. 25-18: Grand Avenue Trunk Main Extension and Arnold Drain Detention, to DOWL in the amount of \$445,387; or;
- Not approve the contract. If the contract is not awarded, further development and construction of this project will be delayed and current flooding risks will remain.

**FISCAL EFFECTS**

Design of this stormwater capital project was budgeted in FY25 using Stormwater Funds in the amount of \$1,300,000. There are adequate funds to award this contract. Remaining funds will be used for the contract

amendment for construction administration.

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**Attachments**

W.O. 25-18, Contract for Professional Services



## Contract for Professional Architectural and Engineering Services

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### Project:

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 16 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means DOWL

#### Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.

- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings and data as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc.

Additional project documentation and data requirements reflecting as-built condition of City assets are as follows:

**Digital Delivery Formats:**

- **PDF Files:** One half size paper copy to scale, one full size paper copy to scale. Inclusion of manufacturer drawings and material lists.
- **Survey Point Files:** Required file formats: Comma delimited (asc, .txt, csv)
- **CADD Files:** AutoCAD DWG files, Version 2016, or equivalent. Required file formats: Drawing File (.dwg)
- **Geographic Information System (GIS) Files:** All spatial data provided to the City of Billings will be delivered in a format suitable for integration into the City's GIS System of Record including lines, points, and polygons digitally representing as-built assets. Required file formats:
  - File Geodatabase (.gdb)
  - Shapefiles (including, at a minimum .shp, .shx, .prj, .dbf, .xml)
- **CCTV Videos and Reports:** If post construction pipe inspection video was documented by contractor it will be provided along with corresponding reports at the time of as-built drawing and data submittal.

**Metadata:** Additional information to be included with deliverable.

- Date Captured and Delivered
- Data Description (e.g., unit of measure, abbreviations, code descriptions)
- Methods (e.g., technology and hardware used to generate data, field methods)
- Originator (e.g., contractor name, contact information)

**Location Accuracy:** Horizontal and vertical accuracy standards of spatial data deliverable.

- **Horizontal:** Data provided will be spatially accurate to within 1 Meter, with 95% probability.
- **Vertical:** Data provided will be spatially accurate to within 0.3048 Meter, with 95% probability.

**Coordinate System and Unit of Measurement:** Spatial data provided will be Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be international feet, GEOID18. Northing and easting coordinates will be in the grid distance system with precision to the nearest tenth of a foot, elevations to the nearest hundredth of a foot.

**Attribute/Object Data:** All noted delivery formats will include the following attributes or object data. *A supporting data dictionary file may be requested from the City that includes all noted fields below along with desired naming conventions and pick asset lists.*

- Point number or ID
- Northing, Easting, Elevation
- Feature Type (e.g., Manhole, Valve, Bend, Streetlight, etc.)
- Feature Description:
  - Size (e.g., Pipe Diameter, Manhole Cover Diameter)
  - Material
  - Measurement (e.g., Invert)
  - Manufacturer
  - Installation Date
- GPS Unit Make and Model
- Date and Timestamp
- Data Originator (e.g., contractor name)

**Delivery Methods:** Project documentation and data to be delivered as otherwise noted in the contract or utilizing one of the following methods.

- Secured Cloud-based Platform (e.g., Sharepoint, OneDrive, Box, etc.)
- External Hard Drive
- CD's or DVD's

E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

**Section 3. Time for Performance.**

A. This Contract becomes effective when signed on behalf of Billings.

- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2027. The parties may extend this agreement, by mutual concurrence, for a period mutually agreed upon by the parties, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

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

Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

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

#### Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
  - 1. Workers' compensation and employer's liability coverage as required by Montana law.
  - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  - 3. Commercial automobile liability -- \$1,500,000 per accident.
  - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Mac Fogelsong, P.E., City Engineer  
City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Greg Gabel, P.E. Senior Project Manager  
DOWL  
222 North 32<sup>nd</sup> Street, Suite 700  
Billings, MT, 59101 FAX: (800 ) 865-9847

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
  - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
  - 2. Strikes or Work stoppages.
  - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
  - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;

- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and,
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

## PART II GENERAL CONTRACT PROVISIONS

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

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

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

Section 3. Permits, Laws, and Taxes.

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

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: Greg Gabel, P.E., Senior Project Manager\_  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

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

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**BUSINESS NAME**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

\_\_\_\_\_  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**

## Appendix A

### Basic Services of Engineer

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#### Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Greg Gabel, P.E.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Tyler Westrope, P.E.

Section 3. Scope of Work.

# SCOPE OF WORK

## W.O. 25-18 Grand Avenue Trunk Main Extension and Arnold Drain Detention Project – Phase 1

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### PURPOSE

The W.O. 25-18 Grand Avenue Trunk Main Extension and Arnold Drain Detention project involves designing and implementing a stormwater trunkline extending east from the Shiloh/Grand roundabout to Arnold Drain. It also includes regional stormwater facilities along Arnold Drain to address downstream flooding while accommodating increased stormwater inflows from Grand Avenue, Broadwater Avenue, and surrounding developments.

This project is divided into two phases, as detailed below:

- This Phase 1 contract will focus on data collection, preliminary design layout for the Grand Avenue trunk main extension and Arnold Drain detention facilities, stakeholder engagement, and the final alternative layout selection for final design. The preliminary design layout is assumed to be completed by June 2025. Following this, the project will transition to the final design of the selected alternative, support for final negotiations and agreements, preparation of construction documents, and bidding support. Phase 1 is anticipated to run from February to October 2025.
- Phase 2 of this contract will encompass construction administration services, including project submittal reviews, construction staking, testing, inspection, record drawing preparation, and associated project closeout documentation. The anticipated timeline for Phase 2 is from November 2025 to April 2026. However, this schedule is subject to coordination with the Landowner adjacent to the Arnold Drain and the timing of improvements relative to the irrigation and farming practices of the land in the vicinity.

The following scope outlines the tasks required to complete Phase 1. A future contract amendment will address the scope of work for Phase 2.

### Task 100: Project Management

- General Project Management: DOWL will handle tasks such as job setup, contracting, monthly billing, coordination, and providing project status updates. A 10-month project duration is assumed.
- General Coordination: DOWL will engage in general coordination with the City Public Works, City Parks, City-County Planning, Yegens, Sanbell, and internal DOWL staff.
- Bi-weekly Progress Meetings: DOWL will conduct bi-weekly 30-45 minute virtual meetings with the City of Billings Public Works to provide progress updates, address project coordination needs, or discuss preparation for the Stakeholder meetings. The scope assumes nine meetings with four attendees and ten meetings with two attendees (19 total meetings).

- Stakeholder Meetings: DOWL assumes five in-person stakeholder meetings, each lasting 90 minutes. These meetings include preparation time and the drafting of meeting minutes. These meetings are assumed to be held in DOWL's 7th Floor Conference Room.
  - *Introduction/Kickoff Meeting*: Introduce the team to stakeholders, understand the landowner/development vision, and identify key needs and potential challenges (e.g., critical dates, future land use, large soil cuts). (Assumes four in-person attendees.)
  - *Initial Concept Review Meeting*: Present and discuss initial concept layouts, aiming to eliminate less viable options. (Assumes two in-person attendees and two virtual attendees.)
  - *Alternative Analysis Review Meeting*: Review selected alternatives, including pros, cons, and engineering estimates. Open discussion to address questions and gather feedback. (Assumes two in-person attendees and two virtual attendees.)
  - *Final Alternative Review Meeting*: Present the final alternative.
  - *Contingency Review Meeting*: Held if selecting the final alternative proves challenging. (Assumes two in-person attendees and two virtual attendees.)
- Site Visits: Up to three one-hour site visits to investigate project areas and meet with stakeholders. (Assumes two DOWL staff per visit.)

## Task 200: Survey Collection

- Multiple survey trips are anticipated as project details evolve through stakeholder coordination and layout development. During this preliminary design, DOWL will primarily utilize 2021 Yellowstone County LiDAR and 2024 Arnold Drain Capacity Analysis data, supplemented by limited survey collection for critical elements affecting the preliminary design.
- DOWL assumes a two-person, one-day survey trip for this initial collection for preliminary design layout, including data processing and formatting for use.
- Once the project footprint is better defined through coordination and initial discussions, DOWL will conduct survey collection for the final design and basemap creation. For budgeting purposes, Figure 1 shows the assumed footprint and includes utilizing various data sources, including DOWL's survey from the Grand Avenue Water Project.
- Specific tasks include:
  - Requesting and surveying underground utility locates within or adjacent to the project footprint.
  - Collecting topographic and surface feature survey data, including irrigation facilities, fencelines, sidewalks, curb and gutter, trees 6" DBH (Diameter at Breast Height) or larger, and other elements not captured in LiDAR or early data collection.
  - Performing surveys and measure-downs for key manholes and pipe inverts along Grand Avenue, Shiloh Road, and Broadwater Avenue corridors.
  - Process the survey data and integrate it within the LiDAR data. Creating a basemap for the final design.

- Construction control points will be established throughout the project. DOWL has assumed six control points will be installed.
- Property boundary surveys will be conducted at two distinct stages during the project. The first survey will take place during the preliminary design phase and will involve locating the existing property corners, drafting and remonumenting any corners that require adjustment, and filing the necessary records. The second survey will be performed after an alternative is selected for final design. This phase will establish lot lines and corner pins that may need to be adjusted based on the selected alternative. It should be noted that this information may be provided by the client's design consultant.



Figure 1 - Final Design Survey Collection & Basemap Extents Assumption

## Task 300: Geotechnical Investigation

The proposed geotechnical evaluation aims to assess soil and site conditions for the stormwater detention improvements to be made to the Arnold Drain, located west of the Yegen Golf Club. The scope of geotechnical services proposed will include:

## Task 310: Preliminary Office Review and Field Investigation

- Review existing published information (e.g., as-built plans, USGS maps, soils maps)
- Conduct an on-site visit to identify the site's topographic and geologic features and evaluate access and working conditions.
- Mark proposed borehole locations with wood lathes and submitted one-call utility locates.
- Perform subsurface exploration in one mobilization, obtain samples, conduct in-place tests for soil, document groundwater conditions, and install piezometers.
  - Drill four borings along the canal to depths of 20 to 25 feet below the existing grade, or refusal, whichever occurs first. The goal is to extend borings a minimum of 5 feet below the flow line of Arnold Drain.
  - Drill one boring in the area of the proposed detention facility to a depth of 20 to 25 feet below the existing grade, or refusal, whichever comes first.
  - Drill one boring near the storm drain stub out near the intersection of Grand Avenue and Shiloh Road to depths of 20 to 25 feet below existing grade, or refusal, whichever comes first.
    - During drilling, Standard Penetration Tests (SPT) will be made at 2½ to 5-foot intervals, and undisturbed Shelby tube samples will be obtained as drilling progresses, if possible. Bulk samples of auger cuttings will also be collected.
    - The field crew will loosely backfill explorations not used for piezometers with soil cuttings upon completion. Soil cuttings will be left on site, and some rutting, landscape disturbance, and other surface damage should be expected as part of the exploration. DOWL will attempt to collect the data during frozen ground conditions to reduce surface impacts. DOWL will not landscape, reseed, or recompact exploration locations.
  - If we encounter a subsurface anomaly that necessitates additional drilling, we will contact the City of Billings for authorization before incurring additional fees.
  - Install two 2-inch diameter PVC piezometers. One will be installed near the center of the project site and one at the south end of the site. DOWL will install equipment throughout the project and download the data on a 4-month frequency.
  - Collect surface soil samples in the potential farmland waste disposal area to understand current farm nutrients.
  - Prepare boring logs of field explorations.
  - Conduct laboratory testing for recovered samples, including but not limited to:
    - Natural soil moisture content,
    - Grain-size distribution,

- Atterberg limits,
- Standard proctor,
- Unconfined compression (soils),
- Resistivity,
- pH,
- Laboratory soluble sulfates (percent SO<sub>4</sub>), and
- Nitrogen, phosphate, potassium, and organic matter content.

### Task 320 Geotech Analysis and Report

Perform geotechnical engineering analyses in order to determine the suitability of the site soils, and our recommendations for the project. Our recommendations will include geotechnical considerations for the design and construction of the new structures, subgrade improvement, slope stability, and corrective earthwork if necessary. Specifically, we will address the following geotechnical design areas:

- Earthwork
  - Site preparation
  - Excavation characteristics
  - Structural fill criteria
  - Compaction and moisture specifications
  - Cold-weather construction and expected frost penetration depth.
  - Suitability of the on-site soils for use as subgrade
  - Geotextile Applications
- Foundation Design Systems with Associated Design Parameters (if applicable)
  - Estimated settlement
  - Allowable foundation bearing pressure
  - Soil improvement requirements (if needed)
  - Total and differential settlement estimates
  - Lateral foundation base sliding friction coefficients
  - Frost Depth
- Soil Chemistry
  - Sulfate corrosion of concrete
  - Corrosion of buried metals
  - Soil nutrients (if the soil is to be reused for farming)

Provide an electronic copy of the geotechnical report that will include a site plan, exploration logs, laboratory test data, our interpretation of subsurface conditions, geologic setting, foundation recommendations, and our opinions and recommendations.

### Task 400: Environmental Investigation

- DOWL will conduct a wetland delineation of the project site utilizing the 1987 Army Corps of Engineers (USACE) Manual and the 2010 Regional Supplement – Great Plains Region. Wetland boundaries and waterways will be mapped using a map-grade GPS unit.

- Upon completion of the field delineation, DOWL will prepare figures using the currently available aerials of the project site and prepare a Wetland Delineation Report for submission to USACE.
- DOWL will coordinate with the USACE early in the project schedule regarding the proposed project scope and associated 404 permit requirements.
- DOWL has assumed that environmental permitting will start near the preliminary analysis's end or early in the final design. DOWL will complete a Montana Joint Application for proposed work in Montana's Streams, Wetlands, Floodplain, and other Water Bodies and submit to the USACE for approval and authorization of a Section 404 permit. DOWL assumes the authorization will take place under a Nationwide Permit, and an individual 404 permit would not be required. DOWL will address comments and make changes to the permit application and plan set as needed. It is assumed that any comments received will only require minor refinement to the plan.

## Task 500: Conceptual Design

This task aims to define the approximate park footprint, assess its integration into the broader development plan, and conduct a hydraulic review to ensure that proposed stormwater improvements reduce downstream flooding risks.

## Task 510: Initial Concepts

- DOWL will utilize information from the Introduction/Kickoff Meeting to develop 6–8 concept layouts (10% design level). Each layout will generally include:
  - A simple color-block scheme showing potential streets, land use, park/green spaces, detention ponds, stormwater trunklines, culverts, and connections
  - Key acreage labels for the total park area, developed land, and estimated pond sizes
  - Highlighting potential material waste areas, depending on information from the Introduction/Kickoff Meeting
  - Figure 2 shows an example of the general level of detail to be included in these concept layouts.
- These layouts will not include hydraulic modeling, infrastructure sizing, and detailed park features.
- Submit preliminary layouts to the City for review and address their comments.
- Distribute layouts, a summary, and a meeting agenda to stakeholders before the Initial Concept Review Meeting.
- The Initial Concept Review Meeting aims to narrow the options to three alternatives (or modifications) for further development in the Alternative Analysis phase (30% design).



Figure 2: Initial Concept Level Figure

### Task 520: Alternative Analysis

- Up to three Initial Concept Layouts will advance to the Alternative Analysis phase (30% design).
- DOWL will coordinate with the City's Parks Department to gather input on park layouts and maintenance needs.
- Modify the already developed ASSA model to reflect each alternative. The following tasks will be performed to assess each alternative:
  - Adjust drainage basins and parameters to align with Landowner's development vision.
  - Incorporate and preliminarily size storm drains for a 10-year built-out condition.
  - Evaluate the full built-out condition without detention storage to assess impacts associated with the additional contributing area.
  - Review downstream impacts and size detention ponds, outlet structures, and spillways to minimize flooding risks. Compare results to existing conditions results. The sizing will be based on a 10-year storm with a 100-year storm flood hazard check.
  - Identify hydraulic benefits and limitations for each alternative.
- The material waste area may potentially impact irrigation facilities along Shiloh and Grand. Evaluate potential impacts of material waste areas on irrigation facilities along Shiloh and Grand. Perform hydraulic evaluations of the existing irrigation and assess impacts and solutions to the grade adjustments.
- Develop plan and section view figures for each alternative, including:
  - A rough grading plan showing the contours of the park and stormwater facilities. This grading plan will be used to calculate cut and fill quantities. A material waste area will

be identified, but no grading will be completed on the waste areas. Label key acreages, including total park area, developed land area, and assumed pond sizing.

- A preliminary park/green space figure showing various park program elements, ponds, proposed storm drain infrastructure, and features to tie it into the Cardwell Ranch Master Plan. Different configurations of various park program elements will be shown on each alternative. Figure 3 shows an example of the level of detail of these 30% layouts.
- Provide up to two section views showing each alternative's existing ground and conceptual park grading and program features. Figure 4 shows an example of the level of detail of these 30% layouts.
- Prepare a summary table comparing hydraulic performance, storage volumes, and discharges from the various detention facilities.
- Develop preliminary engineer's cost estimates based on earthwork and stormwater infrastructure quantities.
- Identify the pros and cons of each of the alternatives.
- Submit a preliminary package including figures, hydraulic comparison tables, and an outline summarizing the pros and cons of each alternative for the City to review. No formal report or memorandum will be developed for this package. Address City comments.
- Distribute figures, tables, outlines, and a meeting agenda to stakeholders before the Alternative Analysis Review Meeting.
- The Alternative Analysis Review Meeting aims to eliminate alternatives and advance a single alternative forward to final design.



Figure 3: Initial Alternative Level Park/Open Space Concept

## STORMWATER BASIN IMPROVEMENTS

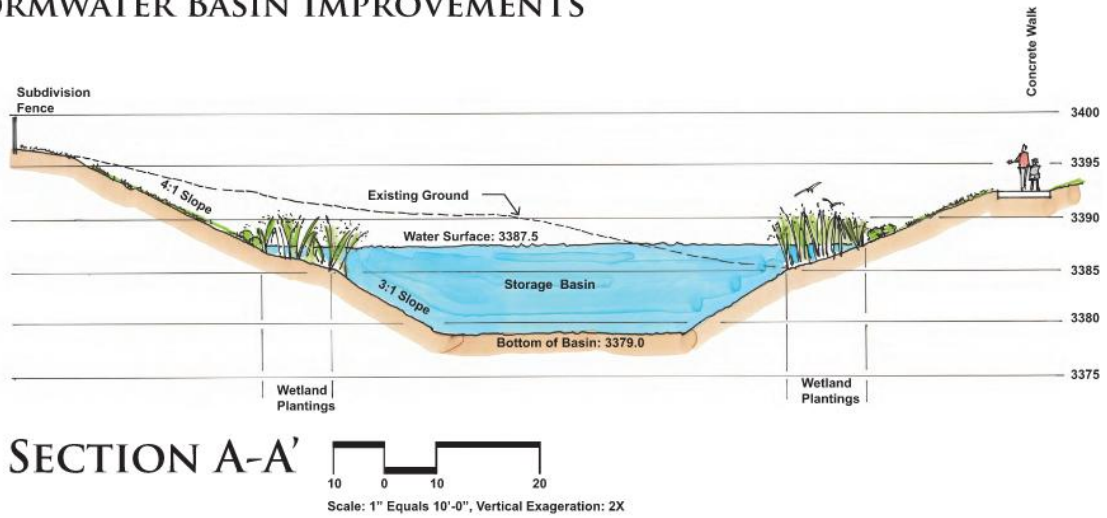


Figure 4: Park Section View Concept

### Task 530: Final Alternative

- One alternative will be brought forward to the Final Alternative phase.
- Incorporate feedback from the Alternative Analysis Review Meeting.
  - Resizing stormwater infrastructure and updating performance tables in the ASSA model
  - Revising the rough grading plan figure.
  - Park Enhancement/green space figures and section views to a Park Master Plan level. Figure 5 shows examples of the Park Master Plan level figures and section views.
  - Updating the engineer's cost estimate for the grading and stormwater infrastructure.
  - An estimate to complete the park will not be included with the final alternative.
- Submit a preliminary package, including figures and a hydraulic comparison table, to the City for review. No formal report or memorandum will be developed for this package. Address City comments.
- Distribute figures, tables, and a meeting agenda to stakeholders before the Final Alternative Review Meeting.
- The goal of the Final Alternative Review Meeting is to reach a final consensus from all stakeholders and proceed to the final design.

### Task 540: Contingency Work for Additional Meeting

- DOWL assumes up to 60 hours of contingency work to address additional issues if consensus on the Final Alternative cannot be reached.



Example for Reference Only:  
This Facility Yet to Be Determined

## Master Plan Level Example



Figure 5: Final Alternative Level Park/Open Space Concept

## Task 600: Public-Private Partnership

As part of the preliminary design layout process, DOWL assumes that initial negotiations for a Public-Private Partnership between the Landowner and the City of Billings will occur. DOWL will support the City in these efforts. The following are some anticipated tasks that DOWL may provide support to the City.

## Task 610: Research and Strategy Formulation

- Collaborate with City-County Planning to strategize logistics for land transfer. Identify potential issues and develop strategies to meet the conditions outlined by the Landowner.
- Review the City of Billings Subdivision Regulations, zoning information, and other relevant documents to identify specific requirements that may need to be addressed as part of the partnership.
- Brainstorm solutions that align with the interests of the landowners and can be implemented into the project as strategic negotiation tools.
- Work with the City of Billings Public Works, Planning, and Parks departments to develop a comprehensive negotiation plan. This plan will include necessary documents to facilitate a Public-Private Partnership.
- For budgeting purposes, DOWL assumes 84 hours of effort, with a total budget of \$16,750, to provide this initial support for the Public-Private Partnership.

## Task 620: Documentation, Survey, and Language Support

- DOWL will provide negotiation support for City's meetings with the Landowner. DOWL has assumed no participation in these meetings and only coordination with the City.
- After early negotiations, the final documents will need to be drafted, and DOWL will provide the City support in developing these documents, including these tasks:
- Providing engineering-related documents, numbers, and figures that need to be incorporated into the formal Public-Private Partnership. This might include agreed-upon future land use classification and associated runoff, storage quantities, dedicated parkland, and other criteria that could be grandfathered for future development.
- DOWL has assumed any property survey, lot lines adjustments, or development of certificate of survey may be needed for the final documentation. The effort is included in Task 200.
- DOWL assumes that the City will develop the legal documents for the Public-Private Partnership.
- DOWL will provide a review of the Draft Public-Private Partnership. Check for consistency.
- For budgeting purposes, DOWL assumes 80 hours of effort, with a total budget of \$15,040, to provide this documentation, survey and language support for the Public-Private Partnership.

## Task 700: Final Design

Since various unknowns remain regarding the preliminary design and layout due to ongoing coordination with the Landowner and other stakeholders, DOWL has developed assumptions to outline the selected alternative to carry to the final design. These assumptions provide a basis for estimating the final design budget. Adjustments to the scope and budget may be necessary as more information becomes available through the preliminary design process. DOWL assumes the following project layout for the final design:

- The Grand Avenue Storm Drain will connect from the box culvert under Shiloh Road and head east parallel to Grand Ave. before reconnecting with the pipe stub that outfall into Arnold Drain
- A storm drain extension of the northern Grand Ave. Outfalls into Arnold Drain
- Design of one culvert crossing within Arnold Drain
- Design of two inline storage embankments with control structures and spillways in Arnold Drain
- Design of two detention ponds with pond outfall structures and pipe back into Arnold Drain
- Irrigation impacts along the storm drain alignment and east of the Arnold Drain
- The final design assumes no water features along the future park will be included except for two detention ponds.
- Figure 6 shows the concept layout assumed for the Final Design effort.



Figure 6 – Assumed Final Design Concept Layout

## Task 710: Final Design

- Design Grand Avenue Trunk Main Extension.
  - Finalize size, manhole placement, connection details, surface impacts, and repairs.
- Design water control structures, embankments and spillways for the inline Arnold Drain storage facilities (2).
  - Perform hydraulic evaluations of the water control structure and pipe for base flows and various flood events (2, 10, and 100-year) for a full buildout condition. It assumed that no special design will incorporate water quality to these facilities.
  - Design embankment, including material and compaction requirements, pipe penetration design, and channel bottom and side connections.
  - Assess the groundwater impacts for changes in the minimum pool elevation at the two embankments.
  - Size and design spillway to convey the 100-year event of the full buildout conditions.
  - Perform hydraulic evaluation for an interim design (to be determined by the City) to size orifice plates for the inline water structures.
- Design the Broadwater Avenue detention pond, water control structure, and pipe conveyance into Arnold Drain. The water control structure will be designed with larger openings so a steel plate orifice can be added to the structure when the Broadwater improvement project is completed.
  - Size outlet protection for this pipe discharging into Arnold Drain.
  - Evaluate water quality volume and design retention storage within the pond for future Broadwater project.
  - It is assumed that no inflow pipe will be constructed with this project. DOWL will verify that the future pipe from the Broadwater systems can navigate around the existing utilities.
- Design the landowners/development detention pond, water control structure, and pipe conveyance into Arnold Drain. The water control structure will be designed with larger openings so a steel plate orifice can be added to adjust outflows when the development is constructed.
  - Size outlet protection for this pipe discharging into Arnold Drain.
  - Evaluate water quality volume and design retention storage within the pond, if the City agrees to that with the Landowner.
  - It is assumed that no inflow pipe will be constructed with this project.
- Size and design one culvert crossing in Arnold Drain at a location determined by the Landowner. DOWL has assumed this culvert will be included in the design package.
- Design the access path and verify that the path meets ADA compliance. Provide a section design for the path. It is assumed that no bridge features will cross over Arnold Drain.
- Finalize finish grading design and channel reshaping, including topsoil, salvaging channel material, and subgrade preparation. Determine erosion protection needs after construction.
- Design storm drain extensions at the beginning of Arnold Drain for both inflowing pipes. Size outlet protection needs for these outfalls.

- Design irrigation facilities for both project impacts and construction impacts.
  - It assumed that the irrigation ditch along Grand Avenue will be impacted and reconstructed. It is not assumed that this ditch will be piped with this project.
  - It assumed that the irrigation ditch along the east side of Arnold Drain would be impacted and reconstructed.
- Complete final design and grading of the waste material to meet future farm use. This effort would look at optimizing the future slope of the field for flood irrigation. Provide a review of nutrients and recommendations on future fertilization efforts.
- Apply for an MDT encroachment permit for the portion of the stormwater trunkline within the MDT's right-of-way.
- Other Assumptions
  - The entire Arnold Drain channel will be cleared and grubbed without effort to protect any trees or brush.
  - All impacted fencelines around the project's exterior will be replaced in kind, including the Yegen Golf Course fence. It is assumed that the internal fencelines to the west of the Arnold Drain will be removed and not replaced.
  - The project will not include a detailed landscaping plan, and it is assumed the project will be reseeded to native grasses with no tree plantings.

### Task 720: Preliminary Design Package (75% Design)

- DOWL will develop Preliminary Construction Plans for the City's review. Plans assume to include the following sheets:
  - Cover Sheet (1 sheet)
  - Sheet Index, Legend and Notes Sheets (2 sheets)
  - Survey Control Sheet (1 sheet)
  - Demolition and Clear and Grubbing Sheet (1 sheet)
  - Site Overview Map (1 Sheet)
  - Arnold Drain Reshaping Plan and Cross Section Sheets (5 sheets)
  - Storm Drain Plan and Profile Sheets (4 sheets)
  - Roadway Restoration Detail Sheets (2 sheets)
  - Inline Embankment Sheets (4 sheets)
  - Detention Pond Grading Plans (2 sheets)
  - Water Control Structures and Spillway Details (5 sheets)
  - Access Path Plan & Profile Sheets (3 sheets)
  - Irrigation Plan, Profile, Sections, and Detail Sheets (4 sheets)
  - Material Waste Area Grading Sheets (2 sheets)
  - Miscellaneous Detail sheets (2 sheets)
  - Landscaping Sheet (1 sheet)
- DOWL will develop a Preliminary Project Manual. The project manual will include project specifications and special provisions based on the current edition of the Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications to the MPWSS.

- Develop a preliminary design report that documents the alternative selection process, groundwater monitoring results, hydrologic and hydraulic methodologies, and the hydrologic and hydraulic design results.
- DOWL will calculate quantities and prepare a Preliminary Opinion of Probable Construction Cost.
- DOWL will perform Quality Assurance and Quality Control checks during the Preliminary design submittal.

### Task 730: Final Design Package (100% Design)

- DOWL will attend a review meeting with the City to discuss the City's Preliminary Design Package comments.
- DOWL will prepare Final Design Plans by incorporating the City's comments.
- DOWL will prepare the Final Project Manual by incorporating the City's comments.
- DOWL will prepare the Final Design Report by incorporating the City's comments.
- DOWL will prepare the final opinion of probable construction costs by incorporating the City's comments.
- DOWL will perform Quality Assurance and Quality Control before submittal of the Final design package.
- DOWL will provide the City with one electronic copy of the final plans and project manual to verify that all comments were addressed before advertisement.
- Following the City's final approval, DOWL will prepare bid-ready plans and project manual for bid advertisement. DOWL has assumed only electronic copies of the plans and project manual are required.

### Task 800: Bidding Support

- DOWL will provide bid advertisement text from the project manual to the City for publication. The City will advertise the project.
- DOWL will distribute bid sets, maintain the plan-holders list, and issue addenda and clarifications
- DOWL will attend the pre-bid meeting and assist the City during the pre-bid meeting with questions related to the construction documents. DOWL will issue pre-bid meeting minutes within one week after the meeting.
- DOWL will tabulate all bids received and provide the City with an award recommendation.

### Task 900: Phase 2 Scoping

- Phase 2 scoping will begin once the project is closer to bidding. The Phase 2 scope will encompass Construction Administration, Record Drawings, and Project Completion.

## Appendix B

### Methods and Times of Payment

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#### Section 1. Payments for Basic Services.

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

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

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

|                                |                |
|--------------------------------|----------------|
| 1. Project Management          | \$40,142       |
| 2. Survey Collection           | \$34,818       |
| 3. Geotechnical Investigation  | \$32,639       |
| 4. Environmental Investigation | \$15,450       |
| 5. Conceptual Design           | \$103,090      |
| 6. Public Private Partnership  | \$31,790       |
| 7. Final Design                | \$178,650      |
| 8. Bidding Support             | \$7,048        |
| 9. Phase 2 Scoping             | <u>\$1,760</u> |
| 10. Total                      | \$445,387      |

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

## **Appendix C**

### **Additional Services of Engineer**

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

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

## **Appendix D**

### **Schedule of Professional Fees**

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

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



## MONTANA FEE SCHEDULE

### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

| Description                              | Rate  | Description                      | Rate  |
|------------------------------------------|-------|----------------------------------|-------|
| Accounting Manager                       | \$185 | Engineer IX                      | \$250 |
| Accounting Technician                    | \$120 | Engineer X                       | \$265 |
| Administrative Assistant                 | \$95  | Engineering Technician I         | \$100 |
| Administrative Manager                   | \$125 | Engineering Technician II        | \$115 |
| Biologist I                              | \$130 | Engineering Technician III       | \$125 |
| Biologist II                             | \$140 | Engineering Technician IV        | \$140 |
| Biologist III                            | \$150 | Engineering Technician V         | \$155 |
| Biologist IV                             | \$160 | Engineering Technician VI        | \$175 |
| Biologist V                              | \$205 | Environmental Specialist I       | \$120 |
| CAD Drafter I                            | \$105 | Environmental Specialist II      | \$135 |
| CAD Drafter II                           | \$120 | Environmental Specialist III     | \$140 |
| CAD Drafter III                          | \$130 | Environmental Specialist IV      | \$150 |
| CAD Drafter IV                           | \$140 | Environmental Specialist V       | \$155 |
| CAD Drafter V                            | \$150 | Environmental Specialist VI      | \$190 |
| Senior CAD Drafter                       | \$170 | Environmental Specialist VII     | \$210 |
| Civil and Transportation Designer        | \$135 | Environmental Specialist VIII    | \$225 |
| Senior Civil and Transportation Designer | \$170 | Environmental Specialist IX      | \$245 |
| Contract Administrator I                 | \$160 | Environmental Specialist X       | \$265 |
| Contract Administrator II                | \$185 | Field Project Representative I   | \$115 |
| Corporate Development Manager            | \$230 | Field Project Representative II  | \$125 |
| Cultural Resources Specialist I          | \$120 | Field Project Representative III | \$155 |
| Cultural Resources Specialist II         | \$140 | Field Project Representative IV  | \$170 |
| Cultural Resources Specialist III        | \$145 | Field Project Representative V   | \$200 |
| Cultural Resources Specialist IV         | \$180 | Geologist I                      | \$135 |
| Cultural Resources Specialist V          | \$195 | Geologist II                     | \$145 |
| Document Production Supervisor           | \$150 | Geologist III                    | \$155 |
| Engineer I                               | \$130 | Geologist IV                     | \$175 |
| Engineer II                              | \$140 | Geologist V                      | \$205 |
| Engineer III                             | \$155 | GIS Coordinator                  | \$175 |
| Engineer IV                              | \$175 | GIS Manager                      | \$185 |
| Engineer V                               | \$195 | GIS Specialist                   | \$145 |
| Engineer VI                              | \$205 | GIS Technician                   | \$110 |
| Engineer VII                             | \$215 | Graphics Designer                | \$130 |
| Engineer VIII                            | \$225 | Senior Graphics Designer         | \$165 |



| Description                        | Rate  | Description                        | Rate  |
|------------------------------------|-------|------------------------------------|-------|
| Hydrogeologist I                   | \$140 | Professional Land Surveyor IV      | \$150 |
| Hydrogeologist II                  | \$165 | Professional Land Surveyor V       | \$160 |
| Hydrogeologist III                 | \$195 | Professional Land Surveyor VI      | \$165 |
| Sr. Hydrogeologist                 | \$225 | Professional Land Surveyor VII     | \$175 |
| Intern I                           | \$85  | Professional Land Surveyor VIII    | \$185 |
| Intern II                          | \$105 | Professional Land Surveyor IX      | \$210 |
| Laboratory Manager                 | \$125 | Professional Land Surveyor X       | \$220 |
| Laboratory Supervisor              | \$105 | Professional Land Surveyor XI      | \$255 |
| Landscape Architect I              | \$130 | Project Administrator              | \$135 |
| Landscape Architect II             | \$145 | Project Assistant I                | \$115 |
| Landscape Architect III            | \$160 | Project Assistant II               | \$130 |
| Landscape Architect IV             | \$175 | Project Controller                 | \$165 |
| Landscape Architect V              | \$190 | Senior Project Controller          | \$185 |
| Landscape Architect VI             | \$200 | Project Manager I                  | \$160 |
| Landscape Architect VII            | \$210 | Project Manager II                 | \$175 |
| Landscape Designer I               | \$95  | Project Manager III                | \$190 |
| Landscape Designer II              | \$115 | Project Manager IV                 | \$205 |
| Marketing Assistant                | \$105 | Project Manager V                  | \$220 |
| Marketing Coordinator              | \$135 | Project Manager VI                 | \$235 |
| Marketing & Administrative Manager | \$225 | Project Manager VII                | \$250 |
| Materials Technician I             | \$95  | Proposal Manager                   | \$140 |
| Materials Technician II            | \$105 | Senior Proposal Manager            | \$210 |
| Lead Materials Technician          | \$115 | Public Involvement Assistant       | \$115 |
| Senior Materials Technician        | \$125 | Public Involvement Coordinator     | \$155 |
| Materials Manager                  | \$130 | Public Involvement Planner         | \$135 |
| Planner I                          | \$120 | Public Involvement Program Manager | \$200 |
| Planner II                         | \$145 | Real Estate Services Manager       | \$180 |
| Planner III                        | \$160 | Right of Way Agent I               | \$125 |
| Planner IV                         | \$175 | Right of Way Agent II              | \$140 |
| Planner V                          | \$190 | Right of Way Agent III             | \$155 |
| Planner VI                         | \$200 | Right of Way Agent IV              | \$170 |
| Planner VII                        | \$210 | Right of Way Agent V               | \$185 |
| Planner VIII                       | \$225 | Right of Way Agent VI              | \$215 |
| Planner IX                         | \$240 | Right of Way Assistant             | \$115 |
| Planner X                          | \$280 | Risk Manager                       | \$200 |
| Planning Technician                | \$110 | Senior Manager I                   | \$240 |
| Professional Land Surveyor I       | \$120 | Senior Manager II                  | \$260 |
| Professional Land Surveyor II      | \$130 | Senior Manager III                 | \$270 |
| Professional Land Surveyor III     | \$140 | Senior Manager IV                  | \$295 |



| Description            | Rate  | Description                     | Rate  |
|------------------------|-------|---------------------------------|-------|
| Senior Manager V       | \$315 | Survey Technician -- Supervisor | \$155 |
| Senior Manager VI      | \$335 | Systems Administrator           | \$155 |
| Survey Technician I    | \$90  | Technical Coordinator           | \$180 |
| Survey Technician II   | \$95  | Utility Operator                | \$145 |
| Survey Technician III  | \$100 | Water Resource Specialist       | \$195 |
| Survey Technician IV   | \$115 | Water Rights Specialist I       | \$160 |
| Survey Technician IX   | \$170 | Water Rights Specialist II      | \$190 |
| Survey Technician V    | \$120 | Water Rights Specialist III     | \$220 |
| Survey Technician VI   | \$130 | Water Rights Technician I       | \$105 |
| Survey Technician VII  | \$145 | Water Rights Technician II      | \$115 |
| Survey Technician VIII | \$160 | Water Rights Technician III     | \$125 |

**Survey Crews**

|                                     |   |              |
|-------------------------------------|---|--------------|
| One-Person Survey Crew              | = | \$160 / hour |
| One-Person Survey Crew GPS/Robotics | = | \$180 / hour |
| Two-Person Survey Crew              | = | \$240 / hour |
| Two-Person Survey Crew (PLS + LSIT) | = | \$280 / hour |
| Two-Person Survey Crew GPS/Robotics | = | \$255 / hour |
| Three-Person Survey Crew            | = | \$350 / hour |

**Travel, Mileage, and Miscellaneous**

|                                     |   |                |
|-------------------------------------|---|----------------|
| Lodging                             | = | Cost per night |
| Airfare                             | = | Cost           |
| Vehicle Usage – Passenger Cars      | = | \$1.10/mile    |
| Vehicle Usage – Trucks & SUV's      | = | \$1.30/mile    |
| Printing/Supplies/Phone/Fax/Postage | = | Note 3         |
| In-House Usage Charges              | = | Note 4         |

**Per Diem**

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

|                 | Breakfast | Lunch   | Dinner  | Incidentals | 1 <sup>st</sup> and Last Day | Per Diem Rate  |
|-----------------|-----------|---------|---------|-------------|------------------------------|----------------|
| <b>Billings</b> | \$13.00   | \$15.00 | \$26.00 | \$5.00      | \$44.25                      | <b>\$59.00</b> |
| <b>Bozeman</b>  | \$18.00   | \$20.00 | \$36.00 | \$5.00      | \$59.25                      | <b>\$79.00</b> |
| <b>Helena</b>   | \$14.00   | \$16.00 | \$29.00 | \$5.00      | \$48.00                      | <b>\$64.00</b> |



| Description | Rate | Description | Rate |
|-------------|------|-------------|------|
|-------------|------|-------------|------|

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

**Notes**

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

## Appendix E

### Project Schedule

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Based on a notice to proceed by Billings date no later than February 28<sup>th</sup> 2025, the completion date for the Engineer's work through final design shall be:

- |                                |   |                                 |
|--------------------------------|---|---------------------------------|
| A. Phase 1 – Conceptual Design |   | June 30, 2025 <sup>[1]</sup>    |
| B. Phase 1 – Final Design      | : | October 31, 2025 <sup>[1]</sup> |

[1] This schedule is subject to shift depending on early coordination with Landowner adjacent to Arnold Drain.

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

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

## **Appendix F**

### **Certificate(s) of Insurance**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                       |                                                                   |                                    |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>IMA, Inc. - Wichita<br>PO Box 2992<br>Wichita KS 67201             | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 316-267-9221 | <b>FAX (A/C, No):</b> 316-266-6254 |
|                                                                                       | <b>E-MAIL ADDRESS:</b>                                            |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                  |                                                                   | <b>NAIC #</b>                      |
| License#: PC-1210733<br>DOWLLC-01                                                     | <b>INSURER A:</b> The Charter Oak Fire Insurance Company          | 25615                              |
| <b>INSURED</b><br>DOWL, LLC<br>222 North 32nd Street, Suite 700<br>Billings, MT 59101 | <b>INSURER B:</b> The Travelers Indemnity Company                 | 25658                              |
|                                                                                       | <b>INSURER C:</b> The Phoenix Insurance Company                   | 25623                              |
|                                                                                       | <b>INSURER D:</b> Travelers Property Casualty Company of America  | 25674                              |
|                                                                                       | <b>INSURER E:</b>                                                 |                                    |
|                                                                                       | <b>INSURER F:</b>                                                 |                                    |


**COVERAGES** **CERTIFICATE NUMBER: 350187707** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                     | ADDL INSD | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | P6305W324780COF24 | 5/1/2024                | 5/1/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                             | Y         | Y        | 8105W3264352443G  | 5/1/2024                | 5/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| D        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                      | Y         | Y        | CUP5W3305772443   | 5/1/2024                | 5/1/2025                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$                                                                                                                                                                                    |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                         | Y/N       | N/A      | UB5W3306692443G   | 5/1/2024                | 5/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                            |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project #: 4062.22042.01; Project Name: Grand Ave Trunk Main & Arnold Drain Detention; Client's Project #: W.O. 25-18.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Excess Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability, Excess Liability and Workers Compensation Coverages include 30 day notice of cancellation, subject to the policy terms and conditions. Excess Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability Policies, subject to the policy terms and conditions.

|                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Billings - Public Works Department<br>2224 Montana Avenue<br>Billings, MO 59101 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## UMBRELLA

2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;  
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

## UMBRELLA

- b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
  - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
  4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

**J. INSPECTIONS AND SURVEYS**

1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

**K. LEGAL ACTION AGAINST US**

1. No person or organization has a right under this insurance:
  - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**L. MAINTENANCE OF UNDERLYING INSURANCE**

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

**M. OTHER INSURANCE**

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

**N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

**O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

**P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
  - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

**S. SEPARATION OF INSUREDS**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB5W3306692443G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

Any Person or Organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE: - -

ST ASSIGN:

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

## UMBRELLA

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

**U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

**SECTION VI – DEFINITIONS****A. With respect to all coverages of this insurance:**

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL EFFECTS</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:



# Umbrella coverage premium summary

**Policy Number: CUP5W3305772443**

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## Underlying schedule

| POLICY NUMBER           | COVERAGE            | COMPANY | LIMIT                                                                                                                                                               |
|-------------------------|---------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>810 - 005W326435</b> | Auto Liability      |         | Policy Limit<br>1,000,000                                                                                                                                           |
| <b>UB - 005W330669</b>  | Employers Liability |         | Policy Limit<br>Each Accident<br>Each Employee<br>1,000,000<br>1,000,000<br>1,000,000                                                                               |
| <b>630 - 5W324780</b>   | Employee Benefits   |         | Each Employee<br>Aggregate<br>1,000,000<br>2,000,000                                                                                                                |
| <b>630 - 5W324780</b>   | General Liability   |         | General Aggregate<br>Products-Completed<br>Ops Aggregate<br>Personal &<br>Advertising Injury<br>Each Occurrence<br>2,000,000<br>2,000,000<br>1,000,000<br>1,000,000 |



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

### **SCHEDULE**

|                                           |                                  |
|-------------------------------------------|----------------------------------|
| <b>CANCELLATION:</b>                      | <b>Number of Days Notice:</b> 60 |
| <b>WHEN WE DO NOT RENEW (Nonrenewal):</b> | <b>Number of Days Notice:</b> 10 |

### **PROVISIONS**

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Terra Insurance Company  
(A Risk Retention Group)  
Two Fifer Avenue, Suite 100  
Corte Madera, CA 94925



**DATE**

01/23/25

**CERTIFICATE OF INSURANCE**

---

**CERTIFICATE HOLDER**

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

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This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

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**TYPE OF INSURANCE** Professional Liability

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**POLICY NUMBER**  
225089

**EFFECTIVE DATE**  
01/01/25

**EXPIRATION DATE**  
12/31/25

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**LIMITS OF LIABILITY** \$2,000,000 EACH CLAIM  
\$2,000,000 ANNUAL AGGREGATE

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**PROJECT DESCRIPTION**

DOWL Project Number: 4062.22042.01  
DOWL Project Name: W.O. 25-18 Grand Ave Trunk Main & Arnold Drain Detention  
Client's Project Number: W.O. 25-18

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**CANCELLATION:** If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

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**NAME AND ADDRESS OF INSURED**

DOWL, LLC operating as DOWL  
DOWL  
15325 SE 30th Place, Suite 300  
Bellevue, WA 98007

**ISSUING COMPANY:**

TERRA INSURANCE COMPANY  
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read 'David Coakley', is written over a horizontal line.

**President**

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Sacajawea Playground Equipment Purchase  
**Presented by:** Brad Wright  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL is seeking City Council consent to purchase new playground equipment for Sacajawea Park from Grondahl Recreation who is an authorized Sourcewell cooperative purchasing agent. Playground equipment cost as proposed by Grondahl Recreation is \$231,267.90. Project will be funded through the approved CIP 2025 budget.

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

Replacement of the Sacajawea Park playground was approved in the CIP2025 budget. Playground replacement is due to failing equipment, age, use, and parts availability. It has exceeded the manufacturer's suggested life expectancy. Through research of park records it appears this playground was installed in the year 2000. Also, replacement parts are becoming harder to obtain due to the age of the playground. The proposed playground was selected through public opinion including canvassing Central Heights elementary as well as Neighborhood Taskforce.

Sourcewell is a national cooperative purchasing organization that helps local governments, schools, and nonprofits streamline procurement by offering competitively solicited contracts for a wide range of products and services. By leveraging collective buying power, Sourcewell enables local governments to save time and money, ensuring compliance with competitive bidding requirements while accessing pre-negotiated pricing and trusted suppliers.

**STAKEHOLDERS**

The City of Billings  
PRPL  
Neighborhood Task Force  
Central Heights Elementary

**ALTERNATIVES**

City Council may:

- Approve the use of CIP 2025 funds to purchase new playground equipment
- Not Approve resulting in the continued decay of the current playground ND Ultimately resulting in the playground being removed due to unsafe conditions.

**FISCAL EFFECTS**

Procurement of the equipment will be through the cooperative purchasing agreement (Sourcewell) with Grondahl Recreation, as the pricing is similar to competitive bid pricing. CIP budget for 2025 allotted \$400,000 to purchase a new playground and have it installed. The current price for the equipment is \$231,267.90. PRPL will be responsible for removing the old playground in preparation for the new one. PRPL does not expect to hire any FTEs. Maintenance costs is expected to decrease in the short term but have a minor increase over time as the playground will begin to need replacement parts.

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**Attachments**

Sourcewell letter  
certificate  
unexecuted contract



December 5, 2024

Re: Playground & Water Play Equipment with Related Accessories and Services

To Whom it May Concern:

The BCI Burke Company's response to Sourcewell's Request for Proposal (RFP) 010521 outlines on the contract Questions 23-25 and 51 that BCI Burke Company permits Grondahl Recreation Inc. to provide services on behalf of BCI Burke Company through the contract they hold with Sourcewell. Grondahl Recreation Inc. is a supplier for BCI Burke Company, they are authorized and incorporated into the contract as indicated in the language of the proposal as an authorized dealer.

Contract documentation linked below:

[BCI Burke Company: Contract 010521-BUR | Sourcewell \(sourcewell-mn.gov\)](#)

Sincerely,

**Heidi Murray** | Supplier Development Specialist

Office: 218-895-4119

Website: [sourcewell-mn.gov](http://sourcewell-mn.gov)





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. “Your work” for the additional insured and included in the “products – completed operations hazard”.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**E.** All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY –  
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies the insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**A. Section II – Covered Autos Liability Coverage, item A.1. Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, or “property damage” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of ongoing operations; or
2. In connection with your premises owned or rented to you.

However, the insurance afforded to such additional insured described above:

1. Only applies to the extent permitted by law;
2. Only applies if the contract or agreement is in effect during the policy period;
3. Only applies if the “bodily injury” or “property damage” occurs after you and such party have executed the contract or agreement; and
4. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to paragraph **C. Limit of Insurance** of **Section II**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**C.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- D.** All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTO ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**Section I – Covered Autos** Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

**B. BLANKET ADDITIONAL INSUREDS**

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

**C. EMPLOYEES AS INSUREDS**

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. EMPLOYEE HIRED AUTOS**

**1. Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

#### F. SUBSIDIARIES AS INSUREDS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING AND LABOR

**Section III – Physical Damage Coverage, A.2. Towing And Labor** is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

#### L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **N. AUTO LOAN/LEASE GAP COVERAGE**

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
  - a. Overdue or any deferred lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

#### **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

#### **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

#### **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### **R. RENTAL REIMBURSEMENT EXPENSES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

**Coverage Extension** included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

#### **S. VEHICLE WRAPS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

#### **T. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **U. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### **V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

#### **W. FULL GLASS COVERAGE**

**Section III – Physical Damage Coverage, D. Deductible** is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

#### **X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM**

**Section III – Physical Damage D. Deductible** is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

#### **Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### **Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

#### **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

**Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**AC. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AD. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with the person or organization and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION –  
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A. The following is added to Section III – Limits of Insurance:**

We will not pay more on behalf of the additional insured than the lesser of:

1. The Limits of Insurance required in a written contract on a non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the “underlying insurance”; or
2. The Limits of Insurance available after the payment of “ultimate net loss” on any insured’s behalf from any claim or “suit”.

This provision is included within and does not act to increase the Limit of Insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the “underlying insurance” listed in the “Schedule of Underlying Coverages”.

**B. Paragraph 5. of Section IV – Conditions is replaced by the following:**

**5. Other Insurance**

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
  - (1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.
  - (2) The insurance provided under this Coverage Part is primary to and will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such other insurance;

(b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the “ultimate net loss” that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.



# WSI

North Dakota Workforce  
Safety & Insurance

Bryan Klipfel  
Director

Grondahl Recreation Inc  
1202 18th St W  
Williston ND 58801-3803

April 9, 2019

**Account  
Information**

Employer account number: 1503929

**Reason  
For Notice**

Workforce Safety & Insurance (WSI) has received your application for workers' compensation insurance. Per your conversation with WSI, you indicated that Grondahl Recreation Inc has not hired employees and the business owners/officers do not want coverage. Therefore, WSI will not process the application.

**Action You  
May Take**

If you need workers' compensation insurance coverage in the future, submit the Application for Insurance (P1) form prior to hiring employees. You may complete the application at [www.workforcesafety.com](http://www.workforcesafety.com).

**For More  
Information**

Contact me at 800-440-3796, ext 3751 or 701-328-3751 with questions.

Sincerely,

Andrea N.  
Underwriter

PL351



## SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **Grondahl Recreation Inc.**, of 1202 18<sup>th</sup> Street West, Williston ND 58801 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE:** **CITY** agrees to hire **CONTRACTOR** as an independent contractor for Sacajawea Park Playground Replacement, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on June 1st, 2025. The parties may extend this **AGREEMENT**, by mutual concurrence, for 30 in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT:** **CITY** agrees to pay **CONTRACTOR** Two Hundred Thirty-One Thousand, Two Hundred Sixty Seven Dollars and Ninety Cents (\$ 231,267.90) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses

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

The **CITY** SHALL:

- D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

#### **8. INSURANCE:**

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

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

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

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

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

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

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

9. **WARRANTY:** **CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".
10. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.
11. **CONTRACTORS' GROSS RECEIPTS TAX:** **CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more.
12. **NONDISCRIMINATION:**
  - A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964,

the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

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

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

- D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.
- F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
13. **DEFAULT AND TERMINATION:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
- If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.
14. **LIAISON:** **CITY's** designated liaison for this **AGREEMENT** is Cole McQuillan and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Larry Grondahl.
15. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
16. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable



provision that comes as close as possible to expressing the intention of the stricken provision.

- 17. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.
- 18. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

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

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**BUSINESS NAME (CONTRACTOR)**

\_\_\_\_\_  
**WILLIAM A. COLE,  
MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

By \_\_\_\_\_

\_\_\_\_\_  
**PRINT TITLE**



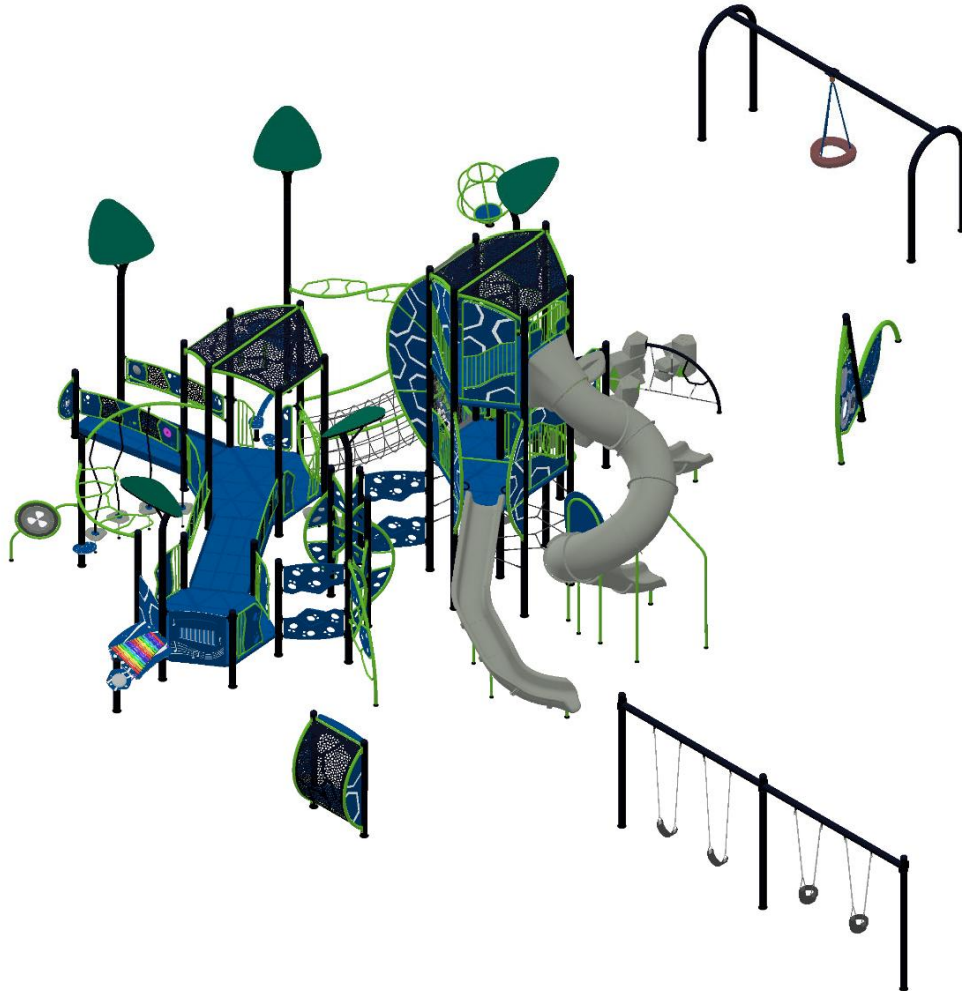
**CITY ATTORNEY'S OFFICE**

**ATTEST:**

**\_\_\_\_\_**  
**DENISE BOHLMAN, CITY CLERK**



## EXHIBIT A



Grondahl Recreation

1202 W. 18th Street W | Williston, ND 58801 | 701-770-7897

Proposal 138-191075-1 | 9/19/2024

September 19, 2024

JOHN GAYVERT  
BILLINGS PARKS AND RECREATION  
4850 Midland Rd  
Billings, MT 59101

Dear JOHN GAYVERT:

Grondahl Recreation is delighted to provide BILLINGS PARKS AND RECREATION with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Grondahl Recreation is confident that this proposal will satisfy BILLINGS PARKS AND RECREATION's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with BILLINGS PARKS AND RECREATION. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

**Larry Grondahl**  
*Sales Representative*

Grondahl Recreation  
1202 W. 18th Street W  
Williston, ND 58801

[www.bciburke.com](http://www.bciburke.com)

Phone: 701-770-7897  
Fax: -  
[grondahl@dia.net](mailto:grondahl@dia.net)

# COOPERATIVE PURCHASING OPTIONS

## PLAYGROUND; WITHOUT ALL THE PAPERWORK"

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops - it can be simplified -we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

## EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

## GOV.M.T

GOV.M.T is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOV.M.T's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

## BCI;A

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

## OMNIA PARTNER;

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

## SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit [bciburke.com/rep](http://bciburke.com/rep). Our passion is bringing play to communities like yours and we can't wait to help you get started!



## DESIGN SUMMARY

Grondahl Recreation is very pleased to present this Proposal for consideration for the SACAJAWEA PARK PLAYGROUND located in Billings. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of BILLINGS PARKS AND RECREATION. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: SACAJAWEA PARK PLAYGROUND
- Project Number: 138-191075-1
- User Capacity: 230
- Age Groups: 5 to 12
- Dimensions: 82' 11"x79' 6"
- Designer Name: Margaret Dechant

Grondahl Recreation has developed a custom playground configuration based on the requirements as they have been presented for the SACAJAWEA PARK PLAYGROUND playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 138-191075-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

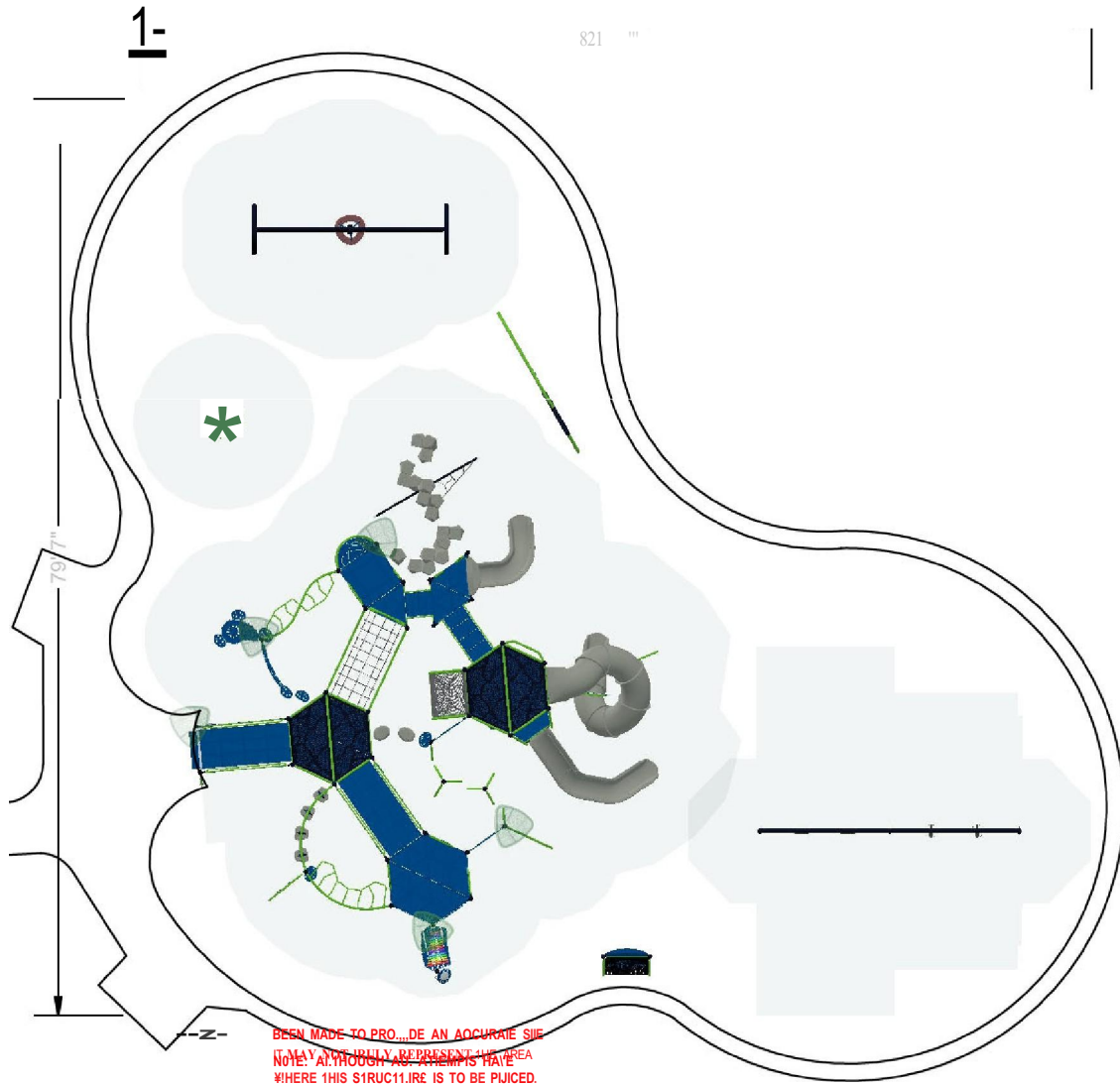
We invite you to review this proposal for the SACAJAWEA PARK PLAYGROUND playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

**SITE PLAN VIEW**

**OVERALL BOUNDING OF USE ZONES**  
 Area: 6592.8 sq.ft.  
 Perimeter: 324.9 ft.  
**STRUCTURE SIZE 7"x82' 11"**  
**POST SIZE(S)!**

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.



**PLAYGROUND ACCESSIBILITY (Provided/Required)**

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|--------------|-----------------|----------------------------|------------------------|---------------|------------------------|
| 55           | 23 / 12         | 7 / 6                      | 8 / 6                  | 22 / 8        | 9 / 4                  |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

**SITE PLAN VIEW**

**OVERALL BOUNDING OF USE ZONES**

Area: 6592.8 sq.ft.  
 Perimeter: 324.9 ft.  
**STRUCTURE SIZE 7"x82' 11"**  
**POST SIZE(S)!**

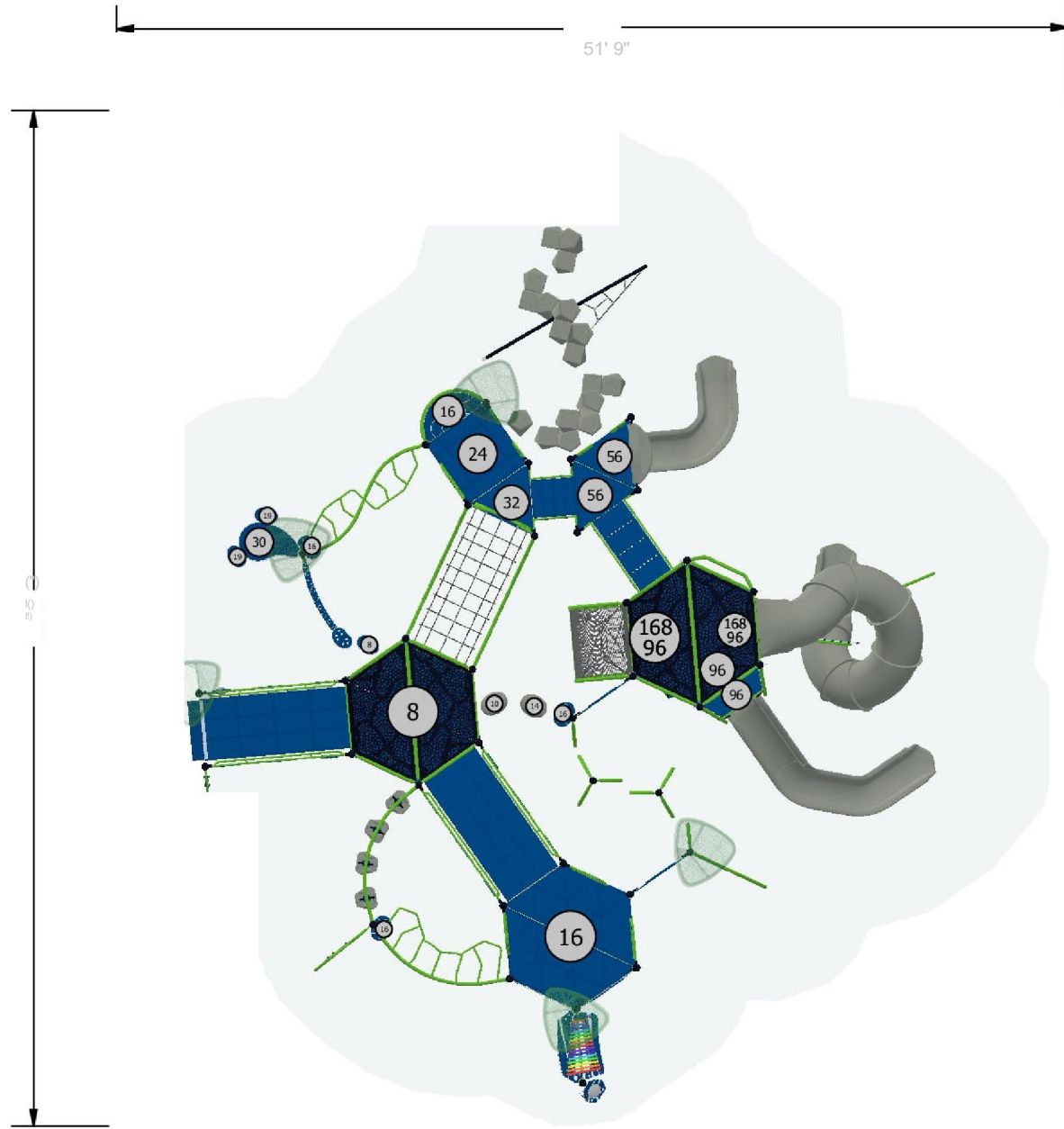
The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

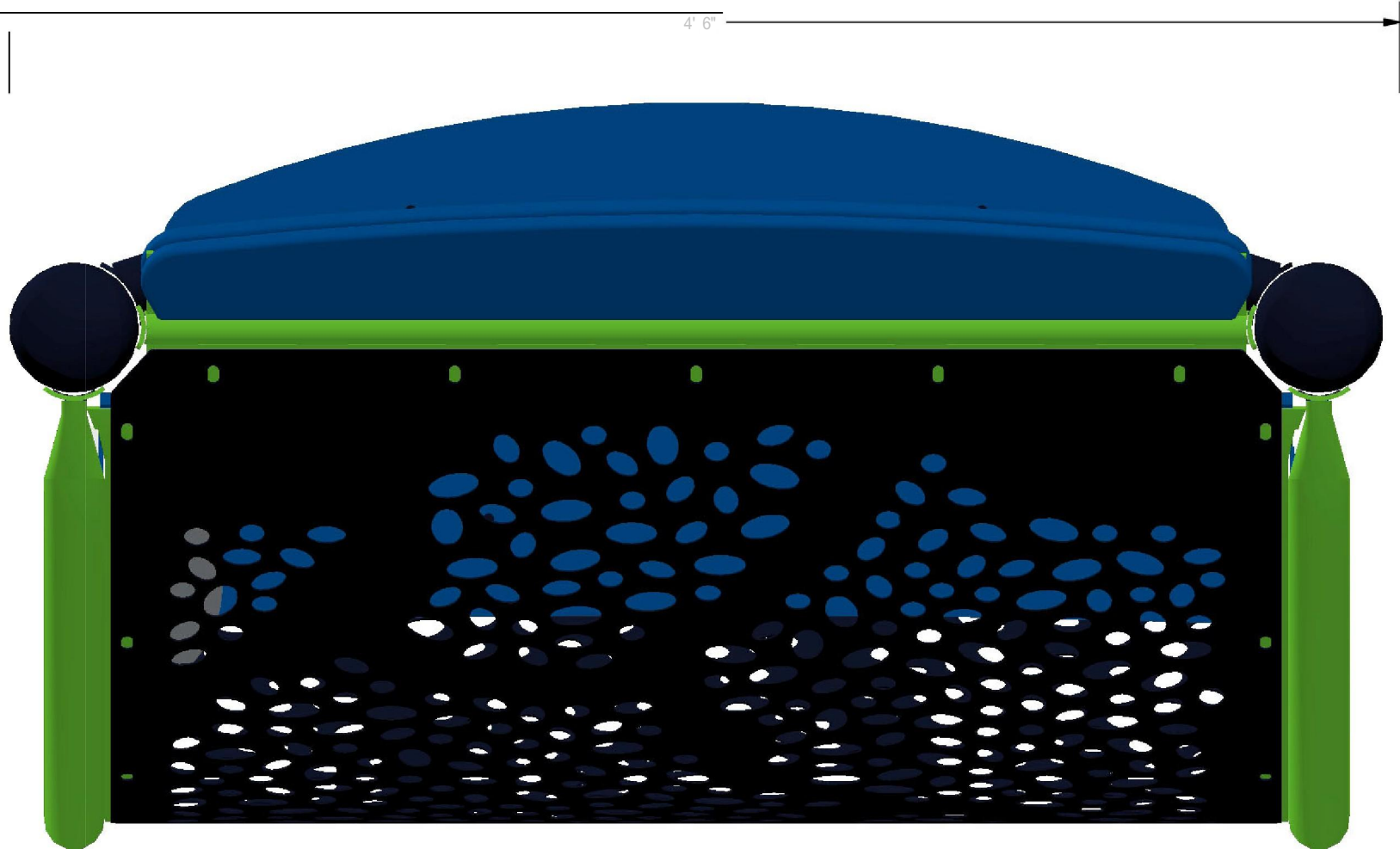
**PLAYGROUND ACCESSIBILITY (Provided/Required)**

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|--------------|-----------------|----------------------------|------------------------|---------------|------------------------|
| 55           | 23 / 12         | 7 / 6                      | 8 / 6                  | 22 / 8        | 9 / 4                  |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.





**SERIES**

**Nucleus**

**SITE PLAN VIEW**

**GROUP:**  
Serenity Sp

**SACAJAWAW PARK PLAYGROUND**

09/19/2024

09/19/2024



09/19/2024  
Designer: Margaret

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, W. 54936-0549 | 920.921.9220 | BCI@BURKE.COM

**OVERALL BOUNDING OF USE ZONES**

Area: 6592.8 sq.ft.  
Perimeter: 324.9 ft.  
**STRUCTURE SIZE** 7"x82' 11"  
**POST SIZE(S)!**

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

**PLAYGROUND ACCESSIBILITY (Provided/Required)**

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|--------------|-----------------|----------------------------|------------------------|---------------|------------------------|
| 55           | 23 / 12         | 7 / 6                      | 8 / 6                  | 22 / 8        | 9 / 4                  |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

**Burke Basics**

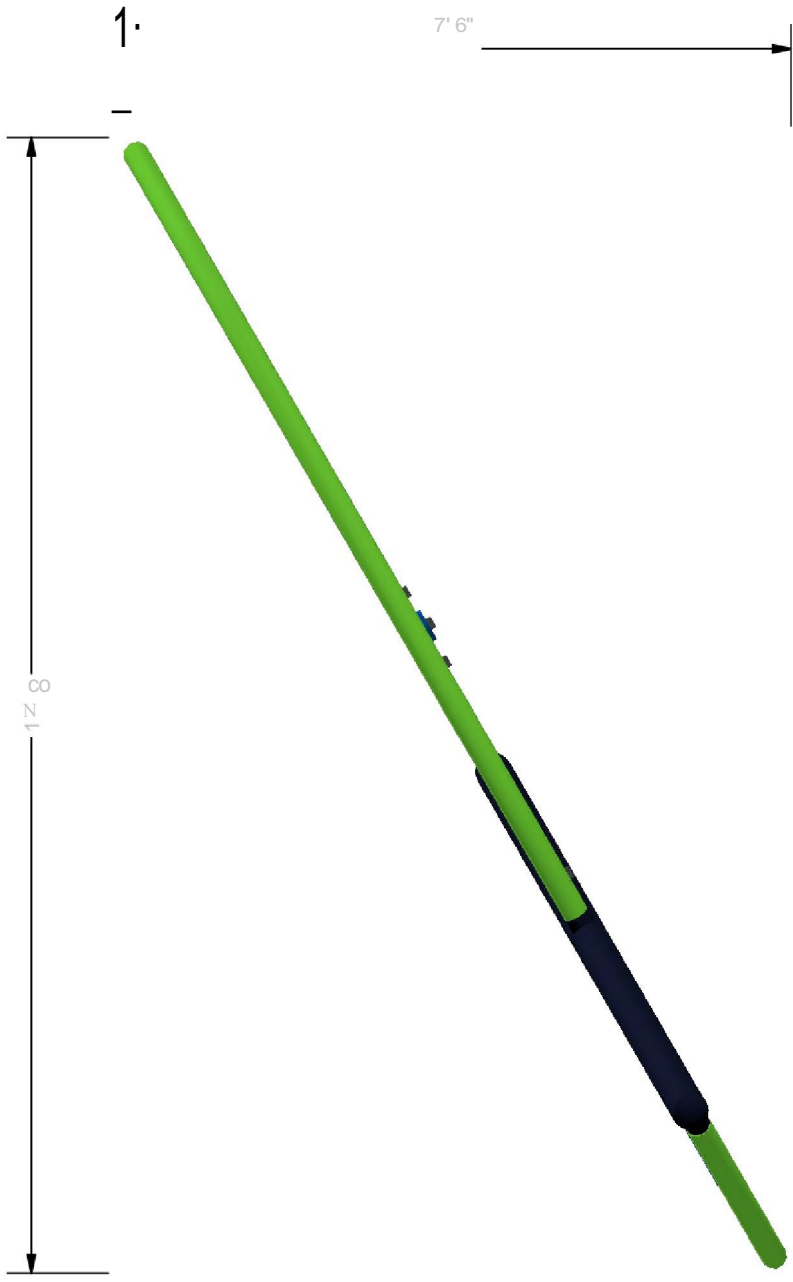
**SACAJAY PARK PLAYGROUND**

09/19/2024

Designer: Margaret

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI, 54936-0549 | 920.921.9220 | BCI@BURKE.COM

**SITE PLAN VIEW**



**OVERALL BOUNDING OF USE ZONES**  
 Area: 6592.8 sq.ft.  
 Perimeter: 324.9 ft.  
**STRUCTURE SIZH 7"x82' 11"**  
**POST SIZE(S)!**

"The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

| PLAYGROUND ACCESSIBILITY (Provided/Required) |                 |                            |                        |               |                        |
|----------------------------------------------|-----------------|----------------------------|------------------------|---------------|------------------------|
| TOTAL EVENTS                                 | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
| 55                                           | 23 / 12         | 7 / 6                      | 8 / 6                  | 22 / 8        | 9 / 4                  |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

**SERIES** Burke Basics

**GROUP:** Freestanding

**SACAVAV**

**PARK PLAYGROUND**

**SITE PLAN VIEW**

09/19/2024

Designer: Margaret

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM



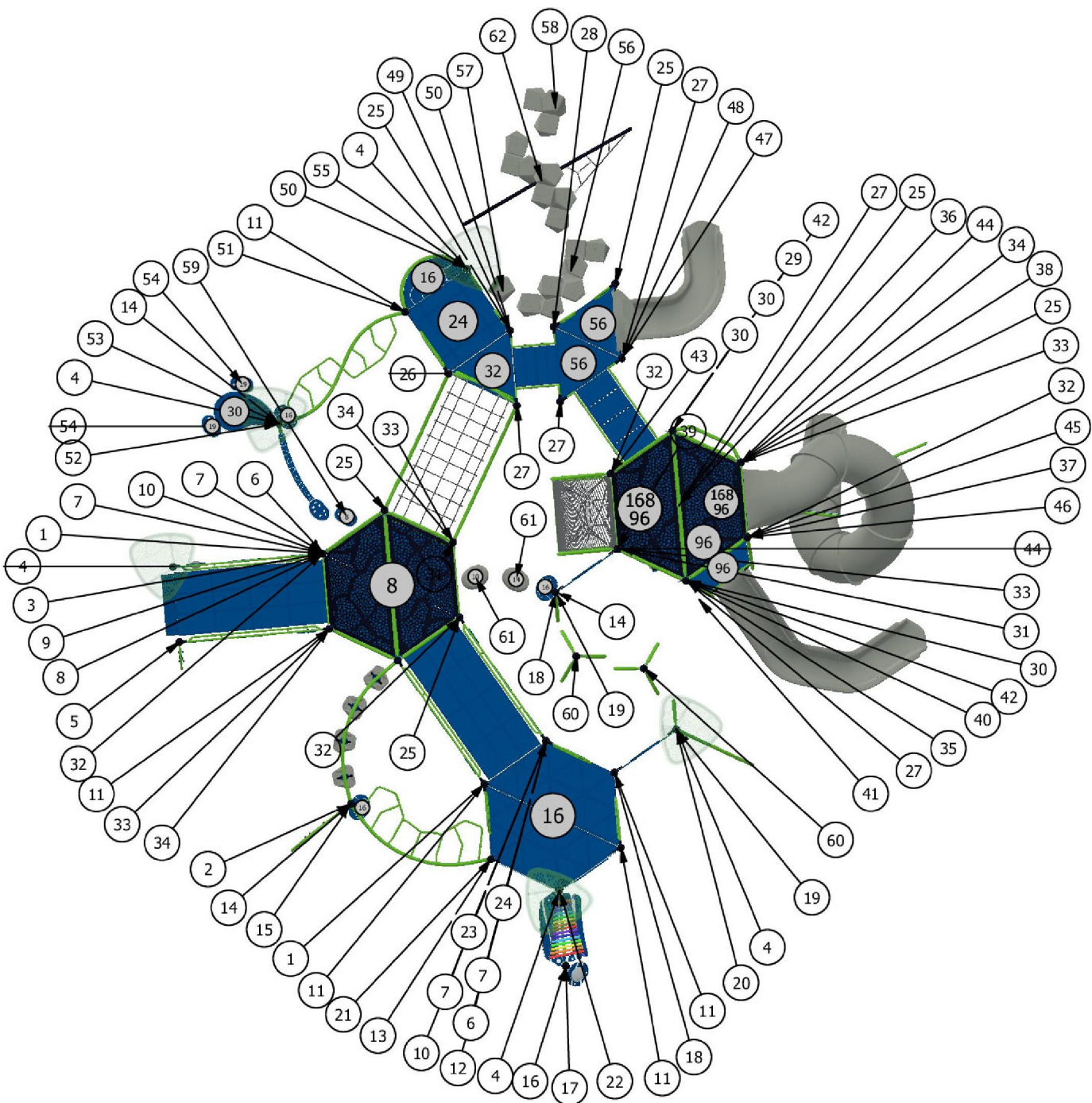
**OVERALL BOUNDING OF USE ZONES** "The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 6592.8 sq.ft.  
Perimeter: 324.9 ft.

**STRUCTURE SIZE 7"x82' 11"**  
**POST SIZE(S)!**

| PLAYGROUND ACCESSIBILITY (Provided/Required) |                 |                            |                        |               |                        |
|----------------------------------------------|-----------------|----------------------------|------------------------|---------------|------------------------|
| TOTAL EVENTS                                 | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
| 55                                           | 23 / 12         | 7 / 6                      | 8 / 6                  | 22 / 8        | 9 / 4                  |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.



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0.11 X  
0.11 Y  
0.11 Z

| ITEM | COMP.    | DESCRIPTION                                | ITEM | COMP.    | DESCRIPTION         |
|------|----------|--------------------------------------------|------|----------|---------------------|
| 1    | 270-0131 | HEXAGONAL PLATFORM SSP                     | 54   | 580-1355 | LIL NOVO BEAN BENCH |
| 2    | 370-0223 | PURSUIT CLIMBER 16" -40"                   | 55   | 470-0075 | CRESCENT PLATFORM   |
| 3    | 270-0125 | SENSORY RAIL 8" RISE ENTRANCE RAMP         | 56   | 560-2710 | EKO ARCH            |
| 4    | 470-0760 | SOLIS HUE POST TOPPER                      | 57   | 560-2705 | EKO SOLO            |
| 5    | 570-2707 | RAIN CRESCENT PANEL                        | 58   | 560-2708 | EKO TRI             |
| 6    | 570-0104 | SENSORY RAIL TOP PANEL                     | 59   | 580-1364 | LIL NOVO BEAN STEP  |
| 7    | 570-0105 | SENSORY RAIL MIDDLE PANEL                  | 60   | 370-0851 | VERTO CUMBER 3 FS   |
| 8    | 570-0113 | MIRROR SENSORY EVENT, LOWER                | 61   | 560-0052 | FLYLOW STEP POD     |
| 9    | 570-0114 | HYPNO SENSORY EVENT, TOP                   | 62   | 560-2714 | EKO PROP            |
| 10   | 570-0106 | SENSORY RAIL LOWER PANEL                   |      |          |                     |
| 11   | 270-0122 | EVOLUTION OFFSET ENCLOSURE                 |      |          |                     |
| 12   | 270-0124 | SENSORY RAIL 8" RISE RAMP                  |      |          |                     |
| 13   | 370-1676 | STRAIGHT HORIZONTAL LADDER, NUCLEUS        |      |          |                     |
| 14   | 370-1608 | OVISTEP LAUNCH PAD                         |      |          |                     |
| 15   | 570-0814 | PROPEUER RING PANEL                        |      |          |                     |
| 16   | 570-0411 | PLAYENSEMBLE SUPINE CHIMES HUE             |      |          |                     |
| 17   | 570-2732 | PLAYENSEMBLE BABEL DRUM                    |      |          |                     |
| 18   | 370-0873 | CLIMB CROSS                                |      |          |                     |
| 19   | 370-0854 | VERTO CLIMBER 1                            |      |          |                     |
| 20   | 370-0287 | TOPO CLIMBER                               |      |          |                     |
| 21   | 570-1858 | 3-IN-A-ROW PANEL, ABOVE PLATFORM           |      |          |                     |
| 22   | 570-1851 | CHIMES PANEL                               |      |          |                     |
| 23   | 570-0128 | GRASS SENSORY EVENT, LOWER                 |      |          |                     |
| 24   | 570-0107 | CHROMA SENSORY EVENT, TOP                  |      |          |                     |
| 25   | 270-0120 | EVOLUTION UNITARY ENCLOSURE                |      |          |                     |
| 26   | 370-0193 | ROPE TUNNEL SPIRIT                         |      |          |                     |
| 27   | 270-0129 | TRIANGLE PLATFORM                          |      |          |                     |
| 28   | 370-0039 | EVOLUTION 24" TRANSITION STAIR W/ BARRIERS |      |          |                     |
| 29   | 370-0041 | EVOLUTION 40" TRANSITION STAIR W/ BARRIERS |      |          |                     |
| 30   | 270-0132 | HALF HEXAGON PLATFORM                      |      |          |                     |
| 31   | 470-0014 | EVOLUTION HEX ROOF                         |      |          |                     |
| 32   | 470-0008 | EVOLUTION SIDE ROOF SUPPORT, LEFT          |      |          |                     |
| 33   | 470-0009 | EVOLUTION SIDE ROOF SUPPORT, RIGHT         |      |          |                     |
| 34   | 470-0006 | EVOLUTION BOTTOM ROOF SUPPORT, SINGLE      |      |          |                     |
| 35   | 370-1705 | NUCLEUS CORE CLIMBER, 8'                   |      |          |                     |
| 36   | 370-1703 | NUCLEUS CORE CROSS SUPPORT                 |      |          |                     |
| 37   | 570-1545 | EVOLUTION 6' OPENING BARRIER               |      |          |                     |
| 38   | 470-0811 | EVOLUTION ROOF END PLATE                   |      |          |                     |
| 39   | 570-0130 | EVOLUTION BARRIER W/ KALEIDOSCOPE          |      |          |                     |
| 40   | 470-0876 | CORE SLIDE ARCH, VIPER                     |      |          |                     |
| 41   | 470-0956 | EN VIPER L2 96 W/O HOOD                    |      |          |                     |
| 42   | 570-1557 | EVOLUTION TALL CURVED TOP BARRIER, LEFT    |      |          |                     |
| 43   | 370-1649 | EVOLUTION, DECK TO ROOF CLIMBER            |      |          |                     |
| 44   | 570-1558 | EVOLUTION TALL CURVED TOP BARRIER, RIGHT   |      |          |                     |
| 45   | 470-0118 | COBRA SLIDE SPIRAL RIGHT 168"              |      |          |                     |
| 46   | 570-2714 | EVOLUTION 2.5' OPENING BARRIER             |      |          |                     |
| 47   | 470-0820 | VIPER LZ 48-56 W/O HOOD                    |      |          |                     |
| 48   | 470-0805 | SLIDE HOOD, HIGH SIDE WALL                 |      |          |                     |
| 49   | 270-0130 | SQUARE PLATFORM                            |      |          |                     |
| 50   | 270-0009 | 8" CLOSURE PLATE, ELLIPSE                  |      |          |                     |
| 51   | 370-1683 | S HORIZONTAL LADDER, NUCLEUS               |      |          |                     |
| 52   | 370-1720 | LIL NOVO BALANCE BEAM LINK                 |      |          |                     |
| 53   | 580-1370 | NUCLEUS LIL NOVO BEAN TABLE                |      |          |                     |

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PO BOX 543

COND DU LAC, WI 54933

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BCI BURKE COMPANY, LLC

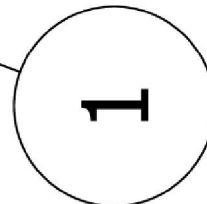
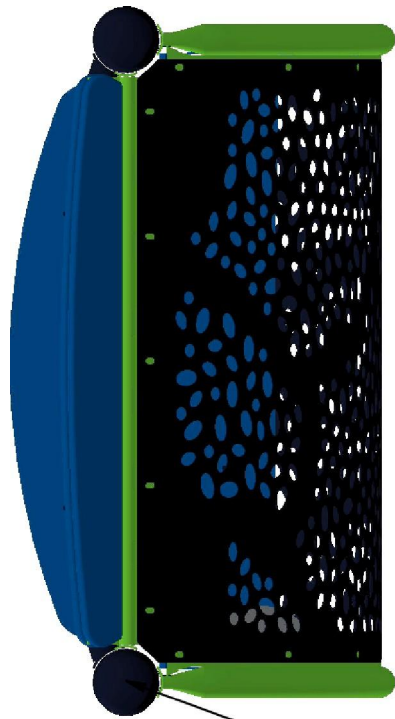
PO BOX 543

COND DU LAC, WI 54933

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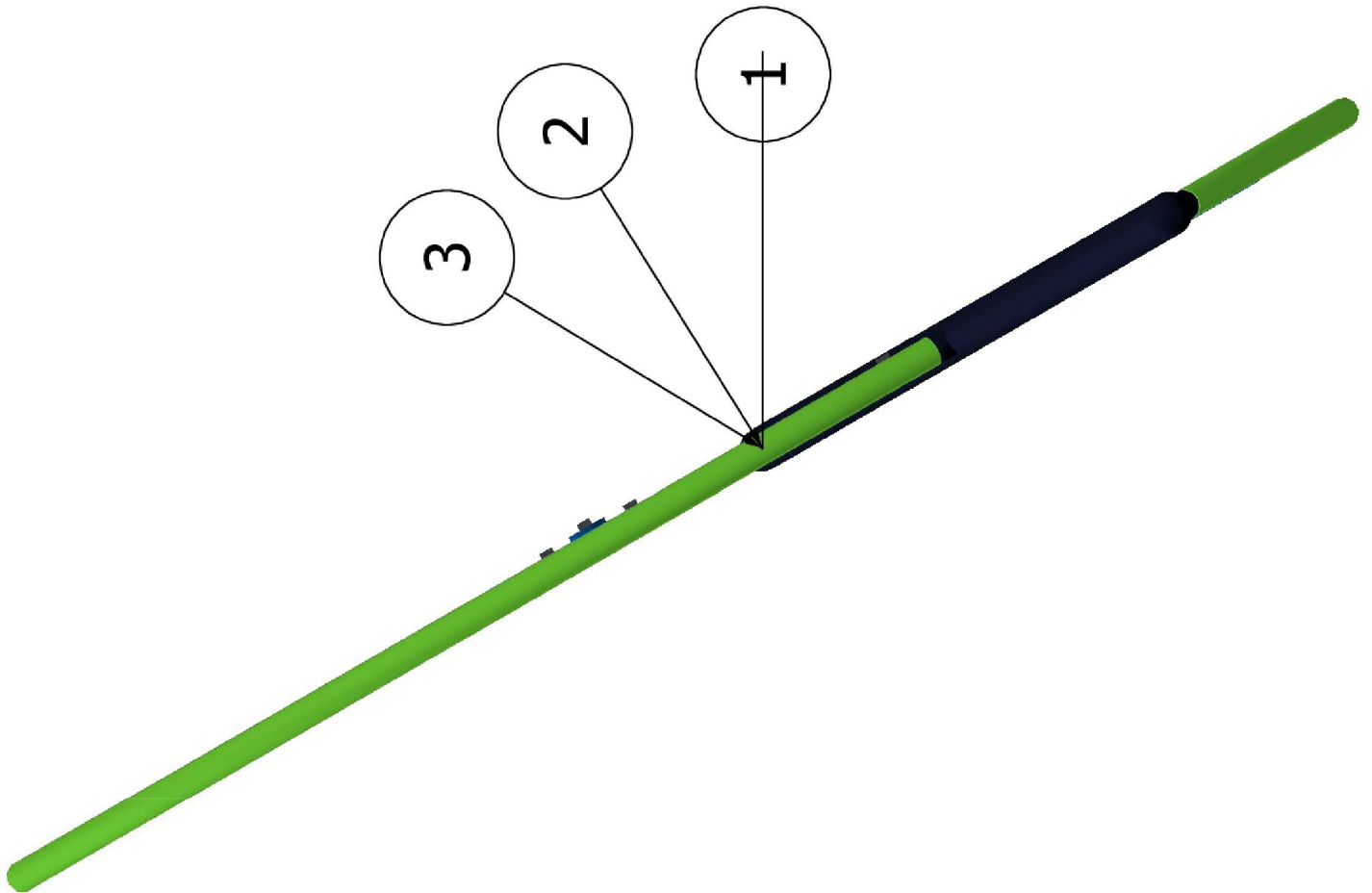


|      |          |
|------|----------|
| ITEM | COMP.    |
| 1    | 470-0971 |



|                                      |                                                                                 |
|--------------------------------------|---------------------------------------------------------------------------------|
| <b>SERIES</b> Nucleus                | <b>COMPONENT VIEW</b>                                                           |
| <b>GROUP:</b><br>Serenity Spot       | SACAJAWEA PARK PLAYGROUND<br>Billings, MT 59101                                 |
| <b>DESIGNED FOR AGES:</b><br>5 to 12 | 09/19/2024<br>Grondahl Recreation<br>138-191075-1<br>Designer: Margaret Dechant |

|   |           |   |
|---|-----------|---|
| 1 | STEM PLAY | 1 |
| 2 | STEM PLAY | 2 |
| 3 | STEM PLAY | 3 |



|                                      |                                                                                        |
|--------------------------------------|----------------------------------------------------------------------------------------|
| <b>SERIES</b> Burke Basics           | <b>COMPONENT VIEW</b>                                                                  |
| <b>GROUP:</b><br>StemPlay            | SACAJAWEA PARK PLAYGROUND<br>Billings, MT 59101                                        |
| <b>DESIGNED FOR AGES:</b><br>5 to 12 | 09/19/2024<br><b>Grondahl Recreation</b><br>138-191075-1<br>Designer: Margaret Dechant |

| ITEM | COMP.    | DESCRIPTION                         |
|------|----------|-------------------------------------|
| 1    | 550-0201 | SINGLE POST SWING ASSEMBLY 5" OD    |
| 2    | 550-0202 | SINGLE POST SWING ADD-ON 5" OD      |
| 3    | 550-0099 | TOT SEAT, 7' & 8' SINGLE, STD CHAIN |
| 4    | 550-0111 | BELT SEAT, 8' SINGLE, STD CHAIN     |
| 5    | 550-0137 | 5" OD ARCH TIRE SWING               |
| 6    | 560-2586 | COMET I                             |



**SERIES** Burke Basics

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**COMPONENT VIEW**



|                                                                       |                                                                                                               |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>SERIES</b> Nucleus   Intensity   Burke Basics                      | <b>ELEVATION VIEW</b>                                                                                         |
| <b>GROUP:</b><br>Structure   Serenity Spot   Stem Play   Freestanding | <b>SACAJAWEA PARK PLAYGROUND</b><br>Billings, MT 59101                                                        |
| <b>DESIGNED FOR AGES:</b><br>5 to 12                                  | <p>09/19/2024</p> <p><b>Grondahl Recreation</b><br/><b>138-191075-1</b></p> <p>Designer: Margaret Dechant</p> |



**SERIES** Nucleus | Intensity | Burke Basics **ELEVATION VIEW**

**SACAJAWEA PARK PLAYGROUND**  
Billings, MT 59101

09/19/2024

**DESIGNED FOR AGES:**  
5 to 12

**Grondahl Recreation**  
**138-191075-1**

**Burke**  
PLAY THAT MOVES YOU

Designer: Margaret Dechant

Structure

**SERIES** Nucleus | Intensity | Burke Basics

**ELEVATION VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

**Grondahl Recreation**

**138-191075-1**

Designer: Margaret Dechant

**DESIGNED FOR AGES:**  
5 to 12

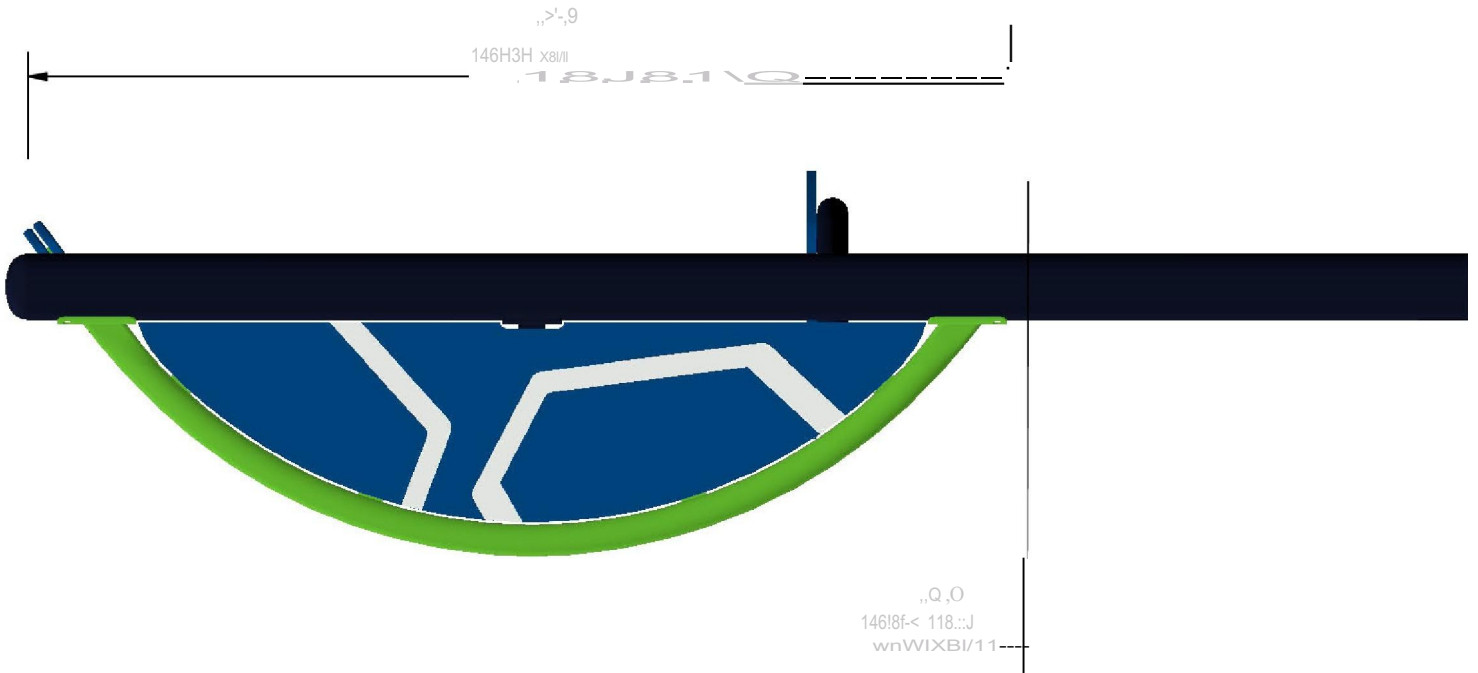
**Burke**  
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC

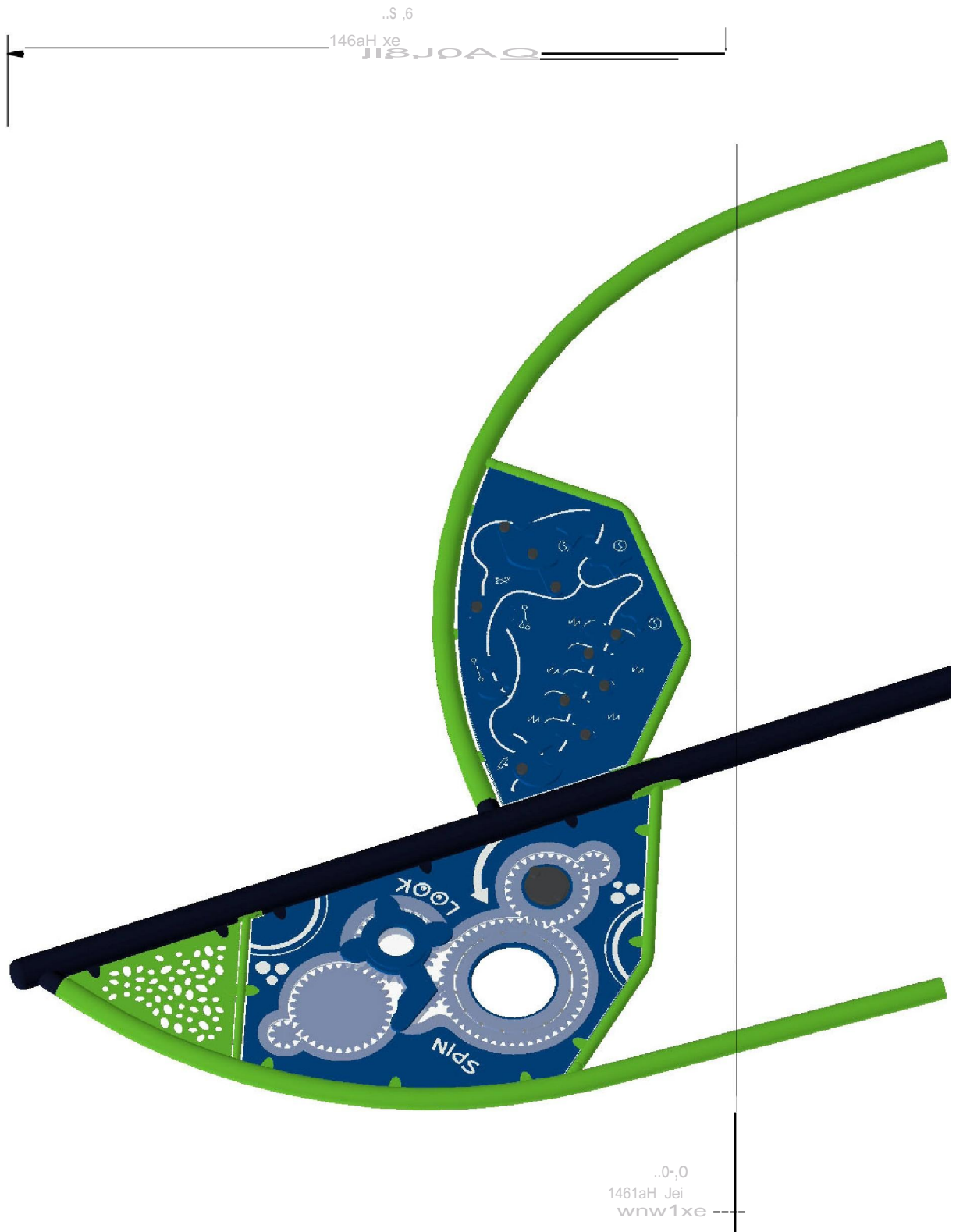
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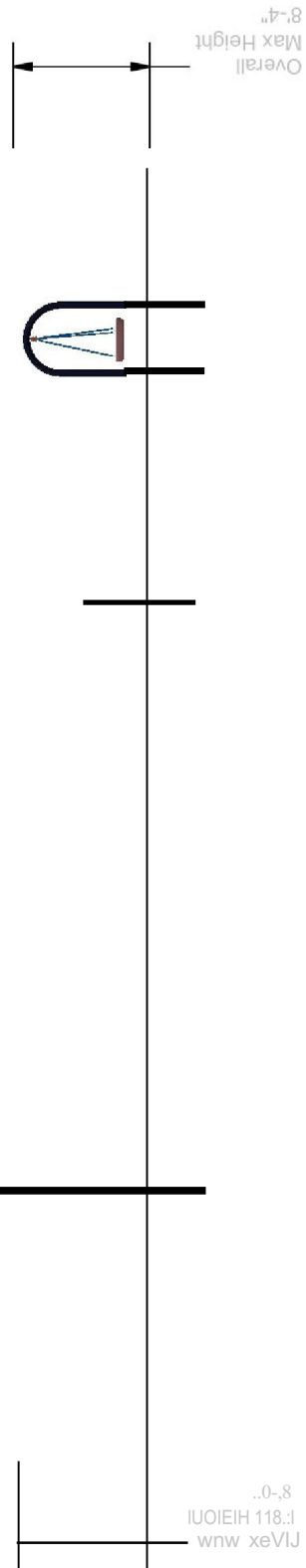


| SERIES Nucleus                       | SACAJAWEA PARK PLAYGROUND           | ELEVATION VIEW                                                                  |
|--------------------------------------|-------------------------------------|---------------------------------------------------------------------------------|
| <b>GROUP:</b><br>Serenity Spot       | Billings, MT 59101                  | 09/19/2024                                                                      |
| <b>DESIGNED FOR AGES:</b><br>5 to 12 | <b>Burke</b><br>PLAY THAT MOVES YOU | <b>Grondahl Recreation</b><br><b>138-191075-1</b><br>Designer: Margaret Dechant |



**SERIES** Burke Basics **ELEVATION VIEW**

|                                                                                |                                                                                                                                                                  |                                                                                                               |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <p><b>GROUP:</b><br/>StemPlay</p> <p><b>DESIGNED FOR AGES:</b><br/>5 to 12</p> | <p><b>SACAJAWEA PARK PLAYGROUND</b><br/>Billings, MT 59101</p> <p style="font-size: 2em; font-weight: bold; color: purple;">Burke</p> <p>PLAY THAT MOVES YOU</p> | <p>09/19/2024</p> <p><b>Grondahl Recreation</b><br/><b>138-191075-1</b></p> <p>Designer: Margaret Dechant</p> |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|



**SERIES** Burke Basics **ELEVATION VIEW**

|                                              |                                                                |                                                                                          |
|----------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <p><b>GROUP:</b><br/>Freestanding</p>        | <p><b>SACAJAWEA PARK PLAYGROUND</b><br/>Billings, MT 59101</p> | <p>09/19/2024</p>                                                                        |
| <p><b>DESIGNED FOR AGES:</b><br/>5 to 12</p> | <p><b>Burke</b><br/>PLAY THAT MOVES YOU</p>                    | <p><b>Grondahl Recreation</b><br/><b>138-191075-1</b><br/>Designer: Margaret Dechant</p> |





**SERIES** Nucleus | Intensity | Burke Basics **ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**  
Billings, MT 59101

09/19/2024

**DESIGNED FOR AGES:**  
5 to 12

**Grondahl Recreation**  
**138-191075-1**

**Burke**  
PLAY THAT MOVES YOU

Designer: Margaret Dechant

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Structure

**SERIES** Nucleus | Intensity | Burke Basics

**ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

**Grondahl Recreation**

**138-191075-1**

Designer: Margaret Dechant

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU



**SERIES** Nucleus | Intensity | Burke Basics

**ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

**Grondahl Recreation**

**138-191075-1**

Designer: Margaret Dechant

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU

Serenity Spot

**SERIES** Nucleus | Intensity | Burke Basics

**ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

**Grondahl Recreation**

**138-191075-1**

Designer: Margaret Dechant

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU



**SERIES** Nucleus | Intensity | Burke Basics **ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

**Grondahl Recreation**

**138-191075-1**

Designer: Margaret Dechant

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU

StemPlay

**SERIES** Nucleus | Intensity | Burke Basics

**ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

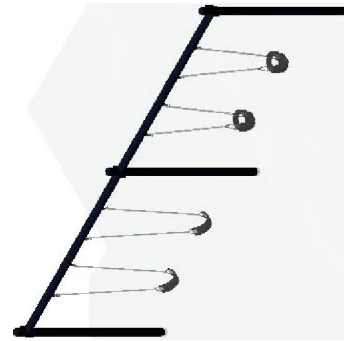
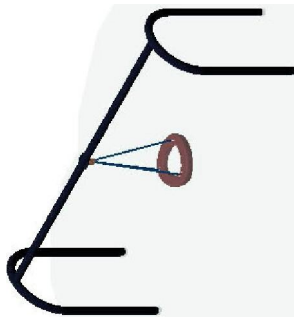
**Grondahl Recreation**

**138-191075-1**

Designer: Margaret Dechant

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU



Freestanding

**SERIES** Nucleus | Intensity | Burke Basics

**ISOMETRIC VIEW**

**SACAJAWEA PARK PLAYGROUND**

Billings, MT 59101

09/19/2024

**Grondahl Recreation**

**138-191075-1**

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU

Designer: Margaret Dechant

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org).



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

| Component No.    | Description                      | Qty | User Cap | Ext. User Cap | Weight | Ext. Weight |
|------------------|----------------------------------|-----|----------|---------------|--------|-------------|
| <b>Structure</b> |                                  |     |          |               |        |             |
| <b>Nucleus</b>   |                                  |     |          |               |        |             |
| 072-0500-108C    | 5" OD X 108" CAPPED POST         | 2   | 0        | 0             | 57     | 114         |
| 072-0500-112C    | 5" OD X 112" CAPPED POST         | 1   | 0        | 0             | 59     | 59          |
| 072-0500-120C    | 5" OD X 120" CAPPED POST         | 2   | 0        | 0             | 63     | 126         |
| 072-0500-124C    | 5" OD X 124" CAPPED POST         | 2   | 0        | 0             | 65     | 130         |
| 072-0500-132C    | 5" OD X 132" CAPPED POST         | 2   | 0        | 0             | 69     | 138         |
| 072-0500-136C    | 5" OD X 136" CAPPED POST         | 3   | 0        | 0             | 71     | 213         |
| 072-0500-148C    | 5" OD X 148" CAPPED POST         | 2   | 0        | 0             | 78     | 156         |
| 072-0500-152C    | 5" OD X 152" CAPPED POST         | 4   | 0        | 0             | 80     | 320         |
| 072-0500-164C    | 5" OD X 164" CAPPED POST         | 2   | 0        | 0             | 86     | 172         |
| 072-0500-72C     | 5" OD X 72" CAPPED POST          | 1   | 0        | 0             | 38     | 38          |
| 072-0500-84C     | 5" OD X 84" CAPPED POST          | 1   | 0        | 0             | 44     | 44          |
| 072-0500-92C     | 5" OD X 92" CAPPED POST          | 3   | 0        | 0             | 48     | 144         |
| 072-0502-128S    | 5" OD X 128" SWAGED POST         | 1   | 0        | 0             | 67     | 67          |
| 072-0502-148S    | 5" OD X 148" SWAGED POST         | 1   | 0        | 0             | 78     | 78          |
| 072-0502-172S    | 5" OD X 172" SWAGED POST         | 1   | 0        | 0             | 90     | 90          |
| 072-0502-192S    | 5" OD X 192" SWAGED POST         | 1   | 0        | 0             | 101    | 101         |
| 072-0502-196S    | 5" OD X 196" SWAGED POST         | 4   | 0        | 0             | 103    | 412         |
| 072-0502-220S    | 5" OD X 220" SWAGED POST         | 4   | 0        | 0             | 115    | 460         |
| 072-0504-10B     | 5" OD X 10" STUBBY POST          | 1   | 0        | 0             | 6      | 6           |
| 072-5503-68T     | 5" OD X 68" TOP ALUMINUM CAPP... | 2   | 0        | 0             | 14     | 28          |
| 072-5503-80T     | 5" OD X 80" TOP ALUMINUM CAPP... | 2   | 0        | 0             | 16     | 32          |
| 072-5503-88T     | 5" OD X 88" TOP ALUMINUM CAPP... | 2   | 0        | 0             | 18     | 36          |
| 270-0009         | 8" CLOSURE PLATE, ELLIPSE        | 2   | 0        | 0             | 8      | 16          |
| 270-0120         | EVOLUTION UNITARY ENCLOSURE      | 6   | 0        | 0             | 34     | 204         |
| 270-0122         | EVOLUTION OFFSET ENCLOSURE       | 5   | 0        | 0             | 34     | 170         |
| 270-0124         | SENSORY RAIL 8" RISE RAMP        | 1   | 21       | 21            | 406    | 406         |
| 270-0125         | SENSORY RAIL 8" RISE ENTRANCE... | 1   | 0        | 0             | 440    | 440         |
| 270-0129         | TRIANGLE PLATFORM                | 5   | 2        | 10            | 48     | 240         |
| 270-0130         | SQUARE PLATFORM                  | 1   | 6        | 6             | 106    | 106         |
| 270-0131         | HEXAGONAL PLATFORM S5P           | 2   | 12       | 24            | 287    | 574         |
| 270-0132         | HALF HEXAGON PLATFORM            | 3   | 6        | 18            | 144    | 432         |
| 370-0039         | EVOLUTION 24" TRANSITION STAI... | 1   | 4        | 4             | 181    | 181         |
| 370-0041         | EVOLUTION 40" TRANSITION STAI... | 1   | 8        | 8             | 301    | 301         |
| 370-0193         | ROPE TUNNEL SPIRIT               | 1   | 6        | 6             | 251    | 251         |
| 370-0223         | PURSUIT CLIMBER 16"-40"          | 1   | 4        | 4             | 127    | 127         |
| 370-0287         | TOPO CLIMBER                     | 1   | 3        | 3             | 76     | 76          |
| 370-0873         | CLIMB CROSS                      | 2   | 2        | 4             | 67     | 134         |
| 370-1649         | EVOLUTION, DECK TO ROOF CLIMBER  | 1   | 7        | 7             | 472    | 472         |
| 370-1703         | NUCLEUS CORE CROSS SUPPORT       | 1   | 0        | 0             | 32     | 32          |
| 370-1705         | NUCLEUS CORE CLIMBER, 8'         | 1   | 12       | 12            | 161    | 161         |

|          |                                  |   |   |   |      |      |
|----------|----------------------------------|---|---|---|------|------|
| 370-1720 | LIL NOVO BALANCE BEAM LINK       | 1 | 3 | 3 | 58   | 58   |
| 470-0006 | EVOLUTION BOTTOM ROOF SUPPORT... | 3 | 0 | 0 | 13   | 39   |
| 470-0008 | EVOLUTION SIDE ROOF SUPPORT, ... | 4 | 0 | 0 | 16   | 64   |
| 470-0009 | EVOLUTION SIDE ROOF SUPPORT, ... | 4 | 0 | 0 | 16   | 64   |
| 470-0014 | EVOLUTION HEX ROOF               | 2 | 0 | 0 | 145  | 290  |
| 470-0075 | CRESCENT PLATFORM                | 1 | 1 | 1 | 52   | 52   |
| 470-0118 | COBRA SLIDE SPIRAL RIGHT 168"    | 1 | 3 | 3 | 508  | 508  |
| 470-0760 | SOLIS HUE POST TOPPER            | 5 | 0 | 0 | 99   | 495  |
| 470-0805 | SLIDE HOOD, HIGH SIDE WALL       | 1 | 0 | 0 | 32   | 32   |
| 470-0811 | EVOLUTION ROOF END PLATE         | 1 | 0 | 0 | 12   | 12   |
| 470-0820 | VIPER L2 48-56 W/O HOOD          | 1 | 2 | 2 | 127  | 127  |
| 470-0876 | CORE SLIDE ARCH, VIPER           | 1 | 0 | 0 | 174  | 174  |
| 470-0956 | EN VIPER L2 96 W/O HOOD          | 1 | 4 | 4 | 248  | 248  |
| 570-0104 | SENSORY RAIL TOP PANEL           | 2 | 0 | 0 | 7    | 14   |
| 570-0105 | SENSORY RAIL MIDDLE PANEL        | 4 | 0 | 0 | 7    | 28   |
| 570-0106 | SENSORY RAIL LOWER PANEL         | 2 | 0 | 0 | 8    | 16   |
| 570-0107 | CHROMA SENSORY EVENT, TOP        | 1 | 0 | 0 | 13   | 13   |
| 570-0113 | MIRROR SENSORY EVENT, LOWER      | 1 | 0 | 0 | 13   | 13   |
| 570-0114 | HYPNO SENSORY EVENT, TOP         | 1 | 0 | 0 | 19   | 19   |
| 570-0128 | GRASS SENSORY EVENT, LOWER       | 1 | 0 | 0 | 16   | 16   |
| 570-0130 | EVOLUTION BARRIER W/ KALEIDOS... | 1 | 1 | 1 | 64   | 64   |
| 570-0411 | PLAYENSEMBLE SUPINE CHIMES HUE   | 1 | 2 | 2 | 93   | 93   |
| 570-1545 | EVOLUTION 6' OPENING BARRIER     | 1 | 0 | 0 | 78   | 78   |
| 570-1557 | EVOLUTION TALL CURVED TOP BAR... | 2 | 0 | 0 | 114  | 228  |
| 570-1558 | EVOLUTION TALL CURVED TOP BAR... | 2 | 0 | 0 | 114  | 228  |
| 570-1851 | CHIMES PANEL                     | 1 | 4 | 4 | 56   | 56   |
| 570-1858 | 3-IN-A-ROW PANEL, ABOVE PLATFORM | 1 | 2 | 2 | 45   | 45   |
| 570-2707 | RAIN CRESCENT PANEL              | 1 | 1 | 1 | 16   | 16   |
| 570-2714 | EVOLUTION 2.5' OPENING BARRIER   | 1 | 0 | 0 | 36.9 | 36.9 |
| 570-2732 | PLAYENSEMBLE BABEL DRUM          | 1 | 1 | 1 | 14   | 14   |
| 660-0103 | MAINTENANCE KIT, STRUCTURE       | 1 | 0 | 0 | 7    | 7    |
| 660-0104 | INSTALLATION KIT, STRUCTURE      | 1 | 0 | 0 | 5    | 5    |
| 670-0425 | 5" OD STUBBY POST CAP            | 1 | 0 | 0 | 1    | 1    |
| 670-0427 | 5" OD X 11 GA POST EXTENSION     | 7 | 0 | 0 | 10   | 70   |

### Structure

#### Intensity

|          |                                  |   |   |   |     |     |
|----------|----------------------------------|---|---|---|-----|-----|
| 370-0851 | VERTO CLIMBER 3 FS               | 2 | 3 | 6 | 103 | 206 |
| 370-0854 | VERTO CLIMBER 1                  | 2 | 1 | 2 | 35  | 70  |
| 370-1608 | OVISTEP LAUNCH PAD               | 3 | 1 | 3 | 10  | 30  |
| 370-1676 | STRAIGHT HORIZONTAL LADDER, N... | 1 | 6 | 6 | 58  | 58  |
| 370-1683 | S HORIZONTAL LADDER, NUCLEUS     | 1 | 6 | 6 | 56  | 56  |
| 570-0814 | PROPELLER RING PANEL             | 1 | 2 | 2 | 66  | 66  |

### Structure

#### Burke Basics

|          |                             |   |    |    |      |      |
|----------|-----------------------------|---|----|----|------|------|
| 560-0052 | FLYLOW STEP POD             | 2 | 1  | 2  | 25.3 | 50.6 |
| 560-2705 | EKO SOLO                    | 1 | 1  | 1  | 24   | 24   |
| 560-2708 | EKO TRI                     | 1 | 3  | 3  | 72   | 72   |
| 560-2710 | EKO ARCH                    | 1 | 7  | 7  | 164  | 164  |
| 560-2714 | EKO PROP                    | 1 | 12 | 12 | 238  | 238  |
| 580-1355 | LIL NOVO BEAN BENCH         | 2 | 1  | 2  | 28   | 56   |
| 580-1364 | LIL NOVO BEAN STEP          | 1 | 1  | 1  | 28   | 28   |
| 580-1370 | NUCLEUS LIL NOVO BEAN TABLE | 1 | 5  | 5  | 60   | 60   |

Total User Capacity: 209

Total Weight: 11689 lbs.  
 Total Price: \$197,622

### StemPlay

#### Burke Basics

|          |                                  |   |   |   |     |     |
|----------|----------------------------------|---|---|---|-----|-----|
| 560-1701 | STEMPLAY TALL ACTIVITY FRAME     | 1 | 0 | 0 | 235 | 235 |
| 560-2691 | STEMPLAY ELECTRON                | 1 | 5 | 5 | 91  | 91  |
| 560-2692 | STEMPLAY GEARS                   | 1 | 2 | 2 | 74  | 74  |
| 660-0101 | INSTALL KIT, BURKE BASICS - P... | 1 | 0 | 0 | 2   | 2   |

Total User Capacity: 7  
 Total Weight: 402 lbs.  
 Total Price: \$9,908

### Freestanding

#### Burke Basics

|          |                                  |   |   |   |     |     |
|----------|----------------------------------|---|---|---|-----|-----|
| 550-0099 | TOT SEAT, 7' & 8' SINGLE, STD... | 2 | 1 | 2 | 12  | 24  |
| 550-0111 | BELT SEAT, 8' SINGLE, STD CHAIN  | 2 | 1 | 2 | 10  | 20  |
| 550-0137 | 5" OD ARCH TIRE SWING            | 1 | 2 | 2 | 429 | 429 |
| 550-0201 | SINGLE POST SWING ASSEMBLY 5" OD | 1 | 0 | 0 | 220 | 220 |
| 550-0202 | SINGLE POST SWING ADD-ON 5" OD   | 1 | 0 | 0 | 145 | 145 |
| 560-2586 | COMET I                          | 1 | 6 | 6 | 154 | 154 |
| 660-0101 | INSTALL KIT, BURKE BASICS - P... | 1 | 0 | 0 | 2   | 2   |

Total User Capacity: 12  
 Total Weight: 994 lbs.  
 Total Price: \$10,362

### Serenity Spot

#### Nucleus

|               |                          |   |   |   |     |     |
|---------------|--------------------------|---|---|---|-----|-----|
| 072-0500-108C | 5" OD X 108" CAPPED POST | 2 | 0 | 0 | 57  | 114 |
| 470-0971      | SERENITY SPOT PRIMARY    | 1 | 2 | 2 | 291 | 291 |

Total User Capacity: 2  
 Total Weight: 405 lbs.  
 Total Price: \$5,682

#### Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

**COLOR SELECTION LIST | Default Color Option**

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**GROUP 1 (Structure)**

Deck: Blue  
Post: Navy  
Flat: Blue  
Plastic:  
Granite Acc:  
Lime  
Acrylic: Green  
Panel: Blue-White-Blue

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**GROUP 2 (Freestanding)**

Post: Navy  
Deck: Blue  
Flat: Blue  
Acc: Lime

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**GROUP 3 (StemPlay)**

Post: Navy  
Acc: Lime  
Flat: Blue  
Panel: Blue-White-Blue

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**GROUP 4 (Serenity Spot)**

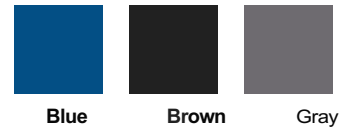
Post: Navy  
Panel: Blue-White-  
Blue Flat:Blue  
Acc: Lime

# COLORT; THAT MOVE YOU

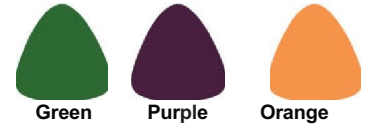
## POWDER COAT PAINT



## PLATFORMS



## SOLIS HUE TOPPERS



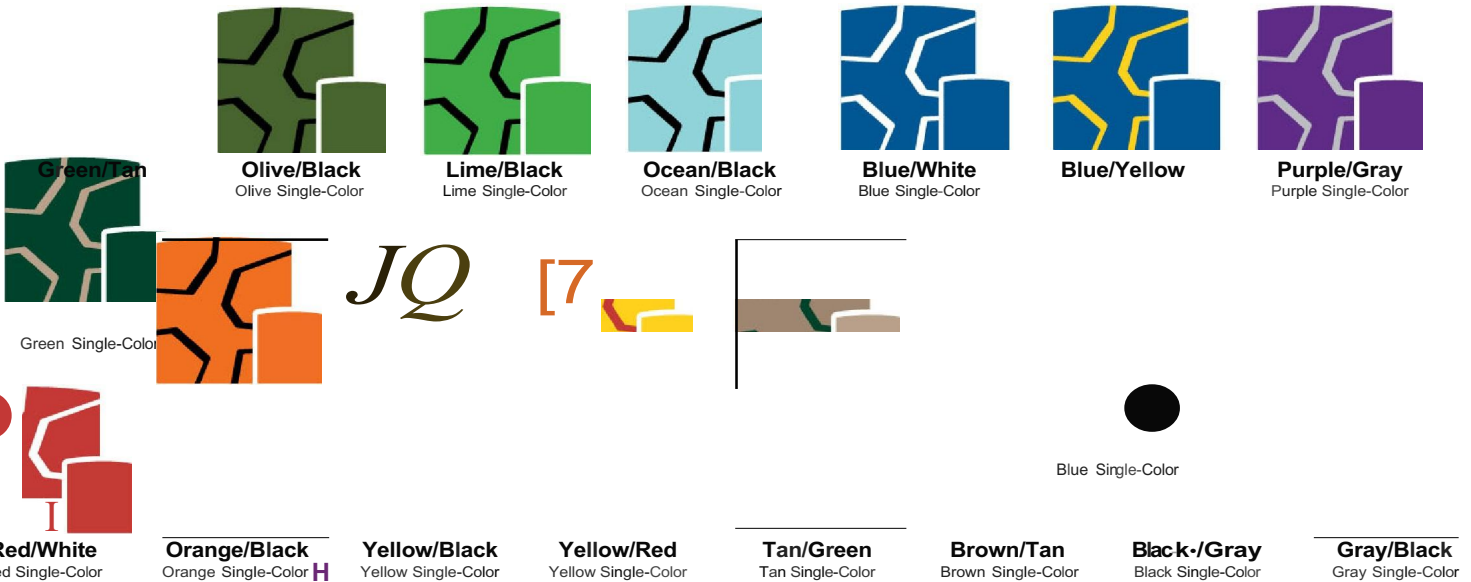
## TRADITIONAL SERIES SITE AMENITIES



## ROCK'..IT CLIMBERS



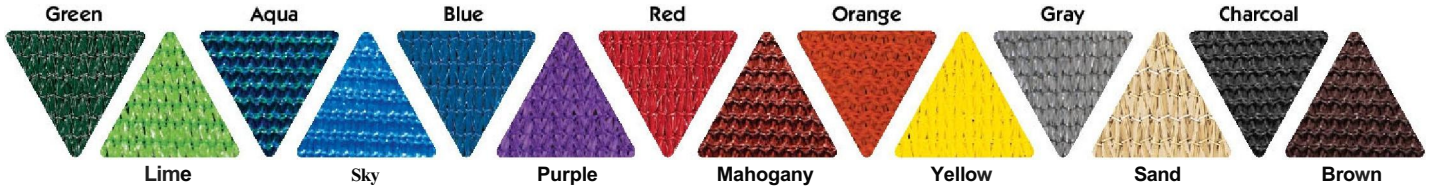
## LS



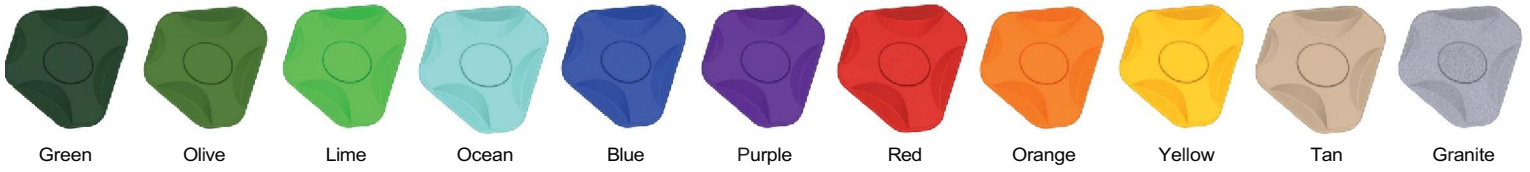
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**SHADE CANOPIES**



**ROTON.OLD PLASTIC**



**VISIT [BCIBURKE.COM/COLOR](http://BCIBURKE.COM/COLOR) TO CUSTOMIZE YOUR PLAYGsrOUND COLOR'S!**

# BURKE REGENERATION; WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment

## We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows,

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me®) against structural failure due to corrosion, deterioration or workmanship
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®)
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications. Natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered 'normal wear' in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke life products.

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## Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2024

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Big Ditch Trail Extension  
**Presented by:** Brad Wright  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

PRPL seeks City Council consent to accept \$143,023 from FWP Recreational Trails Program Grant and Billings Trail Net. Funding amounts are as follows : FWP \$84,182; Billings Trail Net \$58,841. Additionally, PRPL requests approval to utilize these funds to construct 0.20 miles of trail to extend the Big Ditch Trail.

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

The Big Ditch Trail Extension will start at the southwest corner of Rimrock West Park, connecting to the existing trail sidewalk. It will extend west toward River Rock Estates and end at Stone Creek Trail within the subdivision, adding 0.20 miles of new trail. This extension will be a valuable asset for pedestrians, cyclists, individuals with disabilities, and families, providing a safe route from the subdivision to the park.

Improvements include:

- New pavement
- Adding ADA access points where necessary
- New wayfinding signage

This project aligns with community plans, including Billings Trail Net Asset Management Plan, and federal Healthy People 2030 objectives.

**STAKEHOLDERS**

Billings Trail Net: A non-profit organization that submitted the grant application  
River Rock Estates Subdivision  
City of Billings Parks, Recreation, and Public Lands Department: Responsible for the trail's construction and long-term maintenance.

**ALTERNATIVES**

City Council may:

- Approve the grant acceptance and donated funds and authorize the trail construction
- Not Approve the funding

**FISCAL EFFECTS**

The project budget of \$143,023 will be funded through:  
RTP - \$84,182  
Billings Trail Net - \$58,841 (\$21,045 match funds, \$37,796 additional donated funds)  
PRPL - Time/ project management and coordination.

As this is new construction, PRPL does not expect to hire any FTEs. We do expect a minor increase in long-term costs due to the existing staff and added time for trail maintenance, i.e. - snow removal.

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**Attachments**

FWP Grant Application



**SUBRECIPIENT AGREEMENT COVER FORM**

| <b>1. SUBRECIPIENT AGREEMENT #</b> RTP2403                                                                                                                       |                                | <b>2. ADDENDUM # (IF APPLICABLE)</b>                                                            |                               |                         |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------|-------------------------|----------------------------------|
| <b>3. SUBRECIPIENT UEI #</b> KW69SHLJ9M79                                                                                                                        |                                | <b>4. THIS ACTION</b> <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADDENDUM |                               |                         |                                  |
| <b>5. SUBRECIPIENT NAME</b> Billings TrailNet                                                                                                                    |                                | <b>6. ADDENDUM PURPOSE (IF APPLICABLE)</b>                                                      |                               |                         |                                  |
| <b>7. SUBRECIPIENT DBA</b>                                                                                                                                       |                                |                                                                                                 |                               |                         |                                  |
| <b>8. SHORT PROJECT TITLE</b> Extending the Big Ditch Trail; Connecting Families to Parks and Schools.                                                           |                                |                                                                                                 |                               |                         |                                  |
| <b>9. PROJECT DESCRIPTION</b><br>To fund Billings TrailNet to construct 0.20 miles to extend the Big Ditch Trail from a new neighborhood to park and recreation. |                                |                                                                                                 |                               |                         |                                  |
| <b>10. IS THIS RESEARCH &amp; DEVELOPMENT</b><br>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>                                             |                                | <b>11. PERIOD OF PERFORMANCE</b>                                                                |                               |                         |                                  |
| <b>12. APPROVED IDR</b> Yes - De Minimis                                                                                                                         |                                | <b>START DATE:</b> _____ <b>Date of Last Signature</b>                                          |                               |                         |                                  |
|                                                                                                                                                                  |                                | <b>END DATE:</b> 10/15/2026                                                                     |                               |                         |                                  |
| <b>THIS ACTION</b>                                                                                                                                               |                                |                                                                                                 |                               |                         |                                  |
| <b>13. Subrecipient Match</b><br>\$21,045                                                                                                                        | <b>14. FWP Non Federal</b>     | <b>15. FWP Federal</b><br>\$84,182                                                              | <b>16. TOTAL</b><br>\$105,227 |                         |                                  |
| <b>TOTAL PROJECT</b>                                                                                                                                             |                                |                                                                                                 |                               |                         |                                  |
| <b>17. Subrecipient Match</b><br>\$21,045                                                                                                                        | <b>18. FWP Non Federal</b>     | <b>19. FWP Federal</b><br>\$84,182                                                              | <b>20. TOTAL</b><br>\$105,227 |                         |                                  |
| <b>TOTAL AWARD TO SUBRECIPIENT</b>                                                                                                                               |                                |                                                                                                 |                               |                         |                                  |
| <b>21. TOTAL AWARD TO SUBRECIPIENT (18+19)</b> \$84,182                                                                                                          |                                |                                                                                                 |                               |                         |                                  |
| <b>FEDERAL FUNDING SOURCE INFORMATION</b>                                                                                                                        |                                |                                                                                                 |                               |                         |                                  |
| FAIN NUMBER                                                                                                                                                      | AWARDING AGENCY                | CFDA NUMBER / NAME                                                                              | DATE AWARDED                  | TOTAL FED. AWARD TO FWP | TOTAL FED. FUNDS TO SUBRECIPIENT |
| 693JJ22330000Y940M<br>TRTP2403                                                                                                                                   | Federal Highway Administration | 20.219 Recreational Trails Program                                                              | 2/24/2023                     | \$1,590,638             | \$84,182                         |
|                                                                                                                                                                  |                                |                                                                                                 |                               |                         |                                  |
| <b>GRAND TOTAL (Should equal # 19)</b>                                                                                                                           |                                |                                                                                                 |                               |                         | <b>\$84,182</b>                  |

**AGREEMENT CONTACTS**

|                                                                                                                                    |                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBRECIPIENT PROJECT LIAISON</b><br>Brad Wright<br>WrightR@Billingsmt.gov<br>406-698-8197<br>1971 Pryor Ln<br>Billings MT 59102 | <b>STATE PROJECT LIAISON</b><br>Stephanie Clemen<br>Recreational Trails Program Manager<br><a href="mailto:Stephanie.adamscllemen@mt.gov">Stephanie.adamscllemen@mt.gov</a><br>(406) 444-5898 |
| <b>SUBRECIPIENT ADMINISTRATIVE LIAISON</b><br>Same as Above                                                                        | <b>STATE ADMINISTRATIVE LIAISON</b><br>Same as Above                                                                                                                                          |

**REPORTING REQUIREMENTS**

| Reporting Period Start Date | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
|-----------------------------|---------------------------|----------------|---------------------------|
| 8/1/2024                    | 4/31/2025                 | Semi-Annual    | 4/31/2025                 |
| 5/1/2024                    | 12/31/2025                | Semi-Annual    | 12/31/2025                |
| 1/1/2025                    | 8/31/2026                 | Semi-Annual    | 8/31/2026                 |
| 9/1/2026                    | 10/15/2026                | Final          | 12/15/2026                |

**\*\*Reports are submitted to the State Project Liaison by the due date.**

**AGREEMENT NOTES**

**This Project was activated in August**  
**The first reimbursement claim is due no later than April 2025**

**8-Month Claim Requirement:** Requests for reimbursement by the Subrecipient may be made throughout the project agreement dates and at project completion but it is required that a reimbursement request is made before eight (8) months from the date the project is made and every eight (8) months thereafter. Financial inactivity on all RTP projects is tracked and project funds can be de-obligated if the eight (8) month requirement is not met.

**Cash & In-Kind Match Requirements:** Subrecipients should refer to the most recent RTP Award Guidance document found at [fwp.mt.gov/aboutfwp/grant-programs/recreational-trails](http://fwp.mt.gov/aboutfwp/grant-programs/recreational-trails) for eligible match information, volunteer, mileage, and personal property reimbursement rates, and required documentation. Match must be reported and maintain a minimum level of 20% of total project expenses for claims to be eligible for reimbursement.

**Purchase of Supplies and Services:** Subrecipients should refer to the most recent RTP Award Guidance document found at [fwp.mt.gov/aboutfwp/grant-programs/recreational-trails](http://fwp.mt.gov/aboutfwp/grant-programs/recreational-trails) for information on following state and federal procurement procedures for the purchase of supplies and services valued over \$10,000. Total contract values of \$10,000 - \$99,999 require limited solicitation. Total contract values of \$100,000 and greater require a competitive bid process.



**RECREATIONAL TRAILS PROGRAM  
SUBRECIPIENT AGREEMENT  
RTP2403**

THIS AGREEMENT, entered into by and between Montana Fish, Wildlife & Parks, the governmental agency of the State of Montana designated to act for the State of Montana, for the purpose of implementing the Recreational Trails Program, with its principal place of business at 1420 East Sixth Avenue, Helena, Montana, hereafter called the "State", and the **Billings TrailNet, 1971 Pryor Ln, Billings, MT 59102** hereinafter referred to as the "Subrecipient" in accordance with 2 C.F.R. 200.300.

The purpose of the Agreement is **To fund Billings TrailNet to construct 0.20 miles to extend the Big Ditch Trail from a new neighborhood to park and recreation.** The Subrecipient Agreement Cover Form and any Appendices listed within this Agreement are hereby incorporated into and made part of this Agreement.

This Agreement shall begin on the date of the last signature of this Agreement and shall expire on the End Date listed in the Subrecipient Agreement Cover Form. The State may extend this Agreement under its then-existing terms and conditions in any interval that is advantageous to State. This Agreement, including any renewals, may not exceed a total of One (1) year. Any changes or renewals to this Agreement will be completed by a signed addendum to this Agreement.

**The Subrecipient Agrees:**

1. To perform the described trail project scope of work in accordance with the plans and specifications approved with the Project Application submitted to the State.
2. The completed trail or trailside project(s), or recreational locations on which work will be performed, as outlined in the approved Project Application, will be available for use by the public.
3. To submit claims to the State for reimbursement at a minimum of every 8 months from the Agreement start date and every 8 months thereafter. Claims should provide a breakdown of expenses incurred by budgeted line item as reflected in the approved Project Application and Project Budget (Appendix "A"). Subrecipient agrees to include proper documentation to substantiate the expenses being claimed. Subrecipient's match requirements must be met before a claim can be paid. Financial inactivity on all RTP projects is tracked and project funds can be de-obligated if the eight (8) month requirement is not met.
4. To guarantee that it has funds necessary for the implementation of this project, that it will pay for said project, and will request reimbursement for allowable costs only in accordance with 2 CFR 200 Part E and which are approved in the Project Budget (Appendix "A") and paid for by the Subrecipient.
5. Any funds allocated to the Subrecipient per Appendix A that are unexpended by the Agreement expiration date and which have not been requested for reimbursement within sixty (60) days of the Agreement expiration date will be lost to the Subrecipient.
6. To follow federal cost principles as defined in 2 CFR 200 Subpart E and Procurement Standards/Property Standards in 2 CFR 200 Subpart D.
  - a. For any equipment purchased with Recreational Trails Program funds or matching funds, that equipment may only be used for the specific purposes identified in the Project Application and Agreement for the following five years, and the Subrecipient must provide a maintenance schedule for that equipment prior to requesting reimbursement for purchase or operation of that equipment.



### **The Parties Mutually Agree:**

1. The State assumes no fiscal responsibility to Subrecipient other than to provide the funds identified in this Agreement. This Agreement does not commit the State to future funding.
2. This Agreement is conditional upon availability of state and federal funds and may be reduced at any time due to budget reductions. State shall be liable to Subrecipient only for the reimbursement, or prorated portion of that reimbursement, owed to Subrecipient up to the date State's termination takes effect. This is Subrecipient 's sole remedy. State shall not be liable to Subrecipient for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues.
3. Mandates of the Recreational Trails Program are hereby incorporated into this Agreement by this reference [https://www.fhwa.dot.gov/environment/recreational\\_trails/guidance](https://www.fhwa.dot.gov/environment/recreational_trails/guidance) and that the same shall be binding upon both parties hereto, and that modification of this Agreement, and special terms and conditions to the project may be established by the State upon agreement by the State and the Subrecipient.
4. No assignment of this Agreement shall be made to any other entity, nor the respective rights or duties thereof without prior approval.
5. The State and Subrecipient shall act in their individual capacity and not as agents, employees, partners, in a joint venture, or as associates of one another. The employees or agent of one party shall not be deemed or construed to be the employees or agent of the other party for any purpose whatsoever. Neither Subrecipient nor State shall enter into any agreement nor incur any obligations on behalf of the other party nor commit the other party in any manner without the prior written consent of the other party.
6. The terms of this Agreement shall be made available to the public, upon request, unless otherwise excluded under the Montana Public Records Act (2-6-101, MCA).
7. Each provision of this Agreement shall be interpreted in a manner as to be effective and valid under the scope and breadth of applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
8. Failure by either the State or Subrecipient at any time to require strict performance by the other party of any provision of this Agreement shall not waive or diminish the demanding party's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Upon receipt of written notice, the demanding party shall give the other party 30 days to cure such breach or default.
9. This Agreement shall supersede and control over all prior written and oral agreements and representations pertaining thereto between the parties to the Agreement.
10. All coordination of this Agreement on the State's behalf must be through the State's Liaisons identified on the Cover Form.
11. Subrecipient shall designate a Project and Administrative Liaison that will serve as points of contact for this Agreement.
12. All work performed under this Agreement will be coordinated between State's Project Liaison and Subrecipient's Project Liaison.
13. State's and Subrecipient's liaisons may be changed by written notice to the other party.
14. It is understood and agreed by both parties that a failure to comply with any of the points listed above can result in a voiding of this Agreement and a loss of further Recreational Trails Program assistance.

IN WITNESS WHEREOF, the State has caused its name to be subscribed thereunto duly authorized and the Subrecipient has caused its name to be subscribed by its proper officers, thereunto duly authorized, on the day and year written.

**Billings TrailNet**

Brad Wright

Printed Name of Project Coordinator

DocuSigned by:  
*Brad Wright*  
99801CEC13CE4A1...

Signature of Project Coordinator

7/30/2024

DATE

**Montana Fish, Wildlife and Parks**

Stephanie Clemen

Printed Name of Agency Representative

*Stephanie Clemen*  
Signature of Agency Representative

7-25-2024

DATE

**Approved as to Legal Content**

/s/ Marty Tuttle

Signature of Fish, Wildlife & Parks Legal Counsel

05/13/2024

DATE

**Appendix A**  
**Approved Project Budget**

| Category                                        | RTP Request | Cash Match<br>(including<br>donations, paid<br>labor, etc.) | Value of In-Kind<br>Labor/Contributions | Total Match<br>Amount (Cash<br>plus In-Kind) | Total<br>Project<br>Costs (RTP<br>Request<br>plus Total<br>Match) |
|-------------------------------------------------|-------------|-------------------------------------------------------------|-----------------------------------------|----------------------------------------------|-------------------------------------------------------------------|
| <b>Design and Engineering</b>                   |             |                                                             |                                         |                                              |                                                                   |
| Design and Engineering                          | \$7,810.00  | \$5,000.00                                                  | -                                       | \$5,000.00                                   | \$12,810.00                                                       |
| <b>Salaries/Payroll</b>                         |             |                                                             |                                         |                                              |                                                                   |
| Salaries/Labor                                  | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Taxes                                           | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| <b>Construction/Materials</b>                   |             |                                                             |                                         |                                              |                                                                   |
| Materials                                       | \$51,758.33 | \$53,841.67                                                 | -                                       | \$53,841.67                                  | \$105,600.00                                                      |
| Construction Contracts                          | \$22,500.00 | -                                                           | -                                       | \$ 0.00                                      | \$22,500.00                                                       |
| Purchase/Lease of<br>Maintenance Equipment      | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Equipment Rental                                | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Operation of Maintenance<br>Equipment           | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Miscellaneous Purchases and<br>Services         | \$2,113.65  | -                                                           | -                                       | \$ 0.00                                      | \$2,113.65                                                        |
| <b>Grooming</b>                                 |             |                                                             |                                         |                                              |                                                                   |
| Standard Groomer<br>Reimbursement<br>(\$20/hr.) | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Large Groomer<br>Reimbursement(\$120/hr.)       | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| <b>Contracted Services</b>                      |             |                                                             |                                         |                                              |                                                                   |
| Contracted Services                             | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| <b>Travel Expenses/Mileage &amp; Meals</b>      |             |                                                             |                                         |                                              |                                                                   |
| Lodging                                         | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Meals                                           | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| Mileage/Gas                                     | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| <b>Indirect Costs</b>                           |             |                                                             |                                         |                                              |                                                                   |
| Indirect Costs                                  | -           | -                                                           | -                                       | \$ 0.00                                      | \$ 0.00                                                           |
| <b>TOTALS</b>                                   | \$84,181.98 | \$58,841.67                                                 | \$ 0.00                                 | \$58,841.67                                  | \$143,023.65                                                      |

## **Appendix B Special Conditions**

Applies to all Subrecipient Agreements and Grant Awards (herein referred to as "Award") initiated by  
Montana Fish, Wildlife & Parks (herein referred to as "State")

- 1. SAM / UEI.** Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). Subrecipient agrees to obtain a Unique Entity Identifier (UEI) number and to maintain a current registration. The details and processes for registration are available at <https://sam.gov/content/duns-uei>. Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided hereunder with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://sam.gov/content/exclusions>.
- 2. Suspension/Debarment.** Subrecipient confirms it is not debarred, suspended or otherwise listed on the System for Award Management (SAM) Excluded Parties List, per 2 CFR 200 Appendix II (h).
- 3. Single Audit Requirement.** Subrecipients are required to allow the State of Montana (State) access to Subrecipients' records and financial statements as required under the Uniform Guidance. Subrecipients who receive less than \$750,000 in federal funds during the fiscal year are exempt from audit but are required to have records available for review or audit by the State. Subrecipients who expend \$750,000 or more in federal funds during its fiscal year are required to have a single audit conducted in accordance with 2 CFR 200.514 or undergo a program-specific audit.
- 4. Risk Assessment.** A risk assessment of the Subrecipient will be conducted before an Award is made. Subrecipients who are deemed "high-risk" may have additional monitoring requirements that may be imposed as per 2 CFR 200.332(e). Additional Risk Assessments may be completed on the Subrecipient if deemed necessary throughout the life of the Award.
- 5. Subrecipient Monitoring.** As a condition of the Award, the Subrecipient understands the progress of this agreement will be monitored throughout the life of the Award. Additional requirements may be imposed throughout the life of the agreement if necessary to ensure the Subrecipient is able to fulfill its financial and performance responsibilities.
  - a. Additionally, onsite monitoring may be conducted by the State as requested. State may conduct onsite monitoring visit(s) with Subrecipient during this Agreement to ensure project goals and objectives as outlined in the SOW are on track. State will schedule the monitoring visit(s) with Subrecipient. Subrecipient's failure to participate in any monitoring visits, missing or rescheduling two consecutive monitoring visits, or Subrecipient's failure to make a good faith effort to resolve problems may result in termination of the Agreement.
- 6. Federal Funding Accountability and Transparency Act of 2006. 44 U.S.C. § 3501 ("FFATA").** As of October 1, 2015, recipients of federal awards and contracts, including the State, must comply with subrecipient reporting requirements under FFATA. Under FFATA, the State is required to report on newly issued first tier subawards of \$30,000 or more. The information reported will be made available to the public on the USASpending.gov website.
- 7. Requirement to Report Potentially Duplicative Funding.** The Subrecipient agrees that if it currently has an open award of federal funds or if it receives a federal award other than this award, and those award funds have been, are being used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Subrecipient will promptly notify, in writing, the State Project and Administrative Liaison listed on the Subrecipient Agreement Cover Form to eliminate any inappropriate duplication of funding.

- 8. Rights to Inventions Made Under a Contract or Agreement.** Any discovery or invention that arises during the course of the contract shall be reported to the State. Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding federal agency.
- 9. Copyright and Right to Use.** Any discovery or invention made, or data or text developed, or under development, as a result of work conducted under this Award, is subject to FEDERAL AGENCY requirements and regulations pertaining to reporting and patent rights, and copyrights and rights in data. In any event, STATE and FEDERAL AGENCY shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, any patented or copyrightable property developed under this Contract.
- 10. Program Income.** No projects administered by the State and funded through Federal funding sources should produce an income stream. See 2 CFR 200.1 Program Income definition for definition of what is considered program income. If there is a possibility that the project will produce income, the subrecipient must confer with the State's Project and Administrative Liaison listed on the Subrecipient Agreement Cover Form prior to commencement of project.
- 11. Records Retention.** Subrecipient agrees to maintain financial (including personnel records) records, receipts, supporting documents and other records pertaining to all costs and expenditures incurred under this Award for a period of three (3) years following the submission of the final invoice. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings have been resolved. Award records shall be available for inspection by authorized representatives of the State. (2 C.F.R. 200.334).
- 12. Access to Records.** Subrecipient agrees to provide State, Legislative Auditor or their authorized agents access to any records necessary to determine Award compliance. State may terminate this Award without incurring liability, for Subrecipient's refusal to allow access as required by this section. (18-1-118, MCA)
- 13. Drug Free Work Place.** Subrecipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
- 14. Reduce Text Messaging While Driving.** Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, 74 Fed. Reg. 51225 (October 1, 2009), the State encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 15. Seat Belt Provision.** The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 16. Trafficking in Persons.** This Award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amendment (2 CFR §175.15).
- 17. Equal Employment Opportunity.** Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. State of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Subrecipients and their contractors or subrecipients.) Compliance with equal

opportunity to participate in and benefit from programs described is available to all individuals without regard to their race, color, religion, national origin or ancestry, sex, age, handicap, disability, sexual orientation, gender identity, military or veteran status or political affiliation. Complaints of discrimination should be sent to the Office of Human Resources, Montana State of Fish, Wildlife & Parks, 1420 E. Sixth Avenue, Helena, Montana 59601.

18. **Copeland "Anti-Kickback"**. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. State of Labor regulations (29 CFR Part 3). (All contracts and subawards for construction or repair.
19. **Historic Preservation Act**. Subrecipient shall review the Award to determine whether there is a need for approval under the Historic Preservation Act and, if so determined, will work with the State Historical Preservation Office to get that approval. This approval must be provided to the State before any ground disturbing activities proceed.
20. **Federal Prevailing Wage and other Requirement-Davis Bacon**. In all construction contracts and subcontracts in excess of \$2,000 the Contractor and all Subcontractors shall be subject to the federal Davis-Bacon Act (40 USC 276) as supplemented by the U.S. State of Labor regulations (29 CFR Part 5).
21. **Procurement of recovered materials**. Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
22. **Prohibition of certain telecommunication/Video Surveillance**. The Subrecipient agrees it will not provide or use covered telecommunications equipment or services in the performance of this contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.
23. **Clean Air and Water Act**. Compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and Environmental Protection Agency regulations (406 CFR Part 15). Compliance with Montana Environmental Policy Act, § 75-1-101, et seq, MCA.
24. **Contract Work Hours and Safety**. Compliance with §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by U.S. State of Labor regulations (29 CFR Part 5). (Construction contracts awarded by awardees and subrecipients more than \$2,000, and more than \$2,500 for other contracts which involve the employment of mechanics or laborers.)
25. **Protection of Whistleblowers**. Compliance with 41 U.S.C. § 4712, Enhancement of Recipient and Subrecipient Employee Whistle Protection: (a) This Award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this Award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC § 4712; (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this Award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712; (c) The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this Award.

- 26. Lobbying.** Subrecipient agrees that it will not expend any award funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the State of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
- 27. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 28. Register to do Business in Montana.** Subrecipient agrees to register with the Montana Secretary of State. Business that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov>.
- 29. Travel Costs.** Travel and associated costs are only eligible if they are necessary for accomplishing the objectives in the Award and have been included in the approved budget. A Subrecipient may utilize its own travel policy and rates provided those rates do not exceed the State's or Federal GSA rates. Subrecipient must provide State with copy of their travel policy with signed Award.
- a. If the Subrecipient does not have a written travel policy, they must use the State's travel rates for personal vehicle mileage, per diem, and lodging. These can be found at <https://doa.mt.gov/employee-travel> under "Travel Resources - State Employee Travel Information."
  - i. **Vehicle Usage Rate.** Programs utilizing motor pool vehicles must utilize the State's motor pool rate (<https://mdt.mt.gov/business/wex-fuel.aspx>). The rate must be tracked per project and reported accordingly.
  - b. Award funds may not be used to pay for out-of-state travel without prior approval from the State.
  - c. Award funds cannot be used for costs and fees associated with cancelation or changes to travel, (i.e. airline, hotels, registration, etc.) unless approved by State.
- 30. Indirect Costs:**
- a. A Subrecipient that has an established Federally Approved Indirect Cost Rate in place may request reimbursement for indirect costs. Some federal funding sources may limit the amount of indirect that may be assessed to funding awards. Subrecipients must provide a copy of the organization's Federal Indirect Cost Negotiation Agreement with the signed Award. The Subrecipient must provide the State a current
  - b. De Minimis Indirect Cost Rate. If eligible, a Subrecipient may elect to use the "de minimis" indirect cost rate described in 2 CFR 200.414(f). The Subrecipient must advise the State in writing of both its eligibility and its election and must comply with all associated requirements of 2 CFR 200. The "de minimis" rate may be applied only to modified total direct costs.

**31. Waiver of Buy America Requirements for De Minimis Costs and Small Grants.** DOT finds that it is in the public interest to issue a [waiver of BABA's domestic preferences for iron and steel, manufactured products,](#) and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:

- a. The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or
- b. The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

The waiver is applicable only to awards that are obligated or subawards that are made on or after the effective date of the waiver [August 16, 2023]. The waiver is applicable to subawards only if the subawards are made by a pass-through entity for a specific project.

**Certificate Of Completion**

|                                                              |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| Envelope Id: C3C880CB1B2B47228B021D95B8D42056                | Status: Completed                                             |
| Subject: Here is your signed document: RTP2403_Agreement.pdf |                                                               |
| Source Envelope:                                             |                                                               |
| Document Pages: 12                                           | Signatures: 1                                                 |
| Certificate Pages: 1                                         | Initials: 0                                                   |
| AutoNav: Disabled                                            | Envelope Originator:<br>Brad Wright<br>wrightb@billingsmt.gov |
| Enveloped Stamping: Disabled                                 | IP Address: 161.7.21.120                                      |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)            |                                                               |

**Record Tracking**

|                                          |                                               |                    |
|------------------------------------------|-----------------------------------------------|--------------------|
| Status: Original<br>7/30/2024 7:56:10 AM | Holder: Brad Wright<br>wrightb@billingsmt.gov | Location: DocuSign |
|------------------------------------------|-----------------------------------------------|--------------------|

**Signer Events**

Brad Wright  
wrightb@billingsmt.gov  
Project Manager  
Billings Parks and Recreation  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Brad Wright*  
99801CEC13CE4A1...  
Signature Adoption: Pre-selected Style  
Using IP Address: 161.7.21.120

**Timestamp**

Sent: 7/30/2024 7:56:22 AM  
Viewed: 7/30/2024 7:56:37 AM  
Signed: 7/30/2024 7:58:48 AM  
Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Stephanie Clemen  
Stephanie.AdamsClemen@mt.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/30/2024 7:58:49 AM  
Viewed: 7/30/2024 8:07:14 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Envelope Sent       | Hashed/Encrypted | 7/30/2024 7:56:22 AM |
| Certified Delivered | Security Checked | 7/30/2024 7:56:37 AM |
| Signing Complete    | Security Checked | 7/30/2024 7:58:48 AM |
| Completed           | Security Checked | 7/30/2024 7:58:49 AM |

**Payment Events**

**Status**

**Timestamps**

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Annual Certified Local Government Grant Program for Historic Preservation  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** n/a

**RECOMMENDATION**

Staff recommends City Council authorize submitting an application, with the mayor's signature, to the State Historic Preservation Office for a \$6,000 Certified Local Government Grant (CLG) for the FY25-26 cycle and authorizing the Mayor to sign the CLG contract for the grant once it is received.

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

The City Council is being asked to authorize the application for the FY25-26 grant cycle for the Certified Local Government (CLG) grant for historic preservation. The Montana State Historic Preservation Office has designated the City of Billings as a CLG for historic preservation activities. As a CLG, the City is eligible annually to receive state funding to coordinate historic preservation efforts in the local area. Applications for the FY25-26 funding cycle from the State are due February 18, 2025. The City of Billings has been utilizing CLG funding for activities that support the efforts of the Yellowstone Historic Preservation Board (YHPB) since 1997. A description of these activities is provided in the Work Plan attached to this staff report. Recent projects being overseen by the Yellowstone Historic Preservation Board include research in Montana Hidden History, Lincoln Center Tunnels and Cohagen Houses in Billings. The funding from FY24-25 projects completed included an update of the Downtown Walking Tour and the purchase of two window restoration tool kits. These projects were made possible through this CLG grant program and with additional funds from the State Historic Preservation Office that has recognized the success and ongoing activities in Billings and Yellowstone County to forward historic preservation activities and programs.

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly, as warranted, and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified as "Place Makers" is a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community." One of the objectives includes protection and preservation, such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

**ALTERNATIVES**

City Council may:

- Agree to participate in the State CLG program and approve submitting a CLG grant application that provides funding to coordinate historic preservation activities; or
- Decline to participate in the State CLG program and not authorize a CLG grant application. Declining participation would potentially limit historic preservation activities in Billings and Yellowstone County, and/or require other funding sources to be accessed for historic preservation activities. It also would not be in alignment with the City's 2016 Growth Policy, and the Council's 2025-2026 adopted Goal and Priority of Providing Exceptional Educational, Recreational and Cultural Services and Amenities.

**FISCAL EFFECTS**

City Council approval would allow the City of Billings to apply for \$6,000 in State of Montana Certified Local Government funding.

- The local cash match for the Certified Local Government grant will be \$49,501.60. The cash match includes

funds from the Planning Division of \$48,032.60, including a portion of the Historic Preservation Officer's salary of \$47,001.60 and \$1,031 in cash that will go toward consultant fees. The Yellowstone Historic Preservation Board will request \$1,000 from Yellowstone County and \$469 from the City of Laurel, which will also be used for consultant fees.

- There is also an in-kind match of \$3,854.08 generated from board members' time and use of the Planning Division conference room.
- The total funding package is \$59,355.68 (\$53,023.04 (Match) + \$6,000 (CLG Grant))(See attached CLG Application).
- The total cash funding package for the grant program is \$8,500 (\$6,000+\$2,500 (local cash contribution)) of which \$7,500 is used for consulting services to perform activities identified in the Yellowstone Historic Preservation Board Annual Work Plan. The remaining \$1,000 will be held by the city for expenses above and beyond consulting fees.

## **SUMMARY**

The Certified Local Government grant assists the Yellowstone Historic Preservation Board to carry out historic preservation activities for the community. This annual grant program goes a long way in achieving those goals of the board.

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## **Attachments**

CLG Grant Application  
YHBP Work Plan

**Certified Local Government  
Grant Application**

**For the grant period  
April 1, 2025 to March 31, 2026**

**Application Deadline**

**February 18, 2025**

**Montana State Historic Preservation Office  
PO Box 201202  
Helena, MT 59620-1202  
(406) 444-7715**

**2025-2026 GRANT APPLICATION  
CERTIFIED LOCAL GOVERNMENT PROGRAM**

Certified Local Government: City of Billings/Yellowstone County

Address: 316 N 26<sup>th</sup> Street, 5<sup>th</sup> Floor, Billings, MT 59103

Contact Person: Dave Green, Historic Preservation Officer, Subdivision Coordinator

Tax ID: 816001237

Unique Entity Identifier (UEI): MLYDN89CLXL5

Period of Grant Request: April 1, 2025 to March 31, 2026

**Scope of Work:** The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize special projects, products or projects starting or completing, meetings to be attended, regular work duties, etc., and specifically, ways in which the federal grant funds will help a project or program beneficial to the growth and development of the local program. Please tie your tasks to your community's Preservation Plan. If not, please explain.

Check if Scope of Work is continued on additional pages.)

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly as warranted and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified "Place Makers" as a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

This year the CLG funding for half-time staff is \$6,000. The local cash match for these funds is provided by the City of Billings, City of Laurel, and Yellowstone County in the amount of \$2,500. This amount combined with the \$6,000 from the CLG provides \$8,500 for consulting services. In addition to the local funds, the Planning Division also provides in-kind match through the HPO salary, room usage, and supplies. Also, Historic Preservation Board member's time is also counted toward the in-kind match. As mentioned above, the CLG and local funds are used to contract services and assist in carrying out the following activities:

- Assist the Board and Historic Preservation officer in undertaking action to meet short and long-range goals established by the Board. See Attachment A.
- Provide professional services to assist the Board, Historic Preservation Officer, and the City in performing duties and responsibility identified in the City's Historic Preservation Ordinance MCA 27-500.
- Act as a historic preservation center by providing technical assistance, direction, and literature on the following:
  - Historic preservation tax credits
  - National Register
  - Federal historic preservation regulations, and
  - Secretary of Interior Standards related to historic preservation activities.
- Attending community meetings related to preservation activities, on behalf of the Board upon request.
- Plan and coordinate activities and publicity during National Preservation Week in May.
- Carry out the responsibilities for the CLG program as outlined in "The Certified Local Government Program in Montana".
- Submit semi-annual reports on the historic preservation efforts of the community carried out by the city under the CLG grant.

**BUDGET**

| 4-1-2025 to<br>3-31-2026 Budget                                                                                     | Cash Amount | Cash Source                                        | In-kind<br>Amount                                                        | In-kind Source | Total      |
|---------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------------------|--------------------------------------------------------------------------|----------------|------------|
| <b>A. Salaries, Wages,<br/>Benefits</b>                                                                             | \$47,001.60 | HPO<br>\$48.96/hr x 80<br>frs/mo x 12<br>mos CI/CO |                                                                          |                | 47,001.60  |
| <b>B. Office Rental</b>                                                                                             |             |                                                    | \$400.00<br>Conference<br>Room @ 1<br>hrs/mo x<br>\$50/hr x 8<br>mtgs/yr | CI/CO          | \$400.00   |
| <b>C. Equipment</b>                                                                                                 |             |                                                    | *                                                                        |                |            |
| <b>D. Supplies &amp;<br/>Materials</b><br>Itemize major<br>categories                                               |             |                                                    | *                                                                        |                |            |
| <b>E. Postage</b>                                                                                                   |             |                                                    | *                                                                        |                |            |
| <b>F. Telephone<br/>&amp; Internet</b>                                                                              |             |                                                    | *                                                                        |                |            |
| <b>G. Photocopies</b>                                                                                               |             |                                                    | *                                                                        |                |            |
| <b>H. Preservation<br/>Commission</b><br>Number of hours X<br>* rate X number of<br>members X number of<br>meetings |             |                                                    | \$3,454.08<br>7 members x<br>2 hrs/mo x<br>\$30.84 x 8<br>mtgs/year      | YHPB           | \$3,454.08 |

|                                                                                                                                                          |                          |            |   |       |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|---|-------|------------|
| <b>I. Volunteers</b><br>Hours X * rate X<br>number of volunteers.                                                                                        |                          |            |   |       |            |
| <b>J. Travel Mileage</b><br>Number of miles X<br><b>\$0.70. Include funds<br/>for HPO and/or<br/>Commissioners to<br/>attend CLG annual<br/>training</b> |                          |            | * | CI/CO |            |
| <b>K. Travel Meals</b><br># of Meals X rate:<br>Breakfast - \$8.25<br>Lunch - \$9.25<br>Dinner - \$16.00                                                 |                          |            | * | CI/CO |            |
| <b>L. Lodging</b><br>\$110.00 plus tax<br>X number of nights                                                                                             |                          |            | * | CI/CO |            |
| <b>M. Project (s)<br/>Expenses – fully<br/>itemized</b>                                                                                                  | \$6,000.00<br>\$2,500.00 | F<br>CI/CO |   |       | \$8,500.00 |
| <b>N. Other Expenses –<br/>fully itemized.</b>                                                                                                           |                          |            |   |       |            |
| <b>M. Total Expenses</b>                                                                                                                                 |                          |            |   |       |            |

**SOURCE KEY:**  
F-Federal

**CI-City**  
**CO-County**  
**NP- Private/Non-Profit**

\* Federally approved minimum rate for volunteers is \$30.84 per hour.

**SOURCES OF REVENUE/FUNDING**

**AMOUNT**

**Itemized Cash Match Source**

|                                               |                     |
|-----------------------------------------------|---------------------|
| <u>City of Billings (Tax ID #: 816001237)</u> | <u>\$ 1,031.00</u>  |
| <u>City of Billings</u>                       | <u>\$ 47,001.60</u> |
| <u>City of Laurel</u>                         | <u>\$ 469.00</u>    |
| <u>Yellowstone County</u>                     | <u>\$ 1,000.00</u>  |

**Itemized In-Kind Match Source**

|                                       |                   |
|---------------------------------------|-------------------|
| <u>Room rental for board meetings</u> | <u>\$ 400.00</u>  |
| <u>YHPB member time</u>               | <u>\$3,454.08</u> |

**Federal HPF Grant Request from SHPO**

|                  |                    |
|------------------|--------------------|
| <u>CLG Funds</u> | <u>\$ 6,000.00</u> |
|------------------|--------------------|

**TOTAL REVENUE**

\$59,355.68

**Certified Local Government**  
**Historic Preservation Commission Chairperson or President**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (typed) \_\_Keith Edgerton\_\_\_\_\_

Address \_\_1140 N. 32<sup>nd</sup> Street, Billings, MT 59101\_\_\_\_\_

Telephone \_\_406-861-2845\_\_\_\_\_

\*\*\*\*\*

**Certified Local Government**  
**Chief Elected Official**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (typed) \_\_William A. Cole\_\_\_\_\_

Title \_\_Mayor, City of Billings\_\_\_\_\_

Address \_\_316 N 26<sup>th</sup> Street, Billings, MT 59103\_\_\_\_\_

Telephone \_\_406-657-8433\_\_\_\_\_

(The local government administrator may sign **in addition** to the Chief Elected Official.)

\*\*\*\*\*

**Certified Local Government**  
**Historic Preservation Officer**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (typed) \_\_Dave Green\_\_\_\_\_

Address \_\_316 N. 26<sup>th</sup> Street, Billings, MT 59103\_\_\_\_\_

Telephone \_\_406-247-8666\_\_\_\_\_

\*\*\*\*\*

Please attach the meeting minutes (or an alternate way in writing) at which your application was discussed and approved by the Preservation Board/Commission.

Please attach a list of the historic preservation board members' names citizen membership, terms (year ending), their professional discipline or status as a citizen member on the board, and contact information.

# Yellowstone Historic Preservation Board Work Plan 2025-2026

## Goals & Objectives:

- I. Promote the preservation of historic buildings, sites or neighborhoods.
- II. Increase community awareness on the benefits of historic preservation activities.
- III. Promote increased awareness of preservation activities and the work of the YHPB through the four governing bodies represented on the Board.
- IV. Comply with the duties and responsibilities of historic preservation organizations under the State Certified Local Government Program and the requirements of the Inter-local Agreement.

### 2024-2025 Projects Completed

#### **1. Complete a National Registration Riverside Park in Laurel.**

Time Frame: Draft nomination by summer 2024  
Who: YHPB Board, HPO/WHC, City of Laurel  
Status: YHPB has allocated hours to allow the WHC to work on the nomination. Board has also volunteered to assist in reading over narratives and other tasks associated with the creation of the nomination.

#### **2. Complete an update to the YHPB Downtown Walking Tour Application. With funds from SHPO, this is currently being updated through the Western Heritage Center.**

Time Frame: Summer, 2024  
Who: YHPB, WHC, HPO  
Status: The YHPB was provided cash and in-kind match for the SHPO fund.

#### **3. Through additional SHPO funds, the YHPB was able to purchase two Window Restoration Toolkit from Preserve Montana. This spring the YHPB will host hands-on work shop to teach basic window restoration.**

Time Frame: Spring, 2024  
Who: YHPB, WHC, HPO, Preserve Montana  
Status: Identifying local partners in the building of the toolkit.

### 2025-2026 Projects

1. YHPB will look to develop a local program similar to the State Historic Preservation Offices' Montana Hidden History. Two suggestions have been a tour of the Lincoln Center Tunnels and a Cohagen House Tour. This would be an opportunity for the YHPB to generate some income towards historic preservation activities, such as funds for local match of grants, program development, limited survey and national register work, etc.

Time Frame: Throughout 2025 and beyond – Lincoln Center Tunnels during May (Preservation Month)

Who: YHPB, HPO, WHC

Status: Early stages of discussion and development

- 2. Complete an MPD for Chandler Cohagen properties with the City of Billings. Additional SHPO funding has been allowed for this project. The WHC is currently developing this package.**

Time Frame: Through fall of 2025

Who: WHC, YHPB, HPO

Status: Early stages of discussion and development

- 3. Update and improve the YHPB web presence. The YHPB would like to have a better face on the internet and provide those seeking information about the many historic items in Yellowstone County and Billings, an easy to navigate formatted page.**

Time Frame: Through fall of 2025

Who: WHC, YHPB, HPO

Status: Early stages of discussion and development

### **Annual Board Activities**

- 1. Continue the review of building permits submitted for properties located within the designated historic district.**

Time Frame: Ongoing

Who: Committee and HPO

- 2. Continue the review of Community Development Block Grant rehabilitation projects as needed.**

Time Frame: Ongoing

Who: YHPB/WHC

- 3. To continually update the local governing bodies of the activities undertaken by the YHPB, annual PowerPoint Presentations will be made to the City of Billings, the City of Laurel and Yellowstone County.**

Time Frame: Yearly

Who: Chair/WHC/HPO

Status: The scheduling of these meetings will take place yearly during spring.

- 4. To provide up to date information to the general public, continually update the web site and social media sites on activities and programs.**

Time Frame: Ongoing

Who: WHC

- 5. Provide resources to property owners who are interested in listing a property to the National Register. Including State Historic Preservation Office contacts, literature and technical assistance.**

Time Frame: Ongoing  
Who: YHPB Board/HPO/WHC

- 6. Expand YHPB meetings to alternate locations. To take advantage of some of our many historic venues, the board wishes to expand meetings to alternate locations.**

Time Frame: Ongoing  
Who: HPO/WHC

- 7. Due to a loss of potential historic buildings within the City of Billings, an effort is being made to notify WHC and a member of the board about upcoming demolitions. The Building Division notifies HPO on the release of demolition permits, HPO notifies members of the demolition and a determination is made to either document/photograph building.**

Time Frame: Ongoing  
Who: HPO/WHC/Board

- 8. Continue exploration of grant opportunities to provide additional funds to the YHPB for historic preservation projects.**

Time Frame: Ongoing  
Who: HPO/WHC

- 9. Consultant, Historic Preservation Officer and YHPB will attend training meetings as needed. Historic Preservation Officer will attend the required annual Montana State Historic Preservation Conference.**

Time Frame: Ongoing  
Who: WHC/HPO

- 10. To provide a forum for Historic Preservationist to share their successes and discuss projects and to present historic preservation awards, continue to host the Historic Preservation Roundtable yearly.**

Time Frame: Yearly  
Who: WHC/HPO/Board  
Status: Preservation Month - March

- 11. Celebrate National Historic Preservation Month. Board will decide on a program, speakers and other events to commemorate this event.**

Time Frame: Yearly  
Who: Committee/WHC  
Status: This event will occur yearly during May.

- 12. YHPB will investigate and identify opportunities to display the YHPB banners.**

Time Frame: Yearly  
Who: YHPB, HPO, WHC

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Anti-Graffiti fund donation of \$2,500 from Rimrock Credit Union  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends the City Council accept the \$2,500 donation from the Rimrock Federal Credit Union. These funds have been donated specifically to the Anti-Graffiti Fund to support Code Enforcement's continued efforts to abate graffiti. These funds may also be used for the graffiti reward program.

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

The City Council approved a Graffiti Fund Resolution at its April 8, 2024 business meeting. The resolution was established as an anti-graffiti fund per BMCC Section 18-1116, and set a reward amount for information leading to the conviction of a graffiti vandal. The fund currently has a balance of approximately \$5,700. This donation will bring the balance to about \$8,200. There have not been any rewards made so far. Council policy is to approve donations to the City that exceed \$500 and to recognize those in the community who generously give to support City service efforts.

**STAKEHOLDERS**

The community is benefiting from the formation of this fund and the generous donations we have received to support it so far. Many locations with graffiti have been cleaned up across the City in 2024 in part due to the support of the fund for some supplies.

**ALTERNATIVES**

City Council may:

- Approve the donation of \$2,500 to the Anti-Graffiti Fund; or,
- Not Approve the donation of \$2,500 to the Anti-Graffiti Fund. Not approving the donation would be contrary to the Council forming the Graffiti Reward Program in 2024 to enable funds to be collected to incentivize reports that lead to conviction of graffiti taggers.

**FISCAL EFFECTS**

There is only positive impact to the General Fund or Code Enforcement's main budget as the funds will be placed in the AntiGraffiti Fund to support graffiti abatement and issuance of graffiti rewards.

---

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Acceptance of Various Donations to the Billings Police Department in the Amount of \$1,500  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends that City Council accept donations totaling \$1,500.

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

Council policy requires that any donation greater than \$500 must be approved by the City Council. City Council is being asked to accept two donations totaling \$1,500. One donation from Empire Roofing in the amount of \$1,000 will be used to sponsor Camp Blue. Camp Blue is an opportunity for incoming 7th graders to spend a week with various first responders with the goal of building positive relationships to help mold them into school and community leaders. These funds will go to help cover the cost of transportation, lunches, snacks, t-shirts and other activities throughout the week.

The other donation in the amount of \$500 was donated from a community member with the instruction to be used as the Billings Police Department needs.

**STAKEHOLDERS**

n/a

**ALTERNATIVES**

City Council may:

- Approve the donations to the Billings Police Department in the amount of \$1,500 or;
- Disapprove the donations to the Billings Police Department in the amount of \$1,500 and provide further direction to staff.

**FISCAL EFFECTS**

There is no impact on the General Fund since all activities will be supported by donations.

---

**City Council Regular**

**Date:** 02/10/2025  
**Title:** SID 1428 Annafeld Subdivision, 5th Filing Streetlights  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** NA

---

**RECOMMENDATION**

Staff recommends that Council approve the Resolution of Intent to Create SID 1428 and set a public hearing date for March 10, 2025.

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

McCall Development Inc., the developer of Annafeld Subdivision, 5th Filing, desires to construct public improvements in the subdivision that include streetlights. McCall Development would like to complete these improvements utilizing a special improvement district which is allowed through the Subdivision Improvements Agreement for the subdivision. Annafeld Subdivision, 5th Filing, is located south of Elysian Road near Elysian School. The streetlights will be installed along each street frontage. The streetlights will be maintained by the Homeowners Association until all of Annafeld Subdivision is completed. At that point, a Special Improvement Light Maintenance District (SILMD) will be created for maintenance.

McCall Development previously constructed the streets and underground utilities (water, sewer, and storm drain) within Annafeld Subdivision, 5th Filing, totaling \$2,259,200.00 worth of improvements. These improvements count toward the required improvements in order to meet the requirements of the City's Raw Land District Requirements (Resolution No. 05-18234). The previously constructed improvements represent approximately 90% of the total improvement costs when including street, utility, and streetlight improvements.

This action is for notice of intent to create the SID and set a public hearing for March 10, 2025, at which time the district may be created.

**ALTERNATIVES**

The Council may:  
• Approve the Resolution of Intent to Create SID 1428 and set a public hearing for the March 10, 2025, City Council Meeting; or  
• Not approve the Resolution of Intent to Create SID 1428. If not approved, the streetlight improvements will have to be constructed with a private contract.

**FISCAL EFFECTS**

The total estimated costs of the improvements are \$248,000, which will be paid from the sale of SID bonds and assessed to the properties within the SID boundary. If the costs are greater than the estimated amount, the developer will pay the additional cost.

---

**Attachments**

Map of Area  
Resolution of Intent

# EXHIBIT A

## LIGHTING EXHIBIT

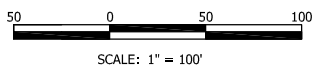
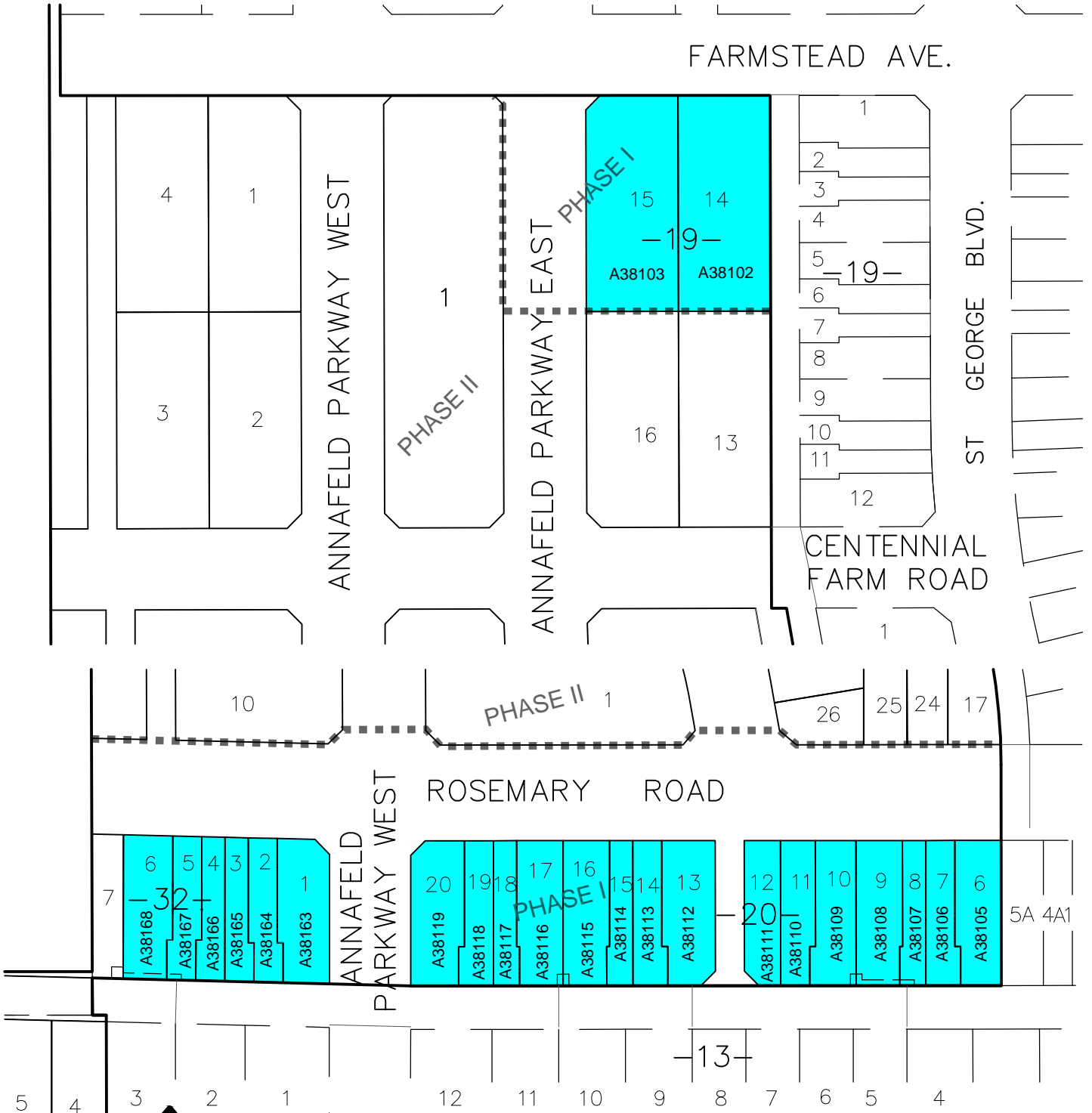
ANNAFELD SUBDIVISION, FIFTH FILING PHASE I

PREPARED FOR : CITY OF BILLINGS

SEPTEMBER, 2024

PREPARED BY : 

BILLINGS, MONTANA





CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the City), hereby certify that the attached resolution is a true copy of Resolution No. \_\_\_\_\_, entitled: **RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1428; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND** (the "Resolution") was duly adopted by the City Council of the City at a meeting on February 10, 2025; that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: \_\_\_\_\_;  
\_\_\_\_\_;  
voted against the same: \_\_\_\_\_;  
\_\_\_\_\_;  
or were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Denise Bohlman  
City Clerk

RESOLUTION NO. 25-\_\_\_\_\_

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 1428; DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO CREATE THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

BE IT RESOLVED by the City Council of the City of Billings, Montana (the "City"), as follows:

Section 1. Proposed Improvements; Intention to Create District. The City proposes to undertake certain local improvements within Annafeld Subdivision Fifth Filing (the "Annafeld Subdivision") as more particularly described herein (the "Improvements") to benefit certain properties located in the City as more particularly described herein. The costs of the Improvements are to be assessed as more particularly described herein. It is the intention of this Council to create and establish in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41, 42 and 43, as amended, Special Improvement District No. 1428 (the "District") for the purpose of undertaking the Improvements and assessing the properties in the District for the costs thereof.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Special Improvement District No. 1428 of the City of Billings, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A list of each of the properties in the District is shown on Exhibit F hereto (which is hereby incorporated herein and made a part hereof) and each of the property owners in the District is shown on Exhibit D hereto. The Annafeld Subdivision is coterminous with the boundaries of the District.

Section 4. General Character of the Improvements. The general character of the Improvements, as shown in Exhibit E, consists of the construction and installation of streetlights within the District.

Section 5. Engineer and Estimated Costs of the Improvements. The Engineer for the Improvements is Sanbell who has been selected by McCall Development, Inc., the owner of all of the properties in the District and developer of the Annafeld Subdivision (the "Developer"), as more particularly described in Section 8(f). The Engineer has estimated that the costs of the Improvements (including engineering, design and construction administration costs) are \$248,000 as more particularly described on Exhibit C hereto (which is hereby incorporated herein and made a part hereof) and such costs have been reviewed by the City's Public Works Department. Costs of the Improvements include costs of the construction and installation of the Improvements, costs for the

creation of the District, costs of funding a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund"), costs associated with the sale of the Bonds (as hereinafter defined), and all other incidental costs (including engineering, design and construction administration costs).

Section 6. Property to be Assessed; Assessment Methodologies.

6.1. Property to be Assessed. The properties in the District will benefit from, and be benefited by, the Improvements and will be assessed for costs of the Improvements as specified in Sections 6 and 7. Costs of the Improvements shall be assessed against the property in the District based on the area option method described in Sections 7-12-4162 and 7-12-4323, M.C.A., as particularly applied and set forth in this Section 6.

6.2 Assessment Methodology.

(a) Area Option Method. Each property within the District will be assessed for that portion of the total costs of the Improvements that the assessable area of such property bears to the total assessable area of all properties in the District. The total assessable area of all properties to be assessed is 213,203 square feet. The costs of the Improvements to be assessed against properties in the District, per square foot of assessable area, are estimated to be \$1.1632106.

6.3. Assessment Methodology Equitable and Consistent With Benefit. This Council hereby determines that the method of assessment and the assessment of costs of the Improvements against the properties in the District as prescribed in this Section 6 are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the properties to be assessed therefor. In addition, the Subdivision Improvements Agreement for the Annafeld Subdivision provides that the streetlight improvements will be borne by the landowners through either a private contract or the creation of a Special Improvement District.

Section 7. Payment for Improvements. Costs of the Improvements are to be paid from the proceeds of Special Improvement District Bonds (the "Bonds") in an aggregate principal amount not to exceed \$248,000.00.

Section 8. Bond Financing; Pledge of Revolving Fund; Findings and Determinations. The Bonds will be repaid from the assessments for costs of the Improvements, together with interest thereon calculated pursuant to Section 7-12-4189, M.C.A., to be levied against the properties in the District. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 15 years, each in equal semiannual installments as this Council shall prescribe in the resolution authorizing the issuance of the Bonds. Principal of and interest on the Bonds will be paid from such assessments.

All property owners in the District shall have the opportunity to prepay their assessments prior to sale of the Bonds. After the Bonds are issued, all property owners in the District have the right to

prepay assessments as provided by law.

This Council further finds that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bonds by the Revolving Fund and hereby authorizes the City to enter into the undertakings and agreements authorized in Section 7-12-4225 in respect of the Bonds.

In determining to authorize the issuance of the Bonds and the pledge of the Revolving Fund therefor, this Council has taken into consideration the following factors:

(a) Estimated Market Value of Parcels. The estimated market value of the properties in the District as of the date of adoption of this resolution, as estimated by the County Assessor, has not been established. The lots are mostly vacant and street and utility improvements were constructed and installed in 2024 by the Developer, as more particularly described in Section 8(f). The special assessments to be levied against the properties in the District are less than the increase in estimated value of the properties as a result of the construction of the Improvements. All of the properties in the District are zoned Planned Unit Development.

(b) Diversity of Property Ownership. There are a total of 69 properties in the District, all currently owned by the Developer. No improvements, public or private, are located on any of the properties within the District, other than the street and utility improvements, as more particularly described in Section 8(f).

(c) Comparison of Special Assessments, Property Taxes and Market Value. Based on an analysis of the aggregate amount of the proposed assessments, any outstanding assessments (whether or not delinquent), and any delinquent property taxes (as well as any known industrial development bonds theretofore issued and secured by a mortgage against a property in the District) against each property in the District in comparison to the estimated market value of such property after the Improvements, the City concludes that, overall, the estimated market value of the properties in the District following the completion of the Improvements will exceed the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit F.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties in the District is set forth in Exhibit F, which analysis shows that of 69 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. Street lights are being built in the public right-of-way and serve a public benefit.

(f) Other Factors. The Annafeld Subdivision is located in the southwestern part of the City, south of Elysian Road. This is one of the fastest growing areas within the City. The

Developer intends to undertake the development of a residential community, which will include a diverse mix of single family, cottage, town home and apartment living options, with approximately 1000 total residences. In 2024, the Developer installed the streets and utilities serving the properties in the Annafeld Subdivision 5<sup>th</sup> Filing. The costs of the street and utility improvements (\$2,259,200.00) have been reviewed by the City's Public Works Department. The street and utility improvements are solely within the boundaries of the District and in accordance with the City's Special Improvement District Policy regarding raw land subdivisions as set forth in Resolution No. 05-18234 adopted by the Council on January 24, 2005 (the "Raw Land Policy") shall constitute On-Site Improvements (i.e., those improvements located within the boundaries of a Special Improvement District) in satisfaction of the requirement that the Developer directly pay or finance 50% or more of the costs of the On-Site Improvements in connection with the of the District and the issuance of the Bonds. The costs of the street and utility improvements, when combined with the costs of the Improvements, represent 90% of the total On-Site Improvements.

#### Section 9. Reimbursement Expenditures.

9.1 Regulations. The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

9.2 Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Improvements have been paid by the City before the date 60 days before the date of adoption of this resolution.

9.3 Declaration of Intent. The City reasonably expects to reimburse the expenditures made for costs of the Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$248,000.00 after the date of payment of all or a portion of the costs of the Improvements. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the

Regulations.

9.4 Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Improvements, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

9.5 Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Improvements. Each allocation shall be evidence by an entry on the official books and records of the City maintained for the Bonds or the Improvements and shall specifically identify the actual original expenditure being reimbursed.

Section 10. Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the City Clerk until 12:00 p.m., M.T., on the expiration date of said 15-day period (March 1, 2025), written protest against the proposed Improvements, or against the extension or creation of the District or both, and this Council will at its next regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said, regular meeting will be held on Monday the 10<sup>th</sup> day of March, 2025, at 5:30 p.m., in the Council Chambers, at 316 North 26<sup>th</sup> Street, 5<sup>th</sup> Floor, in Billings, Montana.

Section 11. Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Yellowstone County News*, a newspaper of general circulation in Yellowstone County on February 14 and February 21, 2025, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation, with real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 10<sup>th</sup> day of February 2025.

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Mayor

Attest:

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City Clerk

# EXHIBIT A

## LIGHTING EXHIBIT

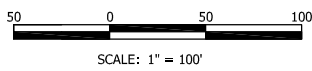
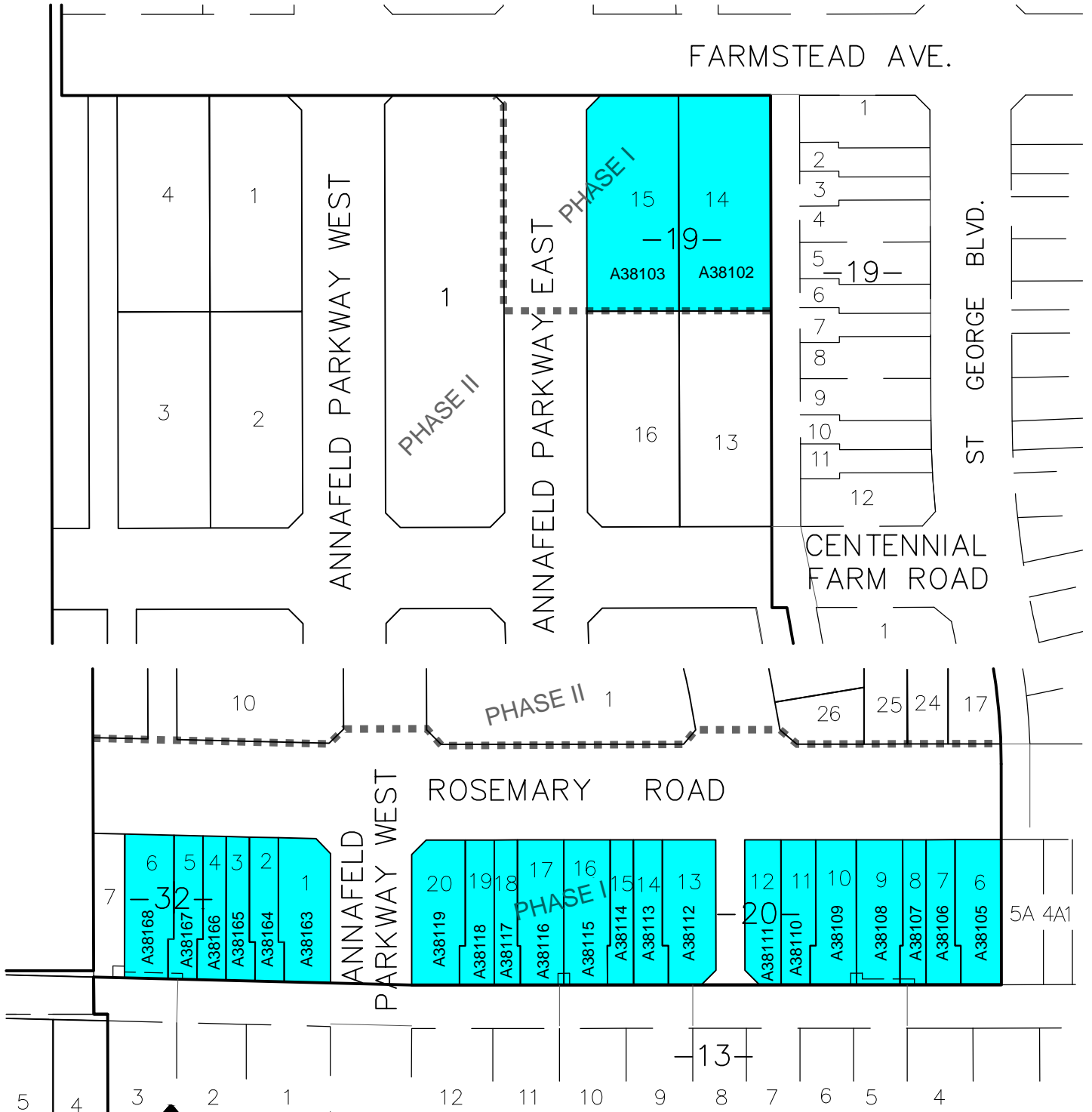
ANNAFELD SUBDIVISION, FIFTH FILING PHASE I

PREPARED FOR : CITY OF BILLINGS

SEPTEMBER, 2024

PREPARED BY : 

BILLINGS, MONTANA



# EXHIBIT A

## LIGHTING EXHIBIT

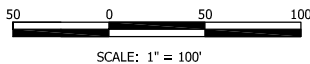
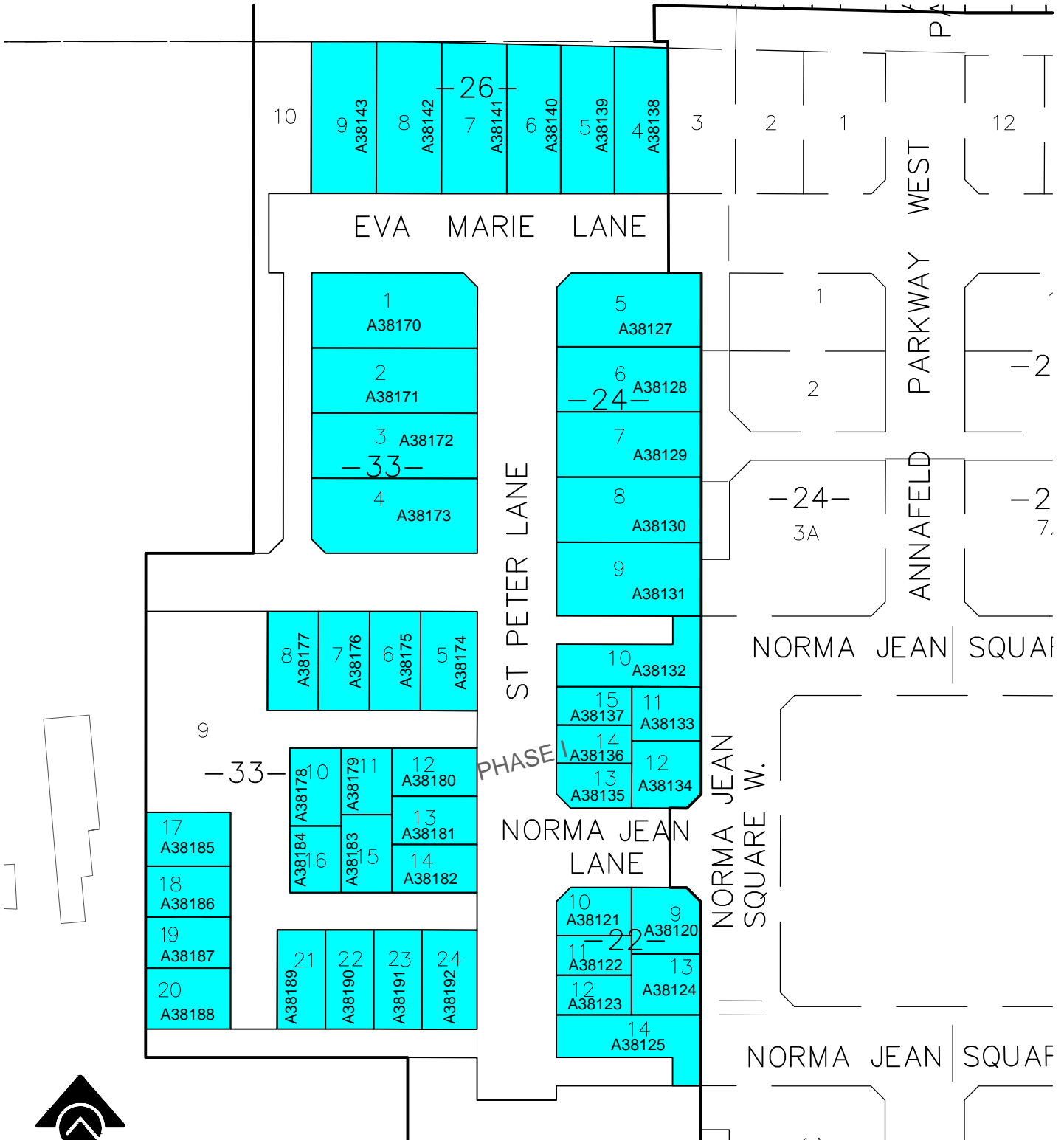
ANNAFELD SUBDIVISION, FIFTH FILING PHASE I

PREPARED FOR : CITY OF BILLINGS

SEPTEMBER, 2024

PREPARED BY : 

BILLINGS, MONTANA



## SID 1428 EXHIBIT B

SID 1428 includes Annafeld Subdivision 5<sup>th</sup> Filing Block 19, Lots 14 & 15; Block 20, Lots 6-20; Block 32, Lots 1-6; Block 26, Lots 4-9; Block 24, Lots 5-15; Block 22, Lots 9-14; Block 33, Lots 1-8, Lots 10-24.

## SID 1428 Annafeld 5th Filing Parks and Streetlights

### Exhibit C Engineers Estimate of Probable Cost

Prepared By: City of Billings

| Item Number | Description                     | Quantity | Unit | Engineers Estimate |                     |
|-------------|---------------------------------|----------|------|--------------------|---------------------|
|             |                                 |          |      | Unit Prices        | Amount              |
|             |                                 |          |      | Dollars            | Dollars             |
| 401         | Mobilization/Demobilization     | 1        | LS   | \$1,000.00         | \$1,000.00          |
| 402         | Taxes, Bonds, Insurance         | 1        | LS   | \$1,910.00         | \$1,910.00          |
| 403         | Traffic Control                 | 1        | LS   | \$600.00           | \$600.00            |
| 404         | 1 1/2-inch PVC Conduit          | 2,400    | LF   | \$10.15            | \$24,360.00         |
| 405         | Type 1 Pull Box - Composite     | 32       | EA   | \$733.85           | \$23,483.20         |
| 406         | Foundation - Concrete           | 9        | CY   | \$2,128.00         | \$19,152.00         |
| 408         | Conductor - Copper - AWG8-600V  | 4,800    | LF   | \$1.40             | \$6,720.00          |
| 409         | Conductor - Copper - AWG10-600V | 2,400    | LF   | \$1.07             | \$2,568.00          |
| 410         | Decorative Luminaire Standard   | 17       | EA   | \$4,061.00         | \$69,037.00         |
| 411         | High Efficacy Luminaire - LED   | 17       | EA   | \$1,896.00         | \$32,232.00         |
| 412         | Service Assembly - 200A         | 3        | EA   | \$2,807.00         | \$8,421.00          |
|             |                                 |          |      | Sub-Total          | <b>\$189,483.20</b> |
|             |                                 |          |      | Contingency (10%)  | \$18,948.32         |
|             |                                 |          |      | Engineering        | \$9,008.48          |
|             |                                 |          |      | <b>Total</b>       | <b>\$217,440.00</b> |
|             |                                 |          |      | Finance Fee        | \$1,200.00          |
|             |                                 |          |      | Revolving Fund 5%  | \$12,400.00         |
|             |                                 |          |      | Bond Discount 2%   | \$4,960.00          |
|             |                                 |          |      | Issuance Costs     | \$12,000.00         |
|             |                                 |          |      |                    | <b>\$248,000.00</b> |
|             |                                 |          |      | Total Area         | 213,203             |
|             |                                 |          |      | Cost per SF        | \$1.1632106         |

**SID 1428 Annafeld 5th Filing Streetlights**  
**Exhibit D Property Owner Description and Assessment**  
**Prepared By: City of Billings**

| TAX ID | OWNER                                                                         | OWNER                    | MAILING ADDRESS             | CITY     | STATE | ZIP CODE | Lot | Block | LOT AREA | ASSESSMENT #1<br>STREETLIGHT<br>\$1.433/SF |
|--------|-------------------------------------------------------------------------------|--------------------------|-----------------------------|----------|-------|----------|-----|-------|----------|--------------------------------------------|
| A38102 | Kennedy & Connor Langel<br>6158 Johannis Meadow Lane Billings, Mt<br>59101    | Kennedy & Connor Langel  | 6158 Johannis Meadow Lane   | BILLINGS | MT    | 59101    | 14  | 19    | 9441     | \$10,981.87                                |
| A38103 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 15  | 19    | 9401     | \$10,935.34                                |
| A38105 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 6   | 20    | 3092     | \$3,596.65                                 |
| A38106 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 7   | 20    | 2108     | \$2,452.05                                 |
| A38107 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 8   | 20    | 1654     | \$1,923.95                                 |
| A38108 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 9   | 20    | 3146     | \$3,659.46                                 |
| A38109 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 10  | 20    | 2908     | \$3,382.62                                 |
| A38110 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 11  | 20    | 2292     | \$2,666.08                                 |
| A38111 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 12  | 20    | 2450     | \$2,849.87                                 |
| A38112 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 13  | 20    | 3524     | \$4,099.15                                 |
| A38113 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 14  | 20    | 2108     | \$2,452.05                                 |
| A38114 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 15  | 20    | 1654     | \$1,923.95                                 |
| A38115 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 16  | 20    | 3146     | \$3,659.46                                 |
| A38116 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 17  | 20    | 3146     | \$3,659.46                                 |
| A38117 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 18  | 20    | 1654     | \$1,923.95                                 |
| A38118 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 19  | 20    | 2108     | \$2,452.05                                 |
| A38119 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 20  | 20    | 3547     | \$4,125.91                                 |
| A38120 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 9   | 22    | 2249     | \$2,616.06                                 |
| A38121 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 10  | 22    | 1748     | \$2,033.29                                 |
| A38122 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 11  | 22    | 1484     | \$1,726.20                                 |
| A38123 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 12  | 22    | 1484     | \$1,726.20                                 |
| A38124 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 13  | 22    | 2107     | \$2,450.88                                 |
| A38125 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 14  | 22    | 3460     | \$4,024.71                                 |
| A38127 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 5   | 24    | 5254     | \$6,111.51                                 |
| A38128 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 6   | 24    | 4692     | \$5,457.78                                 |
| A38129 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 7   | 24    | 4692     | \$5,457.78                                 |
| A38130 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 8   | 24    | 4692     | \$5,457.78                                 |
| A38131 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 9   | 24    | 5304     | \$6,169.67                                 |
| A38132 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 10  | 24    | 3460     | \$4,024.71                                 |
| A38133 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 11  | 24    | 1862     | \$2,165.90                                 |
| A38134 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 12  | 24    | 2284     | \$2,656.77                                 |
| A38135 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 13  | 24    | 1626     | \$1,891.38                                 |
| A38136 | Mccall Development, Inc.<br>1536 Mullooney Lane Ste 100 Billings, Mt<br>59101 | McCall Development, Inc. | 1536 Mullooney Lane STE 100 | BILLINGS | MT    | 59101    | 14  | 24    | 1431     | \$1,664.55                                 |



**SID 1428 Annafeld Sub 5th Filing Streetlights**  
**Exhibit E Description of Improvements**  
**Prepared by: City of Billings**

Special Improvement District No. 1428 shall construct streetlights serving Annafeld Subdivision 5th Filing within the City of Billings.

**SID 1428 Annafeld 5th Filing Streetlights**  
**Exhibit F Property Market Value and Delinquency**  
**Prepared By: City of Billings**

| TAX I.D. NUMBER | PREVIOUS SID # | PREVIOUS SID PAY-OFF | DELINQUENT    | SID 1428 ASSESSMENT | SID 1428 ASSESSMENT | SID PAY-OFF + DELINQUENT + ESTIMATED MARKET VALUE | ESTIMATED MARKET VALUE AFTER IMPROVEMENTS |
|-----------------|----------------|----------------------|---------------|---------------------|---------------------|---------------------------------------------------|-------------------------------------------|
| A38102          |                |                      |               | \$10,981.87         | \$10,981.87         |                                                   | \$10,981.87                               |
| A38103          |                |                      |               | \$10,935.34         | \$10,935.34         |                                                   | \$10,935.34                               |
| A38105          |                |                      |               | \$3,596.65          | \$3,596.65          |                                                   | \$3,596.65                                |
| A38106          |                |                      |               | \$2,452.05          | \$2,452.05          |                                                   | \$2,452.05                                |
| A38107          |                |                      |               | \$1,923.95          | \$1,923.95          |                                                   | \$1,923.95                                |
| A38108          |                |                      |               | \$3,659.46          | \$3,659.46          |                                                   | \$3,659.46                                |
| A38109          |                |                      |               | \$3,382.62          | \$3,382.62          |                                                   | \$3,382.62                                |
| A38110          |                |                      |               | \$2,666.08          | \$2,666.08          |                                                   | \$2,666.08                                |
| A38111          |                |                      |               | \$2,849.87          | \$2,849.87          |                                                   | \$2,849.87                                |
| A38112          |                |                      |               | \$4,099.15          | \$4,099.15          |                                                   | \$4,099.15                                |
| A38113          |                |                      |               | \$2,452.05          | \$2,452.05          |                                                   | \$2,452.05                                |
| A38114          |                |                      |               | \$1,923.95          | \$1,923.95          |                                                   | \$1,923.95                                |
| A38115          |                |                      |               | \$3,659.46          | \$3,659.46          |                                                   | \$3,659.46                                |
| A38116          |                |                      |               | \$3,659.46          | \$3,659.46          |                                                   | \$3,659.46                                |
| A38117          |                |                      |               | \$1,923.95          | \$1,923.95          |                                                   | \$1,923.95                                |
| A38118          |                |                      |               | \$2,452.05          | \$2,452.05          |                                                   | \$2,452.05                                |
| A38119          |                |                      |               | \$4,125.91          | \$4,125.91          |                                                   | \$4,125.91                                |
| A38120          |                |                      |               | \$2,616.06          | \$2,616.06          |                                                   | \$2,616.06                                |
| A38121          |                |                      |               | \$2,033.29          | \$2,033.29          |                                                   | \$2,033.29                                |
| A38122          |                |                      |               | \$1,726.20          | \$1,726.20          |                                                   | \$1,726.20                                |
| A38123          |                |                      |               | \$1,726.20          | \$1,726.20          |                                                   | \$1,726.20                                |
| A38124          |                |                      |               | \$2,450.88          | \$2,450.88          |                                                   | \$2,450.88                                |
| A38125          |                |                      |               | \$4,024.71          | \$4,024.71          |                                                   | \$4,024.71                                |
| A38127          |                |                      |               | \$6,111.51          | \$6,111.51          |                                                   | \$6,111.51                                |
| A38128          |                |                      |               | \$5,457.78          | \$5,457.78          |                                                   | \$5,457.78                                |
| A38129          |                |                      |               | \$5,457.78          | \$5,457.78          |                                                   | \$5,457.78                                |
| A38130          |                |                      |               | \$5,457.78          | \$5,457.78          |                                                   | \$5,457.78                                |
| A38131          |                |                      |               | \$6,169.67          | \$6,169.67          |                                                   | \$6,169.67                                |
| A38132          |                |                      |               | \$4,024.71          | \$4,024.71          |                                                   | \$4,024.71                                |
| A38133          |                |                      |               | \$2,165.90          | \$2,165.90          |                                                   | \$2,165.90                                |
| A38134          |                |                      |               | \$2,656.77          | \$2,656.77          |                                                   | \$2,656.77                                |
| A38135          |                |                      |               | \$1,891.38          | \$1,891.38          |                                                   | \$1,891.38                                |
| A38136          |                |                      |               | \$1,664.55          | \$1,664.55          |                                                   | \$1,664.55                                |
| A38137          |                |                      |               | \$1,664.55          | \$1,664.55          |                                                   | \$1,664.55                                |
| A38138          |                |                      |               | \$4,548.15          | \$4,548.15          |                                                   | \$4,548.15                                |
| A38139          |                |                      |               | \$4,607.48          | \$4,607.48          |                                                   | \$4,607.48                                |
| A38140          |                |                      |               | \$4,649.35          | \$4,649.35          |                                                   | \$4,649.35                                |
| A38141          |                |                      |               | \$5,682.28          | \$5,682.28          |                                                   | \$5,682.28                                |
| A38142          |                |                      |               | \$5,733.47          | \$5,733.47          |                                                   | \$5,733.47                                |
| A38143          |                |                      |               | \$5,738.12          | \$5,738.12          |                                                   | \$5,738.12                                |
| A38163          |                |                      |               | \$3,970.04          | \$3,970.04          |                                                   | \$3,970.04                                |
| A38164          |                |                      |               | \$2,310.14          | \$2,310.14          |                                                   | \$2,310.14                                |
| A38165          |                |                      |               | \$1,971.64          | \$1,971.64          |                                                   | \$1,971.64                                |
| A38166          |                |                      |               | \$1,976.29          | \$1,976.29          |                                                   | \$1,976.29                                |
| A38167          |                |                      |               | \$2,305.48          | \$2,305.48          |                                                   | \$2,305.48                                |
| A38168          |                |                      |               | \$3,793.23          | \$3,793.23          |                                                   | \$3,793.23                                |
| A38170          |                |                      |               | \$7,143.28          | \$7,143.28          |                                                   | \$7,143.28                                |
| A38171          |                |                      |               | \$6,255.75          | \$6,255.75          |                                                   | \$6,255.75                                |
| A38172          |                |                      |               | \$6,255.75          | \$6,255.75          |                                                   | \$6,255.75                                |
| A38173          |                |                      |               | \$7,144.44          | \$7,144.44          |                                                   | \$7,144.44                                |
| A38174          |                |                      |               | \$3,256.99          | \$3,256.99          |                                                   | \$3,256.99                                |
| A38175          |                |                      |               | \$2,931.29          | \$2,931.29          |                                                   | \$2,931.29                                |
| A38176          |                |                      |               | \$2,931.29          | \$2,931.29          |                                                   | \$2,931.29                                |
| A38177          |                |                      |               | \$2,931.29          | \$2,931.29          |                                                   | \$2,931.29                                |
| A38178          |                |                      |               | \$2,303.16          | \$2,303.16          |                                                   | \$2,303.16                                |
| A38179          |                |                      |               | \$1,968.15          | \$1,968.15          |                                                   | \$1,968.15                                |
| A38180          |                |                      |               | \$2,372.95          | \$2,372.95          |                                                   | \$2,372.95                                |
| A38181          |                |                      |               | \$2,372.95          | \$2,372.95          |                                                   | \$2,372.95                                |
| A38182          |                |                      |               | \$2,372.95          | \$2,372.95          |                                                   | \$2,372.95                                |
| A38183          |                |                      |               | \$2,303.16          | \$2,303.16          |                                                   | \$2,303.16                                |
| A38184          |                |                      |               | \$1,968.15          | \$1,968.15          |                                                   | \$1,968.15                                |
| A38185          |                |                      |               | \$2,652.12          | \$2,652.12          |                                                   | \$2,652.12                                |
| A38186          |                |                      |               | \$2,512.54          | \$2,512.54          |                                                   | \$2,512.54                                |
| A38187          |                |                      |               | \$2,512.54          | \$2,512.54          |                                                   | \$2,512.54                                |
| A38188          |                |                      |               | \$3,001.08          | \$3,001.08          |                                                   | \$3,001.08                                |
| A38189          |                |                      |               | \$2,768.44          | \$2,768.44          |                                                   | \$2,768.44                                |
| A38190          |                |                      |               | \$2,768.44          | \$2,768.44          |                                                   | \$2,768.44                                |
| A38191          |                |                      |               | \$2,768.44          | \$2,768.44          |                                                   | \$2,768.44                                |
| A38192          |                |                      |               | \$3,175.57          | \$3,175.57          |                                                   | \$3,175.57                                |
| <b>AVERAGE</b>  | <b>#DIV/0!</b> | <b>\$0.00</b>        | <b>\$0.00</b> | <b>\$3,594.20</b>   | <b>\$3,594.20</b>   | <b>#DIV/0!</b>                                    | <b>\$3,594.20</b>                         |
| <b>MEDIAN</b>   | <b>#NUM!</b>   | <b>\$0.00</b>        | <b>\$0.00</b> | <b>\$2,849.87</b>   | <b>\$2,849.87</b>   | <b>#NUM!</b>                                      | <b>\$2,849.87</b>                         |
| <b>LOW</b>      | <b>\$0.00</b>  | <b>\$0.00</b>        | <b>\$0.00</b> | <b>\$1,664.55</b>   | <b>\$1,664.55</b>   | <b>\$0.00</b>                                     | <b>\$1,664.55</b>                         |
| <b>HIGH</b>     | <b>\$0.00</b>  | <b>\$0.00</b>        | <b>\$0.00</b> | <b>\$10,981.87</b>  | <b>\$10,981.87</b>  | <b>\$0.00</b>                                     | <b>\$10,981.87</b>                        |

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Graffiti Reward Fund Resolution 24-11193 - Claims Language Amendment  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council amend the language in Resolution 24-11193, item 3 Review of Claims, to match the amended language in the Graffiti ordinance BMCC Section 18-1100.

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

At the January 6, 2025, City Council Work Session, staff brought a proposed language amendment to Resolution 24-11193, which established a Graffiti Reward fund. This resolution was adopted and approved by City Council on April 8, 2024. Staff reviewed language in the Graffiti ordinance BMCC 18-1100 regarding the process of approving rewards from this fund and made some recommended amendments. Council discussed and approved the language amendments to the resolution at the January 6, 2025 work session. The resolution did not require a public hearing and is being presented to City Council at the regular business meeting for approval. The language amendments in Resolution 24-11193 will mirror the already approved language amendments in BMCC 18-1100.

A red-lined and a clean version of the resolution are attached to this staff memo.

**STAKEHOLDERS**

Approving the suggested language amendments to Resolution 24-11193 will expedite the graffiti reward process by routing the reward submission form through staff for reward payment to the applicant.

**ALTERNATIVES**

City Council may:

- Approve the amendment to Resolution 24-11193; or,
- Not Approve the amendment to Resolution 24-11193. Not approving the amendment would conflict with already approved language in the Graffiti ordinance BMCC 18-1100 establishing the reward fund.

**FISCAL EFFECTS**

There are no negative effects to the budget or anti-graffiti fund. The language amendment will allow for expedited payments of rewards to applicants, which could encourage additional reporting of graffiti vandals to law enforcement.

**SUMMARY**

Staff recommends approval of the suggested language amendments to Resolution 24-11193 at submitted.

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**Attachments**

Graffiti Resolution 24-11193 red lined  
Graffiti Resolution 24-11193 clean

RESOLUTION 24-11193

**A RESOLUTION ESTABLISHING PER SECTION 18-1116, BILLINGS MONTANA CITY CODE (BMCC) A GRAFFITI REWARD FUND TO ENCOURAGE THE REPORTING OF GRAFFITI VANDALISM AND LEAD TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF GRAFFITI VANDALS**

WHEREAS, Section 18-1116 Billings, Montana City Code (BMCC) provides that the City shall create an anti-graffiti fund to include payment of rewards for information leading to the identification, apprehension, and conviction of a person found guilty of graffiti vandalism, and

WHEREAS the prevention of graffiti vandalism is important to the City and establishing a reward will encourage reporting; and

WHEREAS increased reporting of graffiti vandalism is a mechanism to deter such behavior; and

WHEREAS, the City Council has duly considered the matter and is establishing an anti-graffiti fund in BMCC Section 18-1116.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. REWARD AMOUNT: The amount of \$500.00 for information leading to the conviction of a person found guilty of graffiti vandalism.
2. CLAIMS FOR REWARDS: Each claim shall be filed in writing to the City Clerk and shall specifically identify the date, location, and kind of property damaged or destroyed; identify by name the person who was convicted; and identify the court and the date upon which the conviction occurred.
3. REVIEW OF CLAIMS: The City Administrator shall review each claim for reward submitted and either ~~approve~~ ~~accept~~, ~~accept~~ ~~approve~~ in part, or deny the claim. No claim for reward shall be ~~accepted~~ ~~approved~~ by the City ~~Council~~ ~~Administrator~~ unless the City investigates and verifies the accuracy of the claim and determines the requirements have been satisfied.
4. INELIGIBLE CLAIMANTS: No law enforcement officer, municipal officer, employee of the City, or person(s) apprehended shall be eligible for a reward.
5. NOTICE OF HEARING. On Monday, April 8, 2024, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to

the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

6. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 8<sup>th</sup> day of April, 2024.



CITY OF BILLINGS

By: William A. Cole d. 4/8/24  
William A. Cole, Mayor

ATTEST:

By: Benise R. B | hfwa [t]  
Benise R. B | City Clerk

City Council Regular

Date: 04/08/2024  
Title: Resolution Establishing Graffiti Reward Fund Per BMCC Section 18-1116  
Presented by: Tina Hoeger  
Department: Planning & Community  
Services Presentation: Yes  
Legal Review: Yes  
Project Number: N/A

**RECOMMENDATION**

Code Enforcement staff and City Legal staff recommend the City Council approve a Resolution establishing a Graffiti Reward Fund Per BMCC Section 18-1116 and direct staff to make an initial budget allocation to the fund.

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

In addition to the proposed amendments to the Nuisance, Graffiti, and Boarded Up Structures ordinances considered by City Council, a resolution has been drafted to establish an anti-graffiti fund per BMCC Section 18-1116, and setting a reward amount for information leading to the conviction of a graffiti vandal. The resolution is attached to this memo and City Council is scheduled to take action on the resolution at this meeting.

**STAKEHOLDERS**

The residents of Billings will ultimately benefit from the City incentivizing the reporting of graffiti vandalism and getting convictions of graffiti vandals. Tools like this to discourage graffiti across the City will lead to safe neighborhoods, improved quality of life, and less damage to private and public property.

**ALTERNATIVES**

City Council may:

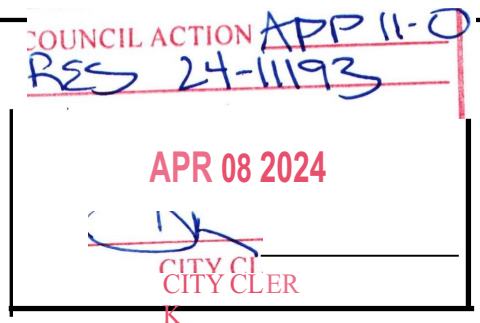
- Approve the Resolution establishing a Graffiti Reward Fund Per BMCC Section 18-1116 and direct staff to make an initial budget allocation to the fund; or,
- Not Approve the Resolution establishing a Graffiti Reward Fund Per BMCC Section 18-1116 and not direct staff to make an initial budget allocation to the fund. Not approving the Resolution will mean one less tool in the City's tool box to discourage and prevent graffiti vandalism in the community and would be out of the alignment with the Council's strategic goals to improve public safety.

**FISCAL EFFECTS**

The establishment of the anti-graffiti reward fund would require an initial budget allocation amount to start the fund. However, Municipal Court fines would be deposited in this fund going forward to help supplement the budget to support rewards for information leading to convictions.

**Attachments**

Graffiti Fund Resolution



**RESOLUTION 24-11193**

**A RESOLUTION ESTABLISHING PER SECTION 18-1116, BILLINGS MONTANA CITY CODE (BMCC) A GRAFFITI REWARD FUND TO ENCOURAGE THE REPORTING OF GRAFFITI VANADALISM AND LEAD TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF GRAFFITI VANDALS**

WHEREAS, Section 18-1116 Billings, Montana City Code (BMCC) provides that the City shall create an anti-graffiti fund to include payment of rewards for information leading to the identification, apprehension, and conviction of a person found guilty of graffiti vandalism, and

WHEREAS the prevention of graffiti vandalism is important to the City and establishing a reward will encourage reporting; and

WHEREAS increased reporting of graffiti vandalism is a mechanism to deter such behavior; and

WHEREAS, the City Council has duly considered the matter and is establishing an anti-graffiti fund in BMCC Section 18-1116.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. **REWARD AMOUNT:** The amount of \$500.00 for information leading to the conviction of a person found guilty of graffiti vandalism.
2. **CLAIMS FOR REWARDS:** Each claim shall be filed in writing to the City Clerk and shall specifically identify the date, location, and kind of property damaged or destroyed; identify by name the person who was convicted; and identify the court and the date upon which the conviction occurred.
3. **REVIEW OF CLAIMS:** The City Administrator shall review each claim for reward submitted and either approve, approve in part, or deny the claim. No claim for reward shall be approved by the City Administrator unless the City investigates and verifies the accuracy of the claim and determines the requirements have been satisfied.
4. **INELIGIBLE CLAIMANTS:** No law enforcement officer, municipal officer, employee of the City, or person(s) apprehended shall be eligible for a reward.
5. **NOTICE OF HEARING.** On Monday, April 8, 2024, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to

the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

6. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 8<sup>th</sup> day of April, 2024.



CITY OF BILLINGS

By: William A. Cole d. 4/8/24  
William A. Cole, Mayor

ATTEST:

By: Benise R. B | hfwa [t]  
Benise R. B | City Clerk

City Council Regular

Date: 04/08/2024  
Title: Resolution Establishing Graffiti Reward Fund Per BMCC Section 18-1116  
Presented by: Tina Hoeger  
Department: Planning & Community  
Services Presentation: Yes  
Legal Review: Yes  
Project Number: N/A

**RECOMMENDATION**

Code Enforcement staff and City Legal staff recommend the City Council approve a Resolution establishing a Graffiti Reward Fund Per BMCC Section 18-1116 and direct staff to make an initial budget allocation to the fund.

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

In addition to the proposed amendments to the Nuisance, Graffiti, and Boarded Up Structures ordinances considered by City Council, a resolution has been drafted to establish an anti-graffiti fund per BMCC Section 18-1116, and setting a reward amount for information leading to the conviction of a graffiti vandal. The resolution is attached to this memo and City Council is scheduled to take action on the resolution at this meeting.

**STAKEHOLDERS**

The residents of Billings will ultimately benefit from the City incentivizing the reporting of graffiti vandalism and getting convictions of graffiti vandals. Tools like this to discourage graffiti across the City will lead to safe neighborhoods, improved quality of life, and less damage to private and public property.

**ALTERNATIVES**

City Council may:

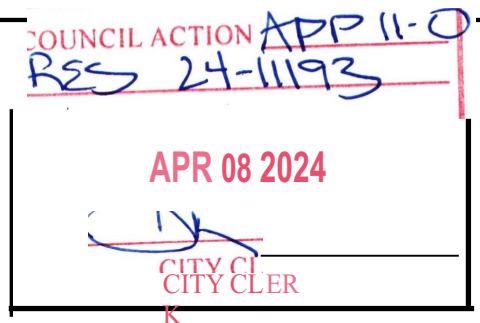
- Approve the Resolution establishing a Graffiti Reward Fund Per BMCC Section 18-1116 and direct staff to make an initial budget allocation to the fund; or,
- Not Approve the Resolution establishing a Graffiti Reward Fund Per BMCC Section 18-1116 and not direct staff to make an initial budget allocation to the fund. Not approving the Resolution will mean one less tool in the City's tool box to discourage and prevent graffiti vandalism in the community and would be out of the alignment with the Council's strategic goals to improve public safety.

**FISCAL EFFECTS**

The establishment of the anti-graffiti reward fund would require an initial budget allocation amount to start the fund. However, Municipal Court fines would be deposited in this fund going forward to help supplement the budget to support rewards for information leading to convictions.

**Attachments**

Graffiti Fund Resolution



**Date:** 02/10/2025  
**Title:** Second Reading Ordinance Amendment BMCC 6-1300 Display of Address Numbers  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the second and final reading of the amended ordinance BMCC 6-1300 Display of Address Numbers.

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

At its meeting on January 27, 2025, the City Council conducted a public hearing and approved the first reading of the amended ordinance BMCC 6-1300 Display of Address Numbers. Amendments change the enforcement of this article from a misdemeanor to a municipal infraction and removed the language regarding a twenty-day notice so that enforcement is consistent with current notification procedures previously approved by council.

A clean version of the amended ordinance is attached to this staff memo for final approval.

**STAKEHOLDERS**

The suggested amendments will update the language in the ordinance to be consistent with previously amended ordinances approved by council. The amendments remove the penalty for violating this ordinance as a misdemeanor and replace the penalty as a municipal infraction, which has a direct effect on the property owner and simplifies the prosecution process. This eliminates the need for legal staff to be involved at a court level in these cases. Overall, the amendments also enable more efficient and effective application and enforcement of City codes.

**ALTERNATIVES**

City Council may:

- Approve BMCC 6-1300 Display of Address Numbers on second reading as submitted; or,
- Not Approve BMCC 6-1300 Display of Address Numbers on second reading as submitted.

**FISCAL EFFECTS**

Approval does not have a negative impact on the code enforcement budget.

**SUMMARY**

Staff recommends approving BMCC 6-1300 Display of Address Numbers on second/final reading.

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**Attachments**

Display of Address Numbers

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ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE  
6-1300, OF SAID CODE

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

**Section 1.** That Article 6-1300, of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 6-1300 Display of Address Numbers**

**Sec. 6-1301. Address number required.**

All houses, buildings or structures used or intended for use as living quarters or as a place for the conduct of business in the city shall have a designated address number conspicuously displayed above or near a door or entrance that faces a public or private street.

(Ord. No. 84-4596, § 1, 7-9-84)

**Sec. 6-1302. Designation of address numbers.**

The city administrator, or his designee, shall designate the proper address numbers for all houses, buildings or structures required to be numbered by section 6-1301. The city administrator or his designee shall have the power to change such numbers when, in his judgment, such change is necessary to avoid or eliminate confusion with other numbers.

(Ord. No. 84-4596, § 2, 7-9-84)

**Sec. 6-1303. Record of address numbers.**

The city administrator or his designee shall keep a record of all proper address numbers and shall furnish such numbers to any person requesting same.

(Ord. No. 84-4596, § 3, 7-9-84)

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**Sec. 6-1304. House, building or structure being erected or remodeled required to be numbered.**

Any person erecting or remodeling any house, building or structure required to be numbered by section 6-1301 shall ascertain from the city administrator or his designee the proper address number for such house, building or structure and shall display said number as provided in this article.

(Ord. No. 84-4596, § 4, 7-9-84)

**Sec. 6-1305. Specifications for display of address number.**

All address numbers shall be displayed with arabic numerals, which shall be a minimum of three and one-half (3½) inches and a maximum of eighteen (18) inches in height having a minimum stem width of one-half (½) inch and shall be of a contrasting color with the building. No address number shall be obscured from view by vegetation, screening or other means.

(Ord. No. 84-4596, § 5, 7-9-84)

**Sec. 6-1306. Alternative method of address display.**

A different method of address display may be required by the city administrator or his designee for a house, building or structure which is located further from a street than the normal front yard set back.

(Ord. No. 84-4596, § 6, 7-9-84)

**Sec. 6-1307. Compliance required; correction of violations.**

Any person owning, leasing, occupying or maintaining any house, building or structure which has no number displayed thereon, which displays an incorrect number, or violates this article in any way, when so informed and notified by the city administrator or his designee shall put up a number, shall change the incorrect number so that the proper number will be displayed, or shall take any necessary action to comply with this article.

(Ord. No. 84-4596, § 7, 7-9-84 Sec. 6-1308. Penalty.)

Any person who violates any of the provisions of this article may be cited for the violation into municipal court as a municipal infraction and shall be subject to civil penalties as specified in section 18-1304. Each day that a violation occurs is a separate offense.

(Ord. No. 84-4596, § 8, 7-9-84)

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

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**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 27<sup>th</sup> day of January 2025.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of February 2025.

CITY OF BILLINGS

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

Attest  
:

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Denise R. Bohlman, City Clerk

**Date:** 02/10/2025  
**Title:** Ordinance Amendment BMCC 13-400 Division 3 Business, Occupation and Profession Tax - Second Reading  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the second and final reading of the amended ordinance BMCC 13-400 Division 3 Business, Occupation and Profession Tax.

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

At its meeting on January 27, 2025, the City Council conducted a public hearing and approved the first reading of the amended ordinance BMCC 13-400 Division 3 Business, Occupation and Profession Tax. Amendments to this ordinance change the enforcement from a misdemeanor to a municipal infraction and added the language of each day a violation occurs is a separate offense.

A clean version of the amended ordinance is attached to this staff memo for final approval.

**STAKEHOLDERS**

The suggested amendments will update the language in the ordinance to be consistent with previously amended ordinances approved by council. The amendments remove the penalty for violating this ordinance as a misdemeanor and replace the penalty as a municipal infraction, which has a direct effect on the property owner and simplifies the prosecution process. This eliminates the need for legal staff to be involved at a court level in these cases. Overall, the amendments also enable more efficient and effective application and enforcement of City codes.

**ALTERNATIVES**

City Council may:

- Approve BMCC 13-400 Division 3 Business, Occupation and Profession Tax on second reading as submitted; or,
- Not Approve BMCC 13-400 Business, Occupation and Profession Tax on second reading as submitted

**FISCAL EFFECTS**

Approval does not have a negative impact on the code enforcement budget.

**SUMMARY**

Staff recommends approving BMCC 13-400 Division 3 Business, Occupation and Profession Tax on second/final reading.

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**Attachments**

Business, Occupation and Profession Tax

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ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE  
13-400, DIVISION 3, OF SAID CODE

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

**Section 1.** That Article 13-400, Division 3, of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 13-400 Taxation**

**Division 3. Business, Occupation and Professional Tax**

**Sec. 13-421. Definitions.**

For the purpose of this division the following definitions have the meanings established as follows unless the context provides otherwise:

*Business, occupation and profession* is intended to cover all businesses, associations, occupations, professions, trades, pursuits, vocations, entertainments, continuous garage sales, transient vending, and door-to-door sales conducted within the city on a regular on-going basis.

*Continuous garage sales* are garage sales which are conducted for more than three (3) consecutive days and more often than semiannually.

*Home occupation* means all businesses or offices operated out of a home and defined in the zoning ordinance.

*Liquor* includes beer, wine, and all beverages and is in addition to city general license fees and fees imposed by the state.

*Tax receipt* is the document issued by the city, evidence that the tax has been paid. The tax receipt shall be issued in lieu of a license fee receipt for persons and entities that are required to pay a license fee tax to the city for the sale of liquor.

*Transfers* means a fee for all holders of tax receipts to pay to transfer ownership or sites.

*Transient vendors and door-to-door salespersons* are persons representing themselves or other businesses who conduct their sales activities from door-to-door within the city.

(Ord. No. 82-4474, § 2(3.15.030), 11-8-82; Ord. No. 84-4567, § 2(3.15.030), 1-9-84;

Ord. No. 86-4700, § 1, 6-23-86)

Cross reference(s)—Definitions and rules of construction generally, § 1-102.

**Sec. 13-422. Construction.**

No provision contained in this division shall be construed so as to tax any trade, business, occupation, vocation, pursuit, profession or entertainment prohibited by the constitution or laws of the United States, or the constitution of the state.

(Ord. No. 82-4474, § 2(3.15.010), 11-8-82; Ord. No. 84-4567, § 2(3.15.020), 1-9-84)

**Sec. 13-423. Tax imposed.**

Every person conducting, transacting, or carrying on any business, occupation, profession, trade, pursuit, vocation, entertainment, continuous garage sale, transient vending, or door-to-door sales within the city shall be subject to and shall pay the annual tax imposed under this division. A nonprofit arts organization having a special beer and table wine license issued pursuant to Section 16-4-303, MCA is exempt from and shall not be required to pay the annual beer and wine liquor license fees imposed under this division.

(Ord. No. 82-4474, § 2(3.15.020), 11-8-82; Ord. No. 84-4567, § 2(3.15.020), 1-9-84; Ord. No. 91-4862, § 1, 2-25-91)

**Sec. 13-424. Tax schedule.**

The following tax schedule shall be applied to all persons or entities subject to this division:

*Tax Schedule*  
*Category by Gross Revenue*

|                                                                                  | <i>I</i>          | <i>II</i>                          | <i>III</i>                            | <i>IV</i>               |
|----------------------------------------------------------------------------------|-------------------|------------------------------------|---------------------------------------|-------------------------|
|                                                                                  | I<br>0 to 100,000 | II<br>Over 100,000<br>to 2,000,000 | III<br>Over 2,000,000<br>to 3,000,000 | IV<br>Over<br>3,000,000 |
| <i>Basic Tax:</i>                                                                |                   |                                    |                                       |                         |
| General                                                                          | \$55.00           | \$90.00                            | \$140.00                              | \$215.00                |
| Home<br>occupation                                                               | 20.00             | 20.00                              | 20.00                                 | 20.00                   |
| <i>Additions to<br/>Basic Tax:</i>                                               |                   |                                    |                                       |                         |
| Over 5 full time<br>equivalent<br>employees or<br>independent<br>contractors per | 6.00              | 6.00                               | 6.00                                  | 6.00                    |

|                                         |        |        |        |        |
|-----------------------------------------|--------|--------|--------|--------|
| employee or contractor                  |        |        |        |        |
| <i>Additional Fees When Applicable:</i> |        |        |        |        |
| Health inspection                       | 50.00  | 50.00  | 50.00  | 50.00  |
| Health reinspection                     | 50.00  | 50.00  | 50.00  | 50.00  |
| <i>Liquor license fee:</i>              |        |        |        |        |
| Beer                                    | 200.00 | 200.00 | 200.00 | 200.00 |
| Wine                                    | 200.00 | 200.00 | 200.00 | 200.00 |
| All beverages                           | 500.00 | 500.00 | 500.00 | 500.00 |
| <i>Transfers:</i>                       |        |        |        |        |
| Base fee                                | 20.00  | 20.00  | 20.00  | 20.00  |
| Fire inspection (If required)           | 15.00  | 15.00  | 15.00  | 15.00  |
| Health inspection (If required)         | 50.00  | 50.00  | 50.00  | 50.00  |

(Ord. No. 82-4474, § 2(3.15.040), 11-8-82; Ord. No. 84-4567, § 2(3.15.040), 1-9-84; Ord. No. 85-4675, § 6, 12-2-85; Ord. No. 86-4700, § 2, 6-23-86; Ord. No. 89-4809, § 1, 11-6-89; Ord. No. 94-4962, § 1, 5-23-94)

**Sec. 13-425. Receipt.**

Upon payment of the tax as provided in this division the taxpayer shall be issued a tax receipt. The tax receipt shall be conspicuously displayed in such a manner that a city official may observe the same upon entering the place of business. If the business being conducted is the type of business that is not normally conducted at one place of business, such as, transient vendors or door-to-door salespersons, the city receipt or a facsimile of the employer's receipt shall be carried on the person and shall be produced and displayed upon request.

(Ord. No. 82-4474, § 2(3.15.050), 11-8-82; Ord. No. 84-4567, § 2(3.15.050), 1-9-84)

**Sec. 13-426. Collection.**

The city administrator is hereby charged with collection of the taxes imposed by this division.

(Ord. No. 82-4474, § 2(3.15.060), 11-8-82; Ord. No. 84-4567, § 2(3.15.060), 1-9-84)

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**Sec. 13-427. Questionnaire.**

The city administrator shall develop and update as necessary a questionnaire to be completed initially by each person or entity conducting a business, occupation or profession within the city. The questionnaire shall solicit only that information necessary to correctly determine the tax imposed by this division. The city may audit the information provided to verify its accuracy. Any significant change in ownership or form of business, occupation or profession shall require a new completed questionnaire.

(Ord. No. 82-4474, § 2(3.15.070), 11-8-82; Ord. No. 84-4567, § 2(3.15.070), 1-9-84)

**Sec. 13-428. Appeal to review committee.**

Any person or entity aggrieved by application of this division or imposition of the tax shall pay the tax imposed and may then appeal to the review committee, by filing notice in writing with the city. The notice shall describe in detail the taxpayer's grievance.

(Ord. No. 82-4474, § 2(3.15.080), 11-8-82; Ord. No. 84-4567, § 2(3.15.080), 1-9-84)

**Sec. 13-429. Review committee.**

There is hereby established a review committee to be designated by the city administrator but shall include representatives from at least the following departments:

- (1) Police
- (2) Fire
- (3) Health
- (4) Finance
- (5) City attorney.

(Ord. No. 82-4474, § 2(3.15.090), 11-8-82; Ord. No. 84-4567, § 2(3.15.090), 1-9-84)

**Sec. 13-430. Review.**

The review committee shall review the taxpayer's appeal and provide to the taxpayer a decision in writing within thirty (30) days following the date of appeal.

(Ord. No. 82-4474, § 2(3.15.100), 11-8-82; Ord. No. 84-4567, § 2(3.15.100), 1-9-84)

**Sec. 13-431. Appeal to city council.**

If the taxpayer feels aggrieved by the decision of the review committee, the taxpayer may appeal to the city council by filing written notice with the city clerk not more than ten (10) days after receipt of the written decision of the review committee together with a fee to be prescribed by the city administrator in an amount sufficient to cover the administrative costs of the appeal. The notice shall state the grounds and shall include taxpayer's correct name or designation and correct mailing address. The clerk shall cause the matter to be placed on the council agenda not less than ten (10)

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days after receipt of notice of appeal. The taxpayer shall be notified in writing by certified mail, return receipt requested, of the date and time the matter will be considered on the agenda. The taxpayer may appear in person or by counsel at the time and place and be heard.

(Ord. No. 82-4474, § 2(3.15.110), 11-8-82; Ord. No. 84-4567, § 2(3.15.110), 1-9-84)

**Sec. 13-432. Regulation.**

Every person conducting a business, occupation or profession within the city shall be subject to reasonable inspection and shall abide by and obey all laws and ordinances.

(Ord. No. 82-4474, § 2(3.15.120), 11-8-82; Ord. No. 84-4567, § 2(3.15.120), 1-9-84; Ord. No. 12-5587, § 1, 10-9-12)

**Sec. 13-433. Separate sites.**

Any business, occupation or profession conducted on more than one (1) site shall pay a separate tax for each separate business or site.

(Ord. No. 82-4474, § 2(3.15.130), 11-8-82; Ord. No. 84-4567, § 2(3.15.130), 1-9-84)

**Sec. 13-434. Annual tax.**

The tax imposed by this division shall be paid annually on or before the anniversary date of the original payment.

(Ord. No. 82-4474, § 2(3.15.140), 11-8-82; Ord. No. 84-4567, § 2(3.15.140), 1-9-84)

**Sec. 13-435. Penalty and interest.**

The tax shall be deemed late ten (10) days after the due date and a penalty equal to fifty (50) percent of the tax shall be assessed and collected. In addition to the penalty imposed hereby the unpaid tax shall bear interest from the due date at one (1) percent per month.

(Ord. No. 82-4474, § 2(3.15.150), 11-8-82; Ord. No. 84-4567, § 2(3.15.150), 1-9-84)

**Sec. 13-436. Additional penalties.**

In addition to all other penalties provided in this division, any person violating the provisions of this division, may be cited for the violation into municipal court as a municipal infraction and shall be subject to civil penalties as specified in section 18-1304. Each day that a violation occurs is a separate offense. This provision is not applicable to regularly licensed attorneys-at-law.

(Ord. No. 82-4474, § 2(3.15.160), 11-8-82; Ord. No. 84-4567, § 2(3.15.160), 1-9-84)

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**Sec. 13-437. Reserved.**

Editor's note(s)—Ord. No. 89-4785, § 1, adopted May 8, 1989 added § 13-437, which provided a business tax exemption for August and September 1989 for persons conducting temporary tourist homes, and which was effective Aug. 20, 1989 and terminated Sept. 16, 1989.

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**Sec. 13-438. All businesses, occupations, and professions to comply with local, state, and federal law.**

- (a) No business tax determination or business license shall be issued for any business, occupation, or profession that violates any provision of city, state, or federal ordinance, regulation, law, or statute. The issuance of a business tax determination or acceptance of payment by the city does not authorize any business, occupation, or profession to operate in violation of any provision or local, state, or federal ordinance, regulation, law, or statute. Any such business tax or business determination license mistakenly issued by the city shall be deemed void from the date of issuance.
- (b) All existing businesses with current business tax determinations or licenses shall fully comply with this provision within two (2) years of the effective date of this section. Any such businesses, occupation or profession licensed on the effective date of this section but in violation of this section shall be deemed a legal non-conforming use, and shall be permitted to renew such business tax determination or license for a period of two (2) years from the effective date of this section. Two (2) years from the effective date of this section, any prior issued business tax determination or license which violates this section shall be cancelled and deemed void, no matter when issued or renewed.

(Ord. No. 12-5587, § 2, 10-9-12)

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

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**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 27<sup>th</sup> day of January 2025.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of February 2025.

CITY OF BILLINGS

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

Attest  
:

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Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Ordinance Amendment BMCC 18-1100 Graffiti - Second Reading  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the second and final reading of the amended ordinance BMCC 18-1100 Graffiti.

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

At its meeting on January 27, 2025, the City Council conducted a public hearing and approved the first reading of the amended ordinance BMCC 18-1100. Amendments refined language pertaining to the graffiti rewards and reimbursements section of the code (BMCC 18-1105) changing the wording from accept to approve and from council to administrator. This clarifies the approval process for graffiti rewards, keeping it as an administrative function as originally intended. A clean version of BMCC 18-110 Graffiti is attached to this staff memo for final approval.

**STAKEHOLDERS**

The suggested amendments to this ordinance will expedite the graffiti reward process and could encourage more citizens to report graffiti vandals.

**ALTERNATIVES**

City Council may:

- Approve BMCC 18-1100 Graffiti on second reading as submitted; or,
- Not Approve BMCC 18-1100 Graffiti on second reading as submitted.

**FISCAL EFFECTS**

Approval does not have a negative impact on the code enforcement budget.

**SUMMARY**

Staff recommends approving BMCC 18-1100 Graffiti on second/final reading.

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**Attachments**

Graffiti

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ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE  
18-1100, OF SAID CODE

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

**Section 1.** That Article 18-1100, of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 18-1100. Graffiti**

**Sec. 18-1101. Purpose.**

Graffiti presents a threat to the health, safety and welfare of the community and reduces the value of adjoining properties. Graffiti is deemed a public nuisance in accordance with section 18-301. Standards for graffiti abatement established in this section will help improve the appearance of these structures and preserve neighborhood property values.

(Ord. No. 24-5880, § 1, 4-22-24)

**Sec. 18-1102. Definitions.**

For the purposes of this article the following definitions shall apply:

*Graffiti* means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization constitutes a public nuisance as defined in section 18-302.

*Graffiti implement* means an aerosol paint container, a broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

*Owner* means any entity or entities have a legal or equitable interest in real or personal property including but not limited to the interest of a tenant or lessee.

*Paint stick or graffiti stick* means any device containing a solid form of paint, chalk, wax, epoxy, or other similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth ( $\frac{1}{8}$ ) of an inch in width.

*Perpetrator* means a person who applies graffiti to or on any property located within the city.

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*Person* means any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

*Property* means any real or personal property and that which is affixed, incidental or appurtenant to real property including but not limited to any structure, fence, wall, sign or any separate part thereof whether permanent or not.

*Responsible party* means an owner or entity or person acting as an agent for an owner by agreement who has authority over the property or is responsible for the property's maintenance or management. Irrespective of any arrangement to the contrary with any other party, each owner shall always be a responsible party for the purposes of this chapter. There may be more than one responsible party for a particular piece of property.

*Unauthorized* means without the consent of the responsible party.

(Ord. No. 24-5880, § 1, 4-22-24)

### **Sec. 18-1103. Prohibitions.**

It shall be unlawful for any person to apply graffiti to or on any property located within the city.

(Ord. No. 24-5880, § 1, 4-22-24)

### **Sec. 18-1104. Enforcement and penalties—Perpetrator.**

- (a) *Fines and imprisonment.* Any person violating this article by applying graffiti to any property shall be punished as provided in section 1-110.
- (b) *Restitution.* In addition to any punishment specified in this section, the court shall order any violator to make restitution to the victim for damages or loss caused directly or indirectly by the violator's offense in the amount or manner determined by the court.
- (c) *Community service.* In-lieu of, or as part of, the penalties specified in this section, an offender may be required to perform community service as described by the court based on the following minimum requirements:
  - (1) The offender shall perform at least thirty (30) hours of community service.
  - (2) The entire period of community service shall be performed under the supervision of a community service provider approved by the municipal court.
  - (3) Reasonable effort shall be made to assign the minor or adult to a type of community service that is reasonably expected to have the most rehabilitative effect on the offender, including community service that involves graffiti removal.

(Ord. No. 24-5880, § 1, 4-22-24)

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**Sec. 18-1105. Rewards and reimbursements for information.**

- (a) The city may offer a reward in an amount to be established by resolution of the city council for information leading to the identification and apprehension of any person who willfully damages or destroys any public or private property by the use of graffiti. In the event of damage to public property, the offender or the parents or legal guardian of any unemancipated minor must reimburse the city for any reward paid. In the event of multiple contributors of information, the reward amount shall be divided by the city in the manner it shall deem appropriate.
- (b) Claims for rewards under this section shall be filed, in writing, with the city clerk. Each claim should:
  - (1) Specifically identify the date, location, and kind of property damaged or destroyed;
  - (2) Identify by name the person who was convicted; and
  - (3) Identify the court and the date upon which the conviction occurred.
- (c) The city administrator shall review each claim for reward submitted pursuant to this chapter and either approve, approve in part, or deny the claim. No claim for a reward shall be approved by the city administrator unless the city investigates and verifies the accuracy of the claim and determines that the requirements of this section have been satisfied. The investigation must determine that the claimant's information was relevant and directly responsible for the arrest and conviction of the suspect.
- (d) The offer of a reward is made to members of the public generally. However, no law enforcement officer, municipal officer, employee of the city, or person(s) apprehended shall be eligible for such a reward.
- (e) Any person committing graffiti vandalism shall be civilly liable for any reward paid pursuant to this section. If said person is an unemancipated minor, then the parent or lawful guardian of said minor shall be civilly liable for any reward paid pursuant to this section.

(Ord. No. 24-5880, § 1, 4-22-24)

**Sec. 18-1106. Graffiti as a public nuisance.**

- (a) The existence of graffiti on private property in violation of this article is expressly declared to be a public nuisance and, therefore, is subject to the abatement provisions specified in section 18-305.
- (b) It is the duty of both the owner of the private property to which the graffiti has been applied and any responsible party to at all times keep the private property clear of graffiti.
- (c) Failure to remove graffiti by the private property owner or any responsible party shall be punished as a municipal infraction and shall be subject to civil penalties as

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specified in section 18-1304.

(Ord. No. 24-5880, § 1, 4-22-24)

**Secs. 18-1107—18-1113. Reserved.**

**Sec. 18-1114. Ease of removal provisions.**

- (a) *Common utility colors and paint type.* Any gas, electric, telephone, water, sewer, cable, telephone and other utility operating in the city shall paint its above-surface metal fixtures with a uniform paint type and color, or wrap, that meets with the approval of the city administrator or the city administrator's designee.
- (b) *Conditional encroachment permits.* All encroachment permits issued by the city shall, among such other things, be conditioned on:
  - (1) The permittee's application of an anti-graffiti material to the encroaching object of a type and nature that is acceptable to the city administrator, or the city administrator's designee;
  - (2) The permittee's immediate removal of any graffiti;
  - (3) The city's right to remove graffiti or to paint the encroaching object; or
  - (4) The permittee's providing the city with sufficient matching paint and/or anti-graffiti material on demand for use in the painting of the encroaching object containing graffiti.

(Ord. No. 24-5880, § 1, 4-22-24)

**Sec. 18-1115. Reserved.**

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**Sec. 18-1116. Anti-graffiti fund.**

The city council may at its discretion create the city anti-graffiti fund. Costs recovered for graffiti removal and penalties assessed in municipal court against violators of this article shall be placed in the fund, along with any monetary donations received from persons wishing to contribute to the fund. The council, or its designee, shall direct the expenditures of monies in the fund. Such expenditures shall be limited to the payment of the cost of labor and materials for graffiti removal, the payment, at the discretion of the city council, or its designee, of rewards for information leading to the conviction of violation of the article, the costs of administering the article, and such other public purposes pertaining to graffiti as may be approved by the council by resolution.

(Ord. No. 24-5880, § 1, 4-22-24)

**Section 2. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

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**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 27<sup>th</sup> day of January 2025.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of February 2025.

CITY OF BILLINGS

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

Attest  
:

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Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Ordinance Amendment BMCC 18-1302 Civil Citations Service and Requirements - Second Reading  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the second and final reading of the amended ordinance BMCC 18-1302 Civil Citations Service and Requirements.

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

At its meeting on January 27, 2025, the City Council conducted a public hearing and approved the first reading of the amended ordinance BMCC 18-1302 Civil Citations Service and Requirements. The language changes in section 18-1302(b)(3) were made to update the current Civil Procedure Rule. The existing language was outdated.

**STAKEHOLDERS**

The suggested amendments to this ordinance update the language to align with Montana Rules of Civil Procedure.

**ALTERNATIVES**

City Council may:

- Approve BMCC 18-1302 Civil Citations Service and Requirement on second reading as submitted; or,
- Not Approve BMCC 18-1302 Civil Citations Service and Requirements on second reading as submitted.

**FISCAL EFFECTS**

Approval does not have a negative impact on the code enforcement budget.

**SUMMARY**

Staff recommends approving BMCC 18-1302 Civil Citations Service and Requirements at second/final reading.

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**Attachments**

Civil Citation Ordinance Amendment

ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 18-  
1302, OF SAID CODE

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

**Section 1.** That Article 18-1302, of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 18-1302. Civil citations – Service and requirements.**

- (a) Any officer may issue a civil citation to a person who commits a municipal infraction.
- (b) The citation may be served on the alleged violator by any one of the following methods:
  - (1) Personal service;
  - (2) By certified mail addressed to the defendant at the defendant's last known mailing address, return receipt requested; or
  - (3) By publication, in the manner described in Rule 4(o) of the Montana Rules of Civil Procedure, except that all proceedings for issuance of service by publication shall be had with the Billings Municipal Court and the Billings Municipal Court Clerk in place of the District Court and the Clerk of the District Court.
- (c) A copy of the citation must be retained by the issuing officer and one copy be sent to or filed with the clerk of the Billings Municipal Court.
- (d) The citation shall serve as notification that a municipal infraction has been committed and shall contain the following information:
  - (1) The name and address of the defendant;
  - (2) The name or description of the infraction attested to by the officer issuing the citation;
  - (3) The location and time of the infraction;
  - (4) The amount of the civil penalty to be assessed or the alternative relief sought, or both;
  - (5) The manner, location and time in which the penalty may be paid;
  - (6) The time and place of court appearance; and
  - (7) The penalty for failure to appear in court.

(Ord. No. 10-5501, § 1, 1-11-10)

**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 27<sup>th</sup> day of January 2025.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of February 2025.

CITY OF BILLINGS

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

Attest  
:

\_\_\_\_\_  
Denise R. Bohlman, City Clerk

**City Council Regular**

**Date:** 02/10/2025  
**Title:** Ordinance Amendment BMCC 24-411 Parking for Camping Purposes - Second Reading  
**Presented by:** Tina Hoeger  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the second and final reading of the amended ordinance BMCC 24-411 Parking for Camping Purposes.

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

At its meeting on January 27, 2025, the City Council conducted a public hearing and approved the first reading of the amended ordinance BMCC 24-411 Parking for Camping Purposes. Amendments expand enforcement to include non-motorized vehicles and replaced the outdated terminology of "tourist park" with the current Montana Code Annotated (MCA) definition of a campground.

A clean version of the amended ordinance is attached to this staff memo for final approval.

**STAKEHOLDERS**

The suggested amendments to this ordinance will expand enforcement capabilities for code enforcement and police, which is in line with keeping Billing residents safe and healthy.

**ALTERNATIVES**

City Council may:

- Approve BMCC 24-411 Parking for Camping Purposes as submitted; or,
- Not Approve BMCC 24-411 Parking for Camping Purposes as submitted.

**FISCAL EFFECTS**

Approval does not have a negative impact on the code enforcement budget.

**SUMMARY**

Staff recommends approving BMCC 24-411 Parking for Camping Purposes at second/final reading.

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**Attachments**

Parking for Camping Purposes

ORDINANCE 25-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING  
THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING ARTICLE 24-  
411, OF SAID CODE

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

**Section 1.** That Article 24-411, of the Billings, Montana City Code (BMCC) is amended so that such section shall read as follows:

**Article 24-411 – Parking for Camping Purposes**

It is unlawful for any person to park any motor vehicle or any non-motorized vehicle for camping purposes in the city except in a campground as defined by MCA 50-52-101(1) and which is in compliance with state and city health, licensing, and zoning provisions.

- (1) Overnight parking or camping in private parking lots within the city limits is prohibited. However, a rest period of no more than ten (10) hours shall be allowed, providing it is permitted by the owner of the parking lot. The rest period shall consist of ten (10) consecutive hours, after which time the vehicle must be removed from the parking lot.
- (2) Upon approval by resolution, the city council may temporarily suspend the requirements and restrictions imposed by section 24-411 in order to accommodate special events held within the city. The resolution of suspension shall become effective forty-eight (48) hours prior to the official start of the scheduled event and shall terminate forty-eight (48) hours after official conclusion of the event.

**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 27<sup>th</sup> day of January 2025.

PASSED, ADOPTED and APPROVED on second reading this 10<sup>th</sup> day of February 2025.

CITY OF BILLINGS

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

Attest  
:

\_\_\_\_\_  
Denise R. Bohlman, City Clerk

**Date:** 02/10/2025  
**Title:** Payment of Claims for week of January 7th, 2025  
**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 \$1,301,026.29 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 01072025

| Check Date | Check # | Name                   | Fund Name        | Amount       | Item Desc                                              |
|------------|---------|------------------------|------------------|--------------|--------------------------------------------------------|
| 01/07/2025 | 876997  | Advanced Employment    | P.W. Admin       | \$ 2,469.60  | temp staff for billing office phones; W.E. 12/8/24     |
| 01/07/2025 | 876997  | Advanced Employment    | Solid Waste      | \$ 2,757.30  | Contract labor at Landfill for week ending 12/15/24.   |
| 01/07/2025 | 876997  | Advanced Employment    | Solid Waste      | \$ 955.50    | Contract labor for week ending 12/8/24.                |
| 01/07/2025 | ACH     | Border States Electric | Wastewater       | \$ 171.01    | Additional Network Module for WRF                      |
| 01/07/2025 | ACH     | Border States Electric | Wastewater       | \$ 29.01     | Boxcar Generator Cabinet UPS Outlet                    |
| 01/07/2025 | ACH     | Border States Electric | Wastewater       | \$ 19.99     | oxide set for Dylan Siroky - truck                     |
| 01/07/2025 | ACH     | Border States Electric | Wastewater       | \$ 2,051.66  | Replacement SPS Blower Breaker                         |
| 01/07/2025 | ACH     | Border States Electric | Wastewater       | \$ 1,293.62  | WRF SPB-2 Conveyor Direction                           |
| 01/07/2025 | ACH     | Border States Electric | Water            | \$ 19.99     | camo zipper bag for Chris Rush                         |
| 01/07/2025 | ACH     | Border States Electric | Water            | \$ 503.13    | materials for Fox Pump Station CL17 inst               |
| 01/07/2025 | ACH     | Border States Electric | Water            | \$ 108.58    | replacement fuses for Chapel Pump Statio               |
| 01/07/2025 | 877007  | Brenntag Pacific       | Wastewater       | \$ 6,075.00  | Chemicals                                              |
| 01/07/2025 | 877017  | Community Solutions    | Court Grants     | \$ 4,170.00  | 24 Dec. CSI                                            |
| 01/07/2025 | 877024  | Dakota Supply Group    | Water            | \$ 4,387.46  | 6 " MJ GATE VALVE P/N: 2606BLAFMMU                     |
| 01/07/2025 | 877027  | Elder Demo             | Public Safety    | \$ 20,332.00 | Inv. 10277 Demolition Services at North Park           |
| 01/07/2025 | 877029  | Energy Laboratories    | Wastewater       | \$ 2,108.00  | Local Limits Testing                                   |
| 01/07/2025 | 877029  | Energy Laboratories    | Wastewater       | \$ 410.00    | semi-annual permit testing Q4 PI                       |
| 01/07/2025 | 877029  | Energy Laboratories    | Wastewater       | \$ 704.00    | WRF Semi-Annual Permit Testing Q4 PI                   |
| 01/07/2025 | 877029  | Energy Laboratories    | Water            | \$ 3,484.00  | WO B24111106 Analysis                                  |
| 01/07/2025 | 877033  | Fisher's Technology    | Airport          | \$ 55.62     | Invoice #1407580. Copy Machine Maintenance             |
| 01/07/2025 | 877033  | Fisher's Technology    | Airport          | \$ 44.48     | Invoice #1421373. Copy Machine Maintenance             |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 1,034.54  | 1407581- Copy Fund Legal                               |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 35.35     | 1408284- Copy Fund Police                              |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 21.41     | 1410017- Copy Fund Animal Control                      |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 12.00     | 1410516- Copy Fund BOC                                 |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 377.05    | 1411872- Copy Fund Finance                             |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 42.25     | 1413264- Copy Fund Court Bailiff                       |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 92.40     | 1413265- Copy Fund Police                              |
| 01/07/2025 | 877033  | Fisher's Technology    | Central Services | \$ 135.19    | 1415070- Copy Fund Police                              |
| 01/07/2025 | 877033  | Fisher's Technology    | Engineering      | \$ 9.53      | Invoices 1407584 and 1407583 contract base rate charge |
| 01/07/2025 | 877033  | Fisher's Technology    | Library          | \$ 64.45     | 1407579 Library copier charges                         |
| 01/07/2025 | 877033  | Fisher's Technology    | Park Dist 1      | \$ 231.20    | 1408285- XTD04023                                      |
| 01/07/2025 | 877033  | Fisher's Technology    | Park Dist 1      | \$ 265.78    | copier contract for senior center - 1422689            |

| Check Date | Check # | Name                | Fund Name         | Amount       | Item Desc                                                  |
|------------|---------|---------------------|-------------------|--------------|------------------------------------------------------------|
| 01/07/2025 | 877033  | Fisher's Technology | Park Dist 1       | \$ 150.57    | COPIER FOR MAIN OFFICE - 1407777                           |
| 01/07/2025 | 877033  | Fisher's Technology | Park Dist 1       | \$ 150.56    | COPIER FOR MAIN OFFICE - 1407777                           |
| 01/07/2025 | 877033  | Fisher's Technology | Park Dist 1       | \$ 150.57    | COPIER FOR MAIN OFFICE - 1407777                           |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 88.41     | 1408283, contract invoice                                  |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 422.71    | 1411073, CPC toner                                         |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 379.11    | 1411871- Police Fund                                       |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 2.97      | 1412167- Police Fund                                       |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 85.71     | 1415784, contract invoice                                  |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 37.50     | 1417528, contract invoice                                  |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 29.25     | 1422687, contract invoice                                  |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 83.94     | 1429403, contract invoice                                  |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 260.00    | 1429679, black toner                                       |
| 01/07/2025 | 877033  | Fisher's Technology | Public Safety     | \$ 89.00     | CANON/IRC3525IV3-HOST - 911 CENTER                         |
| 01/07/2025 | 877033  | Fisher's Technology | Solid Waste       | \$ 325.43    | Contract overage charge for 10/1/2024 - 10/31/2024         |
| 01/07/2025 | 877033  | Fisher's Technology | Solid Waste       | \$ 74.51     | Contract overage charge for 10/18/24 - 11/17/24            |
| 01/07/2025 | 877033  | Fisher's Technology | Street/Traffic    | \$ 31.50     | copier agreement                                           |
| 01/07/2025 | 877033  | Fisher's Technology | Street/Traffic    | \$ 82.24     | copier agreement                                           |
| 01/07/2025 | 877033  | Fisher's Technology | Transit           | \$ 181.51    | Invoice #1420487. Copy Machine Maintenance                 |
| 01/07/2025 | 877033  | Fisher's Technology | Water             | \$ 128.94    | CITBIL-AOS Monthly Billing...10/31-11/29                   |
| 01/07/2025 | 877036  | Geveko Markings     | Street/Traffic    | \$ 66.31     | underpayment of old invoice per email                      |
| 01/07/2025 | 877036  | Geveko Markings     | Street/Traffic    | \$ 11,222.40 | heat tape                                                  |
| 01/07/2025 | 877036  | Geveko Markings     | Street/Traffic    | \$ 1,476.00  | heat tape arrows                                           |
| 01/07/2025 | 877040  | Hach Company        | Water             | \$ 3,191.05  | UV bulbs                                                   |
| 01/07/2025 | 877045  | High Point Networks | IT Resources      | \$ 32,208.00 | Council Approved -3 year renewal of our VMWare licenses    |
| 01/07/2025 | 877045  | High Point Networks | IT Resources      | \$ 2,886.00  | Juniper switches renewal                                   |
| 01/07/2025 | 877045  | High Point Networks | IT Resources      | \$ 340.00    | Junos Care -EOL 3/1/2025, support thru 8/31/2025           |
| 01/07/2025 | 877052  | J & M Auto Parts    | Water             | \$ 22,333.00 | (1) Heavy Duty Flatbed Trailer 15,000lb Capacity           |
| 01/01/2025 | 876992  | Johnson             | Sidewalk Debt Svc | \$ 7,500.00  | Bond Payments January 1, 2025                              |
| 01/07/2025 | 877057  | Knife River         | Water             | \$ 4,193.41  | 3/4 " BEDDING ROCK - (102) P/N: 333-005-00040              |
| 01/07/2025 | 877057  | Knife River         | Water             | \$ 7,741.97  | CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD                 |
| 01/07/2025 | 877057  | Knife River         | Water             | \$ 1,930.46  | Delivery and Fuel Surcharge                                |
| 01/07/2025 | 877057  | Knife River         | Water             | \$ 5,902.78  | Delivery and Fuel Surcharge                                |
| 01/07/2025 | 877059  | Mckinstry           | Stillwater Const  | \$ 9,600.00  | Independent party commissioning services of the Stillwater |

| Check Date | Check # | Name                      | Fund Name         | Amount       | Item Desc                                                    |
|------------|---------|---------------------------|-------------------|--------------|--------------------------------------------------------------|
| 01/07/2025 | 877060  | Mead & Hunt               | Airport           | \$ 8,425.00  | Air Service Consulting Services                              |
| 01/07/2025 | 877060  | Mead & Hunt               | Airport           | \$ 8,592.50  | Air Service Consulting Services                              |
| 01/07/2025 | 877064  | Midrange Consulting Group | IT Resources      | \$ 7,200.00  | AS400 Setup & Installation and one year hosting thru 12/2025 |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | SID Fund          | \$ 850.00    | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | SID Fund          | \$ 156.25    | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | SID Fund          | \$ 12,014.00 | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | SID Fund          | \$ 7,618.00  | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | SID Fund          | \$ 1,770.00  | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | Sidewalk Debt Svc | \$ 812.50    | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | Sidewalk Debt Svc | \$ 1,995.00  | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876993  | MT Municipal Cooperative  | Sidewalk Debt Svc | \$ 1,436.71  | Bond Payments January 1, 2025                                |
| 01/07/2025 | 877066  | MT Dept of Revenue-CGR2   | Facilities        | \$ 50.50     | Monthly Service Contract extended thru December 31, 2024     |
| 01/07/2025 | 877066  | MT Dept of Revenue-CGR2   | Facilities        | \$ -         | Monthly Maintenance and Repair at the Stillwater Building    |
| 01/07/2025 | 877066  | MT Dept of Revenue-CGR2   | Stillwater Const  | \$ 1,921.44  | Modernization of elevators at the Stillwater Building        |
| 01/07/2025 | 877066  | MT Dept of Revenue-CGR2   | Stillwater Const  | \$ 556.30    | installation of audio-visual systems in the Stillwater       |
| 01/07/2025 | 877073  | NorthWestern Energy       | Airport           | \$ 37,412.26 | 0100482-9. Vault Main Account. December 2024                 |
| 01/07/2025 | 877073  | NorthWestern Energy       | Airport           | \$ 422.46    | 0712792-1. IP-7. December 2024                               |
| 01/07/2025 | 877073  | NorthWestern Energy       | Airport           | \$ 1,013.16  | 0712800-2. IP-9. December 2024                               |
| 01/07/2025 | 877073  | NorthWestern Energy       | Airport           | \$ 611.88    | 0712809-3. IP-11 Alpine. December 2024                       |
| 01/07/2025 | 877073  | NorthWestern Energy       | Park Dist 1       | \$ 192.06    | 0712683-2                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Park Dist 1       | \$ 6.00      | 0831702-6                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Public Safety     | \$ 586.99    | 0712537-0                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Public Safety     | \$ 363.98    | 0720840-8                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Public Safety     | \$ 1,874.52  | STATION 1 DECEMBER SERVICES                                  |
| 01/07/2025 | 877073  | NorthWestern Energy       | Transit           | \$ 25.69     | 0712764-0                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Wastewater        | \$ 1,397.07  | 2132749-9                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Water             | \$ 8,294.70  | 0722252-4                                                    |
| 01/07/2025 | 877073  | NorthWestern Energy       | Water             | \$ 4,084.26  | 0723043-6                                                    |
| 01/07/2025 | 877075  | Polydyne Inc              | Wastewater        | \$ 58,608.00 | Clarifloc Chemical                                           |
| 01/07/2025 | 877075  | Polydyne Inc              | Wastewater        | \$ 5,096.00  | Flosperser 30 S...chemical supplies                          |
| 01/07/2025 | 877076  | Public Utilities          | Airport           | \$ 50,000.00 | 9/20/2024 - 10/21/2024 Water                                 |
| 01/07/2025 | 877076  | Public Utilities          | CDBG              | \$ 64.29     | 1709 St. Johns Ave. / Account #3115557                       |
| 01/07/2025 | 877076  | Public Utilities          | Facilities        | \$ 233.20    | 3078688                                                      |

| Check Date | Check # | Name                         | Fund Name         | Amount       | Item Desc                                                 |
|------------|---------|------------------------------|-------------------|--------------|-----------------------------------------------------------|
| 01/07/2025 | 877076  | Public Utilities             | Facilities        | \$ 70.27     | 3100365                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Facilities        | \$ 233.20    | 3105736                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Facilities        | \$ 763.79    | 3113479                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Park Dist 1       | \$ 100.67    | 3060453                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Park Dist 1       | \$ 562.55    | 3113369                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Parking           | \$ 21.53     | 3076980                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Parking           | \$ 95.05     | 3088608                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Parking           | \$ 74.55     | 3088641                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Parking           | \$ 296.96    | 3088641                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 62.79     | 3063998                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 28.27     | 3063998                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 112.50    | 3065605                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 65.46     | 3065605                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 42.29     | 3072537                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 43.35     | 3072537                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 51.37     | 3088868                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 142.03    | 3104126                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Public Safety     | \$ 31.00     | 3110936                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Solid Waste       | \$ 16.02     | 3077970                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Solid Waste       | \$ 18.62     | 3112719                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Transit           | \$ 639.48    | 3057820                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Transit           | \$ 32.98     | 3064066                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Transit           | \$ 69.14     | 3064066                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Wastewater        | \$ 6,807.82  | 3060439                                                   |
| 01/07/2025 | 877076  | Public Utilities             | Wastewater        | \$ 30.12     | 3075442                                                   |
| 01/01/2025 | 876994  | Purinton Family Trust        | Sidewalk Debt Svc | \$ 1,875.00  | Bond Payments January 1, 2025                             |
| 01/01/2025 | 876994  | Purinton Family Trust        | Sidewalk Debt Svc | \$ 1,725.00  | Bond Payments January 1, 2025                             |
| 01/01/2025 | 876994  | Purinton Family Trust        | Sidewalk Debt Svc | \$ 2,875.00  | Bond Payments January 1, 2025                             |
| 01/07/2025 | 877078  | Redline Systems              | Wastewater        | \$ 25,205.65 | Grit conveyor for Headworks                               |
| 01/07/2025 | 877079  | Reliable Mech & Controls     | Facilities        | \$ 4,999.50  | Extend existing Contract through December 31, 2024        |
| 01/07/2025 | 877079  | Reliable Mech & Controls     | Facilities        | \$ -         | Monthly Maintenance and Repair at the Stillwater Building |
| 01/01/2025 | 876995  | Royal C. Johnson Irrev Trust | SID Fund          | \$ 6,390.00  | Bond Payments January 1, 2025                             |
| 01/01/2025 | 876995  | Royal C. Johnson Irrev Trust | SID Fund          | \$ 540.00    | Bond Payments January 1, 2025                             |

| Check Date | Check # | Name                         | Fund Name          | Amount        | Item Desc                                                    |
|------------|---------|------------------------------|--------------------|---------------|--------------------------------------------------------------|
| 01/01/2025 | 876995  | Royal C. Johnson Irrev Trust | SID Fund           | \$ 247.50     | Bond Payments January 1, 2025                                |
| 01/01/2025 | 876995  | Royal C. Johnson Irrev Trust | Sidewalk Debt Svc  | \$ 15,800.00  | Bond Payments January 1, 2025                                |
| 01/07/2025 | 877081  | Second Nature Consulting     | Ballpark Donations | \$ 2,505.00   | admin services for protective netting at Dehler Park         |
| 01/07/2025 | 877084  | SL-serco                     | Solid Waste        | \$ 4,125.00   | Utility Billing System Audit                                 |
| 01/07/2025 | 877084  | SL-serco                     | Wastewater         | \$ 4,125.00   | Utility Billing System Audit                                 |
| 01/07/2025 | 877084  | SL-serco                     | Water              | \$ 8,250.00   | Utility Billing System Audit                                 |
| 01/07/2025 | 877087  | Star Service                 | Wastewater         | \$ 24,300.00  | svc agreement to replace waste & vent piping in admin bldg   |
| 01/07/2025 | ACH     | TeleData Technologies        | Stillwater Const   | \$ 55,073.61  | installation of audio-visual systems in the Stillwater       |
| 01/07/2025 | 877091  | TK Elevator                  | Stillwater Const   | \$ 190,222.06 | Modernized the elevator equipment at the Stillwater Building |
| 01/07/2025 | ACH     | Town & Country Supply        | Airport            | \$ 20,450.24  | Invoice #445827. QTA Car Rental Fuel                         |
| 01/07/2025 | ACH     | Town & Country Supply        | Public Safety      | \$ 3,516.49   | UNLEADED FUEL AND DIESEL STATIONS, 7, 5, 3, 1, 6             |
| 01/07/2025 | 877092  | Trojan Technologies          | Wastewater         | \$ 1,675.21   | Shipping                                                     |
| 01/07/2025 | 877092  | Trojan Technologies          | Wastewater         | \$ 108,843.10 | WRF - Disinfection..Trojan Replacement Parts; Invoice 31607  |
| 01/07/2025 | 877093  | Twin Eagle Consulting        | Water              | \$ 9,565.00   | SVCS for Path Study/Site Survey for Micr                     |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 207.25     | #986 Lp Anderson - Dt Bil - PCard                            |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 789.00     | #986 Lp Anderson - Dt Bil - PCard                            |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 1,827.68   | #986 Lp Anderson - Dt Bil - PCard                            |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 210.70     | 360 Office Solutions Inc - PCard                             |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 90.00      | A1 Jds Lock - PCard                                          |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 705.00     | A1 Jds Lock - PCard                                          |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 23.97      | Albertsons #1227 - PCard                                     |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 381.03     | Alsco Inc. - PCard                                           |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 156.29     | Alsco Inc. - PCard                                           |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 28.50      | Amazon Mktpl*Cq53C8le3 - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 11.97      | Amazon Mktpl*Z10So0lk2 - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 67.61      | Amazon Mktpl*Z15Zi3W22 - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 74.99      | Amazon Reta* Z373828C2 - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 188.28     | Amazon Reta* Zx6Z82MI0 - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 132.99     | Amazon.Com*Z17Ct0Fb2 - PCard                                 |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 139.99     | Amazon.Com*Z93T70L80 - PCard                                 |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ (94.90)    | Amzn Mktp Us - PCard                                         |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 640.35     | Amzn Mktp Us*Bw9Mo2663 - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards             | Airport            | \$ 94.90      | Amzn Mktp Us*Zl4Wh9D72 - PCard                               |

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|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 825.00   | Arffworkin* Aircraft R - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 605.37   | Billings Kubota Inc - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 250.00   | Billings Overhead Door In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 520.00   | Billings Overhead Door In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 528.00   | Billings Overhead Door In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 335.44   | Buildersfirstsource64021 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 240.00   | Creative Monograms Smb - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 240.00   | Creative Monograms Smb - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 11.25    | Dollar Tree - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 108.99   | Dtv*Directv Service - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 146.81   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 229.16   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 152.63   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 133.03   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 144.06   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 226.41   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 149.88   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 398.61   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 51.49    | Econo Print - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 1,128.70 | Edmo Distributors Inc - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 169.89   | Evergreen Ace Hardware - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 11.98    | Evergreen Ace Hardware - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 19.99    | Evergreen Ace Hardware - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 8.99     | Evergreen Ace Hardware - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 81.45    | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 410.00   | Fsp*Generator Starter Sho - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 40.00    | Fsp*Generator Starter Sho - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ (50.00)  | Fsp*Generator Starter Sho - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ (232.31) | Galls - PCard                     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 528.59   | Galls - PCard                     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 204.79   | Genesis Lamp Corp - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 2,945.59 | Genesis Lamp Corp - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 134.00   | Gensco-Billings - PCard           |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 99.48    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 683.62   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 57.48    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 660.21   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 97.60    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 25.68    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 67.08    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 562.16   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 141.46   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 139.99   | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 26.91    | Hobby-Lobby #251 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 35.42    | Hobby-Lobby #251 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 57.00    | In *Cotter'S Sewer, Septi - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ (129.72) | Interstate Battery Of The - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 1,849.62 | Interstate Battery Of The - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 125.00   | Jares Fence Company Inc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 362.84   | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 843.21   | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 3,500.00 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 966.49   | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 2,023.48 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 129.00   | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 924.59   | Lowes #00907* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 319.40   | Marketing Specialties In - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 239.49   | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 8.75     | Napa Store 3547007 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 154.50   | Norco - 97 - Billings - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 264.75   | Northwest Pipe Fittings - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 89.55    | Ns Corporation - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 67.56    | Ns Corporation - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 3,390.82 | Ns Corporation - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 2,343.59 | Nwestco - 001 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport   | \$ 170.79   | Pacwest Machinery Llc - PCard     |

| Check Date | Check # | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|---------|------------------|------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 161.83   | Pacwest Machinery Llc - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 298.90   | Pens.Com - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 88.34    | Pzg**Mt Dept Of Ag Onl - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 432.50   | Pzg**Mt Historical Soc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 68.85    | Quadient Inc Oracle - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 133.95   | Quadient Inc Oracle - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 200.00   | Red Wing Shoes #998 - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 30.00    | Redd"S Prints & Signs In - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 480.22   | Redd"S Prints & Signs In - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 37.98    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 120.00   | Spic And Span - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 15.34    | Stapls7647854561000001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ (15.34)  | Stapls7647854561001001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 15.34    | Stapls7647854561002002 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 2,602.95 | State Chemic*State Che - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 209.79   | State Chemic*State Che - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 31.81    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 7.18     | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 9.50     | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 380.69   | The Gallery Collection - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 82.45    | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 129.99   | Tractor-Supply-Co #0303 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 453.96   | United 0162441265400 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 22.99    | United 0164454172898 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 2,245.90 | Vaisala - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 6.85     | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 1,102.50 | Yellowstone Electric Comp - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 500.00   | Yellowstone Electric Comp - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 147.50   | Yellowstone Electric Comp - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 3,014.07 | Yellowstone Electric Comp - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Airport    | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Amend Park | \$ 385.62   | Dakota Supply Group - Bil - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building   | \$ 10.99    | Albertsons #1227 - PCard          |

| Check Date | Check # | Name             | Fund Name | Amount    | Item Desc                         |
|------------|---------|------------------|-----------|-----------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 10.68  | Albertsons #4025 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 223.10 | Amazon Mark* Z34Es7B72 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 230.31 | Amazon Mktpl*122Gt3Mi3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 28.66  | Amazon Mktpl*6P6Lv4A33 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 35.92  | Amazon Mktpl*Sn4Uq1Vvk3 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 96.37  | Amazon Mktpl*Z12Gr0342 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 93.90  | Amazon Mktpl*Z94Cs28F2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 14.98  | Amazon Mktpl*Zr0Pq5642 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 19.88  | Amazon Mktpl*Zr6A09Qx1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 19.94  | Amazon Mktpl*Zr9Gi69N2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 303.33 | Amazon Mktpl*Zr9J76X10 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 23.91  | Amazon Reta* C30Ho8Uo3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 14.66  | Amazon Reta* Z93Qv0N10 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 29.98  | Amazon Reta* Zr7Qi4Su1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 40.50  | American Water Technol - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 22.71  | Amzn Mktp Us*Z10436M40 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 22.77  | Amzn Mktp Us*Z92Dc2Cl2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 6.86   | Amzn Mktp Us*Zr21O6Ae0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 17.71  | Amzn Mktp Us*Zx1F08Ka1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 14.48  | Amzn Mktp Us*Zx2H27161 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 47.97  | Bestbuycom806999647686 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 19.99  | Bestbuycom806999647686 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 14.85  | Dakota Supply Group - Bil - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 29.00  | Dollar Tree - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 249.39 | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 202.88 | Homedepot.Com - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 42.29  | Homedepot.Com - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 900.00 | Int'L Code Council - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 34.11  | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 140.61 | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 449.00 | Si Certs Online Train - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 36.85  | Sq *Off Main Deli And Bak - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building  | \$ 31.25  | Target 00001719 - PCard           |

| Check Date | Check # | Name             | Fund Name    | Amount      | Item Desc                         |
|------------|---------|------------------|--------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Building     | \$ 23.20    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building     | \$ 158.66   | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Building     | \$ 79.89    | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 457.98   | A-Pro Home Inspection S - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 1,914.92 | Cncs - PCard                      |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 1,914.92 | Cncs - PCard                      |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 500.00   | Paypal *Shannonstob - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 20.00    | Sq *Mazevo Coffee - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 20.00    | Sq *Mazevo Coffee - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 20.00    | Sq *Mazevo Coffee - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | CDBG         | \$ 20.00    | Sq *Mazevo Coffee - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Court Grants | \$ 61.60    | Allegra Billings Mt - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Court Grants | \$ 450.00   | Charles Habeck Psy.D., - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Court Grants | \$ 59.90    | Samsclub #4805 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Court Grants | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 451.45   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 54.50    | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 68.80    | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 88.75    | Amazon Reta* 2R6Hv05C3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 59.66    | Amazon.Com*1Z2Y48Nk3 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 20.55    | Amzn Mktp Us*3444A4M73 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 62.34    | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 30.99    | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Engineering  | \$ 32.50    | U-Haul Moving & Storage A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | EOC 911      | \$ 48.92    | Amzn Mktp Us*Xk5Sf2Sb3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | EOC 911      | \$ 5.99     | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 37.50    | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 12.50    | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 21.39    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 517.94   | Ace Electric - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 115.00   | Air Controls-Billings - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 419.48   | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities   | \$ 288.90   | Alsco Inc. - PCard                |

| Check Date | Check # | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|---------|------------------|------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 19.12    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 52.85    | Amazon Mark* Zx9Mg0Ta1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 90.18    | Amazon.Com*Z90985112 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 25.00    | Billings Overhead Door In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 361.51   | Ecolab Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 180.93   | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 8.92     | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 13.79    | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 18.83    | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 67.70    | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 119.56   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 1,571.82 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 38.53    | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 56.20    | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 1,867.00 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 1,552.30 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 1,270.00 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 175.32   | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 44.06    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 44.06    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 4.72     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 13.48    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 29.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 234.84   | Mac Faucets - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 36.75    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 26.25    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 71.75    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 52.50    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 38.50    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 36.75    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 63.00    | Spinfresh Laundry - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 200.00   | Sq *Auto Auction Of Monta - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 190.00   | Sq *Skyline Services, Inc - PCard |

| Check Date | Check # | Name             | Fund Name  | Amount        | Item Desc                         |
|------------|---------|------------------|------------|---------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 140.00     | Sq *Skyline Services, Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 528.75     | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ (141.00)   | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ (450.00)   | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ (1,124.00) | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 1,427.00   | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 604.00     | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 1,000.00   | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 47.80      | Superior Water Solutions - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 48.94      | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 103.12     | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 24.46      | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 9.93       | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 46.34      | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 25.44      | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 13.50      | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Facilities | \$ 607.00     | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Fleet      | \$ 8.99       | Amazon Mktpl*Zl8N01Xr1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Fleet      | \$ 682.86     | Big Sky Linen And Unif - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Fleet      | \$ 841.19     | Cummins Osm - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Fleet      | \$ 140.99     | Harbor Freight Tools - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Fleet      | \$ 255.50     | Precision Roller - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Fleet      | \$ 37.90      | Sq *Genuine Marketing Llc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 1,466.38   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 139.59     | 360 Office Solutions-Blgs - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 45.99      | 360 Office Solutions-Blgs - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 30.00      | Aces Brand Imaging - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 36.00      | Aces Brand Imaging - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 68.00      | Aces Brand Imaging - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 85.00      | Aces Brand Imaging - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 14.99      | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 20.98      | Amazon Mktpl*Kq9Sc52Q3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General    | \$ 43.41      | Amazon Mktpl*Xm4Qo6Rl3 - PCard    |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 17.99    | Amazon Mktpl*Z12Gx1Mf1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 35.26    | Amazon Mktpl*Z157Z4Vc1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 59.94    | Amazon Mktpl*Z15Qp2V31 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 148.81   | Amazon Mktpl*Z33S72Pn1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 13.59    | Amazon Mktpl*Zl3R22Sy1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 34.96    | Amazon Mktpl*Zl9Gp49R1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 56.89    | Amazon Mktpl*Zr7Az9P70 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 21.79    | Amazon Mktpl*Zr8l22Gv2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 23.43    | Amazon Mktpl*Zx4G74T81 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 32.77    | Amazon Mktpl*Zx7953Ga1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 47.53    | Amazon Reta* Zr4Yv0Pl0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 12.99    | Amazon Reta* Zx7Hu5Fy0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 1,809.95 | Amc 88050 Group Sales - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 75.00    | American Assoc Of Code - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 75.00    | American Assoc Of Code - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 75.00    | Amzn Mktp Us*Z11Hx9Pm1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 18.49    | Amzn Mktp Us*Z33Ci9Hp0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 59.98    | Amzn Mktp Us*Zl3Vi9Ja1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 221.24   | Amzn Mktp Us*Zr4N60671 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 175.88   | Best Western Premier G - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 34.98    | Billings Hardware & Servi - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 2,017.50 | Cool River Roasting - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 25.88    | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 46.35    | Dex Imaging, Llc - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 809.40   | Doubletree Hotels - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 104.52   | Fedex Office 800000836 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 103.00   | Fsp*State Bar Of Montana - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 170.00   | Government Finance Offic - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 16.98    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 43.76    | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 145.25   | Jimmy Johns - 1646 - M - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 120.25   | Jimmy Johns - 1646 - M - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 132.91   | Jimmy Johns - 1646 - PCard        |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 216.00   | Law Office Of Karen J - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 164.92   | Northern Hotel - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 89.93    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 49.57    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 20.00    | Openai *Chatgpt Subscr - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 100.00   | Paypal *Goscma - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 150.00   | Paypal *Goscma - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 49.00    | Py *International Municip - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 2.99     | Remarkable - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 11.05    | Rockcreekcoffee.Com - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 40.00    | Rocky Mountain Governm - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 339.00   | Sp Nbi National Busi - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 84.61    | Stapls7647366341000001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 159.52   | Stapls7647598985000001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 18.54    | Stapls7647729949000001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 61.76    | Stapls7647729949000002 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 21.79    | Stapls7909301507000002 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 10.00    | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 57.03    | The Mail Drop - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 44.00    | The Rubber Stamp Shop, In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 2,065.46 | Thomson West*Tcd - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 58.85    | Tst*City Brew Coffee - C - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 46.00    | Tst*Montana Brewing Comp - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 3.64     | U-Haul Moving & Storage A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 100.20   | U-Haul Moving & Storage A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 144.95   | U-Haul Moving & Storage A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 130.00   | U-Haul Moving & Storage A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 133.80   | U-Haul Moving & Storage O - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 31.80    | U-Haul Moving & Storage O - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 35.46    | Usps Po 2907800103 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 144.00   | Wal-Mart #1956 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 130.95   | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | General   | \$ 424.00   | Wolters Kluwer/Cch/L&R - PCard    |

| Check Date | Check # | Name             | Fund Name    | Amount      | Item Desc                         |
|------------|---------|------------------|--------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | General      | \$ 66.39    | Zoom.Com 888-799-9666 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | General      | \$ 49.00    | Zoom.Com 888-799-9666 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | General      | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | General      | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 30.38    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 12.69    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 16.99    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 34.50    | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 33.56    | Amazon Mktpl*Ag8Zm2G73 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 43.31    | Amazon Mktpl*Ex32959F3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 39.55    | Amazon Mktpl*Z30Qs9H10 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 5.99     | Amazon Mktpl*Z38Cg8Ga1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 81.81    | Amazon Mktpl*Zl7Vi6lb1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 29.97    | Amazon Mktpl*Zx9Tx7E61 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 79.99    | Amazon Reta* 8A20K9K33 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 80.98    | Amazon Reta* Zx6U88021 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 3.43     | Amazon.Com*Qe75V17U3 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 189.98   | Amzn Mktp Us*Zl4H58Hr1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 84.00    | Creative Monograms Smb - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 4,200.00 | Ebay O*03-12420-18211 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 4,200.00 | Ebay O*26-12393-50559 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 1,824.00 | Esri - PCard                      |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 889.66   | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 356.21   | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | IT Resources | \$ 20.00    | Openai *Chatgpt Subscr - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 462.71   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 20.58    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 96.72    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 393.42   | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 216.25   | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 84.99    | Acco Brands Direct - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 27.47    | Albertsons #0047 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library      | \$ 10.99    | Albertsons #4025 - PCard          |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 4.99     | Albertsons #4025 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 110.12   | Amazon Mark* Z135135J1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 122.96   | Amazon Mktpl*0Z9Qo2Hz3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 199.99   | Amazon Mktpl*Kh5Jx9L83 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 14.44    | Amazon Mktpl*Kh5Jx9L83 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 112.62   | Amazon Mktpl*Kh5Jx9L83 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 28.97    | Amazon Mktpl*R46Pq8Z23 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 37.61    | Amazon Mktpl*X15Q95Oq3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 7.79     | Amazon Mktpl*Yo8487Ab3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 178.68   | Amazon Mktpl*Zr3Ql1F42 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 94.95    | Amazon Mktpl*Zr53T9Gx2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 17.49    | Amazon Reta* V10Zy15G3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 54.06    | Amazon Reta* Zl18135T2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 7.99     | Amazon Reta* Zr4Tr0Xq1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 22.49    | Amazon Reta* Zx8N26Ss0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 116.29   | Amzn Mktp Us*Zl59T2232 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 23.30    | Amzn Mktp Us*Zl9Zd14N1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 91.47    | Asana.Com - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 100.50   | Batteries+Bulbs #0253 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 27.14    | Billings Hardware & Servi - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 2,058.07 | Collaborative Summer Libr - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 69.00    | Colonial Surety Agency - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 396.83   | Cricut - PCard                    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 31.75    | Dollar Tree - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 59.00    | Gan*1094Grfalltribcinc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 34.00    | Gan*Usatodaycinc - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 120.00   | Google *Gsuite_Explore - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 14.02    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 62.52    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 25.11    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 53.07    | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 15.96    | Hobby-Lobby #251 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 290.00   | Hp *Hp.Com Store - PCard          |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 199.00   | In *Barking Dog Interpret - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 360.00   | In *Vinyl Monkeys - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 109.99   | Joann Stores*Joann.Com - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 1,337.72 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 1,031.87 | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 39.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 19.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 20.65    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 59.92    | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 25.00    | Montana Secretary State - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 60.95    | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 85.82    | Otc Brands *Otc Brands - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 115.50   | Paypro *Faronics - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 39.60    | Pizza Hut #1714 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 39.60    | Pizza Hut #1714 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 83.75    | Prusa Research - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 343.00   | Simply Local Mag - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 392.49   | Sp Elm Usa - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 105.00   | Sp Smokey Hill Desig - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 110.00   | Sp Tfd Supplies - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 75.00    | Sq *The Sourdough Bagel - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 15.00    | Sq *This House Of Books - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 52.00    | Sq *Yellowstone County Ne - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 52.00    | Sq *Yellowstone County Ne - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 185.09   | Stapls7909344328000002 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 63.78    | Stapls7909344328000003 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 3.48     | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 18.82    | The Mail Drop - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 27.50    | The Rubber Stamp Shop, In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 59.85    | Town & Country Food - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 6.42     | Town & Country Food - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 606.52   | Uline *Ship Supplies - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library   | \$ 6.00     | Wal-Mart #1956 - PCard            |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Library     | \$ 103.68   | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library     | \$ 18.94    | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Library     | \$ 5.60     | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 309.88   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 318.85   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 731.80   | 360 Office Solutions-Blgs - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 178.33   | Amazon Mark* Z19W57Hu2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 447.00   | Amazon Mark* Zx3Pg7Ad1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 108.71   | Amazon Mktpl*Rb2Sr9Du3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 205.05   | Amzn Mktp Us*Zr6J16I31 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 98.91    | Dd *Topzsandwichcompa - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 30.00    | Dollar Tree - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 381.00   | Montana Society Of Certif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 539.00   | Montana Society Of Certif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 65.56    | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 48.00    | Todoist - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | P.W. Admin  | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,167.00 | 4Imprint, Inc - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 231.50   | 4Imprint, Inc - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 231.52   | 4Imprint, Inc - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 380.00   | 4Imprint, Inc - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 29.00    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 65.00    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 12.99    | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 19.99    | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 59.99    | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 66.20    | Adobe Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 2,125.00 | Air Controls-Billings - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 29.95    | Albertsons #0038 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 16.91    | Albertsons #0038 - PCard          |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 49.55    | Albertsons #0038 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 33.79    | Albertsons #0038 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 32.34    | Albertsons #0038 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 49.58    | Albertsons #0038 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 19.97    | Albertsons #4025 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 134.95   | Als Bootery & Repair Shop - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 293.02   | Amazon Mark* Z16Mx4B91 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 94.85    | Amazon Mark* Zl0X82Wm0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 134.99   | Amazon Mark* Zl71C7Ku1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 104.60   | Amazon Mktpl*4Q5Fs60L3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 53.09    | Amazon Mktpl*Z188W1Pc2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 8.50     | Amazon Mktpl*Z38Hm9Vm2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 8.49     | Amazon Mktpl*Z38Hm9Vm2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 19.90    | Amazon Mktpl*Zr0B48Wg2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 130.30   | Amazon Mktpl*Zx0Eh28W2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 13.88    | Amazon Mktpl*Zx0Zd8391 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 22.95    | Amazon Mktpl*Zx8Dt0850 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ (19.90)  | Amazon Mktplace Pmts - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 175.99   | Amazon Reta* Zx1Tm0Ue0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 17.49    | Amazon.Com*Z96Vo0Pw2 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 66.75    | Amazon.Com*Zl7E201L1 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 23.16    | Amazon.Com*Zr0N86Ck0 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 124.75   | Amazon.Com*Zx9l282U2 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,947.60 | American Cemetery Supplie - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 59.50    | American Swing Products, - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 14.99    | Ampd Strong - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 4.99     | Ampd Strong - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 264.58   | Amzn Mktp Us*Z31Va2D91 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 10.96    | Amzn Mktp Us*Z91Rh1Li2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 119.00   | Base Camp - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 350.00   | Big Sky Irrigation Inc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 148.50   | Big Sky Linen And Unif - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00   | Billings Nursery And Land - PCard |

| Check Date | Check # | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|---------|------------------|-------------|-----------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 180.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 180.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 270.00 | Billings Nursery And Land - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 59.99  | Bis Safety Software - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 119.98 | Bis Safety Software - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 76.17  | Bobcat Of Big Sky Inc - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 82.54  | Border States Industries - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 6.24   | Border States Industries - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 61.97  | Border States Industries - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 51.64  | Border States Industries - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 16.57  | Border States Industries - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 58.52  | Border States Industries - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 348.98 | City Of Billiings Buildin - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 15.40  | College Transcript - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 112.97 | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 21.25  | Dollar Tree - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 53.70  | Dt *Duluth Trading Co - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 89.50  | Dt *Duluth Trading Co - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 121.76 | Dxp Enterprises - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 86.15  | Ebay O*08-12438-27787 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 26.99  | Evergreen Ace Hardware - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 106.75 | Forestry Suppliers Inc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 131.28 | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 5.34   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 39.01  | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 32.25  | Hanson Chemical - PCard           |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 29.99    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 69.99    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 16.99    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 48.96    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 21.93    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 5.42     | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 37.26    | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 31.60    | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 20.34    | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 55.66    | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ (106.07) | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 106.07   | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 182.52   | Interstate Battery Of The - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,147.96 | Interstate Battery Of The - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 101.56   | Interstate Battery Of The - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 387.00   | Isa - PCard                       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 103.27   | Issa Intl Sports Scien - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 49.99    | Istate Truck Inc 251 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 171.90   | Jersey Mikes Online Uc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 518.84   | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 103.70   | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 51.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 75.48    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 52.96    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 48.54    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 44.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 48.94    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 5.94     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 9.99     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 127.55   | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 29.99    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 94.97    | La Police Gear Inc - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 120.94   | Lowes #00319* - PCard             |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 28.99    | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 49.98    | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 18.40    | Macon Supply Inc - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 46.35    | Meadow Green - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,250.00 | Medallion Vault & Casket - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 655.00   | Medallion Vault & Casket - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 26.49    | Mfcp Billings - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 46.11    | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 74.83    | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 315.70   | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 338.02   | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 47.75    | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 16.40    | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 721.00   | Montana Nursery & Landsca - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ (721.00) | Montana Nursery & Landsca - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 32.33    | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 86.32    | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 116.15   | Nc The Cat Rental Stor - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 6.99     | Nfhs All Access - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 41.06    | North Coast Electric - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 201.81   | North Coast Electric - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 275.00   | Nrpa Operating - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 72.91    | Nrpa Operating - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 20.99    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 24.99    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 14.50    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 14.49    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 20.99    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 95.37    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 16.00    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 42.98    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 21.50    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 21.50    | Office Depot #450 - PCard         |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 47.98    | O'Reilly 1551 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 3.00     | Parchment-Univ Docs - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 120.00   | Pepsicola Bottling Compan - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,452.78 | Ratco Llc - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 95.50    | Ratco Llc - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 50.00    | Sams Club Renewal - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 240.00   | Sams Club#4805 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 65.88    | Samsclub #4805 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 130.56   | Samsclub #4805 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 3.49     | Shamrock Fsw590 Billings - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 62.98    | Shamrock Fsw590 Billings - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 42.98    | Shamrock Fsw590 Billings - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 6.98     | Shamrock Fsw590 Billings - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 352.40   | Sherwin-Williams703203 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 85.98    | Shipton'S Big R Heights - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 83.28    | Shipton'S Big R Service - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,534.98 | Shipton'S Big R Service - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 347.49   | Shipton'S Big R Service - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 299.95   | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 11.99    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 179.95   | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 63.74    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 86.97    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 49.99    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 37.98    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 12.99    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 47.98    | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 135.61   | Smalltoys Jackpotbingo - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 79.99    | Spectrum - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 19.99    | Spotify Usa - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 35.46    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 2.58     | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 71.75    | Tacoma Screw Products Inc - PCard |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 20.30    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 78.11    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 212.57   | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 121.41   | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 86.22    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 14.95    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 29.22    | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 267.97   | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 50.00    | Textmagic.Com - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 130.98   | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 193.48   | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 27.64    | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 14.96    | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 15.69    | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 133.94   | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 414.94   | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 724.03   | Tractor & Equipment - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 430.50   | Tractor & Equipment - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 3,445.82 | Tractor & Equipment - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ (49.64)  | Tractor & Equipment - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 1,081.00 | United Rentals - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 2,083.00 | United Rentals - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 9.35     | Usps Po 2907810117 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 28.98    | Vistaprint - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 68.84    | Wal-Mart #1956 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 70.53    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 11.91    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 28.96    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 19.94    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 2.91     | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 68.94    | Wal-Mart #4412 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 199.50   | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 20.00    | West End Lock And Securit - PCard |

| Check Date | Check # | Name             | Fund Name   | Amount      | Item Desc                         |
|------------|---------|------------------|-------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 120.00   | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 46.25    | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 11.98    | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 93.29    | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 27.72    | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 32.27    | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 23.80    | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 65.00    | Wwp*Sprague Pest Solution - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 16.59    | Zoom.Com 888-799-9666 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 72.39    | Zumba Fitness - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 35.00    | Zumbini - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Park Dist 1 | \$ 349.00   | Zumbini - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 46.28    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 46.67    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ (46.28)  | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 99.98    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 20.90    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 191.07   | Air Controls-Billings - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 46.90    | Batteries+Bulbs #0253 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 7.00     | Carquest 3103 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 7.00     | Carquest 3103 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 24.99    | Carquest 3103 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 10.00    | City Of Billings Parking - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 16.00    | Creative Monograms Smb - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 382.00   | Creative Monograms Smb - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 2,455.00 | Econo Print - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 227.79   | Edge Construction Supp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 520.29   | Galls - PCard                     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 260.80   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 326.00   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 661.07   | Great Western Supply Co - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 55.55    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 38.97    | Harbor Freight Tools 207 - PCard  |

| Check Date | Check # | Name             | Fund Name   | Amount    | Item Desc                         |
|------------|---------|------------------|-------------|-----------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 8.81   | Hobby-Lobby #251 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 1.99   | Hobby-Lobby #251 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 660.00 | In *International Parking - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 44.00  | In *Yellowstone Acoustics - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 4.99   | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 80.95  | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 11.99  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 11.99  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 12.00  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 139.38 | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 150.99 | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 161.00 | Overhead Door-S Mont - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 113.56 | Sherwin-Williams703429 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 35.99  | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 512.00 | Sp Universalboot Inc - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 25.00  | Spic And Span - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 25.00  | Spic And Span - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 25.00  | Spic And Span - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 66.00  | Spic And Span - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 31.89  | Stapls7647980776000001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 53.39  | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 175.36 | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 77.78  | Wal-Mart #1956 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 13.02  | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parking     | \$ 5.98   | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 23.37  | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 139.29 | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 300.51 | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 260.61 | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 27.00  | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 55.97  | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 27.47  | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Parks Maint | \$ 27.82  | Yellowstone Valley Elect - PCard  |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 496.15   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 161.90   | Amazon Mktpl*Z140H9Uf0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 49.51    | Amazon Mktpl*Z196X9Mh1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 298.39   | Amazon Mktpl*Z99Hf7142 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 25.40    | B&H Photo 800-606-6969 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 711.83   | B&H Photo 800-606-6969 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 377.54   | Budget Rent A Car - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 197.97   | Budget Rent A Car - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 294.00   | Courtyard By Marriott - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 17.00    | Exxon Gateway Convenie - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 127.11   | Fairfield Inn & Suites - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 416.34   | In *American Incinerators - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 440.74   | Peavey Corp. - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 131.26   | Residence Inn Denver - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 19.75    | Rocket 6546 - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 579.95   | United 0162443500323 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 40.00    | United 0164453533658 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 40.00    | United 0164454093420 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | PD Program    | \$ 22.99    | United 0164456470515 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 392.00   | Aashto - PCard                    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 343.00   | American Planning Associ - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 74.90    | Anc* Newspapers.Com - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 305.00   | Apa - PCard                       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 78.96    | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 74.45    | Domino'S 7003 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 3.98     | Samsclub #4805 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Planning      | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 50.98    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 117.78   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 2,470.35 | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 369.07   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 298.86   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,478.33 | 360 Office Solutions Inc - PCard  |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 897.75   | 4Te*Alarm Monitoring Serv - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 239.88   | Adobe - PCard                     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 2,165.16 | Agent Fee 8900898372486 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 543.98   | Airbnb * Hmwcbz9Jx2 - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 337.96   | Alaska Air 0272390702571 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 337.96   | Alaska Air 0272390702572 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 17.98    | Albertsons #1227 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 112.47   | Albertsons #1227 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 27.36    | Albertsons #4041 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.50    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.10    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 39.15    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 52.64    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.42    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.25    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 35.64    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.10    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.05    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.05    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.32    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 35.64    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.05    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.05    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.05    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 185.58   | Amazon Mark* Z15So1Nf2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 51.76    | Amazon Mark* Z18G20R40 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 163.14   | Amazon Mark* Zl0Ua07C2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 191.97   | Amazon Mktpl*4G6X83Ez3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 38.00    | Amazon Mktpl*Ef6Fz2Hu3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 120.99   | Amazon Mktpl*Mh1Da2X93 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,113.93 | Amazon Mktpl*Xp3Ei4M63 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 17.99    | Amazon Mktpl*Y41Tt2M43 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 89.59    | Amazon Mktpl*Z109560Q2 - PCard    |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                      |
|------------|---------|------------------|---------------|-------------|--------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 42.24    | Amazon Mktpl*Z19Un5Q80 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 966.00   | Amazon Mktpl*Z35Rt1H60 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 55.99    | Amazon Mktpl*Z37Xj7H20 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 18.76    | Amazon Mktpl*Z92Sh4302 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 10.00    | Amazon Mktpl*Z933G5An2 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 18.39    | Amazon Mktpl*Zl55K7De0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 19.98    | Amazon Mktpl*Zr3Qb40I0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 70.37    | Amazon Mktpl*Zr49U41M0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 72.59    | Amazon Mktpl*Zr9Pr97U2 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 5.29     | Amazon Mktpl*Zr9Ps3430 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 44.73    | Amazon Mktpl*Zx0Ta6Jq0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 67.14    | Amazon Mktpl*Zx25J0V00 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 28.99    | Amazon Mktpl*Zx2ly04Z0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 11.95    | Amazon Mktpl*Zx2Wu97S2 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 29.98    | Amazon Mktpl*Zx56J97R2 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 100.99   | Amazon Mktpl*Zx5Ud9Jh0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (139.00) | Amazon Prime*Cn71E9Tn3 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 23.99    | Amazon Reta* Zr0Hw8Wp0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 301.95   | Amazon Reta* Zr12G04S0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 68.34    | Amazon Reta* Zr4Zi3211 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 39.35    | Amazon Reta* Zr5T627V1 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 746.10   | Amazon Reta* Zx8N13Bv2 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 28.36    | Amazon.Com*Z324N1Zy0 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 78.00    | American Water Technol - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 209.98   | Amzn Mktp Us*1G0Wv1643 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,699.99 | Amzn Mktp Us*4P0Q85Dn3 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 127.99   | Amzn Mktp Us*X58Rs6Rf3 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 36.95    | Amzn Mktp Us*Z13Km2D70 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 24.24    | Amzn Mktp Us*Z16V89V51 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 225.31   | Amzn Mktp Us*Zr8Z59Fc0 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 81.59    | Amzn Mktp Us*Zx79I2He2 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 714.81   | Angel Armor - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 299.99   | At Home Store 281 - PCard      |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,999.00 | Axon - PCard                      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 238.14   | B&H Photo 800-606-6969 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 28.93    | B&H Photo 800-606-6969 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 318.06   | B&H Photo 800-606-6969 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 122.94   | B&H Photo 800-606-6969 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 38.00    | Batteries+Bulbs #0253 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 63.97    | Best Buy 00005926 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 385.45   | Big Sky Linen And Unif - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 169.95   | Billings Army Navy Surplu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 99.95    | Billings Army Navy Surplu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,470.00 | Billings Clinic - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 341.94   | Billings Paint Center - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 81.58    | Bound Tree Medical Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 244.74   | Bound Tree Medical Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 81.58    | Bound Tree Medical Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 285.53   | Bound Tree Medical Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 427.90   | Bound Tree Medical Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 407.90   | Bound Tree Medical Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 36.38    | Brookshire Bros 612 - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 84.39    | Brownells Inc - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 548.22   | Bruco Inc - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 235.29   | Cambria Hotel Austin Down - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 182.25   | Cambria Hotel Austin Down - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 369.16   | Cda, Id - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 369.16   | Cda, Id - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,072.50 | Clarey'S Safety Equipment - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 34.53    | Conoco - Livingston 3 130 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 49.98    | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 109.45   | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 199.99   | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 119.70   | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 166.67   | Costco Whse #1644 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 627.50   | Cotter S Sewer Inc - PCard        |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 243.35   | Courtyard By Marriott - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 234.00   | Creative Monograms Smb - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 100.00   | Delta Air Baggage Fee - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 100.00   | Delta Air Baggage Fee - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 100.00   | Delta Air Baggage Fee - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 79.00    | Dji Drones - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 79.00    | Dji Drones - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 36.00    | Dji Drones - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 423.23   | Domino'S 7138 - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 88.02    | Econo Print - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 360.88   | Emblem Enterprises Inc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 683.18   | Enterprise Rent-A-Car - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 169.95   | Epoliciesupply.Com - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 11.46    | Eractoll 783594779 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 18.00    | Evident Inc - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 80.00    | Evident Inc - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 40.00    | Expedia 72982487472416 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 24.88    | Express Print Pack Ship - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 42.72    | Exxon Columbus #1151 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,708.82 | Farrwest - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 427.47   | First Tactical - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 100.00   | Fsp*Billings Clinic Commu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 80.00    | Fsp*Billings Clinic Commu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 110.00   | Fsp*Billings Clinic Commu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 140.00   | Fsp*Billings Clinic Commu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 17.00    | Fsp*Billings Clinic Commu - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 169.99   | General Pacific, Inc. - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 3,000.00 | Gracie Univ - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 83.84    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 217.20   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 139.95   | Grammarly Co*Fjaa8T1 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 101.50   | Graybar Electric - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 106.16   | Great Falls Sleep Inn Mt1 - PCard |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 503.00   | Gw Inc - PCard                    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 4,125.00 | Hanser Wrecker Company - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 336.08   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 683.15   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 423.90   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 197.38   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 54.94    | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 157.10   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 442.81   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 24.89    | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 113.66   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 17.45    | Hobby-Lobby #251 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 26.62    | Holiday Stations 0010 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 33.00    | Holiday Stationstore0506 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 22.48    | Homedepot.Com - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 8.27     | Hose & Rubber - Ar - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 75.00    | labti.Org - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 75.00    | labti.Org - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 75.00    | labti.Org - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 107.76   | Ice Bozeman Terminal - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 200.00   | Icma Online - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 2,947.00 | In *Big Phish Constructio - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,410.00 | In *Edispatches - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 22.75    | In *Frosty Solutions, Llc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 589.00   | In *Hamilton Mechanical - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,950.00 | In *Ryan Comyn - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 2,641.00 | In *Ryan Comyn - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,467.50 | In *Ryan Comyn - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 65.64    | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,432.38 | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 467.35   | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 43.76    | Insight Public Sector - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 300.00   | Int'L Code Council - PCard        |

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|------------|---------|------------------|---------------|-------------|----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 300.00   | Int'L Code Council - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 260.00   | Int'L Code Council Inc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 278.54   | Iron Mountain - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 7.77     | J2 Office Products - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 75.81    | Jersey Mikes Online Uc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 188.02   | Jimmy Johns - 1646 - E - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 54.62    | Kb Commercial Products - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 112.85   | Kings Ace Hdwe - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 21.90    | Kings Ace Hdwe - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,168.92 | Kings Ace Hdwe - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 47.80    | Kings Ace Hdwe - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 84.15    | Law Enforcement Drone - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 110.29   | Lenovo United States - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 4,407.90 | Life Assist Inc - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 353.51   | Life Assist Inc - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,470.00 | Ln Curtis Salt Lake City - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 452.20   | Ln Curtis Salt Lake City - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,921.20 | Ln Curtis Salt Lake City - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,612.80 | Ln Curtis Salt Lake City - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 498.00   | Lockwood Ace Hardware - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,150.19 | Lowes #00907* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 122.00   | Mcwholesale - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 281.60   | Midland Mechanical Inc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 264.00   | Midland Mechanical Inc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 410.10   | Midland Mechanical Inc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 136.00   | Mid-Rivers Telephone Coo - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 122.94   | Montana Club Of Billings - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 946.71   | Moore Lane Vh - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 18.18    | Napa Store 3547004 - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,370.00 | National Academy Of Emd - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 259.52   | National Emergency Train - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 270.00   | National Shooting Sports - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 270.00   | National Shooting Sports - PCard |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 210.75   | Nemont - PCard                    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 114.99   | Nfpa Natl Fire Protect - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 114.99   | Nfpa Natl Fire Protect - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 24.87    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 30.99    | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 324.95   | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 229.68   | Positive Concepts - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,230.00 | Priority Dispatch Corp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 554.00   | Priority Dispatch Corp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,108.00 | Priority Dispatch Corp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,662.00 | Priority Dispatch Corp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,662.00 | Priority Dispatch Corp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,662.00 | Priority Dispatch Corp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 137.03   | Real Audio Concepts - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 622.50   | Real Audio Concepts - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (254.25) | Red Rock Adv Room Dep - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,995.00 | Reliable Automation Syste - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 420.18   | Reliable Automation Syste - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 57.27    | Rev.Com - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 89.64    | Rev.Com - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 146.91   | Rev.Com - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 179.28   | Rev.Com - PCard                   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 109.80   | Roco Rescue Inc - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 506.40   | Scl Health Rsc Pb - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 132.94   | Selbys - PCard                    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 386.92   | Selbys - PCard                    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 213.38   | Shiloh Veterinary Hospita - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 250.00   | Sonetics Corporation - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 305.16   | Sonetics Corporation - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 282.50   | Sp Arcantenna.Com - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 794.80   | Sp Misty Mountain - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 175.00   | Sp Red Oxx Mfg - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,086.00 | Sp X-Chair Llc - PCard            |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 999.80   | Sp Zero9 Solutions Llc - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 298.06   | Spectrum - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 35.00    | Sq *Big Sky Bubbles - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,310.00 | Sq *Montana Premiere Ente - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (450.00) | Sq *Western Fire Chiefs A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 9.60     | Stapls7647552577000001 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 319.68   | State Chemic*State Che - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 505.00   | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,435.00 | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 450.00   | Summit Fire And Security - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 62.00    | Taco Bell 034358 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 17.57    | Target 00001719 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 46.00    | Target 00001719 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 93.98    | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 115.85   | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 115.96   | Target 00013334 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 3,300.00 | Teleflex Llc - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1,396.78 | The Blind Guy - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 2,698.40 | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 50.75    | The Ups Store 2594 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 15.69    | The Ups Store 4741 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 277.60   | Tlo Transunion - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 97.00    | Trace Analytics Llc - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (60.77)  | Travel 72940477529461 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (60.77)  | Travel 72940477529461 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (60.77)  | Travel 72940477529461 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ (60.77)  | Travel 72940477529461 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 35.90    | Tst*City Brew Coffee - C - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 35.90    | Tst*City Brew Coffee - C - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 47.00    | Tst*City Brew Coffee - C - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 30.00    | Tst*City Brew Coffee - C - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 41.40    | Universal Awards - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 77.63    | Universal Awards - PCard          |

| Check Date | Check # | Name             | Fund Name     | Amount      | Item Desc                         |
|------------|---------|------------------|---------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 58.41    | Ups*Billing Center - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 39.30    | Ups*Billing Center - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 1.17     | Ups*Billing Center - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 46.75    | Ups*Billing Center - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 36.89    | Wal-Mart #1956 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 42.59    | Wal-Mart #1956 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.97    | Walmart.Com - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.97    | Walmart.Com - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.97    | Walmart.Com - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.97    | Walmart.Com 8009256278 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.97    | Walmart.Com 8009256278 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 13.97    | Walmart.Com 8009256278 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 388.62   | Wasabi Technologies - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 7.00     | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 28.50    | West End Lock And Securit - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 19.94    | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 91.76    | Wm Supercenter #2923 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 97.00    | Www.Volgistics.Com - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 25.52    | Yellowstone County Treas - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 87.10    | Yellowstone County Treas - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 51.03    | Yellowstone County Treas - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 222.71   | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 649.05   | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 43.94    | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 129.11   | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 106.44   | Zazzle Inc - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Public Safety | \$ 4,478.60 | Zoll Medical Corp - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste   | \$ 411.10   | 360 Office Solutions-Blgs - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste   | \$ 50.00    | Aces Brand Imaging - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste   | \$ 120.84   | Amazon Mark* Zr4Y74Hd0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste   | \$ 23.98    | Amazon Mktpl*Z93509Gb2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste   | \$ 25.48    | Amazon Mktpl*Zx5Qc5Sp2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste   | \$ 21.51    | Amazon Mktpl*Zx5Qc5Sp2 - PCard    |

| Check Date | Check # | Name             | Fund Name   | Amount        | Item Desc                         |
|------------|---------|------------------|-------------|---------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 40.99      | Amazon Mktpl*Zx5Qf77I2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 90.76      | Amzn Mktpl Us*Zl9Wa2Y30 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 210.00     | Batteries+Bulbs #0253 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 3.50       | Batteries+Bulbs #0253 - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 1,631.51   | Big Sky Linen And Unif - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 4,227.12   | Big Sky Linen And Unif - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 23.65      | City Of Billings - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 669.88     | Cross Petroleum Service - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 161.71     | Enduro Products - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ (161.71)   | Enduro Products - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 296.25     | Fastenal Company 01Mtbl - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 941.47     | Fastenal Company 01Mtbl - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 131.10     | General Distributing Comp - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 93.38      | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 93.38      | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 2,245.85   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ (2,008.43) | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 131.51     | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 191.26     | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 1,205.00   | In *Independent Lock And - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 1,011.89   | Inficon, Inc - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 393.19     | Kincaid Equipment Manufac - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 89.99      | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 39.99      | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 476.25     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 31.06      | Kleen Rite Corp - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 179.34     | Kleen Rite Corp - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 179.34     | Kleen Rite Corp - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 62.97      | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 55.01      | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 43.95      | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 80.00      | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste | \$ 24.97      | Napa Store 3547001 - PCard        |

| Check Date | Check # | Name             | Fund Name        | Amount      | Item Desc                         |
|------------|---------|------------------|------------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 963.39   | Northland Automotive - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 110.07   | Office Depot #450 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 267.75   | Pacific Steel Branch #02 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 107.30   | Paypal *Genuinemark - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 111.75   | Paypal *Genuinemark - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 840.00   | Pzg**Mt Dept Revenue-E - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 329.99   | Shipton'S Big R West - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 138.50   | Sq *Clint Burdette - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 57.63    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 132.00   | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Solid Waste      | \$ 73.50    | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Stillwater Const | \$ 27.97    | Amazon Mark* Zx0B400E1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Stillwater Const | \$ 1,057.93 | Dri*Logi Store - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Stillwater Const | \$ 757.95   | Dri*Logi Store - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Stillwater Const | \$ 1,226.35 | Homedepot.Com - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 124.52   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 68.40    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 70.35    | Amazon Mktpl*Zr1Pt7Ss2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 27.63    | Amazon Mktpl*Zr1Pt7Ss2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 15.58    | Amazon Mktpl*Zr4E83Dr2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 45.52    | Amazon Mktpl*Zr4E83Dr2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 16.95    | Amazon Mktpl*Zx2Zc8Qo2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 27.69    | Amazon Reta* Zx7Nb1172 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 10.99    | Autozone #3772 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 27.00    | Awg 3575 - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 1,000.00 | Fp *Altitude Signal, Llc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 1,000.00 | Fp *Altitude Signal, Llc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 1,000.00 | Fp *Altitude Signal, Llc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 915.00   | Fp *Altitude Signal, Llc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 45.98    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 62.73    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 64.97    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic   | \$ 86.94    | Heights Ace Hdwe - PCard          |

| Check Date | Check # | Name             | Fund Name      | Amount    | Item Desc                         |
|------------|---------|------------------|----------------|-----------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 340.00 | International Municipa - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 38.53  | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 39.99  | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 61.97  | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 19.99  | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 48.58  | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 71.96  | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 15.98  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 277.74 | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 298.00 | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 60.38  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 39.98  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 123.80 | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 49.16  | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 295.06 | Mead Lumber Billings - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 491.66 | North Coast Electric - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 936.60 | Sherwin-Williams703203 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 366.98 | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 2.48   | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 147.38 | Wal-Mart #1956 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 25.32  | Wm Supercenter #1956 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 550.00 | Www.Aboutphaseacademy. - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Street/Traffic | \$ 211.49 | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 111.20 | (Pc) 0725 Ced - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 205.93 | (Pc) 0725 Ced - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 43.57  | 360 Office Solutions-Blgs - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 14.60  | 360 Office Solutions-Blgs - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 94.95  | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 50.37  | Aaim - Services - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 38.00  | Aaim - Services - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 664.92 | Abc Florida Parts Call Ct - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 59.99  | Adobe *Adobe - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit        | \$ 12.99  | Adobe *Adobe - PCard              |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 109.99   | Albertsons #0047 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 38.94    | Albertsons #0630 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 19.47    | Albertsons #0630 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 138.70   | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 183.64   | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 448.66   | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 23.28    | Alsco Inc. - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 14.95    | Amazon Mktpl*4H54T2093 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 156.17   | Amazon Mktpl*C92U92Kf3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 61.11    | Amazon Mktpl*K72A04Ka3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 34.98    | Amazon Mktpl*Z17Ha5Yy2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 39.56    | Amazon Mktpl*Z34Re6Vi2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 17.89    | Amazon Mktpl*Z96Ue63J2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 18.10    | Amazon Reta* Zr3Nm4Fj2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 86.73    | Amazon.Com*Z17Wk0H32 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 1,086.00 | Amzn Mktp Us*Z96A65Os2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 839.00   | Apta - PCard                      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 55.94    | Awg 3575 - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 54.71    | Awg 3575 - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 55.94    | Awg 3575 - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 54.71    | Awg 3575 - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 6.99     | Bass Pro Billings432 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 1,683.93 | Dakota Supply Group - Bil - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 5.75     | Dollar Tree - PCard               |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 451.48   | Elreg Distributors - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 30.00    | Elreg Distributors - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 455.26   | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 187.75   | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 42.42    | Ferguson Ent #1342 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 49.64    | Gateway Fees - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 385.50   | Gdp*Access-Arize - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 17.63    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 4.99     | Hobby-Lobby #251 - PCard          |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 300.00   | In *Cotter'S Sewer, Septi - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 26.00    | In *Frosty Solutions, Llc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 26.00    | In *Frosty Solutions, Llc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 2,800.00 | In *Peacock Cleaning Llc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ (125.00) | In *Yellowstone County On - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ (220.00) | In *Yellowstone County On - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 220.00   | In *Yellowstone County On - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 38.86    | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 57.28    | Kb Commercial Products - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 5.99     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ (1.78)   | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 54.84    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 14.99    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 37.75    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 1.72     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 39.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 2.69     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 6.76     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 15.10    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 13.49    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 63.87    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 35.00    | Lowe's #00319* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 210.72   | Lowe's #00319* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 98.40    | Lowe's #00319* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 39.92    | Lowe's #00319* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 20.86    | Lowe's #00319* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 9.90     | Lowe's #00319* - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 520.47   | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ (50.47)  | Napa Store 3547001 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 91.96    | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 880.76   | Parts Sourcefy - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ (880.76) | Parts Sourcefy - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit   | \$ 1,000.00 | Pierce Billings Admin - PCard     |

| Check Date | Check # | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|---------|------------------|------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 188.00   | Ratco Llc - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 17.28    | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 4.38     | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 2,200.00 | Sq *Shaun Hirschi - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 222.25   | Sq *Sign Pro - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 717.03   | Sun Supply Inc - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 940.39   | Sundown Security - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 18.76    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 23.58    | Target 00001719 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 699.00   | The Home Depot #3101 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ (27.57)  | The Ups Store 2594 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 54.17    | The Ups Store 2594 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 27.57    | The Ups Store 2594 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 188.00   | Transfor - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 10.45    | Usps Po 2907800103 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 12.00    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Transit    | \$ 16.59    | Zoom.Us 888-799-9666 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 275.85   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 123.73   | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 96.54    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ (96.54)  | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 28.80    | 360 Office Solutions Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 229.97   | Albertsons #0047 - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 22.95    | Albertsons 3367 - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 19.12    | Amazon Mktpl*816C961J3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 105.98   | Amazon Mktpl*Zx82W17V2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 16.62    | Amazon Reta* Z31F95M40 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 82.10    | Amazon Reta* Zl1Os75Z0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 320.61   | Amazon.Com*066Pp5Ao3 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 914.84   | Cdw Govt #Ab8Sk5V - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 322.47   | City Of Billings - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 593.71   | Edge Construction Supp - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 3,130.52 | Enterprise Specialty Pro - PCard  |

| Check Date | Check # | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|---------|------------------|------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 354.00   | Fedex282265272481 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 454.16   | Hach Company - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 2,181.99 | Handtrucks2Go - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 518.95   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 53.77    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 60.42    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 239.88   | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 79.98    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 824.00   | In *Yellowstone Acoustics - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 27.93    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 12.24    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 12.25    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 35.98    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 59.95    | Lockwood Ace Hardware - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 138.90   | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 505.10   | Norco - 97 - Billings - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 454.31   | Process Technology, Inc. - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 682.43   | Process Technology, Inc. - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 296.46   | Provantage - PCard                |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 308.00   | Ratco Llc - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 396.40   | Rs Americas, Inc. - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 1,041.65 | Rsd - Billings#57 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 135.93   | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 86.97    | Shipton'S Big R East - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 4,022.72 | Sp Fallprotection - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 1,400.00 | Sp Toolup - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 1,400.00 | Sp Toolup - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 1,431.60 | Sp Toolup - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 1,431.59 | Sp Toolup - PCard                 |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 956.00   | Sq *Genuine Marketing Llc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 88.98    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 34.36    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 159.75   | Tacoma Screw Products Inc - PCard |

| Check Date | Check # | Name             | Fund Name  | Amount      | Item Desc                         |
|------------|---------|------------------|------------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 48.53    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 90.03    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 86.30    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 66.35    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 28.52    | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 0.87     | Tacoma Screw Products Inc - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 276.70   | Tmg Services Inc - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 65.55    | Tractor-Supply-Co #0303 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 47.92    | Tractor-Supply-Co #0303 - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 165.36   | Tribute Store Flowers - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 52.97    | Wal-Mart #2923 - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 758.89   | Yellowstone Electric Comp - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 258.76   | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 234.09   | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 27.00    | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 319.36   | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Wastewater | \$ 1,361.24 | Yellowstone Valley Elect - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 3.26     | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 1.44     | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 5.25     | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 10.92    | A And H Turf And Specialt - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 143.91   | Amazon Mark* Z17Mr9Yf0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 28.99    | Amazon Mktpl*1X85S3Kh3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 7.19     | Amazon Mktpl*Jp63U0Vh3 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 75.97    | Amazon Mktpl*Z983H3Cg2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 15.99    | Amazon Mktpl*Zl0M18Vc2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 42.89    | Amazon Mktpl*Zl1S558H1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 197.99   | Amazon Mktpl*Zr3Sg8Fp2 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 28.75    | Amazon Mktpl*Zr8Vm9P02 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 8.98     | Amazon Mktpl*Zx9G863B0 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 30.00    | Amazon Reta* Zl3C89Kw1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 29.99    | Amazon Reta* Zl3C89Kw1 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water      | \$ 51.62    | Amazon Reta* Zx9582M62 - PCard    |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                      |
|------------|---------|------------------|-----------|-------------|--------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 465.00   | Amer. Membrane Tech. A - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 115.32   | Amzn Mktp Us*807Ja0Pr3 - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 31.12    | Anderson Service Inc - PCard   |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 559.15   | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 559.14   | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 1,185.91 | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 423.15   | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 1,131.64 | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 177.56   | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 59.18    | Big Sky Linen And Unif - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 5.97     | Cablesandkits - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 5.97     | Cablesandkits - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 32.27    | Cablesandkits - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 32.28    | Cablesandkits - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 47.11    | City Of Billings - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 482.64   | City Of Billings - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 241.32   | City Of Billings - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 241.32   | City Of Billings - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 372.96   | City Of Billings - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 124.32   | City Of Billings - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 347.43   | Controlbyweb - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 19.99    | Costco Whse #1644 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 19.99    | Costco Whse #1644 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 172.50   | Cotter S Sewer Inc - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 57.50    | Cotter S Sewer Inc - PCard     |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 12.99    | Cvs/Pharmacy #08944 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 92.27    | Econo Print - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 92.27    | Econo Print - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 493.05   | Era - A Waters Company - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 34.72    | Evergreen Ace Hardware - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 69.98    | Evergreen Ace Hardware - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 7.58     | Evergreen Ace Hardware - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 120.80   | Fairfield Inn & Suites - PCard |

| Check Date | Check # | Name             | Fund Name | Amount      | Item Desc                         |
|------------|---------|------------------|-----------|-------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 120.80   | Fairfield Inn & Suites - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 720.80   | Ge Analytical Instrument - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 222.92   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 393.08   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 83.44    | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 235.20   | Grainger - PCard                  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 124.24   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 41.41    | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 56.22    | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 356.20   | Hanson Chemical - PCard           |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 117.88   | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 30.00    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 29.99    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 17.99    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 17.99    | Harbor Freight Tools 207 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 33.51    | Heights Ace Hdwe - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 30.68    | Hose & Rubber - Blg - PCard       |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 2,198.76 | In *Murray Enterprises LI - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 732.92   | In *Murray Enterprises LI - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 732.92   | In *Murray Enterprises LI - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 244.31   | In *Murray Enterprises LI - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 8.54     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 8.55     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 1.59     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 48.46    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 12.57    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 24.29    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 51.25    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 82.59    | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 139.49   | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 8.26     | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 116.96   | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 59.96    | Kings Ace Hdwe - PCard            |

| Check Date | Check # | Name             | Fund Name | Amount        | Item Desc                         |
|------------|---------|------------------|-----------|---------------|-----------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 8.99       | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 8.99       | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 15.99      | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 29.98      | Kings Ace Hdwe - PCard            |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 191.92     | Leatherman Tool Group, In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 191.92     | Leatherman Tool Group, In - PCard |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 551.00     | Lesman Iron Works - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 2,139.70   | Lifetechcorp* 13143471 - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 946.27     | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 315.42     | Lowes #00319* - PCard             |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 45.62      | Midland Implement Co - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 76.04      | Motion Industries Inc. - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 5.55       | Napa Store 3547007 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 99.44      | Northwest Scientific Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 193.74     | Northwest Scientific Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 9.62       | Northwest Scientific Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 383.44     | Northwest Scientific Inc - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 1,288.03   | Npc*New Pig Corp - PCard          |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 24.99      | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 115.98     | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 113.09     | Office Depot #1080 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 12.99      | Office Depot #5125 - PCard        |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 17.60      | Pacific Steel Branch #02 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 17.60      | Pacific Steel Branch #02 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 71.77      | Pacific Steel Branch #02 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 12.45      | Pacific Steel Branch #02 - PCard  |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 98.07      | Papa John'S #1945 - PCard         |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 106.85     | Perkin Elmer - PCard              |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 506.46     | Purvis Industries 68 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 63.77      | Purvis Industries 68 - PCard      |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 3,860.00   | Pzg**Mt Dept Environ Q - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ (2,702.00) | Pzg**Mt Dept Environ Q - PCard    |
| 01/07/2025 | ACH     | U.S. Bank PCards | Water     | \$ 530.00     | Pzg**Mt Dept Environ Q - PCard    |

| Check Date | Check # | Name                      | Fund Name   | Amount      | Item Desc                                                      |
|------------|---------|---------------------------|-------------|-------------|----------------------------------------------------------------|
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 301.27   | Salisburyonline.Com - PCard                                    |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 301.28   | Salisburyonline.Com - PCard                                    |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 150.10   | Samsclub #4805 - PCard                                         |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 95.00    | Santiago'S Mexican Restau - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 69.71    | Sherwin-Williams703203 - PCard                                 |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 69.71    | Sherwin-Williams703203 - PCard                                 |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 13.98    | Shipton'S Big R East - PCard                                   |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 13.98    | Shipton'S Big R East - PCard                                   |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 1,631.00 | Ss Machine Inc - PCard                                         |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 153.26   | Tacoma Screw Products Inc - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 53.58    | Tacoma Screw Products Inc - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 66.28    | Tacoma Screw Products Inc - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 37.77    | Tacoma Screw Products Inc - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 490.14   | Tfs*Fishersci Ecom Hus - PCard                                 |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 71.76    | The Home Depot #3101 - PCard                                   |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 613.18   | Uline *Ship Supplies - PCard                                   |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 204.39   | Uline *Ship Supplies - PCard                                   |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 117.00   | West End Lock And Securit - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 117.00   | West End Lock And Securit - PCard                              |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 22.72    | Wm Supercenter #2923 - PCard                                   |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 577.50   | Www.Isa.Org - PCard                                            |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 577.50   | Www.Isa.Org - PCard                                            |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 32.96    | Yellowstone Valley Elect - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 1,489.32 | Yellowstone Valley Elect - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Water       | \$ 33.89    | Yellowstone Valley Elect - PCard                               |
| 01/07/2025 | ACH     | U.S. Bank PCards          | Park Pgrms  | \$ 43.76    | Insight Public Sector - PCard                                  |
| 01/07/2025 | 877099  | Xylem Water Solutions USA | Water       | \$ 3,885.73 | Godwin pump repair                                             |
| 01/07/2025 | 877100  | Yellowstone Electric      | Solid Waste | \$ 2,544.66 | Service at landfill. Re-hang light and repair conduit.         |
| 01/07/2025 | 877101  | Yellowstone Valley Elec   | Solid Waste | \$ 760.50   | Electricity svc at Landfill Compost site. 11/01/24 - 12/01/24  |
| 01/07/2025 | 877101  | Yellowstone Valley Elec   | Solid Waste | \$ 1,437.59 | Electricity service at Landfill Flare. 11/01/2024 - 12/01/2024 |
| 01/07/2025 | 877101  | Yellowstone Valley Elec   | Solid Waste | \$ 3,917.01 | Electricity service at Landfill. 11/01/2024 - 12/01/2024       |

**Date:** 02/10/2025  
**Title:** Payment of Claims for week of January 14th, 2025  
**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 \$5,817,179.74 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 01142025

| Check Date | Check # | Name                | Fund Name       | Amount        | Item Desc                                            |
|------------|---------|---------------------|-----------------|---------------|------------------------------------------------------|
| 01/14/2025 | 877104  | 1319 Ash            | Tax Incrmnt N27 | \$ 50,000.00  | Lincoln Apartments - DT TIF Project                  |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 41.53      | 22149                                                |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 41.53      | 22149                                                |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 41.53      | 22149                                                |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 41.53      | 22149                                                |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 506.20     | 22149-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 138.96     | 22149-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 385.00     | 22149-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 1,432.20   | 22149-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 491.15     | 22149-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 1,432.20   | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 1,431.83   | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 1,495.45   | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 1,473.45   | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 1,052.00   | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 185.29     | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 506.20     | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Fleet           | \$ 385.00     | 27860-00                                             |
| 01/14/2025 | ACH     | A & I Distributors  | Solid Waste     | \$ 1,650.00   | 330 gallon DEF. Collections.                         |
| 01/14/2025 | ACH     | A & I Distributors  | Solid Waste     | \$ 2,967.30   | Hydraulic oil for collection shop.                   |
| 01/14/2025 | ACH     | A & I Distributors  | Transit         | \$ 825.00     | 24377-00_DEF                                         |
| 01/14/2025 | 877105  | Advanced Employment | P.W. Admin      | \$ 1,989.40   | Temp Staffing Services Admin Office; W.E. 12/15/24   |
| 01/14/2025 | 877105  | Advanced Employment | P.W. Admin      | \$ 156.80     | Temp Staffing Svcs Admin Office; wk ending 12/15/24  |
| 01/14/2025 | 877105  | Advanced Employment | Planning        | \$ 403.20     | Temp Employee Heather Reese W/E 12/22/24             |
| 01/14/2025 | 877105  | Advanced Employment | Public Safety   | \$ 700.00     | office cleaning 12-2024                              |
| 01/14/2025 | 877105  | Advanced Employment | Solid Waste     | \$ 2,620.80   | Contract labor at Landfill for week ending 12/22/24. |
| 01/14/2025 | 877105  | Advanced Employment | Solid Waste     | \$ 2,302.30   | Contract labor at Landfill for week ending 12/29/24. |
| 01/14/2025 | 877112  | Askin Construction  | Water           | \$ 580,794.03 | WO 19-42 West End Water Treatment Plant Main         |
| 01/14/2025 | 877116  | Bcs Scrip           | City Ins Fund   | \$ 19,000.00  | 4th Quarter Annual Wellness Incentive 2024           |
| 01/14/2025 | 877118  | Benchpro            | Public Safety   | \$ 99.00      | 34? L Steel Wire Manager                             |
| 01/14/2025 | 877118  | Benchpro            | Public Safety   | \$ 82.00      | 46? L Steel Wire Manager                             |
| 01/14/2025 | 877118  | Benchpro            | Public Safety   | \$ 82.00      | 46? L Steel Wire Manager                             |
| 01/14/2025 | 877118  | Benchpro            | Public Safety   | \$ (39.45)    | 5% Discount on chairs with benches                   |

| Check Date | Check # | Name                                | Fund Name      | Amount        | Item Desc                                              |
|------------|---------|-------------------------------------|----------------|---------------|--------------------------------------------------------|
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 59.00      | Additional Freight charge                              |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 201.00     | Adjustable Chair Arms                                  |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 162.00     | Adjustable Leg Set - Adds 6"                           |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ (152.23)   | Destination discount                                   |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 1,041.00   | Freight                                                |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 2,140.00   | K-Series Complete Set Formica Lam. Round Front Edge    |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 2,434.00   | K-Series Complete Set Formica Lam. Round Front Edge    |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 312.00     | Power Strip W/8 Outlets 36" L                          |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 789.00     | Tall Chair - Fabric W/Nylon B 3 Lever 10" Adj 25"- 35" |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 420.00     | Wire Manage Grommet 2" Diameter                        |
| 01/14/2025 | 877118  | Benchpro                            | Public Safety  | \$ 930.00     | Workbench - Formica?Laminate-Rnd Front Edge Top        |
| 01/14/2025 | 877122  | Billings Bench Water                | Park Dist 1    | \$ 3,455.00   | water assessments - 52125                              |
| 01/14/2025 | 877122  | Billings Bench Water                | Park Dist 1    | \$ 275.00     | water assessments - 52126                              |
| 01/14/2025 | 877122  | Billings Bench Water                | Park Dist 1    | \$ 2,225.00   | water assessments - 52127                              |
| 01/14/2025 | 877123  | Billings Community Cable            | General        | \$ 53,732.00  | January 2, 2025 City Council - Channel 7               |
| 01/14/2025 | 877124  | B.I.R.D.                            | Tax Incrmnt E  | \$ 41,383.75  | FY25 EBURD Op Agreement \$165,535 for the year         |
| 01/14/2025 | 877127  | Bright & Beautiful                  | Solid Waste    | \$ 6,000.00   | Annual Support                                         |
| 01/14/2025 | 877127  | Bright & Beautiful                  | St Maint Dist  | \$ 6,000.00   | Annual Support                                         |
| 01/14/2025 | 877133  | Catalis Courts & Land Records       | Court Grants   | \$ 3,646.52   | AIMS-Specialty Court Annual Subscription License       |
| 01/14/2025 | 877133  | Catalis Courts & Land Records       | Court Grants   | \$ 3,646.52   | AIMS-Specialty Court Annual Subscription License       |
| 01/14/2025 | 877134  | Centennial Concrete & Waterproofing | Parking        | \$ 31,086.00  | Repairs to Park 1, Park 2 and Park 3 garages           |
| 01/14/2025 | 877134  | Centennial Concrete & Waterproofing | Parking        | \$ 20,889.00  | Repairs to Park 1, Park 2 and Park 3 garages           |
| 01/14/2025 | 877134  | Centennial Concrete & Waterproofing | Parking        | \$ 5,148.00   | Repairs to Park 1, Park 2 and Park 3 garages           |
| 01/14/2025 | 877144  | Cop Construction                    | Wastewater     | \$ 473,248.26 | WO 24-01 Contract 2.. 2024 Sewer Replacement Project   |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Fleet          | \$ 40.97      | 38-241213695                                           |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Fleet          | \$ 81.49      | 38-241213695                                           |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Fleet          | \$ (101.25)   | 38-241213731                                           |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Fleet          | \$ 101.25     | 38-241213731                                           |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Fleet          | \$ 696.12     | 38-241213731                                           |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Solid Waste    | \$ 41.69      | 38-241213819                                           |
| 01/14/2025 | 877151  | Cummins Inc - Rocky Mountain        | Water          | \$ 3,353.66   | WTP 2MW Generator Annual Service                       |
| 01/14/2025 | 877152  | Cushing Terrell                     | Planning       | \$ 3,813.05   | Services from October 28, 24 through November 30, 24   |
| 01/14/2025 | 877155  | Dakota Supply Group                 | Street/Traffic | \$ 334.86     | sewer pipe                                             |

| Check Date | Check # | Name                          | Fund Name        | Amount        | Item Desc                                     |
|------------|---------|-------------------------------|------------------|---------------|-----------------------------------------------|
| 01/14/2025 | 877155  | Dakota Supply Group           | Water            | \$ 159.45     | 2-1/2" NST BRASS NOZZLE KUPFERLE FOR HYDRANT  |
| 01/14/2025 | 877155  | Dakota Supply Group           | Water            | \$ 7,271.15   | 6' 6" FIRE HYDRANT - PUSH ON                  |
| 01/14/2025 | 877155  | Dakota Supply Group           | Water            | \$ 22,590.00  | 8 DR14 C900 Certalok RJ pipe w/integral bell  |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 688.85     | 934072                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 1,689.00   | 934072                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 597.00     | 934072                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 1,833.00   | 934072                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 243.00     | 934072                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 2,706.00   | 934072                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 398.00     | 934073                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 1,126.00   | 934073                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 1,222.00   | 934073                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 162.00     | 934073                                        |
| 01/14/2025 | 877156  | Dana Safety Supply            | Fleet            | \$ 1,804.00   | 934073                                        |
| 01/14/2025 | 877160  | Desert Mountain Corporation   | Street/Traffic   | \$ 4,621.26   | ice slicer to fill airport facility           |
| 01/14/2025 | 877160  | Desert Mountain Corporation   | Street/Traffic   | \$ 4,639.85   | ice slicer to fill airport facility           |
| 01/14/2025 | 877160  | Desert Mountain Corporation   | Street/Traffic   | \$ 4,641.93   | ice slicer to fill airport facility           |
| 01/14/2025 | 877161  | Dick Anderson Construction    | Stillwater Const | \$ 453,633.76 | COB Law and Justice Center/City Hall Remodel  |
| 01/14/2025 | 877164  | DOWL                          | Water            | \$ 28,353.94  | Retainage Release 1                           |
| 01/14/2025 | 877165  | Downtown Billings Partnership | Tax Incrmnt N27  | \$ 26,383.92  | DT TIF Operating agreement for FY25 \$316,607 |
| 01/14/2025 | 877165  | Downtown Billings Partnership | Tax Incrmnt N27  | \$ 26,383.92  | DT TIF Operating agreement for FY25 \$316,607 |
| 01/14/2025 | 877165  | Downtown Billings Partnership | Tax Incrmnt N27  | \$ 26,383.92  | DT TIF Operating agreement for FY25 \$316,607 |
| 01/14/2025 | 877170  | Environmental Resource        | Wastewater       | \$ 2,534.47   | Annual WTP/WRF lab performance testing s      |
| 01/14/2025 | 877170  | Environmental Resource        | Water            | \$ 151.76     | PT standard test for QC Lab                   |
| 01/14/2025 | 877176  | First Montana Title           | CDBG             | \$ 10,000.00  | FTHB Loan / Cardenas & Miller-Malchow         |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 826.47     | 1421374 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 35.35      | 1422688 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 18.16      | 1424086 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 8.62       | 1424443 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 178.38     | 1426013 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 50.84      | 1428472 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 135.19     | 1428473 Copy Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology           | Central Services | \$ 112.01     | 1428474 Copy Fund                             |

| Check Date | Check # | Name                    | Fund Name     | Amount        | Item Desc                                       |
|------------|---------|-------------------------|---------------|---------------|-------------------------------------------------|
| 01/14/2025 | 877177  | Fisher's Technology     | Engineering   | \$ 7.98       | contract base rate charge                       |
| 01/14/2025 | 877177  | Fisher's Technology     | Park Dist 1   | \$ 419.61     | contract charges for copier - 1422018           |
| 01/14/2025 | 877177  | Fisher's Technology     | Park Dist 1   | \$ 419.62     | contract charges for copier - 1422018           |
| 01/14/2025 | 877177  | Fisher's Technology     | Park Dist 1   | \$ 419.62     | contract charges for copier - 1422018           |
| 01/14/2025 | 877177  | Fisher's Technology     | Public Safety | \$ 379.11     | 1424441 Police Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology     | Public Safety | \$ 1.46       | 1426249 Police Fund                             |
| 01/14/2025 | 877177  | Fisher's Technology     | Public Safety | \$ 37.50      | 1431256, contract invoice                       |
| 01/14/2025 | 877177  | Fisher's Technology     | Public Safety | \$ 56.60      | CANON/IRC3525IV3-HOST - 911 CENTER              |
| 01/14/2025 | 877177  | Fisher's Technology     | Solid Waste   | \$ 362.15     | Contract overage charge for 11/1/24 - 11/30/24  |
| 01/14/2025 | 877177  | Fisher's Technology     | Solid Waste   | \$ 75.26      | Contract overage charge for 11/18/24 - 12/17/24 |
| 01/14/2025 | 877177  | Fisher's Technology     | Transit       | \$ 233.81     | Invoice #1434120. Copy Machine Maintenance      |
| 01/14/2025 | 877177  | Fisher's Technology     | Water         | \$ 92.83      | CITBIL-AOS Monthly billing 11/30-12/30/24       |
| 01/14/2025 | 877178  | Floyd's Truck Center WY | Solid Waste   | \$ 419,906.00 | Two new automated side-load collection trucks   |
| 01/14/2025 | 877178  | Floyd's Truck Center WY | Solid Waste   | \$ 419,906.00 | Two new automated side-load collection trucks   |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 111.60     | P1-35423-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 3.60       | P1-35423-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 60.50      | P1-35423-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 18.00      | P1-35423-02                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 18.80      | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 186.24     | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 157.08     | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 40.26      | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 33.06      | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 3.44       | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 39.65      | P1-35487-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 3.66       | P1-35487-02                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 24.22      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 68.50      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 29.57      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 24.58      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 12.78      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 5.32       | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter           | Fleet         | \$ 12.28      | P1-35568-01                                     |

| Check Date | Check # | Name                  | Fund Name        | Amount        | Item Desc                                       |
|------------|---------|-----------------------|------------------|---------------|-------------------------------------------------|
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 14.40      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 46.44      | P1-35568-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 4.86       | P1-35615-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 26.43      | P1-35615-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 7.93       | P1-35615-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 94.04      | P1-35615-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 33.06      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 10.88      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 39.65      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 24.58      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 18.80      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 18.00      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 68.50      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Fleet            | \$ 92.88      | P1-35675-01                                     |
| 01/14/2025 | ACH     | Galles Filter         | Solid Waste      | \$ 186.96     | Inner/Cab Air Elements for landfill equipment.  |
| 01/14/2025 | ACH     | Galles Filter         | Solid Waste      | \$ 1,027.80   | Outer/Inner Air Elements. Landfill.             |
| 01/14/2025 | ACH     | Galles Filter         | Transit          | \$ 29.93      | 34558_Exh Turbo Clamps                          |
| 01/14/2025 | ACH     | Galles Filter         | Transit          | \$ 50.32      | 34558_Exh Turbo Clamps                          |
| 01/14/2025 | ACH     | Galles Filter         | Transit          | \$ 96.87      | 35312_Turbo Hose Connector                      |
| 01/14/2025 | ACH     | Galles Filter         | Transit          | \$ 16.18      | P1-35591_Unit#1818_Fuel Filter                  |
| 01/14/2025 | ACH     | Galles Filter         | Wastewater       | \$ 100.68     | fuel additive                                   |
| 01/14/2025 | ACH     | Galles Filter         | Water            | \$ 100.68     | fuel additive                                   |
| 01/14/2025 | 877180  | Gillig                | Transit          | \$ 6,524.58   | 41254885_Tool Tablet- Gillig/ENC Works for Both |
| 01/14/2025 | 877180  | Gillig                | Transit          | \$ 265.11     | 41256753_Horn Kit                               |
| 01/14/2025 | 877182  | Grade A Civil         | Water            | \$ 849,684.62 | WO2312 Zone 4 Pump Station & Waterline Improvs  |
| 01/14/2025 | 877185  | Hach Company          | Water            | \$ 3,815.85   | CFE turbidity meter                             |
| 01/14/2025 | 877193  | High Point Networks   | PD Program       | \$ 11,995.00  | Dell Server PowerEdge R550 -CCSIU               |
| 01/14/2025 | 877196  | Iaff                  | Payroll Clearing | \$ 5,563.69   | Payroll Summary                                 |
| 01/14/2025 | 877197  | Idexx Distribution    | Water            | \$ (967.00)   | Credit for Invoice # 3159333242                 |
| 01/14/2025 | 877197  | Idexx Distribution    | Water            | \$ (260.97)   | Invoice # 3132850803 dated 07/13/2024 w         |
| 01/14/2025 | 877197  | Idexx Distribution    | Water            | \$ 4,978.52   | WTP lab supplies                                |
| 01/14/2025 | 877198  | Insight Public Sector | Public Safety    | \$ 10,397.55  | City Council Approve Qty. 15 FZ40 Toughbooks    |
| 01/14/2025 | ACH     | Joe Johnson Equipment | Fleet            | \$ 633.00     | P02412                                          |

| Check Date | Check # | Name                       | Fund Name        | Amount      | Item Desc                                            |
|------------|---------|----------------------------|------------------|-------------|------------------------------------------------------|
| 01/14/2025 | ACH     | Joe Johnson Equipment      | Fleet            | \$ 143.86   | P02412                                               |
| 01/14/2025 | ACH     | Joe Johnson Equipment      | Fleet            | \$ 232.28   | P02412                                               |
| 01/14/2025 | ACH     | Joe Johnson Equipment      | Wastewater       | \$ 1,093.93 | Repair Vac Truck after auto accident                 |
| 01/14/2025 | ACH     | Joe Johnson Equipment      | Wastewater       | \$ 400.00   | Repair Vac Truck after auto accident                 |
| 01/14/2025 | 877204  | Klimate Heating, Cooling   | Water            | \$ 4,829.00 | remove & replace mini split for IT server room       |
| 01/14/2025 | 877204  | Klimate Heating, Cooling   | Water            | \$ 9,890.00 | remove & replace York 5 Ton condensing unit & York 5 |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Fleet            | \$ 800.85   | 2197848                                              |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Fleet            | \$ 1,067.80 | 2197848                                              |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Fleet            | \$ 2,006.55 | 2197848                                              |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Fleet            | \$ 65.00    | 2199251                                              |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Fleet            | \$ 820.00   | 2199540                                              |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Public Safety    | \$ 145.90   | TIRE REPAIR; TIRE REPAIR                             |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Street/Traffic   | \$ 460.02   | --; TIRE; TIRE DSMT,MT                               |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Street/Traffic   | \$ 360.00   | --; TIRE; TIRE DSMT,MT                               |
| 01/14/2025 | 877206  | L P Anderson Tire Co       | Street/Traffic   | \$ 97.45    | TIRE REPAIR; TIRE REPAIR                             |
| 01/14/2025 | 877209  | Mailing Technical          | Central Services | \$ 4,313.61 | Postage for December, 2024                           |
| 01/14/2025 | 877209  | Mailing Technical          | General          | \$ 738.58   | Postage for December, 2024                           |
| 01/14/2025 | 877209  | Mailing Technical          | Parking          | \$ 1,118.53 | Postage for December, 2024                           |
| 01/14/2025 | 877213  | Midland West Manufacturing | Fleet            | \$ 2,500.00 | 19245                                                |
| 01/14/2025 | 877214  | Montana CSED               | Payroll Clearing | \$ 5,782.95 | Payroll Summary                                      |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Engineering      | \$ 268.97   | 595 373 1000 1                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Facilities       | \$ 1,151.54 | 130 733 1000 8                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Facilities       | \$ 4,176.68 | 375 963 4481 4                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Facilities       | \$ 3,101.45 | 757 633 1000 2                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Facilities       | \$ 3,061.26 | 929 780 1000 4                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Facilities       | \$ 66.55    | 989 733 1000 0                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Facilities       | \$ 539.63   | 993 733 1000 4                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Library          | \$ 4,659.14 | 219 924 4851 0                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Park Dist 1      | \$ 66.55    | 061 943 1000 6                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Park Dist 1      | \$ 89.29    | 371 101 1000 6                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Park Dist 1      | \$ 400.25   | 437 780 1000 9                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Park Dist 1      | \$ 302.51   | 571 295 3342 8                                       |
| 01/14/2025 | 877216  | Montana Dakota Utilities   | Park Dist 1      | \$ 86.92    | 927 890 1000 3                                       |

| Check Date | Check # | Name                     | Fund Name     | Amount       | Item Desc      |
|------------|---------|--------------------------|---------------|--------------|----------------|
| 01/14/2025 | 877216  | Montana Dakota Utilities | Parking       | \$ 24.29     | 717 353 1000 6 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Parking       | \$ 142.49    | 799 152 1209 0 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 24.29     | 062 907 9494 7 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 1,406.33  | 169 233 1000 3 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 27.00     | 357 004 5071 7 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 410.18    | 442 190 1000 4 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 70.03     | 514 117 0478 9 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 505.46    | 533 653 1000 1 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 67.72     | 602 589 7178 1 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 936.76    | 885 880 1000 4 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 245.18    | 958 650 1000 3 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Public Safety | \$ 338.99    | 971 487 8549 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Solid Waste   | \$ 806.74    | 284 225 1320 1 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Solid Waste   | \$ 81.86     | 602 680 9335 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Solid Waste   | \$ 1,428.50  | 770 390 1000 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Transit       | \$ 1,629.88  | 962 880 1000 0 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 115.48    | 017 739 3911 9 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 5,297.73  | 293 780 1000 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 5,297.72  | 293 780 1000 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 10,595.44 | 293 780 1000 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 207.43    | 310 490 1000 7 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 233.46    | 410 490 1000 6 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 86.58     | 470 750 1000 0 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 26.39     | 559 250 1000 5 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 73.18     | 735 453 1000 2 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Wastewater    | \$ 112.45    | 868 563 1000 7 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 240.82    | 010 490 1000 0 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 66.55     | 076 225 9180 3 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 57.58     | 110 490 1000 9 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 261.20    | 209 077 5055 6 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 342.06    | 210 490 1000 8 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 622.27    | 310 490 1000 7 |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water         | \$ 700.35    | 410 490 1000 6 |

| Check Date | Check # | Name                     | Fund Name        | Amount       | Item Desc                                         |
|------------|---------|--------------------------|------------------|--------------|---------------------------------------------------|
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 3,385.10  | 500 490 1000 7                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 89.29     | 510 490 1000 5                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 79.14     | 527 033 1000 4                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 142.00    | 566 923 1000 8                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 18.89     | 600 490 1000 6                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 18.88     | 600 490 1000 6                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 304.32    | 610 490 1000 4                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 107.86    | 666 923 1000 7                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 476.83    | 700 490 1000 5                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 260.70    | 800 490 1000 4                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 431.52    | 825 150 1000 5                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 103.07    | 832 001 1000 1                                    |
| 01/14/2025 | 877216  | Montana Dakota Utilities | Water            | \$ 683.78    | 900 490 1000 3                                    |
| 01/14/2025 | 877217  | Montana DOA              | General          | \$ 3,000.00  | FY 2024 ACFR Filing Fee                           |
| 01/14/2025 | 877218  | Montana DEQ              | Solid Waste      | \$ 35,939.30 | Solid Waste Management System License Cert fee    |
| 01/14/2025 | 877220  | MFPE                     | Payroll Clearing | \$ 2,924.43  | Payroll Summary                                   |
| 01/14/2025 | ACH     | MMIA                     | Property Ins     | \$ 47,090.55 | Inv. #DR1005675 Liability Self Insurance Payments |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 525.77    | 107769BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 303.31    | 107811BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 569.70    | 107853BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 88.00     | 107908BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 236.01    | 107908BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 121.64    | 108372BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 332.76    | 108372BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 88.14     | 108372BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ 45.66     | 108372BL                                          |
| 01/14/2025 | 877221  | Montana Peterbilt        | Fleet            | \$ (525.77)  | CM107769BL                                        |
| 01/14/2025 | 877221  | Montana Peterbilt        | Transit          | \$ 2,266.56  | 107800BL_DPF Filter- Gaskets for Service Gillig   |
| 01/14/2025 | 877221  | Montana Peterbilt        | Transit          | \$ 28.64     | 107800BL_DPF Filter- Gaskets for Service Gillig   |
| 01/14/2025 | 877221  | Montana Peterbilt        | Transit          | \$ 177.36    | 107800BL_DPF Filter- Gaskets for Service Gillig   |
| 01/14/2025 | 877221  | Montana Peterbilt        | Transit          | \$ 183.01    | 108346BLX1_Unit#1830_ABS Valve                    |
| 01/14/2025 | 877222  | Montana Radiator Works   | Transit          | \$ 5,000.00  | 2009_Radiator- NEW                                |
| 01/14/2025 | 877222  | Montana Radiator Works   | Transit          | \$ 340.00    | 2009_Unit#1839_Labor Swap= Test Radiator          |

| Check Date | Check # | Name                    | Fund Name        | Amount        | Item Desc                                             |
|------------|---------|-------------------------|------------------|---------------|-------------------------------------------------------|
| 01/14/2025 | 877222  | Montana Radiator Works  | Transit          | \$ 10,000.00  | 2012_New Radiator- ENC                                |
| 01/14/2025 | 877223  | MSFA                    | Payroll Clearing | \$ 5,535.93   | Payroll Summary                                       |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 11,999.99  | Airport Master Plan Update - Federal Share            |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 1,333.33   | Airport Master Plan Update - Local Share              |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 22,336.86  | Cargo Slot 5 Ramp Construction - Federal Share        |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 2,481.87   | Cargo Slot 5 Ramp Construction - Local Share          |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 1,641.56   | FY25 Miscellaneous Services                           |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 169,731.51 | Runway 7/25 Reconst & Extension Project #22 - Federal |
| 01/14/2025 | 877224  | Morrison Maierle        | Airport          | \$ 8,933.24   | Runway 7/25 Reconst & Extension Project #22 - Local   |
| 01/14/2025 | 877224  | Morrison Maierle        | Transit          | \$ 6,560.37   | Amendment 10 MET Transit Remodel Project              |
| 01/14/2025 | 877224  | Morrison Maierle        | Transit          | \$ 7,928.62   | Amndmnt 21 Transfer Center Camera Systems Proj-fed    |
| 01/14/2025 | 877224  | Morrison Maierle        | Transit          | \$ 1,982.15   | Amndmnt 21 Transfer Center Camera Systems Proj-loc    |
| 01/14/2025 | 877227  | MPPA                    | Payroll Clearing | \$ 3,933.23   | Payroll Summary                                       |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Park Dist 1      | \$ 169.00     | business tax on renovations castlerock restroom       |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Park Dist 1      | \$ 531.59     | final payment; business tax on Northwest Playground   |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Parking          | \$ 314.00     | Parking Garages Repairs                               |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Parking          | \$ 211.00     | Parking Garages Repairs                               |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Parking          | \$ 52.00      | Parking Garages Repairs                               |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | St Maint Dist    | \$ 98.53      | WO 23-45 Street & traffic Remote Breakroom            |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Stillwater Const | \$ 4,582.16   | COB Law and Justice Center/City Hall Remodel          |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Transit          | \$ 1,988.96   | MET Transit Addition & Remodel - Federal              |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Transit          | \$ 1,562.76   | MET Transit Addition & Remodel - Local                |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Wastewater       | \$ 4,780.29   | WO 24-01 Contract 2 - 2024 Sewer Replacement Proj     |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Water            | \$ 5,866.61   | WO 19-42 West End Water Treatment Plant Main          |
| 01/14/2025 | 877228  | MT Dept of Revenue-CGR2 | Water            | \$ 8,582.67   | WO 23-12 Zone 4 Pump Station & Waterline Improvs      |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Facilities       | \$ 2,774.29   | Inv. 7221498 110 Heat Exchanger for PD 2 boiler       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Fleet            | \$ 46.54      | 7239453                                               |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Solid Waste      | \$ 263.44     | Material for fire suppression system at landfill      |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Solid Waste      | \$ 47.58      | misc items for landfill transfer station.             |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Solid Waste      | \$ 37.27      | torpedo level for unit 0039.                          |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Wastewater       | \$ 21.96      | building/equipment maint                              |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Wastewater       | \$ 75.42      | Primary Digester Sharkbite cap                        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Wastewater       | \$ 464.42     | primary scum pump #2 plumbing job parts               |

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| 01/14/2025 | ACH     | Northwest Pipe Fittings | Wastewater | \$ 47.06     | shop supplies, plugs for secondary drain          |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 161.88    | 1" BALL VALVE-NIBCO- T580 P/N: 1196849            |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 39.27     | 1" BRASS PLUG - P/N: 111-275-02010                |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 1,070.95  | 1/2" 120/60 4-way solenoid valve                  |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 6,088.67  | 1-1/2" MACH10 METER EU2A1F1 OR                    |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 129.19    | 1-1/2" TD T-10 MEASURING CHAMBER COMPLETE         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 2,283.88  | 2 WTP shop heaters; NW Pipe part # 3611422        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 1,054.17  | 2" ECODER WALL METER CUFT FLG P/N: 202NS04791     |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 3,162.51  | 2" ECODER WALL METER CUFT FLG P/N: 202NS04791     |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 417.40    | 2" TD METER FLANGES OVAL CI P/N: 2038244          |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 2,108.34  | 2" X 17" MACH 10 METER (202NS04791)               |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 227.78    | 2"X1-1/12" CTS COMPR COUPLING P/N: 111-135-00100  |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 3,127.70  | 3" MACH 10 METER OR TRU FLO COMPOUND R900I        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 83.48     | 3/4" BALL VALVE - THREADED                        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 23,350.50 | 3/4" E-CODER WALL CU/FT METER P/N: 2022310        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 2,246.00  | 5/8" PIT REGISTER HEAD E-CODER - 202NS90607       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 42.56     | 6" FLANGE GASKET RED FULL - FA P/N: 333-020-00520 |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 587.64    | 8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH      |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 10,705.41 | 8"x20" Mach10 CU/FT standalone meter - BLAAF      |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 282.90    | BLACK COUPLING 1-1/4" P/N: 0320060                |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 19.68     | BLACK NIPPLE 1-1/4" X 3-1/2" P/N: 0451280         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 41.82     | BLACK NIPPLE 1-1/4" X 3-1/2" P/N: 0451280         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 5.22      | Blow Gun for valves                               |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 14.18     | Blow gun for Water                                |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 71.10     | BRASS NIPPLE 1-1/2" X 2" P/N: 111-275-01040       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 95.23     | check valve for Christensen Pump # 1              |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 168.81    | Christensen Pump # 1 Repair                       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 96.00     | Christensen Pump #1 Repair                        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 272.61    | Christensen Pump 1 Repair                         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 1,460.00  | CURB BOX LID W/PLUG 1-1/4"#89375 P/N: 2175605     |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 1,073.94  | DRAIN VALVE K8136 (2316152) P/N: 333-030-00410    |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 209.54    | Flange for Christensen Pump # 1 Repair            |
| 01/14/2025 | ACH     | Northwest Pipe Fittings | Water      | \$ 12.34     | freight for invoice 7236313                       |

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| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 18.88     | Gasket for Christenson Pump # 1                      |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 2,397.86  | heater and hanger for shop WTP                       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 2,292.65  | HYDRANT COLLISION REPAIR KITS - KENNEDY K81A         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 786.56    | K81 SEAT RING - (3196772) P/N: 2131279               |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 1,285.32  | K81 UPPER STEM WITH FERRULE - K81 HYDRANT            |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 155.64    | LOWER COUPLING PINS K8122 - WITH CLIPS               |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 103.76    | LOWER COUPLING PINS K8122 - WITH CLIPS               |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 6,656.59  | Mach10 standalone cu/ft meter - Amber                |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 7,379.19  | meter for water loss program                         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 578.70    | New Isolation Valve Install for H1-2                 |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 126.65    | parts for Low service Pump 4                         |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 157.26    | Pipe insulation for L-Structure                      |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 84.72     | PVC, flush pipe for finish meter, Hi Service TUS300  |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 24,445.80 | R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)        |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 466.86    | STEM COUPLINGS K8116 FOR K-81 HYDRANT                |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 404.22    | swivel adapter                                       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 5,401.35  | Valve & Chain wheel for H1-2 Valve                   |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 1,170.00  | VALVE BOX RISER #69A SLIP TYPE (112204 VBR69A)       |
| 01/14/2025 | ACH     | Northwest Pipe Fittings    | Water       | \$ 37.71     | WTP shop heater parts                                |
| 01/14/2025 | 877236  | Northwest Playground Equip | Park Dist 1 | \$ 52,627.65 | replace and install new spray equipment at Rose Park |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 12.88     | 0712534-7. Gate 16 Light. December 2024              |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 140.21    | 0712535-4. Employee Parking. December 2024           |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 24.08     | 0712791-3. Gate 16. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 26.46     | 0712795-4. Gate 17. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 21.34     | 0712797-0. Gate 9. December 2024                     |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 14.14     | 0712805-1. IP-10. December 2024                      |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 9.28      | 0712813-5. Burn Pit. December 2024                   |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 36.54     | 0719759-3. Gate 12. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 71.64     | 0719760-1. Gate 14. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 62.74     | 0719761-9. Gate 15. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 38.36     | 0719762-7. Gate 13. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 27.25     | 0720296-3. Gate 29. December 2024                    |
| 01/14/2025 | 877238  | NorthWestern Energy        | Airport     | \$ 30.88     | 2114868-9. Runway Weather System. December 2024      |

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| 01/14/2025 | 877238  | NorthWestern Energy | Building    | \$ 17.97  | 1569631-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 140.21 | 0712539-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 83.93  | 0720841-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.12   | 0722253-2 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 183.91 | 0722256-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 8.38   | 0722258-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 12.77  | 0722259-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 8.80   | 0722272-2 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 246.07 | 0722273-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 8.93   | 0722274-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 86.17  | 0722275-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 29.36  | 0722277-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 29.87  | 0722278-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 12.88  | 0722279-7 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.12   | 0722280-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.12   | 0722281-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.12   | 0722283-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.12   | 0722284-7 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 12.88  | 0722808-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.92   | 0722852-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 8.38   | 0722862-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 92.25  | 0722901-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.67   | 0722976-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 904.16 | 0722995-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 79.34  | 0723005-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.12   | 0723025-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ -      | 0723039-4 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 0723046-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 0723049-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 18.67  | 0723064-2 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 18.67  | 0723065-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 4.06   | 0723391-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 75.60  | 0723884-3 |

| Check Date | Check # | Name                | Fund Name   | Amount    | Item Desc |
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| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 18.67  | 0723887-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 22.00  | 0793134-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 20.01  | 0920801-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 31.52  | 0978917-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 218.10 | 0999807-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 14.84  | 1141284-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 1156527-2 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 68.78  | 1160780-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.26   | 1230066-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ -      | 1409394-2 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 1588262-4 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 11.29  | 1635289-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 0.72   | 1692666-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.52   | 1902257-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 3020837-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 3178260-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 3477233-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 10.72  | 3771457-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 25.92  | 3999603-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Park Dist 1 | \$ 56.52  | 4148708-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 5.88   | 0722272-2 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 6.12   | 0723384-4 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 8.00   | 0723385-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 8.00   | 0723386-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 8.00   | 0723387-7 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 8.00   | 0723388-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 2.72   | 0723391-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 0.81   | 0723392-7 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 6.78   | 0723393-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 6.12   | 0723394-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 6.12   | 0723395-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 6.12   | 0723396-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint | \$ 6.12   | 0723397-6 |

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| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 6.12     | 0723398-4 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 6.12     | 0723835-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 8.38     | 0723836-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 6.39     | 0723840-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ -        | 0723879-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 6.67     | 0723883-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.71     | 0723885-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.60     | 0971824-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.48     | 1045813-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.72     | 1312707-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.60     | 1396192-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.81     | 1513796-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 25.14    | 1513800-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 7.20     | 1513802-7 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 8.89     | 1513804-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 6.67     | 1514388-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 6.92     | 1564209-3 |
| 01/14/2025 | 877238  | NorthWestern Energy | Parks Maint    | \$ 0.72     | 2041362-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Public Safety  | \$ 11.22    | 0712532-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Public Safety  | \$ 1,366.10 | 1183483-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Public Safety  | \$ 275.37   | 4045328-4 |
| 01/14/2025 | 877238  | NorthWestern Energy | Radio          | \$ 162.58   | 1006915-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 6.39     | 0855404-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 12.25    | 1045820-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 290.85   | 1738989-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 1.65     | 1797828-9 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 7.07     | 2047000-1 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 7.85     | 2047007-6 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 8.22     | 2047010-0 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 7.58     | 2047011-8 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 7.07     | 2047013-4 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 7.69     | 2047017-5 |
| 01/14/2025 | 877238  | NorthWestern Energy | Street/Traffic | \$ 7.98     | 2047018-3 |

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| 01/14/2025 | 877238  | NorthWestern Energy           | Street/Traffic | \$ 7.69      | 2047019-1                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Street/Traffic | \$ 1.75      | 3088038-9                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Street/Traffic | \$ 69.54     | 3648861-7                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Street/Traffic | \$ 6.52      | 3660075-7                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Wastewater     | \$ 171.32    | 0723383-6                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Wastewater     | \$ 347.90    | 0723878-5                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Wastewater     | \$ 12.82     | 1704025-4                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Wastewater     | \$ 99.20     | 1704030-4                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Water          | \$ 503.92    | 0100478-7                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Water          | \$ 9.82      | 0722249-0                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Water          | \$ 2,577.75  | 0722270-6                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Water          | \$ 6.90      | 1160807-2                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Water          | \$ 4.83      | 1346673-5                                          |
| 01/14/2025 | 877238  | NorthWestern Energy           | Water          | \$ 320.96    | 805 Constitution Ave; Dec 2024                     |
| 01/14/2025 | 877243  | Performance Engin & Consult   | Gas Tax        | \$ 1,125.00  | Survey for Misc Storm Project, Country Club Circle |
| 01/14/2025 | 877243  | Performance Engin & Consult   | Storm Sewer    | \$ 2,250.00  | Wingate & Patricia Lanes City Survey               |
| 01/14/2025 | 877243  | Performance Engin & Consult   | Storm Sewer    | \$ 38,090.00 | WO 24-38 Wicks Lane Storm, Phase II; Pmt 6         |
| 01/14/2025 | 877248  | Pride of Montana Inc          | Facilities     | \$ 3,203.46  | General Cleaning of the Stillwater for Dec 2024    |
| 01/14/2025 | 877249  | Priority Dispatch             | Public Safety  | \$ 3,823.00  | Priority Dispatch Protocol Cardset x2              |
| 01/14/2025 | 877249  | Priority Dispatch             | Public Safety  | \$ 199.00    | Protocol Pilot Guide Printed                       |
| 01/14/2025 | 877250  | Prorover                      | General        | \$ 4,050.00  | Invoice 2; December 9-13, 2024; 10 properties      |
| 01/14/2025 | 877251  | Public Utilities              | Airport        | \$ 1,863.05  | Account #3094195. 7/1/24 - 11/30/2024. Airport Ops |
| 01/14/2025 | 877251  | Public Utilities              | Park Dist 1    | \$ 566.01    | 3113369                                            |
| 01/14/2025 | 877251  | Public Utilities              | Public Safety  | \$ 147.16    | 3104126                                            |
| 01/14/2025 | 877251  | Public Utilities              | Solid Waste    | \$ 140.22    | 3092576                                            |
| 01/14/2025 | 877251  | Public Utilities              | Solid Waste    | \$ 13.35     | 3112719                                            |
| 01/14/2025 | 877251  | Public Utilities              | Transit        | \$ 639.48    | 3057820                                            |
| 01/14/2025 | 877254  | Riverstone Health             | Public Safety  | \$ 10,845.71 | RiverStone Health to provide two Nurses            |
| 01/14/2025 | 877257  | Rocky Mountain Health Network | City Ins Fund  | \$ 2,325.00  | Inv. #504625 EAP for January 2025                  |
| 01/14/2025 | 877257  | Rocky Mountain Health Network | City Ins Fund  | \$ 7,750.00  | Inv. #504626 Healthy Is Corporate Wellness         |
| 01/14/2025 | 877258  | Routeware                     | Solid Waste    | \$ 38,401.41 | 25 Q1 Support (Jan, Feb, Mar) Routeware Control    |
| 01/14/2025 | 877259  | S-Bar-S Supply                | General        | \$ 7,600.00  | turned girt pole building in mountview cemetery    |
| 01/14/2025 | 877260  | Second Nature Consulting      | Park Dist 1    | \$ 1,425.00  | Castlerock restroom renovations-241005-07          |

| Check Date | Check # | Name                     | Fund Name   | Amount        | Item Desc                                          |
|------------|---------|--------------------------|-------------|---------------|----------------------------------------------------|
| 01/14/2025 | 877260  | Second Nature Consulting | Park Dist 1 | \$ 6,720.00   | trail improvs near Lillis lane and Parkview Drive  |
| 01/14/2025 | 877260  | Second Nature Consulting | Park Dist 1 | \$ 2,660.00   | trail improvs near Lillis lane and Parkview Drive  |
| 01/14/2025 | 877266  | Swank Enterprises        | Transit     | \$ 196,907.36 | MET Transit Addition & Remodel - Federal           |
| 01/14/2025 | 877266  | Swank Enterprises        | Transit     | \$ 154,712.92 | MET Transit Addition & Remodel - Local             |
| 01/14/2025 | 877269  | Terracon Consultants     | Engineering | \$ 7,742.50   | WO2344 Cnstrctn Materials Testing through 11/16/24 |
| 01/14/2025 | 877269  | Terracon Consultants     | Engineering | \$ 2,327.50   | WO2344 Cnstrctn Materials Testing through 12/28/24 |
| 01/14/2025 | 877270  | Tetra Tech               | Solid Waste | \$ 3,450.57   | surface emission groundwater monitoring reporting  |
| 01/14/2025 | 877272  | Thorn Run Partners       | General     | \$ 3,750.00   | Federal Lobbying Svcs 2 Year Contract. Pmt 28      |
| 01/14/2025 | 877272  | Thorn Run Partners       | P.W. Admin  | \$ 3,750.00   | Federal Lobbying Svcs 2 Year Contract. Pmt 28      |
| 01/14/2025 | ACH     | Town & Country Supply    | Airport     | \$ 15,820.45  | Invoice #445672. Unleaded/Diesel for Operations    |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 2.39       | 445820                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 4,129.30   | 445820                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 7,042.54   | 445820                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 4,773.40   | 445820                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 3,693.15   | 445820                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 2.16       | 445829                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 3,057.32   | 445829                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 7,217.10   | 445829                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 2,965.90   | 445829                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 3,396.76   | 445829                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 8,347.36   | 446862                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 3,921.74   | 446862                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 3,633.25   | 446862                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 2.36       | 446862                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 4,086.62   | 446862                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Fleet       | \$ 2.33       | 446862                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Solid Waste | \$ 5,837.00   | 446856                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Solid Waste | \$ 10,909.85  | 446856                                             |
| 01/14/2025 | ACH     | Town & Country Supply    | Transit     | \$ 4,745.20   | 446820_Unleaded Fuel                               |
| 01/14/2025 | ACH     | Town & Country Supply    | Water       | \$ 9,322.56   | 445830-UNLEADED FUEL FOR BELKNAP                   |
| 01/14/2025 | ACH     | Tractor & Equipment      | Solid Waste | \$ 600.00     | Rental Dozer D6. Landfill.                         |
| 01/14/2025 | ACH     | Tractor & Equipment      | Solid Waste | \$ 11,985.00  | Rental Dozer D6. Landfill.                         |
| 01/14/2025 | ACH     | Tractor & Equipment      | Wastewater  | \$ 43.85      | EXTENDED LIFE COOLANT FOR VEHICLE 7930             |

| Check Date | Check # | Name                           | Fund Name     | Amount        | Item Desc                                             |
|------------|---------|--------------------------------|---------------|---------------|-------------------------------------------------------|
| 01/14/2025 | ACH     | Tractor & Equipment            | Water         | \$ 43.85      | EXTENDED LIFE COOLANT FOR VEHICLE 7930                |
| 01/14/2025 | 877282  | Wovek                          | Park Dist 1   | \$ 16,730.85  | Castlerock restroom renovations                       |
| 01/14/2025 | 877282  | Wovek                          | St Maint Dist | \$ 9,754.30   | WO 23-45 Street & Traffic Remote Breakroom            |
| 01/14/2025 | 877283  | Xylem Water Solutions USA      | Wastewater    | \$ 12,540.10  | vintage pump #1; S/N: 2140033                         |
| 01/14/2025 | 877283  | Xylem Water Solutions USA      | Wastewater    | \$ 11,111.10  | vintage pump #2, S/N 2470003                          |
| 01/14/2025 | 877285  | Yellowstone County Finance Dpt | Public Safety | \$ 750,000.00 | MOU with Ylwtstne Co-short term facility at YCDF FY25 |
| 01/14/2025 | 877289  | YVAS                           | Public Safety | \$ 27,288.32  | contract 12-2024                                      |

**Date:** 02/10/2025  
**Title:** Resolution adopting FY2026 City Council Budget Goals  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Recommend City Council review and adopt the proposed budget goals for FY2026.

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

On 12-11-2024 the City Council Budget and Finance Committee met to discuss proposed budget related goals for Fiscal Year 2026. This process was developed as a result of committee discussions coming out of the FY2025 budget process. The intent is to provide some direction to Administration as we head into the budget development process, with an objective towards having a more clear and aligned budget process for both staff and City Council. At the 12-11-2024 meeting the committee members provided feedback on the listed goals, as well as suggestions of their own.

At the 1-15-2025 Budget and Finance Committee meeting, the committee members considered the combined list of proposed goals and further refined the proposed goals.

Not all goals received a majority vote, and those are noted on the document itself.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

There are no fiscal effects related to the adoption of the budget goals for FY2026.

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**Attachments**

FY2026 Budget Goals  
Resolution

## DRAFT FY26 BUDGET GOALS – BUDGET AND FINANCE COMMITTEE

Council Priorities: **Red**

Underlying Budget Goals: **Bold**

### Improve the safety of Billings for all citizens

- Increase use of technology to improve the efficiency and effectiveness of the police and fire departments.
- Reduce overtime in PD and Fire through better utilization of overall payroll expenses including adding staff where it demonstrates overall savings.
- Examine opportunities within the criminal justice system for additional investments in crime prevention
- Support the expansion of the Yellowstone County Detention Facility through reducing the city tax burden on residents, to create room for the support of a bond question by the County **(split support on specific language regarding reducing tax burden)**.
- Assist in funding the build-out of the Family Justice Center.

### Sustain and Upgrade Critical Infrastructure

- Continue airport improvements to expand passenger and freight services.
- Understand facility maintenance charges sufficient to maintain city owned properties and develop a multi-year approach to achieving the required fee structure.
- Pursue funding opportunities for park amenities at west-end water reservoir.
- Continue stormwater, pipe replacement programs, and transportation investments
- Examine the impacts of holding utility rates flat for the year against raising utility rates to meet best practice for maintenance and capital projects. Understand what decisions need to be made to reprioritize projects so that utility rate increases can be delayed for city residents
- Include estimated operational costs associated with proposed additional capital investments

### Foster Economic Vibrancy through Quality Designed Neighborhoods and Business Districts

- Develop a plan for implementing development impact fees and put in place the structure to set this up for success (streets, fire, police, and parks)
- Implement neighborhood plans to comply with State legislation and use cost of services study to inform specific recommendations
- Examine the addition of a Housing Director position and program resources dedicated to housing. This program and position would address homelessness issues and all other housing issues in Billings. Similar positions and resources exist in other Montana communities and could be examined for application in Billings

## Provide Exceptional Educational, Recreational, and Cultural Services and Amenities

- **Focus PRPL resources on maintenance over expansion to develop longer term financial stability. Inclusive of divesting of underutilized properties**
- **Inventory Park assets to develop an asset management/ERP type program. Identify the proposed funding needed for annual set aside and replacement of Parks assets**
- **Examine opportunities to estimate park users to develop more focused funding of parks maintenance.**
- **Support development of the Amend Park Recreation Campus**

## Cultivate a High-Performance Organization

- **Increase the general fund reserve. Funded initially by unspent FY25 funds, supplemented by an additional \$100k in FY26 budget.**
  - Total general fund balance should be \$14.7 million at 33% of annual expenditures, this is an increase of about \$2 million over the current amount.
- **Include information showing how this year's budget moves each department towards their near-term goals (3-5 years). Included with a description of upcoming challenges that may not be included in the current budget. Understand long-term impacts of decisions being made.**
- **Identify the appropriate level of information technology and human resource services to maximize our human capital.**
- **Examine overtime budgets across the City to identify opportunities for efficiency improvements**
- **No additional non-public safety FTE (split support on specific language and direction – discussion included whether this applied to only General Fund FTEs, or all City Departments. Discussed some openness to new FTEs if it was not a net increase to departmental budgets)**
- **Use the budget process to identify long-term impacts of annual budget decisions for future programmatic goals**
- **Continue conversations about budget presentations at more detailed level**

**RESOLUTION 25-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING ADOPTING THE FY2026  
BUDGET GOALS**

WHEREAS, the FY2026 budget goals were reviewed by the City Council Budget and Finance Committee at its January 15<sup>th</sup>, 2025 meeting and recommended for consideration by the whole City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: The FY2026 budget goals are hereby adopted as approved by the City Council on February 10<sup>th</sup>, 2025.

Section 2: City staff is hereby directed to utilize these goals to prepare the FY2026 budget for the City of Billings, which will be presented for City Council review and approval at a future meeting.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 10th day of February, 2025.

CITY OF BILLINGS

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

ATTEST:

By: \_\_\_\_\_  
Denise R. Bohlman, City Clerk