

**\*\*ATTENTION\*\***

Due to the COVID-19 health concerns, the format of the City Council meeting will be held in a virtual videoconferencing environment. 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:

- The Agenda Packet is available for viewing on the City's website at:  
<https://ci.billings.mt.us/117/Agendas-Minutes>
- Councilmembers will attend the meeting via a remote location, using a virtual meeting method. City Hall and the Council Chambers will be closed during the meeting.
- The Public may view the meeting on the Community 7 TV - Channel 7 or Channel 507 – Spectrum Cable. The Public may also view online at [www.comm7tv.com](http://www.comm7tv.com) and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel in which to view the meeting.
- Public comment will be taken only during the Public Comment periods as indicated on the agenda, and during the Public Hearings under the Regular agenda. Comments may be sent to Council via email before 3:00 PM on Monday May 11, at:  
<https://ci.billings.mt.us/1538/City-Council-E-mail-Messages>
- Emails received after 3:00 PM and prior to 5:00 PM, may be read during the meeting.
- The Public may call in during specific Public Comment periods at **406.237.6196**. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to 3 minutes of testimony as is customary.

Future delivery methods may be explored as best practice is learned.

Please contact Denise Bohlman, City Clerk, [bohlmand@billingsmt.gov](mailto:bohlmand@billingsmt.gov), with any questions.

**\*SPECIAL PROCEDURES REQUIRED FOR REGULAR AGENDA ITEM 2, PUBLIC HEARING (TEFRA)**

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Persons desiring to speak at the public hearing **in-person** must make a written request at least 24 hours prior to the hearing by mail to the City Clerk, City of Billings, 210 North 27th Street, Billings, Montana 59101 or by e-mail to [bohlmand@billingsmt.gov](mailto:bohlmand@billingsmt.gov). Persons wishing to participate in the public hearing but who do not want to attend in-person may participate in the public hearing by calling (406) 237-6196. In such event, callers will be in a queued system and calls will be taken in the order in which they are received.

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# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY: A DIVERSE, WELCOMING COMMUNITY WHERE PEOPLE PROSPER AND BUSINESS SUCCEEDS.”**

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### AGENDA

**May 11, 2020**

**5:30 P.M.**

Council Chambers are Closed.  
The meeting will be held remotely via virtual meeting room. Please see coversheet for details and instructions for viewing and participation.

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Ronning

**ROLL CALL:** Councilmembers present on roll call were: ☐ Shaw, ☐ Yakawich, ☐ Neese, ☐ Ewalt, ☐ Joy, ☐ Choriki, ☐ Purinton, ☐ Ronning, ☐ Boyett, ☐ Brown

**COVID-19 Update by Unified Incident Command (UIC)**

**MINUTES:** April 27, 2020

**COURTESIES:**

**PROCLAMATIONS:**

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 3 and 7 ONLY.**

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

1. **CONSENT AGENDA** -- Separations:
  - A. **Bid Awards:**
    1. **W.O. 19-35: Metal Streets Improvements.** (Opened 4/28/20) Recommend FirstMark Construction, LLC; \$593,995.
    2. **W.O. 20-04: 2020 ADA Ramp Replacement Project.** (Opened 4/28/20) Recommend J&J Concrete, Inc.; \$202,130.
    3. **W.O. 20-20: Walter Pump Station Pump Addition.** (Opened 4/28/20) Recommend Ace Electric, Inc.; \$563,883.
    4. **W.O. 20-27: WRF Fill Material Removal Project.** (Opened 2/11/20) Recommend rejecting all bids.
  - B. **Professional Services Contract** for W.O. 20-14: Wastewater Master Plan Update; Morrison Maierle; \$308,091.
  - C. **Professional Services Contract** for W.O. 20-37: Stormwater Utility Development; FCS Group; \$159,619.
  - D. **Agreement** with Ecolane for MET Transit Paratransit Demand Response Scheduling and Dispatching Software System; \$125,758.85 for a five-year period.
  - E. **Amendment No. 2, W.O. 19-12: West End Reservoir Project,** Professional Services Contract, HDR Engineering; \$698,400.
  - F. **Amendment** to the 2018 Long Range Transportation Plan and recommend approval to the Policy Coordinating Committee.
  - G. **Grant Application Request** to submit application for AmeriCorps VISTA and authorize City staff to negotiate and finalize the project if awarded.
  - H. **Grant Application Request** to submit to the CARES Act funds for MET Transit and authorize the Mayor to execute the grant agreement with the U.S. Department of Transportation, Federal Transit Administration upon receipt of the grant offer.

- I. **Donation** from Fagg Properties for analysis of expanding Downtown Urban Renewal District or formation of a new Urban Renewal District; \$1,500; and authorize the use of up to \$4,000 from both Downtown Urban Renewal District Tax Increment Finance and General Funds to complete the analysis.
- J. **Preliminary Subsequent Minor Plat** of Willowbrook Subdivision, Amended Lot 4A, Block 1, generally located at 4432 South Frontage Road; Griffin Automotive Enterprises, Inc., owner; IMEG Engineering, agent. \* **Quasi-Judicial**

\* **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.

- K. **Second/Final Reading Ordinance** expanding Ward IV (Annexation 18-06) for an approximate 1.769 gross acres and .958 net acres located east of 58th Street West and south of Rimrock Road. Doolen Property Trust, owners.
- L. **Resolution** relating to \$1,516,000 pooled Special Improvement District bonds, Series 2020 (SID 1408, 1410, and 1413); fixing the form and details and providing for the execution, delivery and security.
- M. **Bills for the Weeks of:**

1. April 6, 2020
2. April 13, 2020

**Recommended Motion:** I move to approve the items of the Consent Agenda as submitted, with the exception of items moved for separation.

## **REGULAR AGENDA:**

2. **\*PUBLIC HEARING** approving Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) for Airport Revenue Bonds. See, Special procedures required on cover page. No action necessary.

• *Presented by: Andy Zoeller, Finance Director*

**Recommended Motion:** No action necessary.



3. **RESOLUTION** authorizing the issuance of Airport revenue bonds through a negotiated sale and setting the parameters.

• *Presented by: Andy Zoeller, Finance Director*

**Recommended Motion:** I move to approve a Resolution authorizing the issuance of Airport revenue bonds through a negotiated sale and setting the parameters, as recommended by staff.

4. **PUBLIC HEARING** and approval of the FY20-24 Consolidated Plan and the FY20-21 Annual Action Plan and the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program funding. The Community Development Board recommends approval. (Action: approval or disapproval of Community Development Board recommendation.)

• *Presented by: Brenda Beckett, Community Services Manager*

**Recommended Motion:** I move to approve the FY20-24 Consolidated Plan and the FY20-21 Annual Action Plan and the allocation of CDBG and HOME program funding, as recommended by the Community Development Board.

5. **PUBLIC HEARING** authorizing filing of the Annual Federal Transit Administration Section 5307 Grant Application. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Kevin Ploehn, Aviation and Transit Director*

**Recommended Motion:** I move to approve authorizing filing of the Annual Federal Transit Administration Section 5307 Grant Application, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** approving and adopting budget amendments for FY2020. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Andy Zoeller, Finance Director*

**Recommended Motion:** I move to approve and adopt a Resolution adopting budget amendments for FY2020, as recommended by staff.

7. **RECONSIDERATION** of Resolution approving 2020 Missing Sidewalk Program. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

• *Presented by: Chris Kukulski, City Administrator*

**Recommended Motion:** I move to approve a Resolution approving the 2020 Missing Sidewalk Program, as recommended by staff.

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

**COUNCIL INITIATIVES:**

**ADJOURN:**

Council meetings may be viewed at any time by accessing Community 7 Television online at [www.comm7tv.com](http://www.comm7tv.com) and clicking on archived programs.

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Bid Award: W.O. 19-35 Metal Streets Improvements

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Staff opened bids on April 28, 2020, for the Metal Streets Improvements Project. The project will install curbing and reconstruct the non-maintainable Metal Streets. These streets are currently not in the street preventative maintenance program and the project will allow them to be incorporated into the program in the future. The project was advertised on April 10, April 17, and April 24, 2020 in *The Yellowstone County News* and on the City's website. There were three (3) bids and FirstMark Construction, LLC submitted the lowest responsible bid.

**ALTERNATIVES ANALYZED**

City Council may:

- Award W.O. 19-35 Metal Streets Improvements to FirstMark Construction, LLC, in the amount of \$593,995.00, or;
- Not award the contract to FirstMark Construction, LLC, and reject all bids. If the contract is not awarded, the neighborhood streets will remain non-maintainable by the standards of the street preventative maintenance program and will continue to degrade.

**FINANCIAL IMPACT**

The project will utilize a combination of gas tax and property owner assessments. The low bid is approximately \$100,000 less than the funds budgeted in FY 20, resulting in lower costs for both the gas tax fund and property owner assessments. The following bids were received and evaluated:

CONTRACTOR	BASE BID
Knife River - Billings	\$654,870.80
FirstMark Construction, LLC	\$593,995.00
KLE Construction, LLC	\$891,129.50

**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 19-35 Metal Streets Improvements to FirstMark Construction, LLC, in the amount of \$593,995.00

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Bid Award: W.O. 20-04; 2020 ADA Ramp Replacement Project

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

W.O. 20-04, 2020 City ADA Project, is a project consisting of Americans with Disabilities Act (ADA) accessible ramp construction on the street corners where the City will soon be completing pavement overlays and chip seals and on other corners at various locations throughout Billings.

The annual ramp construction project is in accordance with the City's agreement with the Department of Justice to install/upgrade ramps along streets constructed or reconstructed after 1992 and in specific areas identified by need. The miscellaneous ramp locations were selected based upon neighborhood requests.

The project was advertised on April 17 and 24, 2020, on the City's Website and in *Yellowstone County News*. Bids were opened on April 28, 2020, and five bids were received. J&J Concrete, Inc. submitted the lowest bid.

**ALTERNATIVES ANALYZED**

The Council may:

- Award Work Order 20-04, 2020 ADA Ramp Replacement Project to J&J Concrete, Inc. in the amount of \$202,130.00; or
- Do not award Work Order 20-04. If not awarded, the City would need to re-bid or cancel the project and construct the ramps in a subsequent year.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

Contractor	Total Bid
Engineer's Estimate	\$237,450.00
J&J Concrete, Inc.	\$202,130.00
Askin Construction	\$239,579.38
FirstMark Construction	\$253,490.00
Knife River - Billings	\$334,895.00
Millenium*	\$531,719.00

\*Determined to be non-responsive.

Gas Tax funds will be used for this project. Adequate funding for this project is available in the approved budget for FY 20.

## **RECOMMENDATION**

Staff recommends that Council award W.O. 20-04, City ADA Project to J&J Concrete, Inc. in the amount of \$202,130.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** W.O. 20-20 -- Walter Pump Station Pump Addition, Bid Award

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Walter Pump Station supplies water from the Water Treatment Plant (WTP) to the Billings Heights. This project is designed to make upgrades in the pump station and at the WTP to provide more efficient and easier distribution to the Heights. The improvements include removing a small pump (with only a soft-start mechanism) and replacing with a larger pump regulated by a VFD; installing suction and discharge piping associated with the new pump; upgrading the Pump Station control panel to bring it in line with other components throughout the City's Water network, including replacing the PLC, radio, Ethernet switch, and other controls equipment; installing a new light pole with a LED fixture for enhanced security, and also to provide a location for the mounting of a new telemetry antenna that will be able to transmit/receive a better and more reliable signal to the WTP. The project also includes installing a new Zone 2 high-performance butterfly valve with an electric actuator in the High Service Pump Station at the WTP.

The bidding for this contract was advertised April 3, 10, 17, and 24, 2020 in *The Yellowstone County News* and on the City's website. Bids were opened April 28, 2020, and Ace Electric, Inc. was the lowest responsible bidder.

**ALTERNATIVES ANALYZED**

The Council may:

- Award a contract to the low bidder, Ace Electric, Inc., in the amount of \$563,883.00; or
- Reject all bids, which will delay or eliminate improvements that will make operations more efficient and make it easier to provide water to the Billings Heights.

**FINANCIAL IMPACT**

The following bids were received and evaluated.

Contractor (Bidder)	Bid Schedule #1 Amount	Bid Schedule #2 Amount	TOTAL BID AMOUNT
COP Construction	\$442,117.00	\$175,500.00	\$ 617,617.00
Dick Anderson Construction	\$538,050.00	\$109,250.00	\$ 647,300.00
Western Municipal Construction	\$439,000.00	\$175,000.00	\$ 614,000.00
Ace Electric, Inc.	\$395,055.00	\$168,828.00	\$ 563,883.00

The project is being funded by water funds as approved in the FY 2020 budget. There are adequate funds available for the contract.

## **RECOMMENDATION**

Staff recommends that Council award a construction contract for W.O. 20-20, Walter Pump Station Pump Addition, to Ace Electric, Inc. in the amount of \$563,883.00.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** W.O. 20-27: WRF Fill Material Removal Project Bid Rejection

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

City Council is asked to reject all bids received for W.O. 20-27: WRF Fill Material Removal Project. Bids on this project were received on February 11; however, action was delayed at the February 24 City Council meeting while City and Yellowstone County staff continued to evaluate the value of the material for various County Projects. Yellowstone County has decided it has sufficient use for the material, which is stockpiled on the east side of the MetraPark property, so it does not need to be hauled off-site.

**ALTERNATIVES ANALYZED**

City Council may:

- Reject all bids received on the WRF Fill Material Removal Project.

There are no viable alternatives for this action.

**FINANCIAL IMPACT**

The following bids were received on February 11, 2020 for W.O. 20-27: WRF Fill Material Removal Project:

Contractor	Bid
Warren Transport	\$128,853.00
JBF	\$149,900.00
Winkler Excavating	\$150,000.00
Askin Construction	\$237,614.02
Firstmark Construction	\$254,655.00
KLE Construction	\$275,000.00
Knife River	\$299,949.00
Peck Transport	\$349,000.00
Riverside Contracting, Inc.	\$460,000.00

Given the requested action to reject bids, no funds are needed.

**RECOMMENDATION**

Staff recommends that City Council reject all bids for W.O. 20-27: WRF Fill Material Removal Project.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** W.O. 20-14: Wastewater Master Plan Update

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

City Council is asked to consider awarding a professional engineering services agreement to Morrison-Maierle, Inc. in the amount of \$308,091.00 for the W.O. 20-14: Wastewater Master Plan Update.

The project will include the following work:

- targeted monitoring of sanitary sewer collection system flows to identify specific problem areas of known or suspected inflow and/or infiltration; the field program will involve manhole and canal inspections, smoke testing, and/or CCTV inspection.
- utilization of the City's hydraulic sewer collection system model to analyze collected flow data and recommend system upgrades,
- evaluation of current master planning concepts for routing trunk sewer mains west of Shiloh Rd. on King Ave. and Hesper Rd. to support future sewer service to the area around the proposed West End Reservoir and Shiloh Crossing Lift Station,
- developing a supplement to the WRF Facilities Plan to include a prioritized assessment and cost estimates for improvement project needs at the WRF, and
- developing a prioritized list of recommended collection system and WRF Capital Improvements Projects to be included in a Final Project Report.

Morrison-Maierle was selected for this project based on City staff review of project proposals submitted by prequalified firms. HDR Engineering and DOWL were the other firms considered for the project.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve award of the contract to Morrison-Maierle, or;
- Do not approve award of the contract to Morrison-Maierle. If this project is not completed, known and suspected sanitary sewer inflow and infiltration problems will continue to go unresolved, and thorough evaluation, prioritization, and scheduling into the CIP of future project needs at the WRF will be delayed.

**FINANCIAL IMPACT**

The W.O. 20-14: Wastewater Master Plan Update is in the amount of \$308,091.00, and will use budgeted FY 20 wastewater funds.

**RECOMMENDATION**

Staff recommends that City Council approve a professional engineering services agreement with Morrison-Maierle in the amount of \$308,091.00 for W.O. 20-14: Wastewater Master Plan Update.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

WO2014 PES Contract

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# **Contract for Professional Architectural and Engineering Services**

## **Project W.O. 20-14: Wastewater Master Plan Update**

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In consideration of the mutual promises herein, City of Billings and Morrison-Maierle, Inc., agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 6 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 1 page (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of \_\_\_ pages (Certificate(s) of Insurance)

### **PART I SPECIAL PROVISIONS**

#### **Section 1. Definitions.**

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Engineer" and/or "Contractor" means Morrison-Maierle, Inc.,

#### **Section 2. Scope of Services.**

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (\*.asc, \*.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (\*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.

### 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 May 31, 2021.

### Section 4. Compensation; Method of Payment.

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

### Section 5. Termination of the Contractor's Services.

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

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

#### Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

#### Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract,

the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

#### Section 8. Assignments.

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

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

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



and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

#### Section 10. Notices.

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

Billings: Randy Straus, PE  
City of Billings  
Engineering Division  
2224 Montana Avenue  
Billings, MT 59101

e-mail: [strausr@billingsmt.gov](mailto:strausr@billingsmt.gov)

Contractor: Casey Hanson, PE  
Morrison-Maierle  
315 N. 25<sup>th</sup> Street, Suite 102  
Billings, MT 59101

e-mail: [chanson@m-m.net](mailto:chanson@m-m.net)

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.

### **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: Vice President or Authorized Designee  
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.

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.

Billings shall indemnify, defend, save, and hold the Contractor 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 Billings or any agent, employee or subcontractor as a result of Billings' or any subcontractor's performance pursuant to this Contract.

Billings shall not indemnify, defend, save and hold the Contractor 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 the Contractor occurring during the course of or as a result of the performance of the Contract.

Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, Billings shall indemnify, save, 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, which result from Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' 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

Contractor

\_\_\_\_\_  
City Council or Designee

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

ATTEST:

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

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

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

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

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

IRS Tax ID # \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA                    )  
  :ss.  
COUNTY OF YELLOWSTONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: \_\_\_\_\_

## **Appendix A**

### **Basic Services of Engineer City of Billings W.O. 20-14: Wastewater Master Plan Update**

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

- A. To furnish 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 provide a professional engineer's stamp 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. 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.
- I. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director and Principal-In-Charge designated for the Engineer is Casey Hanson, 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 Randy Straus, working under the City Engineer, Debi Meling.

## Section 3. Scope of Work.

### **TASK SERIES 100 – Meetings and Project Management**

#### Task 101 –Project Kickoff Meeting:

The Morrison-Maierle project team will attend a project kick-off meeting to be held with City staff. Prepare agenda, minutes and attend a project kick-off meeting to establish project goals, preferred communications, project execution plan, schedule, etc. attended by project manager, WWTP evaluation lead, collection systems lead, and infiltration/inflow lead. Meeting will be conducted virtually.

#### Task 102 –Work Task Coordination:

General project management activities, including overseeing and coordinating project tasks, correspondence with the City, budget schedule and quality tracking, monthly invoice preparation, etc.

#### Task 103 – Project Meetings:

Assumes four additional meetings (in Billings, MT) to discuss project progress, specific needs, or significant events as they arise. Project manager and collection systems lead will attend all four meetings. WWTP evaluation lead and infiltration/inflow lead will attend two meetings - one in person, and one virtually.

### **TASK SERIES 200 – Inflow-Infiltration Analysis**

#### Task 201 – Flow Monitoring

Develop a flow monitoring program consisting of up to four (4) flow meters to capture tributary and cumulative flows within certain basins or subbasins of the City's wastewater collection system. The flow meters will be installed for various time periods and possibly various locations within basins or subbasins, depending on responses to rainfall events. The total monitoring period will be thirty (30) days in anticipation of identifying and quantifying inflow and infiltration (I/I). Flow monitoring activities include installation of flow meters, re-locating flow meters if desired response is obtained, bi-weekly servicing of flow meters (including manual depth and velocity measurements, and downloading of collected data), and removal of flow meters. All flow meters will be synchronized to record data contemporaneously and in 15-minute intervals. Rain data from the City's rain gauge network over the monitoring period will be provided by the City in 15-minute increments.



#### Task 202 – Basin Delineation

Hydrologic sub-catchments will be delineated in GIS based on the location of flow meters. A graphic showing basin delineations will be produced for inclusion in reports and/or technical memoranda.

#### Task 203 – Flow Analysis

The collected flow meter data will be analyzed to compare the extracted average daily dry weather flow (ADDF) to flow data measured during individual rain events.

Rain gauge data, provided by the City, will be used to identify independent and unique rainfall events within the flow metering period and the associated sewer system response to those events. Total Inflow and infiltration will be disassembled from the aggregate flow meter data for each rain event. Results will be used to identify areas for additional field investigations.

### **TASK SERIES 300 – Sanitary Sewer Collection System Modeling**

No new hydraulic model development is included in this scope. The existing hydraulic model provided by the City will be utilized for planning field observations.

#### Task 301 – West End Sewer Routing

Engineer will evaluate current master planning concepts for routing sewer trunk mains west of Shiloh Road on King Avenue and Hesper Road west to 72<sup>nd</sup> into the City collection system. The evaluation will include details, such as physical barriers (ditch and known utility crossings), as well as routing to avoid further loading the King Avenue Lift Station. Analysis for this evaluation is assumed to be spreadsheet or hand calculation based and will not be incorporated into the hydraulic model. A Technical Memorandum will be prepared detailing the findings of this task.

### **TASK SERIES 400 – Supplement to the Wastewater Treatment Facilities Plan (WWFP)**

#### Task 401 – Prioritization Assessment

Burns & McDonnell will review the previous improvements lists provided by the City with City staff to prioritize the identified projects. If non-monetary analyses are needed to prioritize the projects, Burns & McDonnell will work with City staff to use a paired comparison process to rank projects based on City defined criteria. Two site visits, consisting of an 8-hour day each, from the assessment team consisting of Burns & McDonnell's Treatment Lead, a Wastewater Treatment Engineer, and Morrison-Maierle's Collection Lead are included.

After reviewing the existing improvement information, meeting with City staff on the site visits, and considering the overall needs of the facility, Burns & McDonnell will develop a list of proposed improvements to the facility. These proposed improvements will be collated and ranked with I/I proposed improvements to develop a wastewater specific capital improvement plan (CIP).

#### Task 402 - Cost Opinion Development

Burns & McDonnell will develop planning level (AACE Class 5) engineer's opinion of probable cost for each project identified in Task 401. These cost opinions will be based on minimal design, major equipment costs, unit pricing for commodities, and will largely rely on Burns & McDonnell's experience as professional consultants.

#### Task 403 – Develop WWFP Supplement

Burns & McDonnell will develop a supplement to the WWFP to summarize these assessments. This supplement will identify the prioritization, scope and timing for each upcoming project at the wastewater facility as excerpted from the combined WWFP and I/I CIP defined further in Task Series 600.

### **TASK SERIES 500 – Sanitary Sewer Evaluation Study (SSES)**

A budget of \$X has been included to be allocated across Task 500 items as directed by the City. If any City directed activities will, or are expected to exceed this budget, the work will be discussed with the City, and either the scope will be adjusted, or the budget will be adjusted by amendment before proceeding.

#### Task 501 – Develop Field Program

Engineer will develop a recommended field testing program to the City for City approval and direction prior to proceeding with this phase of the work. The purpose of this program is to develop solutions to known I/I areas of concern that are identified (e.g. Lake Hills golf course area, etc.). Solutions to the I/I issues will be prioritized with the WWFP CIP to develop a five-year CIP.

#### Task 502 – Perform and Review Manhole Inspections

Review manhole inspection protocol under the City's Asset Management program and provide recommendations to enhance for condition assessment and I/I data collection purposes. Review data previously collected and provide recommendations for future inspections in areas identified during the flow monitoring activities. Perform manhole inspections as directed by the City to support I/I investigations. The Field manhole observations will be consistent with the Asset Management program with enhancements provided under this scope.

#### Task 503 – Smoke Testing

Smoke testing will be conducted on selected line segments located within the areas identified during the flow monitoring activities to identify I/I sources from both the public and private sector. Each positively identified source is photographically documented, precisely located and referenced to allow for efficient repair. Engineer will provide a Microsoft Access database (or agreed upon format) of attribute data that is compatible with the City's CMMS and ArcView GIS software.

Smoke testing activities will include a minimum of 48 hours advance notification to all residents within the study areas. Notification will be done by placement of door hangers on homes and businesses. The notice will include general information about the testing; including instructions to fill infrequently used plumbing traps with water and a tablespoon of cooking oil to prohibit smoke from entering buildings via service lines. Additionally, daily notification of smoke testing boundaries will be provided to Fire Dispatch, City Utilities and other designated personnel as determined in the Project Kick-off Meeting.

#### Task 504 – Canal Inspections

Canal inspections will be performed as directed by the City to support I/I investigations. During smoke testing activities, crews will diligently inspect sewers crossing and/or paralleling

drainage ditches/canals. Follow-up dyed water testing of suspected I/I sources identified both during the smoke testing activities and during the canal inspections in the studied areas will be performed to verify direct connection to the sanitary sewer system and quantify leakage. A fluorescent dye will be washed down any suspected I/I connection. This will be accomplished by placing the dye directly into the identified source and running an adequate amount of water to ensure that the dye has a sufficient amount of time to be observed in the downstream manhole. Presence of dyed water in the system downstream of the test verifies the I/I source connection.

#### Task 505 – Review CCTV Inspections

All data gathered from smoke testing and manhole/visual pipe inspections shall be analyzed for I/I sources to prioritize sewers for pipe cleaning and internal television (CCTV) inspections. Review of CCTV inspection of sewer lines is included in this scope. A list will be provided to the City of areas that needs subsequent CCTV work. All CCTV work is assumed to be provided by the City.

A list of noted pipe and service defects will be compiled, along with any infiltration observations.

#### Task 506 – I/I Summary

Engineer shall provide results from the Public I/I field investigations. Engineer will compile a list of each defect identified. Defects shall then be prioritized based upon severity, structural integrity, safety and estimated volume of I/I. Defect priority schedule shall be determined during the project “kick-off” meeting. A summary listing of each defect will be completed based on the best available data. The listing will, for each specific I/I source, include the following:

- Source type
- Source category (public sector, private sector)
- Number of such sources
- Source unit estimated flow rate, based on previous experience and/or City data
- Source unit repair cost
- Total repair cost for such sources
- Source cost/flow ratio (total repair cost divided by unit flow rate)

The final listing will be sorted in ascending order by source cost/flow ratio. Sources with low ratios are considered more cost-effective to repair than sources with higher ratios. Following the completion of the defect prioritization list, Engineer shall submit rehabilitation recommendations to the City, along with preliminary budget estimates.

A summary of all Private I/I sources will also be provided along with a discussion on the benefits of a Private I/I Reduction program, including cost-benefit analysis from several nation-wide programs, as well as a discussion of the estimated cost to implement a similar program for the City of Billings, MT. Recommendations for further work to pursue private I/I reduction will be provided at the request of the City.

#### Task 507 – Cost Analysis for Alternatives

Engineer will generate capital construction cost opinions for each improvement option developed as part of this project. Opinions of probable costs for each infrastructure improvement project will be completed in consultation with the City.

## **TASK SERIES 600 – Developing a List of Capital Improvement Projects**

### Task 601 – Priority Matrix Development

A draft weighted priority matrix will be developed to weigh the relative importance, benefits and costs of the combined pool of I/I and WWRP recommended improvements.

### Task 602 – Review Meeting with City

This meeting will be conducted in Billings, MT to discuss and reach consensus with the City on priority recommendations. This meeting will be conducted virtually.

### Task 603 – Finalize Recommendations in Recommendations TM

Priority recommendations will be revised and finalized based on discussions with the City. Recommendations TM will document the finalized priority recommendations.

## **TASK SERIES 700 – Final Report**

### Task 701 – Final Report Preparation

A draft report summarizing the work performed, recommendations, costs and the capital improvement plan will be prepared. An executive summary with graphical supporting documentation and a GIS layer will be developed for City use and presentation.

## Appendix B

### Methods and Times of Payment City of Billings W.O. 20-14: Wastewater Master Plan Update

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#### Section 4. 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 following total fee:

i.	Project Management	\$36,919
ii.	Inflow-Infiltration Analysis	\$57,935
iii.	Sanitary Sewer Collection System Modeling	\$7,536
iv.	Supplement to WWFP	\$46,146
v.	Sanitary Sewer Evaluation Study	\$105,289
vi.	Develop List of Capital Improvement Project	\$17,942
vii.	Report	\$28,332
viii.	Quality Assurance	\$7,992
	<b>Total</b>	<b>\$308,091</b>

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

#### Section 5. 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 based on a negotiated fee.

Section 6.    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 have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer City of Billings W.O. 20-14: Wastewater Master Plan Update**

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

**Schedule of Professional Fees**  
**City of Billings W.O. 20-14: Wastewater Master Plan Update**

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Not used on this Contract.



## Appendix E

### Project Schedule City of Billings W.O. 20-14: Wastewater Master Plan Update

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Based on a notice to proceed by Billings dated no later than May 11, 2020, the completion date for the Engineer's work shall be on or before April 30, 2021 based on the following estimated schedule for major deliverables:

A. Supplement to WWFP	November, 2020
B. Sanitary Sewer Evaluation Study	January, 2021
C. Develop List of Capital Improvement Projects	March, 2021
D. Report	April, 2021

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.

Based on the results of the Alternatives Analysis, Engineer will reassess remainder of project schedule and revise accordingly with City's concurrence.

Appendix F

**Certificate(s) of Insurance**  
**City of Billings W.O. 20-14: Wastewater Master Plan Update**

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** W.O. 20-37 Stormwater Utility Development - Professional Services Contract Award

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The city currently does not have a stormwater utility that is similar to our water and sanitary sewer utilities. The city does have a stormwater fee that is assessed to all properties in the city to provide funding for the stormwater system. By not having a formal utility, the stormwater system has not been addressed adequately for many years in terms of deferred maintenance, capital improvements, and long-term planning. By creating a stormwater utility, the following benefits can be realized: formalized rules and regulations, a rate structure that is more equitable than the existing fee system including system development fees, proactive management of the infrastructure, and concentrated city resources to support a critical function.

Staff requested the services of a qualified firm and FCS Group was selected through the Request for Proposals (RFP) process. Other firms considered were AE2S, Burns and McDonnell, and HDR Engineering.

Phase I of this contract will develop the framework around which the utility will be created and provide a level of service guidance document that will allow Council and staff to make an informed decision on how to proceed with the development of the stormwater utility. It is anticipated that a subsequent contract amendment for Phase II will be needed at a later date. Phase II will include the detailed assessment and implementation of Phase I decisions and ultimately the creation of a stormwater utility. The contract amount for Phase I is \$159,619.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the professional services contract with FCS Group, or;
- Disapprove the professional services contract with FCS Group. If the contract is not awarded, the city will be unable to proceed with the study and development of a stormwater utility.

**FINANCIAL IMPACT**

Adequate storm drainage funds were budgeted in FY 2020 to award this contract.

**RECOMMENDATION**

Staff recommends that Council approve the professional services contract for Phase I for W.O. 20-37; Stormwater Utility Development with FCS Group in the amount of \$159,619.

## APPROVED BY CITY ADMINISTRATOR

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### Attachments

WO 20-37 Consultant Services Agreement

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## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **FCS GROUP**, of 7525 166<sup>th</sup> Avenue NE, Suite D-215, Redmond, WA 98052, hereinafter referred to as “**CONSULTANT**.”

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to complete W.O. 20-37 Stormwater Utility Development and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

**NOW THEREFORE**, 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 **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM:** This **AGREEMENT** shall be for a period of two years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for a one year option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$159,619 for Phase I Services. A contract amendment will be processed for subsequent phases.

Except as otherwise specified herein, the **CONSULTANT** 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 **CONSULTANT** for said invoice within thirty (30) days after receipt.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** 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. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The **CONSULTANT** agrees to indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.
- B. The **CONSULTANT** shall not indemnify, defend, save and hold the **CITY** 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 the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the



**CONSULTANT** shall indemnify, defend, save, and hold the **CITY** 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 **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

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

The **CONSULTANT** 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 -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

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 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 the **CITY**.

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

**CONSULTANT** 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.



6. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. **AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is John Ghilarducci and the Project Manager for the **CITY** designated is Tyler Westrope.





8. **NONDISCRIMINATION:**

A. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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.

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

D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.

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

9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the



**CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result **in** a conflict with **CITY'S** interest. During the term of this Agreement, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this Agreement. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** 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.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.



22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**CONSULTANT (Print Name Above)**

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

By \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Print Title** \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
**BRENT BROOKS, CITY Attorney**



# **EXHIBIT A**

## **SCOPE OF WORK**



## SCOPE OF WORK

### Project Methodology / Approach

The following work plan is based on conversations with the City and the project team and will provide an understanding of the City's existing stormwater program, and what additional services may be needed to meet the many responsibilities of the stormwater service. The objectives of the Phase One work plan are to: 1) collect information about the City's existing stormwater management program; 2) review available data and identify data and program gaps; 3) develop an initial baseline program budget, and estimate the costs associated with additional needed services, 4) research stormwater utilities for other communities in Montana and elsewhere in the West to be used as a basis of comparison; 5) discuss and agree on key fiscal and rate policy recommendations; and 6) present to Council stormwater program and associated cost options, as well as the proposed financial and rate policy framework to be incorporated into the detailed financial and rate analysis to be completed in Phase Two.

### PHASE ONE Phase One is made up of the following tasks.

#### Task 1: Project Initiation & Management

Task 1 initiates the Phase One effort and provides for the majority of data collection. This task includes the following elements:

**Task 1.1** Perform general project management tasks including: monthly billing, project status updates, and regular coordination with the project team and City of Billings.

- Assumed an eight-month duration for Phase I.

**Task 1.2** Prepare a data request for information needed for the assessment and follow up with City staff as needed to obtain additional data and resolve questions.

**Task 1.3** Attend remote (video or teleconference) kickoff meeting to discuss the data request and Phase 1 goals.

#### Task 2: Policy Analysis

Task 2 sets the policy framework for the stormwater utility and supporting rate. This task includes the following elements:

**Task 2.1** Write a brief issue paper on key issues. Define and analyze the issue, present alternative solutions, and recommend a course of action. These policy discussions will direct activities in Phase 2 (Financial and Rate Analysis) and Phase 3 (Utility Implementation). The following issues will likely be included:

- **Stormwater Funding Options** – There are several funding options that have been used by communities to fund stormwater programs or parts of programs, the best of which is usually a utility. Address funding of flood mitigation as well.
- **Fiscal Policies** – Sound fiscal policies help ensure the ongoing financial health of a utility.



- **Rate Structure** – The rate will likely be based on impervious surface area, an accepted measure of contribution of runoff. However, there are other options to consider.
- **Rate Credits** – The legal defensibility of a stormwater rate may be improved by offering rate credits for on-site mitigation. We will propose a well-established approach to determining the maximum credit that should be allowed.
- **Implementation** – The rollout of the utility rate can be improved by public outreach and possible rate phasing over the first years of the program.

**Task 2.2** Meet with City staff to discuss policy issues and recommendations, as needed.

**Task 2.3** Finalize policy framework to reflect collective project team recommendations.

### Task 3: Program Development

Task 3 determines the level-of-service options for the new stormwater utility program (and the costs of those options) for consideration by the City. Subtasks needed to develop each major program component are listed under each heading. The following program components would be included.

#### Deferred Maintenance and Replacement

**Task 3.1** Review the City's available system inventory and condition information. The City reports that it has condition assessments for its culverts, and has TV'd 1/5 of its storm lines to date (and plans to TV the remaining 4/5 over the next 4 years). The City also has some system inventory information in its Geographic Information System (GIS). It is assumed that the City will review the videos and condition information and will make determinations regarding needed repair or replacement based on relative condition (i.e. good, fair, poor, failed). DOWL will develop unit cost estimates for the various levels of repair or replacement recommendations.

**Task 3.2** Extrapolate incomplete inventory and condition data to derive estimates of system replacement needs and associated annual reinvestment (costs). DOWL will coordinate with the City in applying the condition determinations and unit costs to the storm drainage system (storm pipes, ponds, culverts, open drainages, etc..) using available GIS data attributes and will make projections of repair and replacement costs for those portions of the system not yet represented through GIS data. These cost projections will be made for three levels of service ranging from only addressing the most immediate needs (only the failed to poor condition pipes) to a proactive repair and replacement program that provides for progressive improvement in the overall system resiliency.

**Task 3.3** Report on available stormwater data from the City's GIS and identify data gaps.

**Task 3.4** As available, incorporate the results of the City's asset management planning effort, being performed concurrently with this study.

**Task 3.5** Meet with City staff to review and revise the analysis as needed.

#### Operation and Maintenance

**Task 3.6** Collect information on current O&M staffing, equipment, activities and budget.

**Task 3.7** Conduct interviews and field visits with City Street and Traffic personnel to document current activities and maintenance frequencies.

**Task 3.8** Develop a matrix comparing current level of O&M service to other possible activities associated with higher levels of services. The matrix will include, for example, different frequencies for maintenance and cleaning of inlets,



storm drain, ditches, ponds, streets, and other stormwater infrastructure – and associated estimated costs.

## Capital Improvements

**Task 3.9** Review the 2008 Citywide Master Plan which compiled and summarized past master planning efforts. This will be used as a starting point for needed capital improvements. Delete and modify projects as necessary, based on staff input.

**Task 3.10** Review other available planning documents for additional capital projects.

**Task 3.11** Incorporate staff input on additional system needs and provide planning level cost estimates for capital project solutions not in existing plans. Capital needs for those areas of the City not previously addressed through planning studies will be estimated based costs for other similar areas of the City, with appropriate adjustments.

**Task 3.12** Compile projects from existing plans and staff input into a single master list of needed capital projects and associated planning level costs (updated by an appropriate cost index). This list will serve as the initial capital plan for subsequent (Phase Two) rate and financial analysis.

**Task 3.13** Meet with City staff to review and revise the analysis as needed.

## Flood Protection and Risk Assessment

**Task 3.14** Compile existing FEMA floodplain delineation information and past studies on flood mitigation measures and associated costs. This information will be used as a basis of characterizing flood risk and potential mitigation measures for consideration of flood mitigation funding options from Task 2.

**Task 3.15** Programmatic recommendations for addressing flood protection will be provided. The research conducted under Task 4 will include a focus on how other communities are addressing the funding needs of flood mitigation.

**Task 3.16** Meet with City staff to review and revise the analysis as needed.

## Regulatory Water Quality Compliance

**Task 3.17** Conduct interviews and field visits in the company of City Water Quality personnel to document current activities and level of service.

**Task 3.18** Review City water quality management in comparison to existing MS4 under Montana Pollutant Discharge Elimination System (MPDES) requirements.

**Task 3.19** Evaluate needed expansion of this program to meet forthcoming regulatory requirements, and estimate costs of compliance.

## Program Management and Administration

**Task 3.20** Conduct interviews and research on stormwater program management and administration aspects of public works leadership and City services, such as permitting, submittal reviews, billing and accounting, legal, etc. to document current activities and level of service.

## Task 4: Comparable Programs Research

Task 4 involves researching and reporting on the stormwater programs of comparable cities. The City of Billings has a current population of about 110,000. Comparable cities, including population and climate considerations, could include Missoula and Great Falls; Bend and Medford, Oregon; Spokane, Spokane Valley, Yakima, Kennewick, Pasco, and Richland, Washington; and Salt Lake City, Utah.





**Task 4.1** Agree on up to twelve cities to research, and the information to compile. Such information could include:

- Stormwater rate, if applicable, and rate structure,
- Detailed program budget, to include total revenue and budgeted expenses – both capital and operating,
- Descriptions of key program activities,
- Number of full-time equivalent (FTE) employees, and
- If available, system information such as miles of stormwater pipe and number of catch basins.

**Task 4.2** Contact comparable cities and research agreed-upon data.

**Task 4.3** Compile comparative information, and draft a technical memorandum summarizing findings for use in Tasks 3 and 5, and subsequent phases.

**Task 4.4** Meet with City staff to review comparative information and its applicability to Billings (video or teleconference).

## **Task 5: Stormwater Management Program Options**

**Task 5.1** The information collected in Tasks 1 through 4 will be used as a basis for establishing initial baseline program services and associated costs, as well as options for providing additional needed services. The baseline program cost will serve the cost of maintaining the status quo in terms of service delivery. Additional stormwater management program options will include estimates of what increases in services and costs are needed to meet regulatory requirements, recommended system maintenance frequencies, timing of capital projects, appropriate levels of system replacement, etc. – in other words, options for achieving what the City stormwater program should be doing, as defined by MPDES requirements and/or stormwater management best practices. The result of this task will be a program “budget” for the status quo and additional needed services in each program component.

**Task 5.2** Draft program options will be presented to and discussed with City Staff to arrive at agreed-upon program options to carry into subsequent phases of the stormwater utility formation. These options will set the stage for the stormwater level of service matrix, to be developed as part of the rate analysis, that will show service level options and corresponding rate levels.

**Task 5.3** Finalize program options based on feedback and input received in review meeting.

## **Task 6: Phase One Council Check-in**

**Task 6.1** At the conclusion of Phase One, the project team will present the recommended policy framework (proposed rate and credit structures, fiscal policies, etc.) and program needs and resulting costs to the City Council. The project team will request input and direction, ultimately asking for approval to move on to Phase Two – the more detailed financial and rate analysis. This Council workshop is intended to discuss priorities for different stormwater programs and budget targets. This will both serve as an opportunity for our team to learn about City priorities and needs, but also as an opportunity to educate and equip community leadership with talking points about the project for their regular communication with stakeholders.



## Proposed Budget

The estimated Phase 1 cost is \$159,619 as detailed below:

Task 1 – Project Management, Project Initiation and Indirect Expenses	\$21,103
Task 2 – Policy Framework	\$15,050
Task 3 – Program Development	\$91,055
Task 4 – Comparable Program Research	\$16,027
Task 5 – Stormwater Management Program Options	\$9,996
Task 6 – Phase I Council Check-In	\$6,388

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

4/29/2020

PRODUCER

SHINSTROM & NORMAN INC  
PO Box 638  
Kirkland, WA 98083  
(425)827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
7525 166TH AVENUE NE, STE #D-215  
REDMOND, WA 98052

INSURER A: LIBERTY MUTUAL INS. CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	BKW58035312	09/20/19	09/20/20	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$ 1,000,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<b>NO DEDUCTIBLE</b>				\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				MED EXP (Any one person)
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$ 15,000
A	X	AUTOMOBILE LIABILITY	BAA58035312	09/20/19	09/20/20	PERSONAL & ADV INJURY
		<input type="checkbox"/> ANY AUTO				\$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				GENERAL AGGREGATE
		<input type="checkbox"/> SCHEDULED AUTOS				\$ 2,000,000
		<input checked="" type="checkbox"/> HIRED AUTOS				PRODUCTS - COMP/OP AGG
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$ 2,000,000
		<b>NO DEDUCTIBLE</b>				
		GARAGE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				\$ 1,000,000
						BODILY INJURY (Per person)
						\$
						BODILY INJURY (Per accident)
						\$
A	X	EXCESS/UMBRELLA LIABILITY	USO58035312	09/20/19	09/20/20	PROPERTY DAMAGE (Per accident)
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				\$
		<input type="checkbox"/> DEDUCTIBLE				AUTO ONLY - EA ACCIDENT
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						OTHER THAN AUTO ONLY: EA ACC
						AGG \$
A	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BKW58035312	09/20/19	09/20/20	EACH OCCURRENCE
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				\$ 2,000,000
		If yes, describe under SPECIAL PROVISIONS below				AGGREGATE
						\$ 2,000,000
						\$
		OTHER	WASH. STOP GAP			\$
						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT
						\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE
						\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT
						\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: OPERATIONS

THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CITY OF BILLINGS  
2224 MONTANA AVE.  
BILLINGS, MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) 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 that 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.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. 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.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

4/28/2020

<b>PRODUCER</b> <b>Shinstrom &amp; Norman Inc.</b> <b>P.O. Box 638</b> <b>Kirkland, WA 98083</b> <b>(425) 827-6200</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> <b>FINANCIAL CONSULTING SOLUTIONS GROUP, INC.</b> <b>7525 166TH AVE. NE, SUITE D-215</b> <b>REDMOND, WA 98052</b>		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>STARSTONE NATIONAL INSURANCE CO.</b> INSURER B: <b>NAIC: 25496</b> INSURER C: INSURER D: INSURER E:	

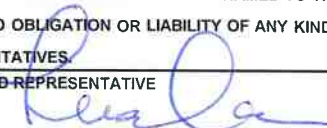
## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> <b>PROFESSIONAL LIABILITY</b>	<b>09550B198APL</b> <b>CLAIMS MADE FORM</b>	<b>09/20/19</b>	<b>09/20/20</b>	<b>\$2,000,000 EACH CLAIM</b> <b>\$4,000,000 AGGREGATE</b> <b>\$ 5,000 DEDUCTIBLE</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

<b>CERTIFICATE HOLDER</b> <b>CITY OF BILLINGS</b> <b>2224 MONTANA AVE.</b> <b>BILLINGS, MT 59101</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Approval of Agreement with Ecolane for the MET Transit Paratransit Demand Response Scheduling and Dispatching Software System

**PRESENTED BY:** Kevin Ploehn, Director of Aviation and Transit

**Department:** Transit

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

MET Transit recently advertised a Request for Proposals (RFP) to provide MET with a new Demand Response Scheduling and Dispatching System. This RFP was initiated to replace the existing Dispatching System. The vendor for the existing system has not been responsive to software issues that subsequently do not allow the dispatching system to function correctly. Additionally, the annual maintenance fee was just over \$42,000 and for that price, staff felt the maintenance service should have been at a gold standard. MET Transit seeks to improve the efficiency and effectiveness of its demand response transportation services by the acquisition and implementation of a centralized web-based scheduling and dispatching software solution, including support for fifteen vehicles. This software system will enhance MET Transit's capabilities to manage customer files, generate schedules, and assist or eliminate the reliance on manual schedule production. This system will reduce manual duplication of data, increase accuracy of statistical reporting, enhance customer billing, and provide MET management with higher levels of oversight in the operations area.

The RFP was advertised in the *Yellowstone County News* on January 31, February 7, and February 14, 2020, and notices were posted on the City's Website, MET Transit's Webpage, and MET Transit's Facebook page. Six proposals were received on February 21, 2020.

A RFP Selection Committee evaluated and ranked the proposals based on each firm's ability to meet the specifications and parameters identified in the RFP. The Committee voted unanimously to select Ecolane as the vendor to provide the system.

The RFP process outlined by the Federal Transit Administration (FTA) was utilized for the selection process.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Selection Committee's recommendation to accept the proposal from Ecolane; or
- Disapprove the Selection Committee's recommendation to accept the proposal from Ecolane and advise staff on how to proceed.

**FINANCIAL IMPACT**

The proposed cost of the Dispatching Software System is \$99,762.05 for the first year and \$6,499.20 for years two through five, totaling \$125,758.85 for the five-year period. Alternatively, just five years of the existing maintenance agreement could cost the MET \$210,000, resulting in an approximate savings of \$84,241. Funds for this project are available in MET Transit's budget.

## **RECOMMENDATION**

Staff recommends that the City Council accept the proposal from Ecolane for MET Transit's Dispatching Software and authorize the Mayor to execute the agreement with Ecolane.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Ecolane Agreement

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**SERVICE AGREEMENT**  
**FOR**  
**PARATRANSIT SCHEDULING AND DISPATCHING SOFTWARE**  
**FOR**  
**CITY OF BILLINGS MET TRANSIT**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **CITY OF BILLINGS, MET TRANSIT**, hereinafter designated **MET**, and **ECOLANE USA, INC.**, known as **VENDOR**.

**VENDOR** shall commence the work to be performed, or provide the specified product, hereunder promptly upon Notice to Proceed from the **OWNER**.

**CONSIDERATION**

**MET** shall pay **VENDOR** for services listed below the sum of \$99,762.05 for the first year in accordance with the pricing exhibit in Attachment C.

Federal funds ☒ will, ☐ will not, be used to pay for the services listed herein.

If Federal funds will be used to pay for the services described herein, **VENDOR** will also be required to adhere to the Federal requirements set forth in Attachment E.

**COORDINATION**

All work under this Agreement will be coordinated for **MET** through Rusty Logan, Transit Manager, at 406-657-8218, and for **VENDOR**, coordinate through Priscilla Vargas at 206-799-9574.

**TERM**

This agreement shall be for a period of three (3) years from the execution of this Agreement. This Agreement may be extended for two (2) one (1) year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

**VENDOR'S DUTY**

In consideration of the payment or payments herein specified and agreed to by **MET**, **VENDOR** hereby covenants and agrees to furnish the product as specified in the following sections of this Agreement for the **MET**.

**INDEPENDENT CONTRACTOR STATUS**

The parties agree that **VENDOR** is an independent contractor for purposes of this Agreement, and is not to be considered an employee of the **MET** for any purpose. **VENDOR** is not authorized to represent the **MET** or otherwise bind the **MET** in any dealings between **VENDOR** and any third parties.

**SECTION I: SCOPE OF WORK**

This project will provide a Paratransit Scheduling and Dispatching Software System for MET Transit. The **VENDOR** shall provide all materials, labor, and equipment to provide a usable software package in accordance with the product and processes according to the terms and conditions set forth.

## **SECTION II: SUPPLIES, MATERIALS, AND LABOR**

**VENDOR** shall provide for all supplies, materials, and labor necessary and incident to the performance of all services required by this Agreement.

**VENDOR** has and will continue to have proper facilities and personnel to perform the services and provide the product agreed to.

**VENDOR** shall comply with all State and Federal regulations and City codes, including OSHA.

**MET** will furnish all personnel and necessary equipment required to utilize the software package.

## **SECTION III: OTHER PROVISIONS**

### **INDEMNITY**

The **VENDOR** shall indemnify and save harmless the **MET** from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought or recovered against the **MET** by reason of any act, negligence, recklessness, misconduct or omission of the **VENDOR**, his agents, or employees, in the execution of the work. **VENDOR** agrees to reimburse **MET** for any loss due to theft by any of the **VENDOR'S** employees.

### **EXTRA WORK**

It is expressly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the **VENDOR**, shall be allowed by the **MET**, nor shall the **VENDOR** do any work or furnish any materials or products not covered by this Agreement unless such work is ordered in writing by the **MET**, and in no event shall the **VENDOR** incur any liability by reason of any verbal instructions that he/she may be given by the **MET**, or its authorized agent; nor will the said **MET** be liable for any extra materials furnished or used, or for any extra work or labor done, unless said materials, work, or labor are required by said **VENDOR'S** own risk, cost and expense, and he/she hereby covenants and agrees that without such written order, he/she shall make no claim for compensation for work or materials so done or furnished.

### **AMENDMENTS**

Any modifications or amendments to this Agreement must be in writing and executed by the parties hereto.

### **TERMINATION OF AGREEMENT**

The **VENDOR** acknowledges and agrees as follows:

1. Termination for Convenience. **MET** may, on no less than thirty (30) days' prior written notice, terminate this Agreement, in whole or in part, at any time by written notice to the **VENDOR** when it is in **MET's** best interest. The **VENDOR** shall be paid its costs, including Agreement closeout costs, and profit on work performed up to the time of termination. The **VENDOR** shall promptly submit its termination claim to **MET** for payment to the **VENDOR**. If the **VENDOR** has any property in its possession belonging to **MET**, the **VENDOR** will account for the said property, and dispose of it in the manner **MET** directs. If **MET** exercises its right to terminate the Agreement for its convenience prior to the expiration of the initial twelve (12) month, **VENDOR** shall not be required to return any prepaid and unused fees to **MET**; provided however that if **MET** exercises this right after the expiration of the initial twelve (12) month term, **MET** shall not be obligated to make any payments after the expiration of such thirty (30) day notice period.



2. Termination for Default (Breach or Cause). If the **VENDOR** does not deliver supplies in accordance with the Agreement delivery schedule, or if the Agreement is for services, the **VENDOR** fails to perform in the manner called for in the Agreement, or if the **VENDOR** fails to comply with any other provisions of the Agreement, **MET** may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the **VENDOR** setting forth the manner in which the **VENDOR** is in default. The **VENDOR** will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement. If it is later determined by **MET** that the **VENDOR** had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the **VENDOR**, **MET**, after setting up a new delivery of performance schedule, may allow the **VENDOR** to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure. **MET** in its sole discretion may, in the case of a termination for breach or default, allow the **VENDOR** an appropriately short period of time in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If **VENDOR** fails to remedy to **MET's** satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by **VENDOR** of written notice from **MET** setting forth the nature of said breach or default, **MET** shall have the right to terminate the Agreement without further obligations to **VENDOR**. Any such termination for default shall not in any way operate to preclude **MET** from also pursuing all available remedies against **VENDOR** and its sureties for said breach or default.
4. Waiver of Remedies for Any Breach. In the event that **MET** elects to waive its remedies for any breach by **VENDOR** of any covenant, term or condition of this Agreement, such waiver by **MET** shall not limit **MET's** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
5. Cancellation by **VENDOR**. This Agreement shall be subject to cancellation by **VENDOR** after the default by **MET** in the performance of any covenant or agreement herein required to be performed by **MET** and the failure of **MET** to remedy such default for a period of ninety (90) days after receipt from **VENDOR** or written notice to remedy same.

**VENDOR** may exercise such right of termination by written notice to **MET** at any time after the lapse of the above applicable periods of time and this Agreement shall terminate as of that date. Consideration due hereunder shall be payable only to the date of the happening of the event which results in said termination.
6. Cancellation by **MET**. This Agreement shall be subject to cancellation by **MET** in the event **VENDOR** shall:
  - a) File a voluntary petition of bankruptcy.
  - b) Make a general assignment for the benefit of creditors.
  - c) Default in the performance of any of the covenants and conditions required herein to be kept and performed by **VENDOR**, and such default continues for a period of thirty (30) days after written notice from the **MET** of said default.

### **DISPUTES**

Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the Director of Aviation and Transit. This decision shall be final and conclusive

unless within ten (10) days from the date of receipt of its copy, the **VENDOR** mails or otherwise furnishes a written appeal to the Director of Aviation and Transit. In connection with any such appeal, the **VENDOR** shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Aviation and Transit shall be binding upon the **VENDOR** and the **VENDOR** shall abide by the decision.

Unless otherwise directed by the **MET**, **VENDOR** shall continue performance under this Agreement while matters in dispute are being resolved.

#### **ATTORNEY FEES AND COSTS**

In the event that either party is required to retain the services of an attorney, or use in-house counsel to enforce the terms and conditions of this Agreement, then the prevailing party shall recover from the other party all reasonable costs, expenses and attorney fees, including fees of in-house counsel, expended or incurred in connection therewith.

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

#### **PAYMENT**

The **VENDOR** will submit an annual claim for payment on the first of the month for that portion of the Agreement that has been completed. The final initial year payment shall be made only after acceptance of final invoice by the **MET**, and determination has been made by the **MET** that the Scope of Work has been satisfactorily completed. This claim will be made to the **MET**.

#### **WARRANTY**

The **VENDOR** warrants to the **MET** that services and product furnished under this Service Agreement will be of good and operating quality. The **VENDOR** further warrants that the service will conform to the requirements of the Service Agreement and will be free from disabling defects. Service not conforming to these requirements may be considered defective.

#### **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 **MET** and the **VENDOR**, 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.

#### **SUCCESSORS AND ASSIGNS**

Neither the **MET** nor the **VENDOR** shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

#### **COMPLIANCE WITH LAWS**

**VENDOR** agrees to comply with all Federal, State, and Local laws, ordinances, rules, and regulations. **VENDOR** agrees to purchase a City business license.

## **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 in the State of Montana Thirteenth Judicial District Court, Yellowstone County.

## **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the **VENDOR** agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the **VENDOR** agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract:
  - a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the **VENDOR** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The **VENDOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the **VENDOR** agrees to comply with any implementing requirements FTA may issue.
  - b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623, and Federal transit law at 49 U.S.C. 5332, the **VENDOR** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **VENDOR** agrees to comply with any implementing requirements FTA may issue.
  - c) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the **VENDOR** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the **VENDOR** agrees to comply with any implementing requirements FTA may issue.
3. The **VENDOR** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The **MET** has established a DBE goal for the year. Under this Agreement, the **VENDOR**, subrecipient, or subVENDOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The **VENDOR** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the **VENDOR** to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy, as the **MET** deems appropriate.

On Federally funded projects, the **VENDOR** is required to review and complete the DBE Certifications and Forms set forth in Attachment C.

**CONDITIONS AND NON-COLLUSION AGREEMENT**

We have read and agree to the conditions and stipulations contained herein.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the product/services to the location and by the date set forth herein, if applicable.

In signing, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid/Proposal; that this Bid/Proposal has been independently arrived at without collusion with any other competitor; that the above statement is accurate under penalty of perjury.

THIS AGREEMENT EXECUTED THE DAY AND YEAR FIRST WRITTEN ABOVE.

BY: \_\_\_\_\_  
VENDOR

BY: \_\_\_\_\_  
CITY OF BILLINGS  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

## DEBARMENT CERTIFICATION

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY, AND VOLUNTARY EXCLUSION

The **VENDOR**, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Bid/Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2. of this certification.
4. Have not, within a three-year period preceding this Bid/Proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the **VENDOR** is unable to certify to any of the statements in this certification, such **VENDOR** shall attach an explanation to this Bid/Proposal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
DATE

## ATTACHMENT A

### ECOLANE USA INC.

#### SOFTWARE LICENSE & SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of March 24, 2020 by and between Ecolane USA Inc., a Delaware corporation ("**Licensor**"), located at 940 West Valley Road, Suite 1400, Wayne, PA 19087 and City of Billings Metropolitan Transit System ("**Licensee**") located at 1705 Monad Rd, Billings, MT 59101. Licensor and Licensee may be referred to individually as a "**Party**," or together as the "**Parties**."

#### 1. AGREEMENT DEFINITIONS

- 1.1 "**Confidential Information**" means information relating to or disclosed in the course of, or in connection with this Agreement, which is, or should be reasonably understood to be, confidential or proprietary to a Party, including, but not limited to, information concerning such Party's business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other unpublished information.
- 1.2 "**Contractor**" means a non-employee individual or business hired by Licensee to perform on Licensee's behalf certain functions permitted hereunder.
- 1.3 "**Documentation**" means Licensor's User Guides and Training Manuals and any other written materials provided by Licensor for aid in the use and operation of the Licensor Software that Licensor indicates in writing as constituting "Documentation" under this Agreement.
- 1.4 "**Intellectual Property Rights**" means all patents, inventions, trademarks, service marks, copyrights, moral rights, trade secrets, database rights, rights in designs, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration, and whether subsisting in the United States or any other part of the world, together with all or any goodwill relating to the same.
- 1.5 "**License Date**" has the meaning set forth in Section 3.
- 1.6 "**Licensor Software**" means Licensor's Ecolane DRT software, in object code format, licensed to Licensee hereunder and, in the event, Licensee purchases applicable license, all updates and upgrades provided under the Support Services, if any. The "Mobile Module" shall be deemed part of the Licensor Software for all purposes.
- 1.7 "**Mobile Module**" means the portion of Licensor Software that is installed on a mobile unit.
- 1.8 "**Support Services**" means Licensor's support and maintenance services described on Exhibit B.
- 1.9 "**Support Period**" means the time period during which Licensee is current in license fees.

#### 2. SOFTWARE LICENSE

- 2.1 **License Grant.** Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license to use and otherwise access the Licensor Software, Mobile Module, and Documentation, all for Licensee's own internal business uses. Under the foregoing license, Licensee may either (a) install and/or host the Licensor Software and/or Mobile Module on Licensor's

provided hardware, as agreed by the Parties under a separate written installation and hosting agreement that shall include a right for Licensee to terminate, at its convenience, Licensor's hosting of the Licensor Software without unreasonable penalties for early termination, (b) install and/or host the Licensor Software and/or Mobile Module on Licensee's, or its designated Contractor's, hardware in accord with Sections 2.2, 2.3, and 2.4, or (c) any combination of the foregoing (a) and (b).

**2.2 License Restrictions; Licensee Rights and Obligations.**

Licensee shall not:

- a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software,
- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs, absent Licensor's written consent,
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except as expressly permitted hereunder),
- d. only install and use the Mobile Module on a mobile unit approved by Licensor,
- e. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software, or
- f. Except as set forth in Sections 2.3, 2.4, or as otherwise may be agreed to in writing by Licensor, permit any third party to use the Licensor Software or Documentation or use the Licensor Software or Documentation on behalf of or for the benefit of any third party in any way whatsoever.

**2.3 Copies; Records.** Licensee may make only so many copies of the Mobile Module as are reasonably necessary for operational security and for its permitted use hereunder. Licensee shall supervise and control and maintain accurate and complete records regarding the use and location of the Mobile Module Software and Documentation, and the access to the Licensor Software.

**2.4 Limited Use by Contractors.** Licensee may allow its Contractors to exercise the rights granted hereunder on behalf of Licensee and solely for Licensee's benefit, provided that (a) Licensee ensures that such Contractors use the Licensor Software only in accordance with the terms of this Agreement and (b) Contractors are subject to confidentiality obligations substantially similar to Licensee's obligations herein. Licensee shall be fully responsible for any breach of this Agreement caused by Contractors.

**3. DELIVERY ACCESS.** On or before the 120 days following the date hereof, Licensor shall (a) deliver the number of copies of Software and Documentation, all as may be identified on Exhibit A, by electronic means, and/or (b) provide access to the Licensor Software. The first date of such delivery or access shall be referred to herein as the "License Date". Licensor shall use commercially reasonable efforts to make the Licensor Software available for the hours and days as described in Exhibit A beginning on the License Date. Scheduled maintenance done by Licensor will be done outside Licensee's scheduled hours of availability as identified in Exhibit B.

**4. PROPRIETARY RIGHTS.** Licensor (and/or its affiliates or vendors) retain all right, title and interest in and to the Licensor Software and Documentation, including, without limitation, all Intellectual Property Rights related thereto and all modifications thereof. The Parties acknowledge each other's trademark rights, and except as permitted by Section 15.11, neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Nothing in this Agreement assigns any rights, title or interest in any Licensor's (and/or its affiliates' or vendors') Intellectual Property Rights to Licensee.

## 5. SERVICES.

- 5.1 **Support Services.** Licensor shall provide Support Services commencing on the License Date on the terms and conditions set forth on Exhibit B.
- 5.2 **Installation Assistance, Training or Other Services.** If Licensee and Licensor have agreed that Licensor will provide Licensee with any installation assistance of Mobile Modules, training or other services, the terms and conditions of such services will be identified on Exhibit A or another Exhibit to this Agreement.
- 5.3 **Custom Development.** If Licensor agrees to perform any customized software development work for Licensee that the parties intend for Licensee to own, Licensee will have no such ownership rights unless the parties mutually execute a written addendum to this Agreement that fully satisfies the following conditions: (i) the scope and description of the mutually agreed work product is described, and (ii) the addendum includes an express statement that such work product is "intended to be a work made for hire for, and owned by, Licensee". Notwithstanding the foregoing or any content of any such addendum, in no case whatsoever does Licensor assign or otherwise transfer to Licensee any right, title or interest in or to Licensor Software, Documentation or any other preexisting Intellectual Property Rights of Licensor.

## 6. GENERAL OBLIGATIONS OF LICENSEE

- 6.1 Licensee shall (a) promptly provide Licensor and its authorized agents with such information and assistance as may be reasonably requested in order to carry out its obligations hereunder, (b) without charge, provide suitable office accommodation, materials, equipment and support services (including use of telephone and support services) reasonably requested in connection with performance of any services at Licensee's premises ordered by Licensee under Section 5, (c) procure all necessary rights from third parties (including intellectual property licenses in relation to Licensee's computer software) which are from time to time required in order for Licensor to provide services in an authorized and legal manner, and (d) with ten (10) days advance notice, permit Licensor and its authorized representatives to enter on to Licensee's premises or mobile units where the Mobile Modules or Documentation are located or from where the Licensor Software is accessed or services are provided in order to verify Licensee's compliance with the terms of this Agreement. In connection with this review, Licensor may inspect records directly related to Licensee's performance of this Agreement or use of Licensor Software or Documentation kept by or on behalf of the Licensee and make copies of the same.

## 7. FEES AND PAYMENT.

- 7.1 **Payment.** Licensee agrees to pay Licensor the fees specified in Exhibit A in accordance with the payment schedules set forth in Exhibit A. The Parties agree to the allocation of the fees and payments to software, service (if any) and hardware (if any) as designated on Exhibit A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Exhibit A no later than thirty (30) days following the receipt of a written invoice. Any overdue payments will bear interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed under applicable law until the overdue payment and accrued interest are fully paid.
- 7.2 **Taxes.** Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may be due under this Agreement and Licensor will use commercially reasonable efforts to identify any applicable taxes on its invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes; Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes. Notwithstanding the foregoing, in no event shall Licensee be obligated to pay any tax paid or owed on income or net worth of Licensor or paid for Licensor's doing business in any particular locality or jurisdiction.



## 8. WARRANTIES.

- 8.1 **Licensor Software Warranties.** With respect to the Licensor Software, Licensor warrants that: (a) the tangible media on which the Mobile Module resides, if applicable, shall be free of material defects in workmanship, design and material, (b) neither the Licensor Software nor the Documentation infringes, misappropriates or otherwise violates any U.S. Intellectual Property Rights of any third parties, (c) the Licensor Software does not contain any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (d) Licensor Software will operate substantially in accordance with the Documentation. The warranties set forth in Section 8.1 ("Software Warranties") shall survive for a period of three hundred sixty-five days (365) days following the License Date ("Warranty Period"). In the event of a breach of a Software Warranty reported to Licensor in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee, or in Licensor's discretion, provide an equitable refund to Licensee. The Software Warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that has been caused by Licensee's failure to use the Licensor Software in accordance with the Documentation requirements, any misuse, corruption, or abuse of, or modification to, the Licensor Software by Licensee or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 8.2 **Licensor Services Warranties.** Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services and such warranties shall survive for thirty days following performance of the services. Licensee's sole remedy for breach of a warranty in Section 8.2 shall be to notify Licensor of any breach within ninety (90) day following performance of the services and have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee, or in Licensor's discretion, provide an equitable refund to Licensee.
- 8.3 **Licensor General Warranties.** Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- 8.4 **Mutual Warranties.** Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which Licensor is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against Licensor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to perform its obligations hereunder.
- 8.5 **Disclaimer of Warranty.** EXCEPT AS SET FORTH IN SECTIONS 8.1 to 8.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION,

WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.

- 8.6 **Limitation of liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY, UNLESS SUCH CLAIMS ARISE OUT OF THE INDEMNITY OBLIGATIONS UNDER SECTIONS 10.1 AND 10.4 OR ARE DUE TO A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9. LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF ANY CLAIM. A "CLAIM" IS WHEN ANY OCCURRENCE GIVING RISE TO LICENSOR LIABILITY HEREUNDER IS KNOWN TO LICENSEE OR SHOULD BE KNOWN.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Ecolane Products has been incorporated or installed) in conjunction with the use or operation of Licensor Software and Mobile Modules (the "Ecolane Products"), (ii) Licensor shall not be liable to Licensee for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Licensee in conjunction with or separate from the use of the Ecolane Products, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any third party agreements pursuant to which Ecolane Products are provided to a third party.

Licensee agrees that, to the fullest extent permitted by law, Licensor shall not be liable to Licensee or any third party for any special, indirect or consequential damages of any kind arising directly or indirectly from the use of or inability to use Ecolane Products including any claim for lost revenue, profit, data, privacy, security, interruption or loss of service or use of the products, or any loss of business even if Licensor has been advised of the possibility of such damages.

## 9. **CONFIDENTIALITY.**

- 9.1 **Confidentiality Obligations.** Each Party acknowledges that Confidential Information may be disclosed to the other Party during the course of this Agreement. Each Party agrees that, during and following the term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than to carry out its rights and obligations hereunder, and (b) prevent the disclosure of the other Party's Confidential Information, other than to its employees or Contractors who must have access to such Confidential Information for such Party to exercise its rights and perform its obligations hereunder and who each agree to be bound by agreements with a duty of confidentiality no less protective of confidential information than provided herein.
- 9.2 **Exclusions.** The Parties' obligations set forth in Section 9.1 shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by

the receiving Party without reference to or incorporation of the other Party's Confidential Information; (e) is disclosed in accordance with the state Public Information Act, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will provide the disclosing Party notice of such possible disclosure prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.

- 9.3 **Return of Confidential Information.** Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

## **10. INDEMNIFICATION.**

- 10.1 **Indemnification by Licensor.** Licensor shall to the extent allowed by state law indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense ("Damages"), to the extent such Damages arise out of or relate to a third-party claim that the Licensor Software, Documentation or services provided by Licensor hereunder, or Licensee's use of the same in accordance with this Agreement, infringe, misappropriate, or otherwise violate any third party's U.S. Intellectual Property Rights. Licensor's indemnity obligation shall not extend to claims based on an unauthorized modification, combination or use of the Licensor Software by Licensee.
- 10.2 **Notification of 3rd Party Claims.** Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 10.3 **Remedies.** If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated claim, or adjudication, that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over the initial term of this Agreement.
- 10.4 **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless Licensor, and their officers, directors, employees, and agents ("Indemnified Parties") from and against any and all claims made or threatened by any third party and all Damages, to the extent such Damages arise out of or relate to (a) Licensee's breach of the obligations assumed under this Agreement, or (b) an infringement or related claim that unauthorized modification, combination or use of the Licensor Software made by Licensee.
- 10.5 **Defense and Settlement.** A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such claim made against it for which it is entitled to indemnity hereunder. Each party shall cooperate with

the other party and in the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to consent to the terms of any settlement or compromise with respect to such matter, and such approval shall not be unreasonably withheld by Indemnified Party.

**11. EXPORT CONTROL.** The Parties agree that Licensee shall not, and shall not permit, use of the Licensor Software and Documentation outside of the United States and Canada. To the extent Licensee seeks to use Licensor Software and Documentation outside of the United States and Canada, Licensee shall be solely responsible for full compliance with all export and import laws and restrictions and regulations of any United States or foreign agency or authority and shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the same.

**12. NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Exhibit A.

**13. TERM AND TERMINATION.**

13.1 **Term.** Unless terminated earlier in accordance with Section 13.2, this Agreement shall remain in effect for the applicable term or terms set forth on Exhibit A, as the term or terms may vary for the license to the Licensed Software and Documentation and the Support Services or other services. The term of the agreement will commence upon contract signing and will continue for as long as license fees are maintained. In the case where the base agreement expires and neither party has extended the said base agreement, this agreement will renew automatically each year, until a new agreement is signed.

13.2 **Termination; Effect of Termination.** A Party may terminate this Agreement prior to the expiration of an applicable term as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching Party a written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 9, or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return the Licensor Software and Documentation to Licensor, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor may be entitled to. Any fees paid by Licensee for services not performed by Licensor as of the termination date will be refunded, within 90 days following termination.

**14. SURVIVAL.** Sections 1, 2.2, 4, 8.5, 8.6, 9, 10, 12, 13, 14 and 15 shall survive termination of this Agreement for any reason.

**15. GENERAL**

15.1 **Entire Agreement.** This Software Agreement (including the Exhibits) is in addition to the primary agreement between the Parties concerning the subject matter; the entire agreement, including the City of Billings Service Agreement, hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral

or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.

- 15.2 **Independent Contractors.** In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 15.3 **Assignment.** Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor who acquired substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.
- 15.4 **No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 15.5 **Severability/Waiver.** If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 15.6 **Dispute Resolution.** In the event any controversy or claim arises in connection with any provision of this Agreement, or in connection with the rights or obligations of the Parties to this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to the appropriate executives at the Director level or higher for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and as soon as possible but no later than fifteen (15) days after such notice such representatives of the Parties shall meet for attempted resolution by good faith negotiations. If such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. The parties agree that the State of Tennessee shall be the venue where disputes are settled.
- 15.7 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, without regard to its conflicts of law principles or to the United Nations Convention on Contracts for the International Sale of Goods. For purposes of all claims brought under this Agreement, each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in State of Tennessee. Notwithstanding anything to the contrary set forth in this Agreement, the Parties agree that any threatened or actual violation of Sections 2, 4 or 9, will cause irreparable harm and injury to the Licensor and Licensor shall be entitled, in addition to

any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining Licensee from doing or continuing to do any such act and any other violations or threatened violations of this Agreement, and for purposes of such injunction, each Party hereby irrevocably submits to the exclusive jurisdiction and proper venue of the state and federal courts located in State of Tennessee.

- 15.8 **Force Majeure.** Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.
- 15.9 **Headings; Interpretation.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of the Agreement. The expression "person" means any individual, entity, partnership, association, governmental body or the like. The words "include", "includes", "including" and "included" will be construed without limitation. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in the Agreement.
- 15.10 **Counterparts; Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.
- 15.11 **Publicity.** Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.

***[Remainder of page intentionally left blank]***

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

**Ecolane USA Inc.**

Signature: \_\_\_\_\_

Printed Name: Steve Ross

Title: CEO

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

**[LICENSEE, STATE]**

Signature: \_\_\_\_\_

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

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

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


***[Remainder of page intentionally left blank]***

## ATTACHMENT C

### License Terms

This Attachment C is made part of and incorporated in that certain Service Agreement, including Software License & Services Agreement, dated \_\_\_\_\_, 2020 by and between Ecolane USA Inc., a Delaware corporation ("**Licensee**" or "**Ecolane**"), and City of Billings Metropolitan Transit System ("**Licensee**" or "**Customer**").

#### A. Pricing/Payment

<div>Ecolane</div> <div>Price Quote</div> <div>Ecolane   940 W Valley Rd, Suite 1400   Wayne, PA 19087</div> <div>844-ECO-LANE   610-312-0033   SALES@ECOLANE.COM</div>			
DATE 2/21/2020	TRANSIT AGENCY NAME City of Billings - MET Transit	ADDRESS 1705 Monad Road	CITY, STATE ZIP Billings, MT 59101
PROJECT RFP #4013-P Transit Technologies	ATTENTION Lindsey Gran	PHONE 406-657-8219	E-MAIL granl@billingsmt.gov
BD DIRECTOR Priscilla Vargas	E-MAIL priscilla.vargas@ecolane.com	PHONE 206-799-9574	PRICING TERMS 75% due at system set up 20% due at completion of training 5% due at system acceptance
DAYS PRICING IS VALID FOR 90	DATE PRICE EXPIRES 5/21/2020		
Initial Licenses			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	Ecolane DRT/MDT Software License (per vehicle) (unlimited users)	\$ 4,000.00	\$60,000.00
1	Map data for Service Area - up to 5 contiguous counties	Included	Included
1	Self Service Trip Bookings App with credit card capabilities (flat rate) (3rd party charges will apply)	\$29,995.00	\$29,995.00
1	SMS Text Messaging Arrival Notification License (Includes 10k of SMS Text msg credit to start that never expires) (flat rate)	\$19,995.00	\$19,995.00
1	Self Service Trip Bookings Website (flat rate)	\$19,995.00	\$19,995.00
1	GTFS Interface for Public Transportation (flat rate)	Included	Included
Initial licenses subtotal			\$129,985.00
Discount			47%
Initial licenses cost with discount applied subtotal			\$68,892.05
Additional items			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	8" Android Tablet, similar to a Samsung Galaxy Tab A, 8" (+\$100 per for 10" tablet) (if agency purchases separately, price will be reduced)	\$294.00	MET Transit will provide
15	Vehicle Mounting Hardware (RAM-101U, Otter box type case, and vehicle charger) (additional \$100 per for locking mount hardware) (if agency purchases separately, price will be reduced)	\$199.00	MET Transit will provide
Additional items subtotal			\$0.00



## Services

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11	Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management	\$990.00	\$10,890.00
12	Onsite Training/Go-live days (8 hr. work days)	\$990.00	\$11,880.00
3	Travel for # of Onsite Trips indicated (Onsite Survey, Training, and Go-live)	\$2,700.00	\$8,100.00
Services subtotal			\$30,870.00

## Annual Licensing Year 1

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	All Inclusive Annual Licensing plan includes support for all licenses listed above and all items below (per vehicle):	Included	Included
	Hosting Costs		Included
	Server Maintenance		Included
	24/7/365 Support via web, email and phone		Included
	Map Updates		Included
	Upgrades** and Updates		Included
	Free monthly webinar training and access to Aha! Idea portal to help drive functionality for new development for Ecolane and its customers		Included
Annual licensing year 1 subtotal			Included
<p><b>PLEASE NOTE!</b> Ecolane offers a <b>MONEY BACK GUARANTEE</b> that provides our software for <b>free</b> in the event you do not see an increase in rides per hour productivity over your current software provider solution. In order to give this guarantee, we will review your system, ask that you follow the Ecolane training methods and use the Ecolane System Productivity report to establish the productivity amounts regularly. We will jointly create language to honor this provision in the software license agreement.</p>			
SUBTOTAL			\$99,762.05
TOTAL SYSTEM PURCHASE COSTS FOR YEAR 1			\$99,762.05

## Annual Licensing for years 2-5 (per year) | Please ask your Biz Dev Director about pre-paid maintenance discounts!

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	All Inclusive Annual Licensing plan includes support for all licenses listed above in initial licenses and all items below (per vehicle):	\$433.28	\$6,499.20
	Hosting Costs		Included
	Server Maintenance		Included
	24/7/365 Support via web, email and phone		Included
	Map Updates		Included
	Upgrades** and Updates		Included
	Free monthly webinar training and access to Aha! Idea portal to help drive functionality for new development for Ecolane and its customers		Included
Annual Licensing years 2-5 (per year) subtotal			\$6,499.20

Annual licensing will be held at this rate for as long as your agency is an Ecolane customer. (Based on originally purchased solution)



Ryan Larsen, Senior Vice President

2/21/2020

Date

Optional Items | Please ask your Biz Dev Director for more info about these great options to help your agency grow!

QUANTITY	DESCRIPTION	UNIT PRICE	ANNUAL LICENSE COST
1	Pre/Post Trip functionality on MDT *** (Initial License cost, flat rate)	\$19,995.00	\$999.75
1	Ecolane IVR *** (Initial License cost, flat rate) (3rd party charges will apply)	\$40,000.00	\$2,000.00
1	Electronic Signature Capture functionality on MDT *** (Initial License cost, per vehicle)	\$200.00	\$10.00
1	GTFS Interface for Public Transportation *** (Initial License cost, flat rate)	\$19,995.00	\$999.75
1	SMS Text message credit bundle (10,000/bundle) (Never expires until used up completely)	\$1,500.00	
1	Customer Service and Feedback module*** (Initial License cost, flat rate)	\$6,995.00	\$349.75
1	Centers Management Portal *** (Initial License cost, flat rate)	\$19,995.00	\$999.75
1	Ecolane DRT Brokerage (Primary) *** (Initial License cost, flat rate)	\$12,995.00	\$649.75
1	Subcontractor Portal *** (Initial License cost, flat rate)	\$9,995.00	\$499.75
1	Subcontractor Reporting Portal *** (Initial License cost, flat rate)	\$6,995.00	\$349.75
1	Least cost scheduling algorithm for brokerage solution (Initial License cost, flat rate) ***	\$6,995.00	\$349.75
1	Order Importer module *** (Initial License cost, flat rate)	\$19,995.00	\$999.75
1	Each additional Week onsite over standard 2 weeks Training/Go-live Support (includes travel)	\$8,700.00	
1	Annual Review - Up to 10 days of remote review of your system by a Ecolane Professional Services member and 3 days onsite training (includes travel)	\$6,300.00	

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Implementation/ Training assumes 8 hrs. per day on-site excluding weekends and holidays.

All prices are in US dollars. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.

Customer may purchase Android tablets and airtime for Tablets through cellular provider. Prices for tablets range from \$0 to \$499 depending on carrier. Please coordinate your cellular provider/tablets with Ecolane prior to ordering hardware.

\*Data plan does not include web browsing, etc. 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. Agency is responsible for any overages.

\*\*Upgrade and webinar training is included for upgrades, additional on site or new employee training is charged at Refresher Training rate plus travel as applicable.

\*\*\* All Optional item license costs include annual hosting, support & licensing fees due 1 year from contract signing set at: 5%

## B. Term of License; Term of Support

The term of the Software License shall be from the License Date through 5 full years of use.

The terms of the Support Services shall be from the License Date through 5 full years of use.

The term outlined above will renew annually on the license date above, unless renegotiated by either or both parties with a minimum of 60 days' notice.

Ecolane deploys a learning management system for agency staff training. By signing of this agreement, you agree to mandate that your staff attend and test on the key concepts of the Ecolane software.

## C. Delivery & Access Terms:

**Delivery of the System.** Licensor commits to delivery of the Licensor Software in the timeframe set forth in Section 3 and it shall be deemed fully delivered when the Licensor Software conforms to the Documentation in all material respects; provided, if there are issues preventing Licensor Software from conforming to the Documentation in all material respects, Licensor will seek to remedy the issues as soon as commercially practicable, and provided, further, if Licensee uses the Licensor Software for 14 days in a live environment, then any such issues shall be deemed waived.

**System Access.** Standard hours of Licensee operations are from 5:30 AM to 7:00 PM, Monday through Saturday, Mountain time zone. The Licensor Software is expected to be available for use from one hour before to one hour after the standard hours; provided Mobile Modules are expressly excluded from the Licensor Software downtime counting, meaning that any downtime experienced by a Mobile Modules is not counted as system downtime.

The downtime means a "Critical" level problem as defined in the Support Services.

**D. Addresses for Notices:**

**For Ecolane ("Licensor"):**

Ecolane USA Inc.

940 West Valley Road,

Suite 1400

Wayne, PA 19087

Licensor has right to change the address for notifications by notifying Licensee by the means set up in Section 12 of this contract.

**For City of Billings Metropolitan Transit System ("Licensee"):**

Attention: Rusty Logan

*[Remainder of page intentionally left blank]*

## ATTACHMENT D

### SUPPORT SERVICES/SERVICE LEVEL AGREEMENT

This Attachment D is made part of and incorporated in that certain Service Agreement, including Software License & Services Agreement ("**Agreement**"), dated \_\_\_\_\_, 2020 by and between Ecolane USA Inc., a Delaware corporation ("**Licensor**" or "**Ecolane**"), and City of Billings MET Transit ("**Licensee**" or "**Customer**").

#### Overview

Ecolane's Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Licensor Software does not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

#### Assignment of Service Request Severity

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer's description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Severity	Criteria
Critical	<ul style="list-style-type: none"><li>• Customer's production system is down</li><li>• Ecolane product is unusable resulting in total disruption of work or other critical business impact.</li><li>• No workaround is available</li></ul>
High	<ul style="list-style-type: none"><li>• Major feature/function failure</li><li>• Operations are severely restricted</li><li>• A workaround is available</li></ul>
Medium	<ul style="list-style-type: none"><li>• Minor feature/function failure</li><li>• Product does not operate as designed, minor impact on usage, acceptable workaround deployed</li></ul>
Low	<ul style="list-style-type: none"><li>• Minor issue</li><li>• Documentation, general information, enhancement request, etc.</li></ul>

#### Response and Resolution Targets

Ecolane Customer Support response and resolution targets are described below:

**Response:** When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has **a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)**

**Web:** Ecolane will assign a status and severity and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

**E-Mail:** An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

**Phone:** Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact between 8 AM and 5 PM EST.

**Resolution:** An answer, fix or a satisfactory workaround to the support request

**Solution:** The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
<b>Critical</b>	<b>1 Business Hours</b>	Within 4 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>High</b>	<b>8 Business Hours</b>	Within 36 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>Medium</b>	24 Business Hours	Within 15 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Satisfactory workaround is provided</li> <li>• Fix or workaround incorporated into Solution Library</li> <li>• Fix incorporated into future release</li> </ul>
<b>Low</b>	72 Business Hours	Within 30 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME)</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>

## Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
<b>Open</b>	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.
<b>Responded</b>	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.
<b>On Hold</b>	Ecolane is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request. However, service requests may be put on hold for other reasons as well.
<b>More Info Required</b>	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.
<b>Closed</b>	<p>Closed status reflects that:</p> <ul style="list-style-type: none"><li>• The customer and the Ecolane agree that a satisfactory resolution has been provided, or</li><li>• The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</li><li>• Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded.</li></ul> <p>Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensor Software or Mobile Modules also is not covered in Support Services.

## ATTACHMENT E

### FTA REQUIRED CLAUSES FOR CONSTRUCTION PROJECTS

For clarification purposes, Contract and Agreement throughout these clauses shall mean the same thing.

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. Activities performed resulting from the original Contract to this and any other prior or subsequent Contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any **CONTRACTOR** and its subcontractors performing activities under this Contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and subcontractors employed as a result of this Contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime **CONTRACTOR** shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime **CONTRACTOR** will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime **CONTRACTOR** responsible for damages and/or Contract termination.

#### **INCORPORATION OF FTA TERMS**

General Contract provisions include, in part, certain standard terms and conditions required by U.S. DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **CONTRACTOR** shall not perform any act, fail to perform any act, or refuse to comply with any City of Billings, Aviation and Transit Department, MET Transit Division (hereinafter referred to as **MET**) requests that would cause **MET** to be in violation of the FTA terms and conditions.

#### **ACCESS TO RECORDS AND REPORTS** **(For Contracts of \$100,000 or Greater Only)**

1. Record Retention. The **CONTRACTOR** will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The **CONTRACTOR** agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The **CONTRACTOR** shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The **CONTRACTOR** agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The **CONTRACTOR** agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**BUY AMERICA**  
**(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the U.S., unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11.

The [bidder or offeror] must submit to the City of Billings **MET** the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

*Certificate of Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

*Certificate of Non-Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j) (2), as amended, and the applicable regulations in 49 CFR § 661.7.

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

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



**LOBBYING RESTRICTIONS**  
**(For Contracts of \$100,000 or Greater Only)**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name of Contractor's Authorized Official: \_\_\_\_\_

Title of Contractor's Authorized Official: \_\_\_\_\_

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

**CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS**  
**(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees:

1. To use privately owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels.
2. To furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of loading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**  
**(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees:

1. It will not use any violating facilities.
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities."
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**ENERGY CONSERVATION**

The **CONTRACTOR** agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

**RECORDS RETENTION/AUDIT AND INSPECTION OF RECORDS**

1. The **CONTRACTOR** shall permit the authorized representatives of **MET**, the U.S. DOT, and the Comptroller General of the U.S., or any of their duly authorized representatives, access to any books, documents, papers and records of the **CONTRACTOR**, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions of the **CONTRACTOR** relating to its performance under the Contract until the expiration of three years after final payment under this Contract.
2. The **CONTRACTOR** further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that **MET**, the U.S. DOT, and the Comptroller General of the U.S., or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this Contract.
3. The periods of access and examination described above, for records that relate to:
  - a) Appeals under the dispute clause of this Contract.
  - b) Litigation or the settlement of claims arising out of the performance of this Contract.
  - c) Costs and expenses of this Contract to which an exception has been taken by the Comptroller General of the U.S. or any of his duly authorized representatives.Shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

### **FEDERAL CHANGES**

**CONTRACTOR** shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between **MET** and FTA, as they may be amended or promulgated from time to time during the term of this Contract. **CONTRACTOR'S** failure to so comply shall constitute a material breach of this Contract.

### **RECYCLED PRODUCTS**

The **CONTRACTOR** agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S. C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The **MET** and **CONTRACTOR** acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **MET**, **CONTRACTOR**, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract. The **CONTRACTOR** agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The **CONTRACTOR** acknowledges and agrees as follows:

1. The **CONTRACTOR** acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the underlying Contract, the **CONTRACTOR** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the **CONTRACTOR** also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the **CONTRACTOR** to the extent the Federal Government deems appropriate.
2. The **CONTRACTOR** also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the **CONTRACTOR** the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

### **CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY, AND VOLUNTARY EXCLUSION**

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to DOT and other Federal contractors at any tier, and procedures applicable to their debarment, suspension, ineligibility, or exclusion from participation in any DOT or other Federal contracts. **CONTRACTORS** are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion (Section 1.4.15), or furnish an explanation as to why the Certification cannot be provided. The **CONTRACTOR** agrees by submitting the Bid/Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction

with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by **MET**. The **CONTRACTOR** further agrees by submitting this Bid/Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction", in all lower tier covered transactions over \$25,000 and in all solicitations for lower tier contracts.

### **PRIVACY ACT**

The following requirements apply to the **CONTRACTOR** and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The **CONTRACTOR** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.552a. Among other things, the **CONTRACTOR** agrees to obtain the express consent of the Federal Government before the **CONTRACTOR** or its employees operate a system of records on behalf of the Federal Government. The **CONTRACTOR** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
2. The **CONTRACTOR** also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES ADA** **(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees to comply with the requirements of 49 U.S.C. 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The **CONTRACTOR** also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOT requires the provision of accessible facilities and services, and with the following regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. U.S. GSA regulations, "Accommodations for Physically Handicapped," 41 CFR subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and
10. Any implementing requirements FTA may issue.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

1. **Goal.** **MET** sets an overall DBE goal every three years. While the expected percentage of DBE participation may vary from contract to contract due to availability of DBEs, **MET** believes the overall goals to be realistically obtainable over the year. The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs, as compared to the total value of all work performed under this Contract and/or by the percentage of the net profit that the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project. **MET's** DBE goal is 0.69%.
2. **Instructions to Bidders and Contractors.** It is the policy of **MET** that equal opportunity to participate in its procurement will be provided to DBEs. To accomplish this objective, **MET** requires, as applicable, all bidders and contractors to complete and return with the Bid/Proposal submittals, all DBE Forms (included as Attachment B to this Agreement) of these Solicitation Documents), which obligates the **CONTRACTOR** to assert a good faith effort to attain the specified goal for DBE participation. A bidder/contractor may satisfy the requirements of DBE Form A by having DBE status, by subcontracting portions of the work to DBEs, and/or by entering into a joint venture with DBEs.
3. **Requirements, Terms, and Conditions.** A DBE is defined as a small business concern that is owned and controlled by socially and economically disadvantaged individuals. These socially and economically disadvantaged individuals must own 51 percent of the business, and they must control the management of the business. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration (SBA), pursuant to Section 8(a) of the Small Business Act. To be accepted as a qualified DBE, a **CONTRACTOR** must be certified as a DBE by the Montana Department of Transportation (MDT) before the time of Bid/Proposal submittal. The MDT DBE Program Manager is Wendy Stewart (406-444-6337) or westewart@mt.gov. MDT's DBE certification application forms are available, for contractors interested in securing MDT DBE certification prior to Bid/Proposal opening, on line at [www.mdt.mt.gov/business/contracting/civil/dbe.shtml](http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml). Any questions regarding **MET's** DBE program or questions regarding the DBE forms should be directed to Wendy Stewart.

## **NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

## **DAVIS-BACON ACT**

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

## **PREVAILING WAGE AND ANTI-KICKBACK**

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the **CONTRACTOR** shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The **CONTRACTOR** will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In

accordance with the statute, the **CONTRACTOR** shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the **CONTRACTOR** agrees to pay wages not less than once a week. The **CONTRACTOR** shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR Part 3, "contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the U.S." The **CONTRACTOR** is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the **CONTRACTOR** shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, the **CONTRACTOR** shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the **CONTRACTOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the **CONTRACTOR** and subcontractor shall be liable to the U.S. (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **CONTRACTOR** or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

## **FLY AMERICA REQUIREMENTS**

1. Definitions. As used in this clause:
  - a) "International air transportation" means transportation by air between a place in the U.S. and a place outside the U.S., or between two places both of which are outside the U.S.
  - b) "U.S." means the 50 States, the District of Columbia, and outlying areas.
  - c) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the U.S., in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the U.S., for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.
3. If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their personal effects) or property.
4. In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### **Statement of Unavailability of U.S. Flag Air Carriers**

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

---

(End of statement)

5. The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

## ATTACHMENT F

### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATIONS AND FORMS

#### DBE Form A

##### *DBE STATUS*

The Contractor hereby certifies that: \_\_\_\_\_  
(Firm Name)

1. **Is ☐ – is not ☐** (check one) a Disadvantaged Business Enterprise (DBE).  
Note to Contractor: If the Contractor is a DBE, then the Contractor must provide proof of DBE certification by Montana Department of Transportation (MDT) with proposal submittal.
2. **Is ☐ – is not ☐** (check one) a participant of a joint venture in this Proposal.  
Note to Contractor: If the Contractor is a participant of a joint venture, then the Contractor must complete DBE Form "Schedule B: Information for Determining Joint Venture Eligibility" (unless all joint venture firms are minority owned). If the Contractor is not a participant, then the Contractor should write "N/A" on DBE Form Schedule B.
3. **Will ☐ – will not ☐** (check one) involve DBE firms in this project.  
Note to Contractor: If the Contractor will involve DBE firms, then the Contractor must complete DBE Form D "Record of Participation by DBE Firms." If the Contractor will not involve DBE firms, then the Contractor should write "N/A" on DBE Form D. In either case, the Contractor shall submit DBE Form E "DBE Unavailability Certification" for every DBE firm from which the Contractor unsuccessfully sought to secure DBE participation. DBE Form E and/or DBE Form D shall be submitted at the same time as the list of subcontractors (if requested) or shall accompany the Contractor's Proposal.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**DBE Form B****LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_  
(Name of Prime or General Contractor)

The undersigned intends to perform work in connection with the above project as (check one):

\_\_\_\_\_ an individual  
\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership  
\_\_\_\_\_ a joint venture

The DBE status of the undersigned is confirmed on the attached DBE Form A. The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

\_\_\_\_\_  
\_\_\_\_\_

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Project Commencement Date	Project Completion Date
1.		
2.		
3.		
4.		
5.		

\_\_\_\_\_ percent of the dollar value of this DBE subcontract will be sublet and/or awarded to non-disadvantaged contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of Billings, Aviation and Transit Department, MET Transit Division.

Name of DBE Firm: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**DBE Form C**  
*DBE AFFIDAVIT*

**NOTE:** THIS PAGE MUST BE COMPLETED BY THE DBE CONTRACTOR.

I HEREBY DECLARE AND AFFIRM that I, \_\_\_\_\_  
(Name)

am the \_\_\_\_\_ and duly authorized representative  
(Title)

of the firm \_\_\_\_\_  
(Name of Corporation or Joint Venture)

whose address and phone number are \_\_\_\_\_  
\_\_\_\_\_

and further affirm that I am a DBE as defined by the City of Billings, Aviation and Transit Department, MET Transit Division in the specifications, and that I will provide information if requested by the City of Billings, Aviation and Transit Department, MET Transit Division to document this fact.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Date)

**DBE Form D**

*RECORD OF PARTICIPATION BY DBE FIRMS*

**NOTE:** THIS FORM MUST BE FILLED OUT BY THE CONTRACTOR (OFFEROR) AND SHOULD INCLUDE A GENERAL DESCRIPTION OF WORK TO BE PERFORMED. MATERIALS AND/OR SUPPLIES UNDER THIS CONTRACT MUST BE LISTED BELOW.

Name of DBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Description of Work \_\_\_\_\_  
Materials/Supplies \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Description of Work \_\_\_\_\_  
Materials/Supplies \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Description of Work \_\_\_\_\_  
Materials/Supplies \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Description of Work \_\_\_\_\_  
Materials/Supplies \_\_\_\_\_

TOTAL PERCENTAGE DBE PARTICIPATION \_\_\_\_\_

I \_\_\_\_\_ certify that the information given above on behalf of the  
(Name)

Contractor is true and correct, and that as \_\_\_\_\_  
(Position)

of the Contractor, of the proposer, I attest that I **have** ☐ – **have not** ☐ (check one) met the assigned DBE Goal for this Contract of \_\_\_\_%.

\_\_\_\_\_  
(Signature)

**DBE Form E*****DBE UNAVAILABILITY CERTIFICATION***

Project: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

To demonstrate a good faith effort to utilize DBEs, contractors and suppliers who cannot meet their DBE participation goals must respond to either Item A or Item B below. Please use one sheet per DBE firm contracted.

**ITEM A:**

Name of DBE Firm Contacted: \_\_\_\_\_

Form of Proposal Sought (i.e., unit prices, etc.): \_\_\_\_\_

Dates Contacted: \_\_\_\_\_

Method of Contact: \_\_\_\_\_

Results: \_\_\_\_\_

To the best of my knowledge and belief, the above DBE contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a proposal for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)

of \_\_\_\_\_, do hereby certify that the above  
(Contractor's Firm)

information is true and correct, and that I have made a good faith effort as documented in ITEM A above to obtain DBE participation in the performance of this Contract.

\_\_\_\_\_  
(Signature) (Date)

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (DBE Company Name)

was offered an opportunity to propose on the above project on \_\_\_\_\_.  
(Date)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

\_\_\_\_\_  
(Signature) (Title) (Date)

**DBE Form E**

**ITEM B:** *CERTIFICATION OF NO OPPORTUNITY FOR DBE PARTICIPATION*

There exists no opportunity for subcontracting as part of this project. It is the general practice of \_\_\_\_\_ to perform all work of this nature solely with its own work  
(Name of Contractor)  
force, and to do otherwise would constitute a violation of industry standards.

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)  
of \_\_\_\_\_, do hereby certify that the above information is  
(Name of Contractor)  
true and correct, and that I have made a good faith effort as documented in ITEM B above to obtain DBE  
participation in the performance of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**DBE Form Schedule B***INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY*

This form must be completely filled out. If an item does not apply to you or your organization, write "NA" in the appropriate space.

**NOTE:** This form need not be completed if all joint venture firms are minority owned.

1. Name of Joint Venture: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Identify the firms that comprise the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  - (a) Describe the role of the DBE firm in the joint venture (attach extra sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - (b) Describe very briefly the experience and business qualifications of each non-DBE joint venture (attach extra sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of the joint venture's business:  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE Ownership? \_\_\_\_\_
8. Ownership of joint venture: (This need not be completed if described in the joint venture agreement, provided in Question 6.)
  - (a) Profit and loss sharing: \_\_\_\_\_
  - (b) Capital contributions, including equipment: \_\_\_\_\_
  - (c) Other applicable ownership interests: \_\_\_\_\_
9. Control of and participation in this Contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making including, but not limited to, those with prime responsibility for:

	<b>Name</b>	<b>Race</b>	<b>Sex</b>	<b>Title</b>
<b>Final Decisions</b>				
<b>Estimating</b>				
<b>Marketing</b>				
<b>Sales</b>				
<b>Hiring/Firing of Management Personnel</b>				
<b>Purchaser of Major Items/Supplies</b>				
<b>Supervision of Field Operations</b>				
<b>Other</b>				

**NOTE:** If, after filing this Schedule B and before the completion of the joint venture's work on the Contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee either directly or through the prime contractor if the joint venture is a subcontractor.

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** W.O. 19-12: West End Reservoir Project, Amendment No. 2

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

City Council is asked to approve Amendment No. 2 to the City's professional engineering services contract with HDR Engineering (HDR) for the W.O. 19-12: West End Reservoir Project in the amount of \$698,400. HDR's initial contract for \$1,564,000 to conduct the preliminary project design was approved by Council in March 2019. Contract Amendment No. 1 for \$2,096,200 to complete all design services for a Yellowstone River raw water intake, pump station and pipeline for the reservoir and to conduct a shale material pilot study was approved by Council on April 13, 2020.

Contract Amendment No. 2 provides a second phase of time-critical geotechnical investigations and topographic survey services in support of the reservoir design. Geotechnical work includes borings, test pits, material sampling and testing, and special laboratory testing. Survey work includes verification of topographical features and location of geotechnical bore holes and test trenches.

Final reservoir design, bidding, and construction administration services will be presented to City Council through a future contract amendment proposal.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve Contract Amendment No. 2 with HDR Engineering, or;
- Do not approve Contract Amendment No. 2. If this amendment is not approved, the City will be unable to collect time-critical information during the upcoming field season in support of the reservoir design.

**FINANCIAL IMPACT**

The W.O. 19-12: West End Reservoir Project original professional services contract amount is \$1,564,000.00. The amount of Amendment No. 1 is \$2,096,200.00. Proposed Amendment No. 2 in the amount of \$698,400.00 would increase the total contract amount to \$4,358,600.00. Water funds budgeted for this project in FY 20 are adequate and will be used for this project amendment.

**RECOMMENDATION**

Staff recommends that City Council approve Amendment No. 2 to the City's professional engineering services contract with HDR Engineering for W.O. 19-12: West End Reservoir Project in the amount of \$698,400.



## APPROVED BY CITY ADMINISTRATOR

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### Attachments

WO1912 PES Contract Amend#2

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**AMENDMENT NO. 2**  
**TO**  
**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**  
**W.O. 19-12**  
**WEST END RESERVOIR PROJECT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

HDR Engineering, Inc.  
970 South 29<sup>th</sup> Street West  
Billings, Montana 59102  
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated April 2, 2019, for Contractor to provide engineering services to the City for Work Order 19-12 West End Reservoir Project, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3. Add the following to the Scope of Work

- Provide Phase II Geotechnical Investigation and Topographic Survey services in support of the design of the West End Reservoir project for the following major elements of work:
  - **Phase II Geotechnical**
    - Borings and Test Pits
    - Material Sampling and Testing
    - Design Phase Laboratory Testing
    - Special Laboratory Tests for Shale Materials
  - **Phase II Topographic Survey**
    - Verification of topography in areas of heavy vegetation around reservoir site
    - Verification of topography & location of two concrete areas in north cell
    - Locating geotechnical bore holes and test pits as part of the Phase II Geotechnical services

Appendix A, Section 3. Add the following to the Scope of Work after Task 1700.

#### DETAILED SCOPE OF SERVICES

The scope of services that will be utilized on the Phase II Geotechnical Investigation and Topographic Survey is presented in Tasks 1800-2000. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
1800	Project Management
1900	Phase II Geotechnical
2000	Phase II Topographic Survey

Scope items to be added by future amendment include but are not limited to:

- Reservoir Design services
- Reservoir Bidding services
- Reservoir Construction services
- Startup and training services related to the reservoir
- SCADA programming services related to the reservoir
- Warranty services related to the reservoir

## **TASK SERIES 1800 – PROJECT MANAGEMENT**

### **Task 1810 – Design Services Project Management**

As part of this task, the Engineer's Project Manager will lead coordination of the design team and subconsultants with the City as well as supervise the subconsultant activities to obtain the desired information from the field. Project Manager and Accountant will monitor project status, maintain project schedule and prepare financial documents.

Deliverables:

- Monthly invoices and project progress updates

## **TASK SERIES 1900 – PHASE II GEOTECHNICAL INVESTIGATION**

### **Task 1910 – Borings and Test Pits**

Design phase boreholes are planned to bring up the investigation frequency to at least one geotechnical investigation every 500-feet along the embankment alignment. Soil and rock encountered in the boreholes shall be classified in the field using visual-manual procedures. Rock Quality Designation (RQD) values shall be calculated and reported for the rock cores. Packer tests are planned to be conducted at 5-foot intervals within the rock encountered in select boreholes.

The additional embankment boreholes proposed are:

- Twenty-one (21) boreholes along the North Embankment alignment
- Four (4) boreholes in the North reservoir area to characterize the borrow material
- Ten (10) boreholes along the South Embankment alignment
- Three (3) boreholes within the South reservoir area to characterize the borrow material

Additional borings are planned for design of each of the following appurtenant structures:

- North Reservoir Weir (1 borehole)
- North Reservoir Inlet structure (1 borehole)
- North Reservoir Overflow and Outlet structure (1 borehole)
- South Reservoir Weir (1 borehole)
- South Reservoir Inlet structure/Discharge Area (1 borehole)
- South Reservoir Outlet structure (1 borehole)
- Waterway connection between North and South Reservoir (1 borehole)
- Assumed two abutments and a single pier associated with the bridge along Hesper Road (2 boreholes)
- WTP Intake Pump Station (1 borehole)
- Canyon Creek Structure (1 borehole)

For planning purposes, it is estimated that 28 test pits will be excavated as part of these activities.

#### **Task 1920 – Material Sampling and Testing**

Includes rock coring and sampling, shale sampling, packer testing, shear wave velocity measurements and installation of six stand pipe piezometers.

#### **Task 1930 – Design Phase Laboratory Testing**

The flowing laboratory tests shall be conducted for all overburden soil samples and shale samples that are collected:

1. Index Properties
2. Compaction
3. Consolidation
4. Strength Properties
5. Permeability Tests

#### **Task 1940 – Special Laboratory Tests for Shale Materials**

In addition select rock core samples shall be tested for drained residual shear strength using the Torsional Ring Shear test. Processed shale samples shall be tested for disparity potential testing using the Soil Conservation Service (SCS) double hydrometer test and slake durability. To summarize, the additional laboratory tests for the shale samples are:

- Intact shale rock cores
  - Torsional Ring Shear Test
- Processed Shale Samples
  - Slake Durability Test
  - SCS double hydrometer test

#### **Task 1950 – Quality Assurance**

Tasks 1910 and 1940 will be reviewed by the design team for quality assurance.

### **TASK SERIES 2000 – PHASE II TOPOGRAPHIC SURVEY**

#### **Task 2010 – Verification of topography in areas of heavy vegetation**

Field survey crews will use existing survey/mapping control to obtain topographic information in the areas where heavy vegetation exists. Task includes two days of field work to complete this work. Time also includes survey office support for data processing and QA/QC and delivery of point data for surface updates.

Deliverables:

- Topographic survey of vegetative areas

#### **Task 2020 – Verification of topography & location of two concrete areas in north cell**

This task involves obtaining of topographic information within the concrete wash and disposal areas located in the north cell (approximately 16 acres).

Topographic data will include the various sampling locations per HDR field investigation so it can be accurately catalogued and depicted on the master site plan. Task includes two days of survey field time, office support for crew line out, data processing, QA/QC and data delivery.

Deliverables

- Topographic survey of the two concrete areas in the north reservoir cell

**Task 2030 - Locating bore holes and test trenches as part of the Phase II Geotechnical services**

This task requires the location of geotechnical bore and trench locations throughout the site. It is anticipated that two days of field survey assistance will be needed as these bores & trenches are dug. Time included is for survey crew, office support and data transfer.

**Deliverables:**

- Coordinates of bore and trench locations associated with Phase II Geotechnical services.

Appendix B, Section 1, Paragraph A. Add paragraph 10, Phase II Geotechnical Investigation and Topographic Survey and update the total with the following:

15. TASK SERIES 1800 – PROJECT MANAGEMENT	\$6,803
16. TASK SERIES 1900 – PHASE II GEOTECHNICAL INVESTIGATION	\$680,276
17. TASK SERIES 2000 – PHASE II TOPOGRAPHIC SURVEY	\$11,321
<b>Total</b>	<b>\$698,400</b>

Appendix E. Add Paragraphs K-L:

K. Complete Phase II Geotechnical Investigation	August 2020
L. Complete Phase II Topographic Survey	August 2020

CONSULTANT

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF BILLINGS, MONTANA

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** 2018 Long Range Transportation Plan Amendment

**PRESENTED BY:** Scott Walker

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Late this winter, City Finance, Planning and Engineering staff working with the Downtown Billings Partnership recognized the opportunity to extend the life of the Downtown Urban Renewal District (URD) to maximize the community benefits as well as complete public infrastructure improvements downtown. The District life may be extended via bonding for a project that would be funded by Urban Renewal District funds through a bond. Using guidance in the City Council's adopted 2020 Priorities and the recently completed Downtown Area Traffic and Circulation Study, staff identified the conversion of North 29th Street and North 30th Street from one-way to two way between Montana Avenue and 6th Avenue North. The City Council at its April 20 Work Session was presented with this proposal and directed staff to move the process forward for consideration at future regular business meetings.

Since the Montana Department of Transportation also identifies North 29th Street and North 30th Street as Urban Routes, action by the Montana Transportation Commission is required to approve City construction on these roadways. To complete this approval at the State level, the Billings Metropolitan Planning Organization must amend its Billings Long Range Transportation Plan (LRTP) to ensure these roadway projects are properly identified in the Plan.

The schedule for review and adoption of the plan amendment includes actions by the:

- Technical Advisory Committee
- Yellowstone County Board of Planning
- Board of County Commissioners
- City Council
- Policy Coordinating Committee

The amended LRTP will then be sent to the Montanan Department of Transportation and Federal Highway Administration staff overseeing Montana for review and concurrence. From that review, it will be presented to the State of Montana's Transportation Commission on June 25.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the amendment to the LRTP and forward a recommendation of approval to the Policy Coordinating Committee, or;
- Disapprove the amendment to the LRTP and forward a recommendation of disapproval to the Policy Coordinating Committee. Disapproval could endanger the life extension opportunity of the Downtown Urban Renewal District and the ability of the City to approve TIF funds at this time for the conversion of North 29th and North 30th from one-way to two-way.

## **FINANCIAL IMPACT**

The MPO is working with Kittelson & Associates to complete the amendment to the LRTP. Kittelson was the consultant on the MPO's latest LRTP update in 2018 and is working with staff to complete this amendment to the Plan for no charge to the community. Approval of the LRTP amendment will be a first step in the local approval process that will lead to review and action by the Transportation Commission in June. Approval by the Commission will allow the City to bond for approximately \$1.9 million in TIF dollars to complete the one-way to two-way conversion.

## **RECOMMENDATION**

Staff recommends the City Council approve the amendment to the LRTP and forward a recommendation of approval to the Policy Coordinating Committee.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Application Submittal for an AmeriCorps VISTA Project

**PRESENTED BY:** Brenda Beckett

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Community Development Division has been approached by the Corporation for National and Community Service (CNCS) regarding submitting an application for AmeriCorps Volunteer in Service to America (VISTA) resources for FY2021-2022. Application preparation would begin during fall 2020 and would follow any CNCS or other Federal long-term guidance on mitigating the health risks associated with COVID-19. The Division has been managing the Billings Metro VISTA Project since 2009.

The Billings Metro VISTA Project supports placements of AmeriCorps VISTA members at nonprofit organizations to reduce the risk of homelessness and create the tools people in poverty need to build sustainable futures. Priority focus areas include education, financial literacy, housing, employment, food security, and access to healthcare and services benefiting veterans and military families. Members may also be trained in City-sponsored initiatives to share information and resources with other communities across Montana to further project reach, scope and overall poverty impact. Examples include the development and implementation of a plan to affect homelessness; assistance in developing poverty-based impediments to housing access and equal opportunity; the expansion of services to assist veterans and their families; and the development and implementation a homeless services survey.

City Council approval for the application would allow the Community Development Division to assist in application preparation and administration of activities on behalf of many community agencies including Family Promise of Yellowstone Valley, Family Service, Inc., the Housing Authority of Billings, and Wise Wonders Children's Museum.

Staff is preparing an application for members who may be placed at varying times throughout the year based on availability, including (but not limited to) member opportunities in May/June for Summer Associates (ten week placements), July, August, January, and February (one-year placements), etc.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve submittal of an application for AmeriCorps VISTA program;
- Disapprove submittal of an application for the AmeriCorps VISTA program. The Division has been managing the Billings Metro VISTA Project since 2009 and has seen millions of dollars in capacity building in the community and dramatic increases in service delivery to support low and moderate income individuals and families in Billings. Not taking advantage

of the VISTA program would severely limit the ability to sustain non-profit services to assist risk members of our community.

## **FINANCIAL IMPACT**

The City was awarded *Project Grant* status by the Corporation for National and Community Service since 2014. For the current fiscal year, the Corporation for National and Community Service allocated a total grant award of approximately \$689,000 to carry out the project. The Community Development Board and City Council also approved a \$75,000 CDBG allocation to support cost share members. These members are a priority and further the Division's initiatives to impact poverty and homelessness, as per the Community Development Board's request. Host Sites also contribute approximately \$20,000 per year to support the project.

## **RECOMMENDATION**

The Community Development Board recommends the City Council authorize submission of an application for AmeriCorps VISTA and authorize City staff to negotiate and finalize the project if awarded.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Submittal and Acceptance of Grant Application to the Federal Transit Administration (FTA) for CARES Act Funds

**PRESENTED BY:** Kevin Ploehn, Director of Aviation and Transit

**Department:** Transit

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act appropriates \$25 Billion for public transportation capital and operations assistance. As the City of Billings MET Transit is a qualified recipient of 49 USC Section 5307 funds, the Act appropriated \$5,358,483 to be utilized by MET Transit for Transit operations and capital expenses. These dollars will be used to ensure continued operations in the face of the COVID-19 crisis, as well as allow MET Transit to address a number of capital needs including continued fleet replacement and facility upgrades. This grant is 100% Federal with no requirement for local matching funds.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the grant application submittal and subsequent grant offer approval for CARES Act funds for the amount of \$5,358,483; or
- Disapprove the application submittal for CARES Act Funds for the amount of \$5,358,483.

**FINANCIAL IMPACT**

The financial impact of the Cares Act grant is all very favorable for MET Transit. The grant is funded 100% Federal, 0% local for a total amount of \$5,358,483.

**RECOMMENDATION**

Staff recommends that the City Council approve the filing of the grant application for the CARES Act funds for MET Transit and authorize the Mayor to execute the grant agreement with the U.S. Department of Transportation, Federal Transit Administration upon receipt of the grant offer.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Petitioners Donation for Founders District Analysis and Process Summary

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City received a petition on January 24, 2020 signed by four property owners for the City to consider either expanding the Downtown Urban Renewal District or forming a new urban renewal district in an area just west of the existing Downtown Urban Renewal District (See attached Area Map). The area contains 128 properties and there are 77 property owners. The process to expand or form an urban renewal district is complex and takes significant time and resources. Staff determined the best approach was to first analyze the area of the petition and bring information to the City Council to seek direction on whether to begin a process to expand the Downtown Urban Renewal District, form a new urban renewal district, or not move forward with any action at this time.

City staff has a significant number of priorities and projects already programmed for 2020, so the City Administrator directed staff to prepare a funding package from public and private sources to hire a consultant to conduct the initial analysis. The analysis is to be completed by Community Development Services of Montana (CDS). CDS will conduct a review of conditions of blight in the area under consideration (See attached Area Map) per §7-15-4206 MCA and how addressing these conditions would benefit the public. As part of this review, evaluation of the benefits of creating a new district, versus adding to the existing downtown district will be prepared. Support for the work will come from City Finance, Planning, Public Works and GIS staff. The cost for CDS to complete the work is not more than \$11,000.

The petitioners agreed to contribute \$3,000 toward the effort and this funding will be combined with \$4,000 from the General Fund and \$4,000 from the Downtown Tax Increment Funds. The Council is accepting \$1,500 at this meeting and an additional \$1,500 in donations from the petitioners is expected to complete the funding package and will be brought to Council at a future meeting for acceptance.

**ALTERNATIVES ANALYZED**

City Council may:

- Accept the donation from Fagg Properties in the amount of \$1,500 toward the analysis of expansion of the Downtown Urban Renewal District or formation of a new urban renewal district, and approve of the City utilizing up to \$4,000 in Downtown Urban Renewal District Tax Increment Finance funding and up to \$4,000 in City General Funds to complete the analysis, or;
- Not Accept the donation from Fagg Properties in the amount of \$1,500 toward the analysis of expansion of the Downtown Urban Renewal District or formation of a new urban renewal

district, not approve of the City utilizing up to \$4,000 in Downtown Urban Renewal District Tax Increment Finance funding and up to \$4,000 in City General Funds to complete the analysis.

## **FINANCIAL IMPACT**

Acceptance of this donation in the amount of \$1,500 will be combined with \$4,000 from the General Fund and \$4,000 from the Downtown Tax Increment Funds to enter into a contract with the consultant. An additional \$1,500 in donations from the petitioners is expected to complete the funding package and will be brought to Council at a future meeting for acceptance. The consultant cost will not exceed \$11,000. Expenditure of these donations combined with the City funds is an unbudgeted expenditure for FY20.

## **RECOMMENDATION**

Staff recommends the City Council accept the donation from Fagg Properties in the amount of \$1,500 toward the analysis of expansion of the Downtown Urban Renewal District or formation of a new Urban Renewal District, and approve of the City utilizing up to \$4,000 in Downtown Urban Renewal District Tax Increment Finance funding and up to \$4,000 in City General Funds to complete the analysis.

## **APPROVED BY CITY ADMINISTRATOR**

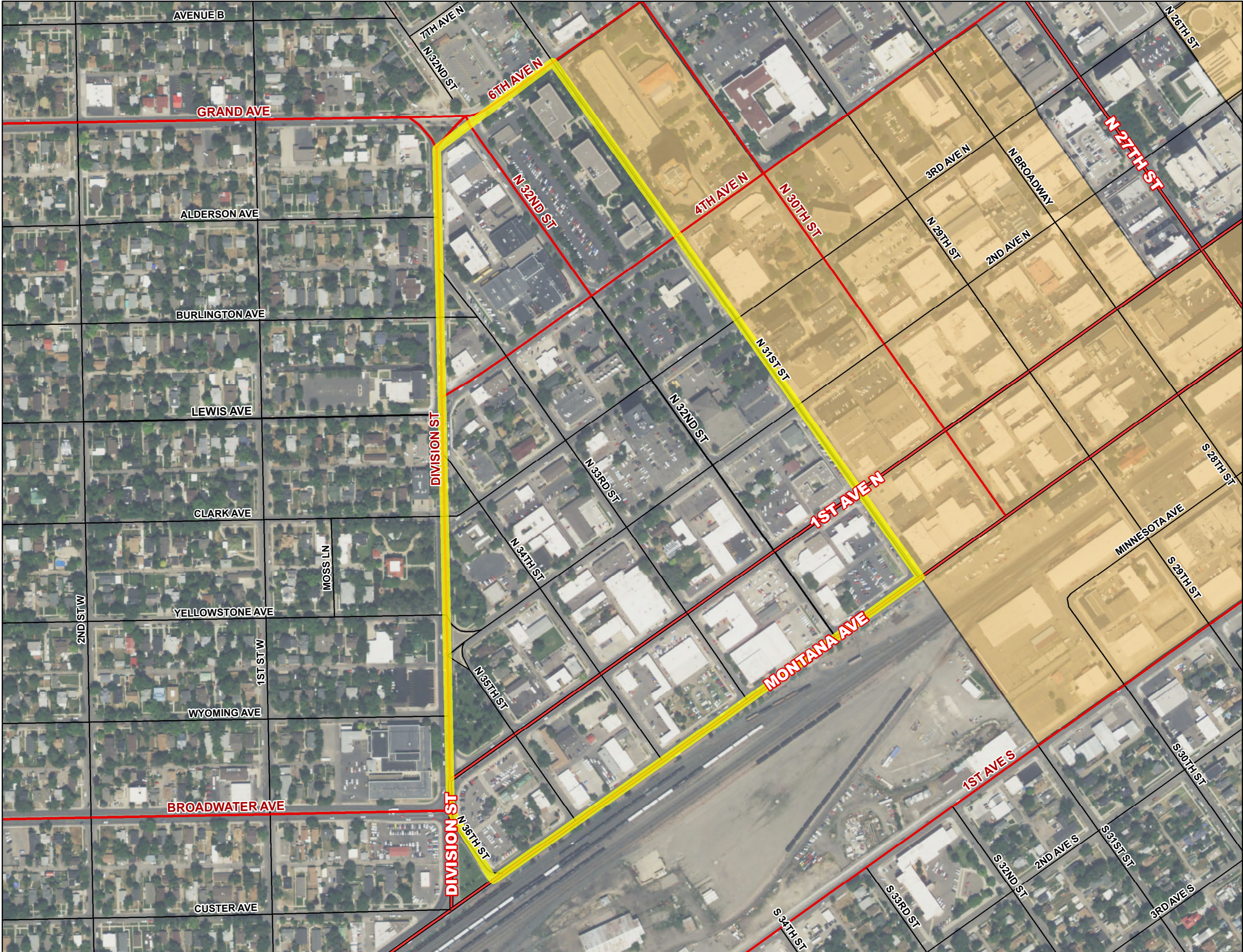
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### **Attachments**

Founders District Study Area

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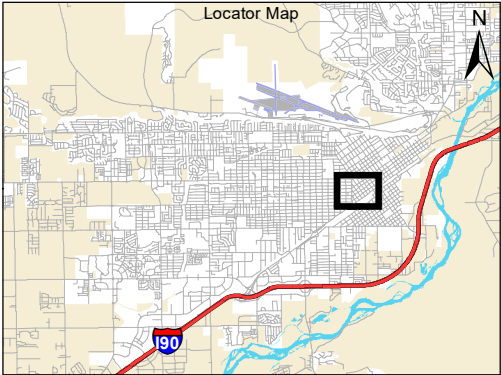
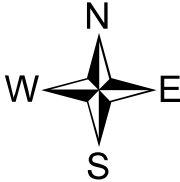




**Proposed Founders District**

Area Map

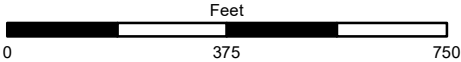
Date of Imagery = 2017



The parcel data mapped hereon does not constitute a legal survey. Inaccuracies exist with both the mapped data and the Montana Department of Revenue CAMA data; when seeking the definitive description of real property, consult the deed recorded at the Yellowstone County court house.

**Legend**

- US OR STATE ROUTE
- ARTERIAL
- COLLECTOR
- STREET
- Proposed TIF District or Expansion
- Existing District





**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Willowbrook Subdivision Amended Lot 4A, Block 1, - Preliminary Minor Plat

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

On April 1, 2020, IMEG Engineering, agent for Griffin Automotive Enterprises, Inc., applied for preliminary subsequent minor plat approval for Willowbrook Subdivision, Amended Lot 4A, Block 1. The proposed subdivision creates 2 new lots, one lot has an existing business on it the second lot is for commercial development. The subject property is generally located at 4432 South Frontage Road. The property is zoned Planned Unit Development (PUD) with commercial development only allowed in the subdivision as outlined in the PUD agreement.

**ALTERNATIVES ANALYZED**

In accordance with state law, the City Council has 35 working days to act upon this major preliminary plat. The 35 working day review period for the proposed plat ends on May 20, 2020. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

**VARIANCE REQUESTED**

No variance has been requested.

**FINANCIAL IMPACT**

Approval of this subdivision will have no direct financial impact on the Planning Division.

**BACKGROUND**

**PROCEDURAL HISTORY**

- Pre-application meeting February 27, 2020
- Preliminary plat application submitted to Planning Division April 1, 2020.
- Preliminary plat to City Council May 11, 2020
- 35 working-day preliminary plat review period ends May 20, 2020

**PLAT INFORMATION**

General location: 4432 South Frontage Road  
Legal Description: Lot 4A, Amended Plat of Lots 1 and 4, Willowbrook Subdivision

Owner/Subdivider:	Griffin Automotive Enterprises, Inc.
Engineer and Surveyor:	IMEG Engineering
Existing Zoning:	PUD
Existing land use:	Vacant land and Auto Auction
Proposed land use:	Commercial
Gross and Net area:	25.21 acres / 25.21 acres
Proposed number of lots:	2
Lot size:	Max: 21.74 acres Min.: 3.47 acres
Parkland requirements:	No parkland is required as this is a commercial development.

## **STAKEHOLDERS**

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

## **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Consistency with the 2016 Growth Policy, the 2018 Transportation Plan, and Billings Area Bikeways and Trail Master Plan are discussed within the Findings of Fact.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. When negative effects are identified it is the subdivider's responsibility to mitigate those effects. Various City departments, private service/utility providers and affected school district, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

## **RECOMMENDATION**

Staff recommends conditional approval of the preliminary plat of Willowbrook Subdivision Amended Lot 4A, Block 1, to the City Council and adopt the Findings of Fact as presented in the staff report and the SIA.

## **PROPOSED CONDITIONS OF APPROVAL**

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Findings of Fact  
Proposed Plat





## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Willowbrook Subdivision, Amended Lot 4, Block 1. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(8), BMCC).

### **A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302 (8)(b)]**

#### **1. Effect on agriculture and agricultural water user facilities**

The subject property is not used as farmland. The original Willowbrook subdivision was platted in 2002 and was planned as a commercial development. The land has been used mostly as an auto auction business. This proposed subdivision will have no effect on agriculture or water user facilities.

#### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. When Lot 4A-1 is developed, the developing party will be required to meet the requirements for water line location and installation as outlined by the City of Billings Engineering department at the time of development. This requirement is outlined in the SIA under the heading VI. Utilities A. Water. New fire hydrants will be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality (MDEQ).

Sanitary sewer service will be provided by the City of Billings. When Lot 4A-1 is developed, the developing party will be required to install and connect to sanitary sewer lines as required and in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This requirement is outlined in the SIA under the heading VI Utilities B. Sanitary Sewer.

Easements have been shown on the face of the plat for private utility companies to use.

- b. **Storm water** – Storm water drainage is not changing at this time, there is no proposed new construction on the proposed Lot 4A-1. In the future when this lot is developed the developing party will be required to satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Division. This requirement is outlined in the SIA under the heading V. Storm Drainage.
- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

- d. **Streets** – There are no public streets within the subdivision, they are access easements for the businesses inside the business park. There will be no new streets with this subdivision. Proposed Lot 4A-1 will have access off the internal access easement. Proposed Lot 4A-1 has frontage on its north boundary on South Frontage Road. In the future when this lot is developed, they will be required to do any road improvements that may be required by the Montana Department of Transportation.

There is no proposed sidewalk construction at this time but it is included in the Waiver of Right to Protest should there be sidewalk requirements in the future.

When Lot 4A-1 is developed, they will be required to install a 10-foot wide multi-use trail along the north property line. This requirement is outlined in the SIA under the heading III Transportation F.

- e. **Emergency services** – The Billings Police and Fire Department will respond to emergencies within the proposed subdivision. The fire station that serves this area is located at 475 6<sup>th</sup> Avenue West (Station #4). When lots develop in the future, the lot developer will be installing fire hydrants at the required locations to meet regulations outlined in Fire Code. The Billings Police noted in comments that “continued development without comensurate resources has adversely affected our ability to provide service. Additional resources would be needed to adequatley support the area”. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** – Although this subdivision is in School District #2 it is a commercial development and will have no effect on the school population.
- g. **Parks and Recreation** – This is a commercial development and they are not required to provide any parkland with this proposed subdivision.
- h. **Mail Delivery** - The United States Postal Service (USPS) will provide postal service to the subdivision; the USPS has requested that any new postal box be located at the same location as the one that exists for the Auto Auction business.

### **3. Effect on the natural environment**

The subject property is relatively level which is now mostly grassland adjacent to residential development to the east and commercial development to the south and west. In the SIA there is a paragraph notifying the future lot owner there may be limitations or special requirements of the lot soils that should be investigated before construction on the lots.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of wildlife habitat in

the area, and wildlife indigenous to the area may cause damage to their landscaping or interface with domestic animals, residents, and visitors. This subdivision should have a minimal effect on wildlife and wildlife habitat.

**5. Effect on the public health, safety and welfare**

There should be no impacts to public health, safety and welfare because of this subdivision.

**B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-902)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616 (2), MCA.

**C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]**

**1. City of Billings 2016 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

**Prosperity (promoting equal opportunity and economic advancement)**

- A diversity of available jobs can ensure a strong Billings' economy
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy
- Strategically placed industrial parks will encourage a more diverse city economy, and will better help manage effluent and emission from industrial processes

**2. 2018 Urban Area Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the Transportation Plan and preserves the street network and street hierarchy specified in the plan.

**3. Billings Area Bikeways and Trail Master Plan (BABTMP)**

The proposed subdivision lies within the jurisdiction of the BABTMP. There is a primary bike route identified on South Frontage Road. When Lot 4A-1 is developed, they will be required to install a 10-foot wide multi-use trail along the north property line. In the SIA, it states that the future developer of Lot 4A-1 will be required to install the 10-foot wide multi-use trail before a building permit is issued. This requirement is outlined in the SIA under the heading III Transportation F.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302(8)(b)(1)]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302 (8)(b)(5)]**

The subject property will conform to the requirements of current zoning, the PUD states it will be for commercial development. When the lot is sold and a developer submits for a building permit, at that time the additional requirements of zoning will be reviewed with the permit process.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302 (8)(b)(2)]**

The subdivider has provided utility easements as requested by private utility companies on the face of the plat.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302 (8)(b)(3)]**

Legal and physical access to the proposed lots is provided from South Frontage Road. There is an internal access road for the lots within the subdivision. Legal and physical access is available to lots within the subdivision.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Willowbrook Subdivision, Amended Lot 4A does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation Plan or Billings Area Bikeways and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

Staff recommends conditional approval of the preliminary plat of Willowbrook Subdivision, Amended Lot 4A to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, May 11, 2020

---

William A. Cole, Mayor

pc. IMEG / Kolten Knatterud

PRELIMINARY PLAT OF  
**LOT 4A OF THE AMENDED PLAT OF LOTS 1 AND 4,  
BLOCK 1, WILLOWBROOK SUBDIVISION 2ND FILING**

LOCATED IN THE NW1/4 OF SECTION 16, T.1S., R.26E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

**SURVEY COMMISSIONED BY:** GRIFFIN AUTOMOTIVE ENTERPRISES, INC.

**PREPARED BY:** TERRITORIAL-LANDWORKS, INC.

**DATE:** JANUARY - MARCH 2020

**RECORD OWNER:** GRIFFIN AUTOMOTIVE ENTERPRISES, INC.

**PURPOSE OF SURVEY**

THE PURPOSE OF THIS SURVEY IS FOR A MINOR SUBDIVISION.

**LEGAL DESCRIPTION**

LOT 4A OF THE AMENDED PLAT OF LOTS 1 AND 4 OF BLOCK 1 OF WILLOWBROOK SUBDIVISION, DOCUMENT NUMBER 3907755, RECORDS OF YELLOWSTONE COUNTY, BEING LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 26 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA;

CONTAINING A TOTAL OF 25.21 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE ATTACHED PRELIMINARY PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS. MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR DATE  
MONTANA LICENSE NO. 13748LS



**SITE DATA**

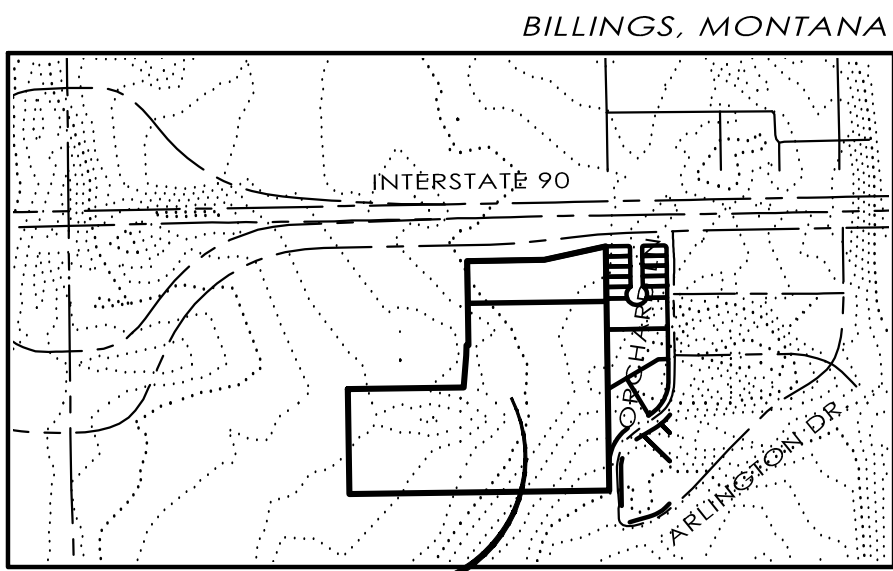
NUMBER OF LOTS	2
MAXIMUM LOT AREA	21.74 AC
MINIMUM LOT AREA	3.47 AC
AREA OF PARKLAND	N/A
LINEAR FEET OF STREETS	N/A
NET ACREAGE	25.21 AC
GROSS ACREAGE	25.21 AC
EXISTING ZONING	P.U.D.
PROPOSED ZONING	N/A
EXISTING LAND USE	IMPROVED-URBAN
PROPOSED LAND USE	IMPROVED-URBAN

**SURVEYOR'S NOTE**

THERE SEEMS TO BE SOME AMBIGUITY AS TO THE LOCATION OF THE RECIPROCAL ACCESS EASEMENTS SHOWN HEREON. WILLOWBROOK SUBDIVISION DEPICTS SPECIFIC LOCATIONS FOR THESE RECIPROCAL ACCESS EASEMENTS AS PER DOCUMENT NUMBER 3178167. THE GRANT LANGUAGE WITHIN SAID DOCUMENT DESCRIBES "RECIPROCAL EASEMENTS, ACROSS, UNDER AND THROUGH... LOTS 1 THROUGH 5, WILLOWBROOK SUBDIVISION..."; IF THIS DOCUMENT WERE TO BE REVIEWED AS A STAND-ALONE GRANT INSTRUMENT, THE EASEMENT LOCATION COULD BE INTERPRETED AS BLANKET IN NATURE ACROSS THE ENTIRETY OF LOTS 1-5 OF WILLOWBROOK SUBDIVISION. THIS SURVEY GRAPHICALLY DEPICTS EASEMENT LOCATIONS SHOWN ON WILLOWBROOK SUBDIVISION, BUT DOES NOT PURPORT TO RESOLVE THE DISCREPANCY WITH THE LOCATION DESCRIBED IN THE GRANT INSTRUMENT.

PREPARED BY: TERRITORIAL-LANDWORKS, INC.  
CIVIL ENGINEERING • SURVEYING • LAND USE CONSULTING  
www.TerritorialLandworks.com

Phone: 406/721-0142 Fax: 406/721-9224  
PO Box 3851 Missoula, MT 59806



**VICINITY MAP**  
NOT TO SCALE

0 100 200  
SCALE IN FEET

**BASIS OF BEARING**  
AMENDED PLAT 4A OF WILLOWBROOK SUBDIVISION

1/4	SEC.	T.	R.
<input checked="" type="checkbox"/>	16	1S.	26E.

**SUBDIVISION IMPROVEMENTS  
AGREEMENT & WAIVER OF RIGHT TO  
PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS**

**Lot 4A of the Amended Plat of Lots 1 and 4, Block 1,  
Willowbrook Subdivision 2<sup>nd</sup> Filing**

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**SUBDIVISION IMPROVEMENTS AGREEMENT &  
WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL  
IMPROVEMENT DISTRICTS**

***Lot 4A of the Amended Plat of Lots 1 and 4, Block 1, Willowbrook  
Subdivision 2<sup>nd</sup> Filing***

**This agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *Griffin Automotive Enterprises, Inc.*, whose address for the purpose of this agreement is **PO Box 2137, Billings, MT 59103**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the plat of *Lot 4A of the Amended Plat of Lots 1 and 4, Block 1, Willowbrook Subdivision 2<sup>nd</sup> Filing*, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council conditionally approved a preliminary plat of *Lot 4A of the Amended Plat of Lots 1 and 4, Block 1, Willowbrook Subdivision 2<sup>nd</sup> Filing* and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to *Lot 4A of the Amended Plat of Lots 1 and 4, Block 1, Willowbrook Subdivision 2<sup>nd</sup> Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

- No variances have been requested with this Subdivision.

## **II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

- A.** The owner of Lot 4A-1 will be required to construct a multi-use trail/path along the frontage of Lot 4A-1 prior to a building permit being issued.
- B.** The owner of Lot 4A-1 will be required to construct the segment of curb, gutter and road widening that fronts their property, if required by the Montana Department of Transportation, prior to a building permit being issued.
- C.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- D.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- E.** There are no irrigation ditches around the proposed subdivision.
- F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to before and during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### **III. TRANSPORTATION**

#### **A. Streets**

- There are no proposed streets within this subdivision.
- The South Frontage Road is an existing street located adjacent to the north side of this property. This is a 45' paved road within a State of Montana 349' right-of-way.
- There is an existing approximately 30' wide asphalt access road across the western side of Lot 4A-1, to the northwestern corner of Lot 4A-2. It is located within a Reciprocal Access Easement.

#### **B. Sidewalks**

- There currently are no existing or proposed sidewalk on or adjacent to the subdivision. Sidewalks are included in the project's waiver of right to protest future improvements.

#### **C. Street Lighting**

- There is no existing street lighting on the property to be subdivided.
- No street lighting is proposed as no streets are proposed. Street lighting along the South Frontage Road has been included in the waiver of right to protest.

#### **D. Traffic Control Devices**

- No traffic control devices are proposed as no streets are proposed.
- There is an existing stop sign at the intersection of the existing access road and Frontage Road.

#### **E. Access**

- Access for the two lots is proposed off of the existing approximately 30' wide asphalt access road. This will provide direct access for the two lots onto the South Frontage Road.

#### **F. Billings Area Bikeway and Trail Master Plan (BABTMP)**

- The owner of Lot 4A-1 will be required to construct a multi-use trail/path along the frontage of Lot 4A-1 prior to a building permit being issued.

#### **G. Public Transit**

- There currently is no public transit in the area of this proposed subdivision.

### **IV. EMERGENCY SERVICE**

- Emergency access to the two lots is proposed to be by the existing approximately 30' wide asphalt access road.
- There is an existing fire hydrant located along the South Frontage Road to the northwest of this property as well as adjacent to the east side of this property.
- Urban Wildland Interface Code requirements have not been proposed as the property is not located in a highly wooded area.

## **V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division.

- The storm drainage on the property will continue to operate as it has historically.
- There are no proposed improvements to the existing storm drainage system as there is no proposed development on these lots.

## **VI. UTILITIES**

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater construction fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

It is acknowledged that City water and sewer services will need to be developed to the boundary of Lot 4A-1, at the time a building permit is issued for this property.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

### **A. Water**

- At this time, it is unknown what water service requirements there will be as it is unknown what development will take place on Lot 4A-1. This will be required and proposed in accordance with the City of Billings requirements at the time a building permit is issued for this property.

**B. Sanitary Sewer**

- At this time, it is unknown what sewer service requirements there will be as it is unknown what development will take place on Lot 4A-1. This will be required and proposed in accordance with the City of Billings requirements at the time a building permit is issued for this property.

**C. Power, Telephone, Gas, and Cable Television**

- There is an existing 10' wide utility easement that is proposed to provide power, telephone, gas, or cable television to the proposed lots.

**VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed Lot 4A of the Amended Plat of Lots 1 and 4, Block 1, Willowbrook Subdivision 2<sup>nd</sup> Filing, as this is a minor subdivision [MCA 76-3-617(3)(a)].

**VIII. IRRIGATION**

- There are no existing or proposed irrigation ditches on or adjacent to the subject property.

**IX. SOILS/GEOTECHNICAL STUDY**

- A geotechnical report that was previously completed on the property directly adjacent to the subject property has been included with this submittal. A new report will be provided at the time of any proposed development on these lots.
- Any results of the Geotech study, construction restrictions, and/or required mitigation efforts determined by the new report will be required for future development on these lots.

**X. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

**XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

*Griffin Automotive Enterprises, Inc.*

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA            )  
  : ss  
County of Yellowstone        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of *Griffin Automotive Enterprises, Inc.*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.



# WAIVER OF RIGHT TO PROTEST

## FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording date of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

*Lot 4A of the Amended Plat of Lots 1 and 4, Block 1, Willowbrook Subdivision 2nd Filing*

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*Griffin Automotive Enterprises, Inc.,*

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA            )  
  : ss  
County of Yellowstone        )

On this day of \_\_\_\_\_, 2020, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be Griffin Automotive Enterprises, Inc., the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_



Residing in Billings, Montana

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

DRAFT



# *CITY OF BILLINGS*

*WILLIAM A. COLE, MAYOR*

*P.O. BOX 1178  
BILLINGS, MONTANA 59103  
(406) 687-8296  
FAX (406) 657-8390*

---

May 11, 2020

Griffin Automotive Enterprises, Inc.  
P.O. Box 2137  
Billings, MT 59103

Dear Applicant:

On May 11, 2020, the Billings City Council conditionally approved the preliminary plat of Willowbrook Subdivision Amended Lot 4A, Block 1, subject to the following conditions of approval:

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

pc: IMEG, Kolten Knatterud

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Annexation 18-06 Ward Boundary Ordinance, 2nd Reading

**PRESENTED BY:** Monica Plecker

**Department:** Planning & Community Services

**Presentation:** No

---

**PROBLEM/ISSUE STATEMENT**

City election ward boundaries must be adjusted to conform to city limit amendments resulting from annexation of property into the City. The City Council approved the annexation of property owned by Doolen Family Trust, Robert and Karen Doolen Trustees, at its Council meeting on April 27, 2020. The subject property is Lot 32A, Block 1, of Amended Plat of Lot 32, Block 1, Yellowstone Meadows – Phase Two, totaling approximately 1.769 gross acres and .958 net acres more or less.

This annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading of the ordinance and public hearing was held on April 27, 2020. This is the second and final reading.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the ordinance modifying the boundary of Ward IV, or;
- Not approve the ordinance. Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

**FINANCIAL IMPACT**

There is no budget/financial impact from this action.

**RECOMMENDATION**

Staff recommends the City Council pass the ordinance on second reading.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Ward Ordinance

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**ORDINANCE NO. 20-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

Tracts of land situated in the NW 1/4 and the NE 1/4 of Section 31, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as: Yellowstone Meadows – Phase Two, Lot 32A, Block 1, of Amended Plat of Lot 32, Block 1, Yellowstone Meadows – Phase Two, Recorded September 27, 2017, under Document No. 3828554, on file and of record in the Records of Yellowstone County;

Including all adjacent Right-Of-Way of Sweetgrass Creek Drive and other dedicated Right-Of-Way per said Amended Plat of Lot 32, Block 1, Yellowstone Meadows – Phase Two;

Including all adjacent Right-Of-Way and “Planting Area 1” of and along 58<sup>th</sup> Street West as depicted with Yellowstone Meadows – Phase Two, Recorded June 27, 1973, under Document No. 937803, on file and of record in the Records of Yellowstone County.

Containing 1.769 gross acres and 0.958 acres more or less.

(# 18-06) See Exhibit “A” Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify

the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 27<sup>th</sup> day of April, 2020.

PASSED by the City Council on the second reading this 11<sup>th</sup> day of May, 2020.

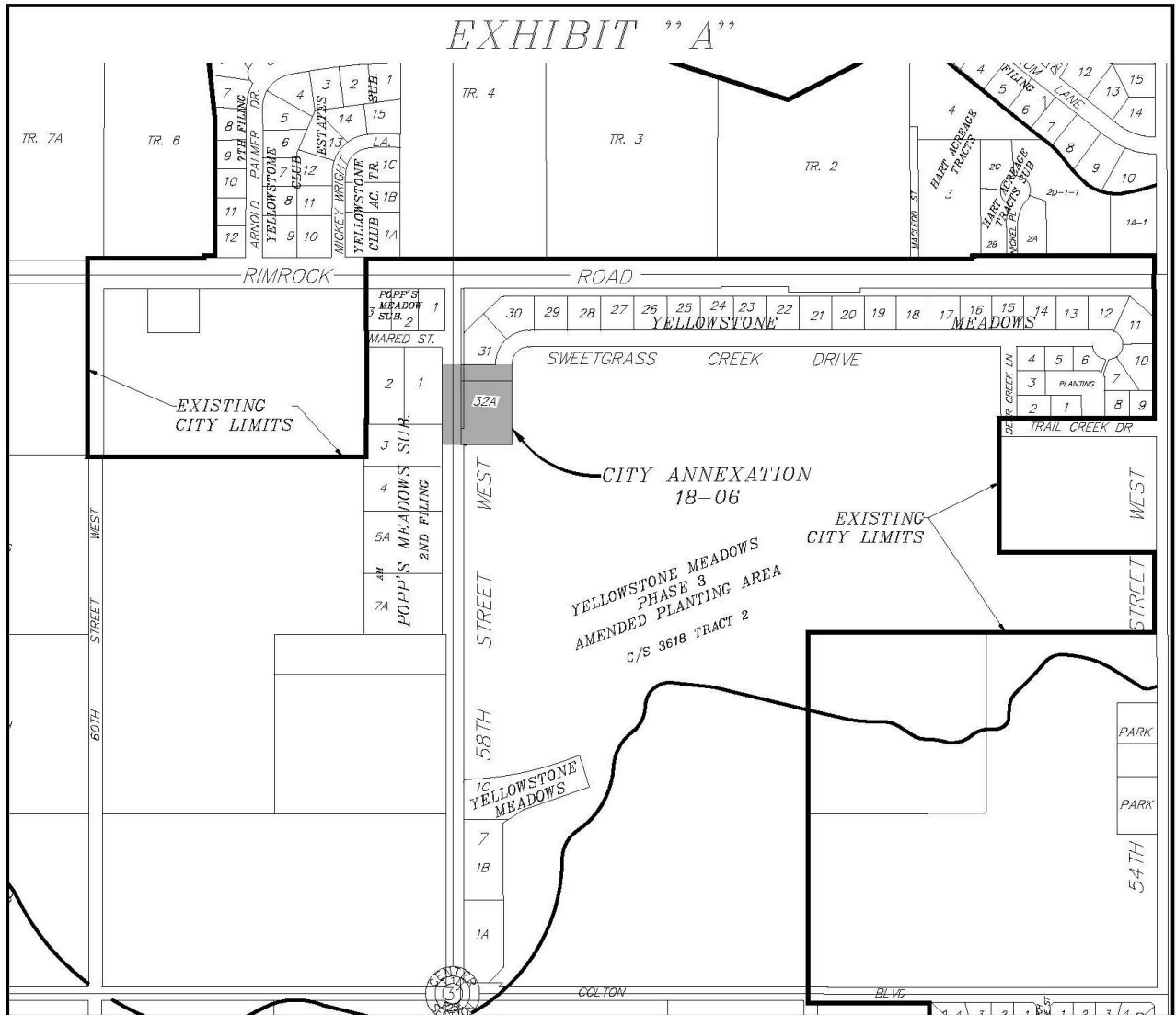
THE CITY OF BILLINGS:

\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(AN 18-06)



**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Authorizing the Issuance and Calling for a Negotiated Sale for 2020 Pooled Special Improvement Bonds

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** Finance

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City needs to sell bonds to finance Special Improvement Districts 1408, 1410, and 1413. Special Improvement District 1408 will construct street, storm drain, curb and gutter and sidewalk improvements for Radford Square and a portion of Shawnee Drive. Special Improvement District 1410 will construct streetlights and park improvements serving Annafeld Subdivision 2nd filing. Special Improvement District 1413 will construct street, curb and gutter, water, sanitary sewer and storm drain improvements to Winged Foot Road and Greenbriar Road.

**ALTERNATIVES ANALYZED**

Upon approval of this resolution, the City can proceed with the sale of the bonds.

City Council may:

- Approve, or;
- Disapprove and find another funding source

**FINANCIAL IMPACT**

The full impact will be determined after the bond sale, as the interest rate will be determined during negotiations. Staff recommends that the City Council approve the attached resolution that authorizes a \$1,516,000 negotiated bond sale for the indicated projects.

**RECOMMENDATION**

Staff recommends approval of the resolution authorizing the issuance and calling for a negotiated sale for 2020 Pooled Special Improvement Bonds.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

resolution

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## CERTIFICATE AS TO RESOLUTION AND 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 UP TO \$1,516,000 POOLED SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL IMPROVEMENT DISTRICT NOS. 1408, 1410 AND 1413); AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF AND AUTHORIZING THE PLEDGE OF THE REVOLVING FUND TO THE SECURITY THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on May 11, 2020, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: \_\_\_\_\_; voted against the same: \_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this 11th day of May, 2020.

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



RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO UP TO \$1,516,000 POOLED  
SPECIAL IMPROVEMENT DISTRICT BONDS (SPECIAL  
IMPROVEMENT DISTRICT NOS. 1408, 1410 AND 1413);  
AUTHORIZING THE ISSUANCE AND PRIVATE  
NEGOTIATED SALE THEREOF AND AUTHORIZING THE  
PLEDGE OF THE REVOLVING FUND TO THE SECURITY  
THEREOF

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Recitals.

1.01. Prior Acts. This Council has duly and validly created and established in the City under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), special improvement districts, designated as Special Improvement District No. 1408 ("District No. 1408"), Special Improvement District No. 1410 ("District No. 1410"), and Special Improvement District No. 1413 ("District No. 1413" and, collectively with District No. 1408 and District No. 1410, the "Districts"), for the purpose of financing costs of certain public improvements of special benefit to the properties within the Districts (the "Improvements") and paying costs incidental thereto (the "Incidental Costs"), including costs associated with the sale and the security of special improvement district bonds of the City drawn on the Districts, the creation of the Districts and the funding of deposits to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

1.02. Proposed Bond Issue. The City proposes to issue special improvement district bonds of the City drawn against the Districts in the maximum estimated principal amount of \$1,516,000 to pay a portion of the costs of the Improvements and Incidental Costs (the "Bonds"). The Bonds are to be payable primarily from special assessments to be levied against property within the Districts, which property will be specially benefited by the Improvements. Assessments will be levied against the property within the Districts in an amount not less than the principal amount of the Bonds to be issued.

The costs of the Improvements and Incidental Costs are currently estimated as follows:

	<u>District No. 1408</u>	<u>District No. 1410</u>	<u>District No. 1413</u>
Construction	1,104,006.31	421,000.00	943,206.66
Engineering	83,039.03	77,300.00	201,498.12
<b>Total Project Costs</b>	<b>1,187,045.34</b>	<b>498,300.00</b>	<b>1,144,704.78</b>
Less City Contribution	(422,617.24)	-	(243,212.23)
Less Developer Contribution	-	-	(774,570.65)
<b>Total Project Costs to be Assessed</b>	<b>764,428.10</b>	<b>498,300.00</b>	<b>126,921.90</b>
Finance Fee	1,200.00	1,200.00	1,200.00
Revolving Fund 5%	41,655.49	27,176.24	6,968.27
Bond Discount 2%	16,662.20	10,870.49	2,787.31

Issuance Costs	8,792.00	5,736.00	1,472.00
Rounding	372.00	242.00	16.00
<b>Bond Amount</b>	<b>833,109.79</b>	<b>543,524.73</b>	<b>139,365.48</b>

1.03. Pooling. The City is authorized pursuant to Montana Code Annotated, Section 7-12-4193, to issue and sell special improvement district bonds of more than one district in a single offering on a pooled basis upon a determination that such pooling is in the best interests of the Projects and the City and will facilitate the sale of the bonds under more advantageous terms or with lower interest rates.

## Section 2. Sale and Term of Bonds.

2.01. Principal Amount. Pursuant to Sections 7-12-4204 and 17-5-107, Montana Code Annotated, this Council hereby determines that it is in the best interests of the Projects and the City to sell the Bonds in a single offering on a pooled basis, at a private negotiated sale at a price not less than 97% of the principal amount thereof, including interest thereon to the date of delivery. The City Finance Director is authorized to select a purchaser (the "Purchaser") for the Bonds and to negotiate the sale thereof, subject to Section 2.02.

<u>District</u>	<u>Principal Amount</u>
District No. 1408	\$833,109.79
District No. 1410	\$543,524.73
District No. 1413	\$139,365.48

2.02. Pricing and Terms. The Bonds shall be sold to the Purchaser on the terms and at a purchase price subject to the following limitations and conditions: (1) the aggregate principal amount of the Bonds shall not exceed \$1,516,000; (2) the interest on the Bonds shall not exceed 5.0%; (3) the purchase price of the Bonds shall not be less than 100% of the principal amount thereof; (4) the term of the Bonds shall not exceed 15 years; (5) the Bonds shall be payable from special assessments to be levied against property in the District; and (6) the Bonds shall be callable from the prepayment of special assessments.

All costs of issuing the Bonds (including, without limitation, the fees and expenses of Dorsey & Whitney LLP, the City's Bond Counsel and the fees of the Paying Agent and Registrar) shall be paid by the City as part of the financing from proceeds of the Bonds or other available sources.

2.03. Bond Purchase Agreement. The City Administrator and City Finance Director, in consultation with Springsted Incorporated, are hereby authorized and directed to approve the final principal amount of the Bonds, dated date, the amount of the serial maturities, interest rates and redemption provisions of the Bonds, subject to the limitations contained in Section 2.02 and the Act. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized and directed to approve, execute and deliver to the Purchaser a bond purchase agreement (the "Bond Purchase Agreement"), containing the agreement of the City to sell, and the agreement of the Purchaser to purchase, the Bonds on the terms so approved, and containing such other provisions as such persons shall deem necessary and appropriate. In the event of the

absence or disability of the City Administrator and City Finance Director, the Mayor or Chair of this Council make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by such persons of the Bond Purchase Agreement shall be conclusive as to the approval of such persons of the terms of the Bonds and the agreement of the City to sell the Bonds on such terms in accordance with the provisions thereof.

The form of the Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council.

Section 3. Pledge of Revolving Fund. In the Resolutions of Intention To Create the Districts, adopted on February 24, 2020, January 27, 2020, and February 24, 2020, respectively, this Council found it to be in the public interest, and in the best interest of the City and the Projects, to secure payment of principal of and interest on the Bonds by the Revolving Fund and authorized the City to enter into the undertakings and agreements authorized in the Act in respect of the Bonds, based on the factors required to be considered under Section 7-12-4225(4) of the Act. Those findings and determinations were ratified and confirmed in the resolutions creating the Districts adopted by this Council on March 23, 2020, February 24, 2020, and March 23, 2020, respectively, and are hereby ratified and confirmed. It is hereby covenanted and recited that the City has the power under the Act to pledge the Revolving Fund to payment of the principal of and interest on the Bonds.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 11th day of May, 2020.

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William A. Cole, Mayor

Attest: \_\_\_\_\_  
Denise R. Bohlman, City Clerk

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Payment of Claims for the week of April 6, 2020

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** Finance

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,949,212.73 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

City Check 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. 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.

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 ANALYZED**

- No other alternative were analyzed

**FINANCIAL IMPACT**

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.

## **RECOMMENDATION**

Staff recommends Council approve the Payment of Claims.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Councilmemo wk of 04062020

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Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	832234	Ace Electric Inc	Water	\$ 321,750.00	Voelker Pump Station Improvements and Staples Generator; Pmt 4
04/06/2020	832236	Advanced Traffic Prod	Street/Traffic	\$ 1,008.00	12" red arrows
04/06/2020	832236	Advanced Traffic Prod	Street/Traffic	\$ 1,088.00	12" yellow arrow
04/06/2020	832236	Advanced Traffic Prod	Street/Traffic	\$ 1,008.00	12" yellow ball
04/06/2020	832244	Armcor Cartridge Inc	Public Safety	\$ 2,290.00	Armcor Invoice 11228, 9mm and 12 gauge
04/06/2020	832244	Armcor Cartridge Inc	Public Safety	\$ 6,158.00	Armcor Invoice 15865, 223, 9mm and 40 S&W ammo
04/06/2020	832255	Bruco Inc	Airport	\$ 62.12	Invoice #389488-1. Floor Pads
04/06/2020	832255	Bruco Inc	Airport	\$ 27.91	Invoice #389738. Bulk Chemical/Jug for Disinfectant
04/06/2020	832255	Bruco Inc	Airport	\$ 100.80	Invoice #389776. KaiBosh Disinfectant
04/06/2020	832255	Bruco Inc	General	\$ 334.61	hand sanitizer and tissue
04/06/2020	832255	Bruco Inc	Street/Traffic	\$ 91.44	inv#389414 foaming disinfectant cleaner
04/06/2020	832255	Bruco Inc	Wastewater	\$ 4,976.57	389312; JANITORIAL SUPPLIES
04/06/2020	832255	Bruco Inc	Wastewater	\$ 169.17	389327; JANITORIAL SUPPLIES
04/06/2020	832255	Bruco Inc	Wastewater	\$ 135.17	389516; JANITORIAL SUPPLIES
04/06/2020	832257	Business Tax Section	Transit	\$ 244.27	Install 25 foot powered lift gate
04/06/2020	832257	Business Tax Section	Water	\$ 3,250.00	Voelker Pump Station Improvements and Staples Generator; Pmt 4
04/06/2020	832257	Business Tax Section	Water	\$ 140.50	Water Service Repair List 10-18-19; 221871
04/06/2020	832257	Business Tax Section	Water	\$ 1,799.10	WO 19-47 Centennial Park Irrigation Pump; Pmt 3
04/06/2020	832262	Century Link	Airport	\$ 103.32	406-252-9412 Airport
04/06/2020	832262	Century Link	EOC 911	\$ 0.25	406-255-9702 E911 Backup Line 4 Call Reroute
04/06/2020	832262	Century Link	General	\$ -	406-652-0269 Cemetery FAX Line
04/06/2020	832262	Century Link	General	\$ -	406-652-5507 Parks
04/06/2020	832262	Century Link	General	\$ -	406-652-8403 Stewart Park Batting Cages
04/06/2020	832262	Century Link	General	\$ 41.28	406-657-3014 Parks 3890 Stillwater
04/06/2020	832262	Century Link	Parking	\$ 41.28	406-657-3054 Park 1 Elevator Phone
04/06/2020	832262	Century Link	Phone System	\$ 106.25	406-247-8641 PRPL -Fax and 406-657-3052 Senior center fax
04/06/2020	832262	Century Link	Phone System	\$ 90.86	406-252-3774 BOC Measured Lines 406-252-3789
04/06/2020	832262	Century Link	Phone System	\$ 124.14	406-657-3009 PUD Measured Lines 406-247-8579
04/06/2020	832262	Century Link	Phone System	\$ 2,900.00	406-657-8377 Main System Centrex
04/06/2020	832262	Century Link	Phone System	\$ 42.45	406-657-8419 MET Fax and 406-247-8520 Kenco Fax
04/06/2020	832262	Century Link	Public Safety	\$ 51.66	406-655-0728 Fire Maintenance Shop
04/06/2020	832262	Century Link	Street/Traffic	\$ 42.45	406-652-8104 PW Traffic Signal 24 Central
04/06/2020	832262	Century Link	Transit	\$ 53.13	406-254-7038 MET Transit
04/06/2020	832271	Cop Construction Co	Water	\$ 178,111.45	WO 19-47 Centennial Park Irrigation Pump; Pmt 3
04/06/2020	832274	Currie	Tax Increment E	\$ 36,000.00	Demolition Reimbursement
04/06/2020	832280	Davidson	General	\$ 3,153.75	03.12.20 Tuition Reimbursement Vicki Davidson
04/06/2020	832282	Denny Menholt Frontier	Wastewater	\$ 16,772.89	2- one ton 4wd extended cab w/service bodies
04/06/2020	832282	Denny Menholt Frontier	Wastewater	\$ 20,966.11	2- one ton 4wd extended cab w/service bodies
04/06/2020	832282	Denny Menholt Frontier	Water	\$ 25,159.34	2- one ton 4wd extended cab w/service bodies
04/06/2020	832282	Denny Menholt Frontier	Water	\$ 20,966.12	2- one ton 4wd extended cab w/service bodies

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	832282	Denny Menholt Frontier	Water	\$ 141.93	NONSTOCKING ITEMS-P.U.D.
04/06/2020	832283	Desert Mt Corporation	Street/Traffic	\$ 4,330.89	inv#19-74085 ice slicer used to melt snow in streets
04/06/2020	832284	Dixie Petro-Chem	Water	\$ 5,628.00	BULK CHLORINE
04/06/2020	832294	Energy Laboratories Inc	Wastewater	\$ 385.00	302765; SAMPLE ANALYSIS
04/06/2020	832294	Energy Laboratories Inc	Wastewater	\$ 167.00	303777; SAMPLE ANALYSIS
04/06/2020	832294	Energy Laboratories Inc	Wastewater	\$ 1,231.00	304226; SAMPLE TESTING
04/06/2020	832294	Energy Laboratories Inc	Wastewater	\$ 1,064.00	304229; SAMPLE TESTING
04/06/2020	832298	First American Title	CDBG	\$ 10,000.00	FTHB Erik Groblebe 1219 Eldorado Drive
04/06/2020	832299	First Montana Title Co	CDBG	\$ 15,000.00	FTHB John Kane 1215 Concord Drive
04/06/2020	832302	Gated Solutions	Transit	\$ 24,182.73	25 foot powered lift gate
04/06/2020	832309	Guardian Security Inc	Library	\$ 9,662.51	537
04/06/2020	832315	HDR, Inc.	Solid Waste	\$ 13,278.08	WO 20-07 Solid Waste CNG Station Expansion; 1200255741 Pmt 1
04/06/2020	832315	HDR, Inc.	Wastewater	\$ 125,436.52	WO 14-11 WWTP Nutrient Upgrade Expansion & Improvements
04/06/2020	832315	HDR, Inc.	Water	\$ 16,285.54	WO 18-23 Water Master Plan Update; 1200255229 Pmt 14
04/06/2020	832323	Integrated Info Solutions	IT Resources	\$ 4,920.00	One year maintenance on IBM 9406-520 sn/7054D
04/06/2020	832326	Jacobs Eng Group	Gas Tax	\$ 1,031.65	Asset Management Program Project; F9Z09300
04/06/2020	832326	Jacobs Eng Group	Light Maint	\$ 1,031.65	Asset Management Program Project; F9Z09300
04/06/2020	832326	Jacobs Eng Group	Storm Sewer	\$ 2,063.30	Asset Management Program Project; F9Z09300
04/06/2020	832326	Jacobs Eng Group	Street/Traffic	\$ 3,094.95	Asset Management Program Project; F9Z09300
04/06/2020	832326	Jacobs Eng Group	Wastewater	\$ 6,705.72	Asset Management Program Project; F9Z09300
04/06/2020	832326	Jacobs Eng Group	Water	\$ 6,705.72	Asset Management Program Project; F9Z09300
04/06/2020	832330	JC Billion Inc	Capital Replace	\$ 87,612.00	2- 2020 Mid-Size Sedans
04/06/2020	832330	JC Billion Inc	Water	\$ 21,903.00	New 2020 mid-size sedan 4dr
04/06/2020	832339	Kadrmass Lee & Jackson	Arterial Streets	\$ 12,823.50	WO 20-15 Wicks Lane Improvements Project; 10134803 pMT 3
04/06/2020	832339	Kadrmass Lee & Jackson	Water	\$ 9,371.50	WO 19-01 South Side Triangle Water Main Replacement
04/06/2020	832347	L N Curtis and Sons	Public Safety	\$ 47,800.00	HURST DRAULIC COMBI TOOL
04/06/2020	832347	L N Curtis and Sons	Public Safety	\$ -	Plastix Plus Horizontal mounting bracket
04/06/2020	832366	Montana Dakota Utilities	Facilities	\$ 434.07	130 733 1000 8
04/06/2020	832366	Montana Dakota Utilities	Facilities	\$ 2,458.93	757 633 1000 2
04/06/2020	832366	Montana Dakota Utilities	Facilities	\$ 3,236.59	989 733 1000 0
04/06/2020	832366	Montana Dakota Utilities	Facilities	\$ 541.90	993 733 1000 4
04/06/2020	832366	Montana Dakota Utilities	General	\$ 31.30	061 943 1000 6
04/06/2020	832366	Montana Dakota Utilities	General	\$ 66.00	371 101 1000 6
04/06/2020	832366	Montana Dakota Utilities	General	\$ 269.03	571 295 3342 8
04/06/2020	832366	Montana Dakota Utilities	General	\$ 95.55	927 890 1000 3
04/06/2020	832366	Montana Dakota Utilities	Public Safety	\$ 350.91	442 190 1000 4
04/06/2020	832366	Montana Dakota Utilities	Solid Waste	\$ 1,274.89	770 390 1000 2
04/06/2020	832366	Montana Dakota Utilities	Wastewater	\$ 196.50	310 490 1000 7
04/06/2020	832366	Montana Dakota Utilities	Wastewater	\$ 160.10	410 490 1000 6
04/06/2020	832366	Montana Dakota Utilities	Wastewater	\$ 60.31	868 563 1000 7

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 172.15	010 490 1000 0
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 49.59	110 490 1000 9
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 188.58	209 077 5055 6
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 214.31	210 490 1000 8
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 589.47	310 490 1000 7
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 480.30	410 490 1000 6
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 3,399.68	500 490 1000 7
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 78.05	510 490 1000 5
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 104.31	527 033 1000 4
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 59.98	566 923 1000 8
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 42.30	600 490 1000 6
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 42.31	600 490 1000 6
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 16.20	610 490 1000 4
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 51.23	666 923 1000 7
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 277.24	700 490 1000 5
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 72.90	800 490 1000 4
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 98.84	832 001 1000 1
04/06/2020	832366	Montana Dakota Utilities	Water	\$ 459.82	900 490 1000 3
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 56,555.57	AIP 60 Terminal Building Expansion-Final Design Phase-Local Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 324,033.70	AIP 60 Terminal Building Expansion-Final Design Phase-Federal Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 36,865.59	AIP-62 Terminal Expansion Project Engineering-CA-Federal Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 4,096.18	AIP-62 Terminal Expansion Project Engineering-CA-Local Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 3,465.31	AIP-62 Terminal Expansion Project Engineering-CA-Note Eligible
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 2,684.46	Land Acquisition-COS 2037 Tracts 9 ,1 and 12-Federal Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 298.27	Land Acquisition-COS 2037 Tracts 9 ,1 and 12-Local Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 5,432.20	Reconstruct Commercial Aircraft Concrete Ramps-CA-Federal Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 603.58	Reconstruct Commercial Aircraft Concrete Ramps-CA-Local Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 1,095.22	Reconstruct Commercial Aircraft Concrete Ramps-Design-Local Share
04/06/2020	832368	Morrison Maierle Inc	Airport	\$ 9,856.94	Reconstruction of Commercial Aircraft Concrete Ramps-Federal Share
04/06/2020	832369	Mosaic Threads	General	\$ 3,328.00	Invoice 24875
04/06/2020	832370	Moulton Bellingham PC	General	\$ 5,857.75	Inv. #134819 Houser WWFF
04/06/2020	832370	Moulton Bellingham PC	General	\$ 3,821.00	Inv. #134820 Abromeit el al v. COB
04/06/2020	832370	Moulton Bellingham PC	General	\$ 73.50	Inv. #134821 County Water District Dispute
04/06/2020	832370	Moulton Bellingham PC	General	\$ 2,944.00	Inv. #134822 MdDaniel v. COB WWFF
04/06/2020	832377	Northern Hotel	P.W. Admin	\$ 3,714.85	Cancelation fee for Asset Management Training
04/06/2020	832379	Northwest Pipe Fittings	Water	\$ 12,750.00	WO 20-35 Rims Waterline Replacement; 7279788 Pmt 1
04/06/2020	832381	NorthWestern Energy	Facilities	\$ 6,612.24	0100507-3
04/06/2020	832381	NorthWestern Energy	Facilities	\$ 61.64	3602453-7
04/06/2020	832381	NorthWestern Energy	Facilities	\$ 1,224.83	3602454-5
04/06/2020	832381	NorthWestern Energy	General	\$ 105.69	0712539-6



Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	832381	NorthWestern Energy	General	\$ 101.45	0712683-2
04/06/2020	832381	NorthWestern Energy	General	\$ 5.89	0831702-6
04/06/2020	832381	NorthWestern Energy	General	\$ 106.32	1160780-1
04/06/2020	832381	NorthWestern Energy	General	\$ 8.65	1635289-0
04/06/2020	832381	NorthWestern Energy	General	\$ 5.90	3020837-5
04/06/2020	832381	NorthWestern Energy	Library	\$ 7,874.18	3039007-4 Library March 2020 charges
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,071.81	SILMD 10 Acct# 0712546-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,939.28	SILMD 100 Acct# 0712559-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,625.99	SILMD 107 Acct# 0712560-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 4,077.88	SILMD 109 Acct# 0712561-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 197.22	SILMD 113 Acct# 0712562-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 877.51	SILMD 114 Acct# 0712563-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 206.47	SILMD 115 Acct# 0712564-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 541.98	SILMD 116 Acct# 0712565-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,950.17	SILMD 117 Acct# 0712566-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 189.80	SILMD 118 Acct# 0712567-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 115.68	SILMD 119 Acct# 0712568-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,322.86	SILMD 121 Acct# 0712570-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 174.31	SILMD 122 Acct# 0712571-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 309.71	SILMD 123 Acct# 0712572-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 903.33	SILMD 124 Acct# 0712573-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 361.33	SILMD 125 Acct# 0712574-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 180.66	SILMD 126 Acct# 0712575-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 653.69	SILMD 127 Acct# 0712576-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 457.56	SILMD 128 Acct# 0712577-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 309.71	SILMD 129 Acct# 0712578-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 4,513.03	SILMD 13 Acct# 0721276-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 110.80	SILMD 130 Acct# 0712579-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 800.07	SILMD 131 Acct# 0712580-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 205.78	SILMD 133 Acct# 0712581-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 474.87	SILMD 134 Acct# 0712582-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 479.36	SILMD 135 Acct# 0712583-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 438.76	SILMD 136 Acct# 0712584-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 348.29	SILMD 137 Acct# 0712585-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 696.86	SILMD 138 Acct# 0712586-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 232.30	SILMD 139 Acct# 0712587-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,203.38	SILMD 14 Acct# 0721277-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 541.98	SILMD 143 Acct# 0712588-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 25.78	SILMD 144 Acct# 0712589-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 435.80	SILMD 145 Acct# 0712590-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 335.52	SILMD 146 Acct# 0712591-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 408.47	SILMD 147 Acct# 0712592-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,498.97	SILMD 149 Acct# 0712593-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 697.26	SILMD 150 Acct# 0712594-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 593.60	SILMD 151 Acct# 0712595-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 4,006.19	SILMD 152 Acct# 0712596-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 501.14	SILMD 153 Acct# 0712597-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,133.06	SILMD 154 Acct# 0712598-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 464.57	SILMD 155 Acct# 0712599-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 849.79	SILMD 157 Acct# 0712600-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 748.46	SILMD 158 Acct# 0712601-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 903.86	SILMD 159 Acct# 0712602-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 671.03	SILMD 160 Acct# 0712603-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 980.51	SILMD 161 Acct# 0712604-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 44.16	SILMD 162 Acct# 0712605-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 739.41	SILMD 163 Acct# 0712606-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 348.63	SILMD 164 Acct# 0712607-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 825.90	SILMD 165 Acct# 0712608-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 217.90	SILMD 167 Acct# 0712609-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,073.93	SILMD 17 Acct# 0712553-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 522.94	SILMD 171 Acct# 0712610-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 474.89	SILMD 172 Acct# 0712611-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,089.46	SILMD 173 Acct# 0712612-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 915.15	SILMD 174 Acct# 0712613-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 305.05	SILMD 175 Acct# 0712614-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 31.55	SILMD 176 Acct# 0712615-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 239.68	SILMD 178 Acct# 0712616-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 479.36	SILMD 179 Acct# 0712617-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 96.48	SILMD 18 Acct# 0712554-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 326.85	SILMD 180 Acct# 0712618-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,574.37	SILMD 181 Acct# 0712619-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 544.74	SILMD 182 Acct# 0712620-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,089.48	SILMD 183 Acct# 0712621-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 348.63	SILMD 184 Acct# 0712622-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 130.74	SILMD 185 Acct# 0712623-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 666.90	SILMD 186 Acct# 0712624-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 217.90	SILMD 187 Acct# 0712625-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 261.47	SILMD 188 Acct# 0712626-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 217.90	SILMD 189 Acct# 0712627-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,133.06	SILMD 190 Acct# 0712628-7

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04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 388.91	SILMD 191 Acct# 0712629-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 283.26	SILMD 192 Acct# 0712630-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 697.26	SILMD 193 Acct# 0712631-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 292.49	SILMD 194 Acct# 0712632-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 234.01	SILMD 195 Acct# 0712633-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 74.62	SILMD 196 Acct# 0712634-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 74.62	SILMD 197 Acct# 0712635-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 108.95	SILMD 198 Acct# 0712636-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 98.12	SILMD 200 Acct# 0712637-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 457.56	SILMD 201 Acct# 0712638-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 621.40	SILMD 202 Acct# 0712639-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 19.89	SILMD 203 Acct# 0712640-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 419.98	SILMD 204 Acct# 0712641-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 25.25	SILMD 205 Acct# 0712642-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 305.05	SILMD 206 Acct# 0712643-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 348.63	SILMD 207 Acct# 0712644-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 258.93	SILMD 208 Acct# 0712645-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 501.14	SILMD 209 Acct# 0712646-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 89.53	SILMD 210 Acct# 0712647-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 49.75	SILMD 211 Acct# 0712648-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 49.75	SILMD 212 Acct# 0712649-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 29.85	SILMD 213 Acct# 0712650-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 352.48	SILMD 214 Acct# 0712651-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 130.74	SILMD 216 Acct# 0712652-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 380.08	SILMD 217 Acct# 0712653-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 272.04	SILMD 220 Acct# 0712654-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 6.31	SILMD 221 Acct# 0712655-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 78.95	SILMD 222 Acct# 0712656-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 119.38	SILMD 223 Acct# 0712657-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,341.63	SILMD 224 Acct# 0712658-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 405.36	SILMD 225 Acct# 0712659-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 323.09	SILMD 226 Acct# 0712660-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 653.49	SILMD 227 Acct# 0712661-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 748.46	SILMD 228 Acct# 0712662-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 387.15	SILMD 229 Acct# 0712663-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 903.32	SILMD 230 Acct# 0712664-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 541.98	SILMD 231 Acct# 0712665-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,348.66	SILMD 232 Acct# 0712666-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 880.56	SILMD 233 Acct# 0712667-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 494.13	SILMD 234 Acct# 0712668-3

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04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 552.66	SILMD 235 Acct# 0712669-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 175.50	SILMD 236 Acct# 0712670-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 370.43	SILMD 237 Acct# 0712671-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 12.61	SILMD 238 Acct# 0712672-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 87.17	SILMD 239 Acct# 0712673-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 421.19	SILMD 240 Acct# 0712674-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 544.72	SILMD 241 Acct# 0712675-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 77.43	SILMD 242 Acct# 0712676-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 103.25	SILMD 244 Acct# 0712677-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 69.19	SILMD 245 Acct# 0712678-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 309.71	SILMD 246 Acct# 0712679-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 941.81	SILMD 247 Acct# 0712680-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,606.32	SILMD 248 Acct# 0712681-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,555.13	SILMD 249 Acct# 0718734-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 210.60	SILMD 250 Acct# 0719001-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 3,620.13	SILMD 251 Acct# 0718801-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 516.20	SILMD 252 Acct# 0719162-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,701.70	SILMD 253 Acct# 0719644-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 157.89	SILMD 254 Acct# 0719763-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 188.67	SILMD 255 Acct# 0720813-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 940.10	SILMD 257 Acct# 0720360-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,442.18	SILMD 258 Acct# 0720606-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,464.42	SILMD 259 Acct# 0720810-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 464.57	SILMD 261 Acct# 0720705-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,889.12	SILMD 262 Acct# 0720937-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,024.47	SILMD 263 Acct# 0720716-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 172.26	SILMD 264 Acct# 0721427-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 338.59	SILMD 265 Acct# 0721556-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 62.96	SILMD 266 Acct# 0721684-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 459.65	SILMD 270 Acct# 0906944-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 893.57	SILMD 271 Acct# 0995095-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 2,641.81	SILMD 272 Acct# 0905005-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 191.94	SILMD 273 Acct# 0926386-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 501.48	SILMD 276 Acct# 0961926-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 795.80	SILMD 277 Acct# 1058710-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 222.30	SILMD 278 Acct# 1087619-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 55.44	SILMD 279 Acct# 1124127-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 764.24	SILMD 280 Acct# 1045653-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 471.10	SILMD 283 Acct# 1172743-5
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 305.17	SILMD 285 Acct# 1206985-2

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04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 228.12	SILMD 286 Acct# 1296582-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,732.41	SILMD 288 Acct# 1303978-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 234.87	SILMD 289 Acct# 1685375-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 163.38	SILMD 290 Acct# 1433921-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 567.80	SILMD 292 Acct# 1481532-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 217.90	SILMD 293 Acct# 1481534-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 435.80	SILMD 294 Acct# 1481535-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 103.25	SILMD 295 Acct# 1481536-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,154.84	SILMD 296 Acct# 1481537-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 196.12	SILMD 297 Acct# 1481539-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 174.31	SILMD 298 Acct# 1481540-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 381.83	SILMD 300 Acct# 1662840-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 5,093.59	SILMD 301 Acct# 1687005-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 307.89	SILMD 302 Acct# 1607534-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,034.98	SILMD 305 Acct# 1695873-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 209.98	SILMD 306 Acct# 1740353-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 3,608.67	SILMD 307 Acct# 2049005-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 253.45	SILMD 308 Acct# 2072459-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 432.57	SILMD 309 Acct# 2001311-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 272.67	SILMD 310 Acct# 2060519-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 343.35	SILMD 311 Acct# 3014475-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 286.49	SILMD 312 Acct# 3146127-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 457.97	SILMD 315 Acct# 3305804-1
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,135.56	SILMD 316 Acct# 3291842-7
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 98.12	SILMD 317 Acct# 3253826-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 757.80	SILMD 318 Acct# 3372018-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 57.33	SILMD 320 Acct# 0712569-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 546.31	SILMD 321 Acct# 3338917-2
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 94.26	SILMD 322 Acct# 3402033-9
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 763.91	SILMD 323 Acct# 3597170-4
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 357.89	SILMD 324 Acct# 1246537-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 298.34	SILMD 325 Acct# 3587598-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 361.73	SILMD 8 Acct# 0712544-6
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 334.38	SILMD 9 Acct# 0712545-3
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 496.24	SILMD 95 Acct# 0712556-0
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 11,041.41	SILMD 97 Acct# 0712557-8
04/06/2020	832380	NorthWestern Energy	Light Maint	\$ 1,299.71	SILMD 99 Acct# 0712558-6
04/06/2020	832381	NorthWestern Energy	Parking	\$ 740.55	0720829-1
04/06/2020	832381	NorthWestern Energy	Parking	\$ 3,485.32	0720834-1
04/06/2020	832381	NorthWestern Energy	Parking	\$ 1,697.89	1569636-2

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04/06/2020	832381	NorthWestern Energy	Parking	\$ 1,218.96	1594282-4
04/06/2020	832381	NorthWestern Energy	Parking	\$ 2,427.64	3067416-2
04/06/2020	832381	NorthWestern Energy	Parking	\$ 529.13	3279035-4
04/06/2020	832381	NorthWestern Energy	Parking	\$ 155.30	3463478-2
04/06/2020	832381	NorthWestern Energy	Parks Maint	\$ 480.81	1059093-3
04/06/2020	832381	NorthWestern Energy	Public Safety	\$ 405.06	0100477-9: FIRE6 MONTHLY ELECTRICAL SERVICE
04/06/2020	832381	NorthWestern Energy	Public Safety	\$ 566.59	0712537-0
04/06/2020	832381	NorthWestern Energy	Public Safety	\$ 391.26	0720840-8
04/06/2020	832381	NorthWestern Energy	Public Safety	\$ 372.50	1984150-1
04/06/2020	832381	NorthWestern Energy	Public Safety	\$ 230.70	1984155-0
04/06/2020	832381	NorthWestern Energy	Public Safety	\$ 1,836.57	3448739-7
04/06/2020	832381	NorthWestern Energy	Transit	\$ 24.65	0712764-0
04/06/2020	832381	NorthWestern Energy	Transit	\$ 288.26	1784756-7
04/06/2020	832381	NorthWestern Energy	Wastewater	\$ 1,230.62	2132749-9
04/06/2020	832381	NorthWestern Energy	Water	\$ 1,079.92	0100478-7
04/06/2020	832381	NorthWestern Energy	Water	\$ 324.13	0722252-4
04/06/2020	832381	NorthWestern Energy	Water	\$ 161.70	0723043-6
04/06/2020	832382	Nutrien Ag Solutions	Street/Traffic	\$ 4,200.00	inv#16199458 snapshot fertilizer
04/06/2020	832388	Performance Eng & Consult	Solid Waste	\$ 8,765.00	Landfill Main Access Rd Pavement Distress Eval; 2019-077-006 Pmt 6
04/06/2020	832397	RDO Equipment Co.	Solid Waste	\$ 8,100.06	P6002212
04/06/2020	832397	RDO Equipment Co.	Solid Waste	\$ 8,045.76	P6009812
04/06/2020	832414	S Blgs Urban Renewal	Tax Increment S	\$ 34,675.00	FY2020 Consulting Services for SBURA
04/06/2020	832414	S Blgs Urban Renewal	Tax Increment S	\$ 34,675.00	FY2020 Consulting Services for SBURA
04/06/2020	832409	SHI International Corp	IT Resources	\$ 4,635.10	Qty.10 E3 and Qty.5 E1 Office 360 Licenses
04/06/2020	832409	SHI International Corp	Public Safety	\$ 269.56	1-MS Office Standard -Kathy Gibson home PC
04/06/2020	832412	Solarwinds.Net, Inc.	IT Resources	\$ 2,685.00	SolarWinds Network Performance Monitor SL500- Annual
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 633.96	56529 EVENSON,HALLEY FIRE PHYSICAL 03/02/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 633.96	56529 FENDER, JAIME FIRE PHYSICAL 03/03/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 461.21	56529 FERGUSON, PAUL FIRE PHYSICAL 03/10/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 608.96	56529 GATES,JOHN FIRE PHYSICAL 03/24/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 668.96	56529 HARPER, ALAN FIRE PHYSICAL 02/28/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 287.00	56529 KOFFLER, DOUGLAS FIRE PHYSICAL 03/02/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 207.00	56529 LITTLE, CHASEN FIRE PHYSICAL 03/04/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 436.21	56529 SCHAUER, RICHARD FIRE PHYSICAL 03/20/2020
04/06/2020	832405	St V's Occupational Health	Public Safety	\$ 227.00	56529 STRAIN, MATTHEW FIRE PHYSICAL 03/24/2020
04/06/2020	832424	Sunset Excavation	Water	\$ 13,909.50	Water Service Repair List 10-18-19; 221871
04/06/2020	832433	The Babcock LLC	Facilities	\$ 2,731.94	March 2020 Expenses
04/06/2020	832436	Town & Country Supply	Fleet	\$ 8,522.64	406484 PO NUM 310151
04/06/2020	832436	Town & Country Supply	Public Safety	\$ 449.47	406897 FIRE - DIESEL DELIVERED 3/31/2020
04/06/2020	832436	Town & Country Supply	Public Safety	\$ 513.68	406897 FIRE1 - DIESEL DELIVERED 3/31/2020

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04/06/2020	832436	Town & Country Supply	Public Safety	\$ 469.01	406897 FIRE1 - UNLEADED DELIVERED 3/31/2020
04/06/2020	832437	Tractor & Equipment Co.	Solid Waste	\$ 3,100.63	Filters for the Landfill BLCS0727830
04/06/2020	832437	Tractor & Equipment Co.	Water	\$ 35.44	7906 PLATE
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 66.99	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 105.00	A1 Jds Lock - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 65.00	A1 Jds Lock - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 65.39	Albertsons #4025 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 21.76	Amazon.Com*Xj6Pv4Ft3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,500.00	American Water Technol - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 224.00	American Water Technol - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 25.94	Amzn Mktp Us*7H4Xy1O83 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 104.99	Amzn Mktp Us*Oe0Qq8L93 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 248.98	Amzn Mktp Us*S83794Hh3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,026.42	Applied Ind Tech 2422 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 66.08	Applied Ind Tech 2422 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 90.51	Applied Ind Tech 2422 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 33.20	Applied Ind Tech 2422 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 181.02	Applied Ind Tech 2422 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 74.40	Applied Ind Tech 2422 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 596.10	Armecost Trane Service Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 189.62	Awg 3575 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 120.00	Billings Overhead Door In - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 150.00	Billings Overhead Door In - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 943.00	Bobcat Of Big Sky Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 81.00	Building Code Licpermit - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 9.96	Cenex Zip Trip07082696 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 154.00	Creative Monograms Smb - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 29.28	Crescent Electric 054 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 175.30	Cretex Concrete Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 23.80	Culligan Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 20.00	Distribution Int'L - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 73.99	Dtv*Directv Service - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 623.73	Dxp Enterprises - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 113.92	Ecolab Pest Cs - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 172.08	Ecolab Pest Cs - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 107.92	Ecolab Pest Cs - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 97.13	Ecolab Pest Cs - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 115.80	Edge Construction Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 458.70	Erc Wiping Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 80.62	Fastenal Company 01Mtb1 - PCard

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04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 10.15	Fastenal Company 01Mtbi1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 78.09	Fastenal Company 01Mtbi1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 48.58	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 443.48	General Safety Equipment - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 13.40	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 282.78	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 134.34	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 52.18	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 319.64	Graybar Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 179.22	Graybar Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 45.89	Heights Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 62.04	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 485.64	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 195.55	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 334.15	House Of Clean - Bozeman - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 159.72	House Of Clean - Bozeman - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 72.14	House Of Clean - Bozeman - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 50.00	In *Cotter'S Sewer, Septi - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 50.00	In *Cotter'S Sewer, Septi - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 663.40	Johnson Controls Ss - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 789.40	Johnson Controls Ss - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 537.40	Johnson Controls Ss - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 159.40	Johnson Controls Ss - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,582.20	Johnson Controls Ss - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 474.40	Johnson Controls Ss - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 890.10	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 144.72	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 34.04	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 144.00	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 922.60	Lp Anderson Point S Tire - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,766.00	Marketing Specialtites - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 68.35	M-B Companies, Inc. - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 32.61	Mfcp Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 56.07	Mfcp Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 18.31	Mfcp Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 100.00	Mitchell Appliance Repair - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 779.81	Montana Broom & Brush Co1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,432.63	Montana Broom & Brush Co1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 609.35	Montana Broom & Brush Co1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ (54.84)	Montana Broom & Brush Co1 - PCard



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04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 54.84	Montana Broom & Brush Co1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,237.93	Montana Broom & Brush Co1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,343.44	Montana Broom & Brush Co1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 267.73	N/S Corporation - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 449.86	N/S Corporation - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,335.50	N/S Corporation - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 6.21	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 650.04	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 346.61	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 8.92	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 20.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 80.61	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 127.02	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 141.99	O'Reilly Auto Parts 1551 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 43.11	O'Reilly Auto Parts 1551 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 348.27	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,149.36	Pacwest Machinery Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 60.00	Paypal *Paulrr62 Ebay Pau - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 412.00	Pp*Zeecreativeinc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,375.00	Redd'S Prints And Signs I - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 600.00	Redd'S Prints And Signs I - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,615.00	S Conley Sales Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 273.03	Safety Kleen Corp - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 511.00	Simplify Compliance Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 207.50	Spic And Span - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 92.50	Spic And Span - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 229.99	State Chemic*State Che - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 30.31	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 582.31	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 5.62	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 557.82	Team Eagle Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 775.00	The Montana Quarterly - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 54.85	The Ups Store 2594 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 1,000.00	Transportation Security - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 33.00	Wal-Mart #4412 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 266.00	Western Flag Banner - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 151.94	Wm Supercenter #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Airport	\$ 87.37	Wpsg- Inc - PCard

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04/06/2020	ACH	U.S. Bank PCards	Amend Park	\$ 242.05	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Amend Park	\$ 158.39	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 68.34	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 35.16	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 15.00	Amzn Mktp Us*9S1Ts5Kd3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 16.49	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 6.69	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 770.57	Iapmo - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 90.00	Int'L Code Council Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 128.00	Int'L Code Council Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 120.00	Int'L Code Council Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 1,791.66	Int'L Code Council Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 57.63	J&H Office Equipment Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 168.80	Midland Printing - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 191.30	Nfpa Natl Fire Protect - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 100.00	Paypal *Montanachpa - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 37.95	Ttp*Tauntonpublisher - PCard
04/06/2020	ACH	U.S. Bank PCards	Building	\$ 2.97	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 44.47	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 21.25	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 7.20	Albertsons #0047 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 11.89	Amazon.Com*Mo5Cj32A3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 123.06	Amzn Mktp Us*298Zs7V43 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 79.99	Amzn Mktp Us*Mn38U3Xt3 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 21.49	Amzn Mktp Us*Nl45Y68U3 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 50.90	Amzn Mktp Us*Ol0Gh7P83 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 15.37	Amzn Mktp Us*Ou2Hq8H93 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 31.95	Amzn Mktp Us*T55DI7593 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 13.42	Amzn Mktp Us*Xt4F47J73 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 339.72	Best Western Premier Hel - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 2,152.20	Best Western Premier Hel - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 12.95	Canva* 02615-10754768 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 230.70	Cherry Tree Inn - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 10.00	Conoco - Dons Auto Car Wa - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 29.86	Conoco - Wheat Montana Fa - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 36.95	Credit Technologies, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 36.95	Credit Technologies, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 202.32	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 143.10	Hokkaido Ramen And Izakay - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 130.50	Hokkaido Ramen And Izakay - PCard

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04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 111.40	Jimmy Johns - 1646 - E - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 15.85	Lil Market - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 22.00	Usps Po 2907800103 - PCard
04/06/2020	ACH	U.S. Bank PCards	CDBG	\$ 22.50	Western Awards & Engravin - PCard
04/06/2020	ACH	U.S. Bank PCards	Central Services	\$ 73.64	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Central Services	\$ (147.28)	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Central Services	\$ 73.60	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Central Services	\$ 147.28	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Central Services	\$ 141.90	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Court Grants	\$ 100.00	Albertsons #0038 - PCard
04/06/2020	ACH	U.S. Bank PCards	Court Grants	\$ 77.10	Sober Camel - PCard
04/06/2020	ACH	U.S. Bank PCards	Court Grants	\$ 70.00	Sq *Ox Indoor Axe Throwin - PCard
04/06/2020	ACH	U.S. Bank PCards	Court Grants	\$ 128.47	Wm Supercenter #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 147.06	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 58.63	Amazon.Com*114Tu3S03 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 16.49	Amzn Mktp Us*Ar4Nk6U73 - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 18.75	Billings Construction Sup - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 2.62	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 224.05	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 46.40	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 36.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 315.19	Gilson Company Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 391.56	Heritage Inn - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 110.00	Ite Intermountain - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 430.00	Mt Gov Online Trnsctns - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 595.00	Mt Gov Online Trnsctns - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 331.80	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 305.00	Paypal *Msawwa - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 202.12	Selby'S - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 195.04	Snow King Resort - PCard
04/06/2020	ACH	U.S. Bank PCards	Engineering	\$ 38.00	The Rubber Stamp Shop, - PCard
04/06/2020	ACH	U.S. Bank PCards	EOC 911	\$ 188.74	Delta Hotels - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 2,025.79	Ace Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 258.00	Ace Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 1,304.56	Air Controls-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 378.10	Air Controls-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 1,839.97	Air Controls-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 635.00	Alpine Plumbing, Heating - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 770.00	Alpine Plumbing, Heating - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 51.76	Ecolab Pest As400 - PCard

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04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 151.20	Ecolab Pest As400 - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 136.13	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 73.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 12.50	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 60.93	Heartland Paper Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 126.30	Heartland Paper Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 637.00	Kone, Inc. - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 130.00	Scheels Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 600.00	Sq *Dathan Sims - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 110.00	Sq *Skyline Services, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 360.00	Stanley Steemer/Blngs - PCard
04/06/2020	ACH	U.S. Bank PCards	Facilities	\$ 300.00	Stanley Steemer/Blngs - PCard
04/06/2020	ACH	U.S. Bank PCards	Fire Grants	\$ 549.00	Southerncarlson - PCard
04/06/2020	ACH	U.S. Bank PCards	Fleet	\$ 101.90	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Fleet	\$ (66.78)	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Fleet	\$ 19.50	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Fleet	\$ 68.08	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	Fleet	\$ 435.00	Oil Price Info Serv - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 262.25	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.68	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 75.89	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 41.48	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 26.28	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 27.99	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 1,706.11	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 55.60	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 304.41	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 106.10	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.88	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 45.14	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 78.54	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 116.31	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 52.45	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 80.55	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.87	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 37.37	A And H Turf And Specialt - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 2.37	A And H Turf And Specialt - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 9.25	A And H Turf And Specialt - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 19.99	Adobe Creative Cloud - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 33.02	Adobe Creative Cloud - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	General	\$ 14.99	Adobe Pdf Pack Subs - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 29.95	Albertsons #1227 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 25.02	Amazon.Com*3F1C379N3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 33.99	Amazon.Com*Ag6ld6Sp3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 12.70	Amazon.Com*Bn8J8K33 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 19.69	Amazon.Com*K76Vk8Qz3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 64.99	Amazon.Com*Ne5Fi7C03 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 35.49	Amazon.Com*V22Kg75O3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 34.43	Amazon.Com*Yk0P48lj3 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 39.93	Amazon.Com*Z84D55F73 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 101.98	Amazon.Com*Zo58O4Jn3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 75.00	American Assoc Of Code - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 450.00	American Red Cross - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 33.58	American Red Cross - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ (11.79)	Amzn Mktp Us - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 7.12	Amzn Mktp Us*2H6Vp04U3 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 8.72	Amzn Mktp Us*606Bp2Dw3 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 68.87	Amzn Mktp Us*6K85V8W93 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 14.66	Amzn Mktp Us*9E03R5Dg3 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 11.99	Amzn Mktp Us*I29Ho96X3 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 5.25	Amzn Mktp Us*Jf5K832X3 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 31.02	Amzn Mktp Us*Lr7Zk2M33 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 104.97	Amzn Mktp Us*Nt7Dv3K23 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 44.35	Amzn Mktp Us*Rr0Mt6Xe3 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 21.90	Amzn Mktp Us*Y94Ti8S83 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 82.48	Amzn Mktp Us*Y94Ti8S83 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 22.31	Awg 3575 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 1,545.71	Bettymills - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 11.50	Big Lots Stores - #1923 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 180.00	Bighorn Boots - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 33.00	Bin 119 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 149.00	Buddy Punch - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 138.55	C&B Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 320.36	C&B Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 25.83	C&B Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 150.00	Call-Em-All - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 69.50	Chalet Market - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 76.25	Chalet Market - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 159.12	Cummins Inc - 38 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 135.50	Dickeys Barbecue Pit - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	General	\$ 12.00	Dollar Tree - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 271.79	Econo Print - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 161.27	Econo Print - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 53.14	Edge Construction Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 48.00	Excel Micro - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 39.00	Expedia 71009081430648 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 305.32	Expedia 7525021210326 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 5.00	Facebk *3D439Rskf2 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 97.42	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 135.59	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 123.56	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 100.37	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 97.43	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 760.00	Government Finance Offic - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.04	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 181.95	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 121.50	Graybar Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 1,547.90	Greetingcardunivers - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 192.73	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 107.65	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 17.70	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 126.22	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.98	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 127.65	Heartland Paper Company - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 266.26	Heartland Paper Company - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 34.96	Heights Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 57.64	J&H Office Equipment Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 69.17	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 30.54	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 25.70	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.98	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 78.96	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 46.02	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 30.58	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 19.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 5.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 16.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 6.29	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 15.28	Kings Ace Hdwe - PCard

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04/06/2020	ACH	U.S. Bank PCards	General	\$ 8.09	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 39.00	Last Chance Pub - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 175.98	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.24	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ (175.98)	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 64.15	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 72.50	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 87.00	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 275.00	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.58	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 1.52	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 18.05	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 231.00	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 25.08	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 145.00	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 200.00	Montana Gerontology Soci - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 285.00	Montana Society Of Certif - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 31.85	Mt Gov Online Trnsctns - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 59.88	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 80.75	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 150.00	Nutrien Ag Solution 2747 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.09	Office Depot #2135 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 58.36	Office Depot #2135 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 112.63	O'Reilly Auto Parts 1551 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 431.60	Orleans Hotel & Casino - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 21.11	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 39.56	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 90.00	Paypal *Beartoothre - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 45.00	Pepsicola Bottling Compan - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 1,099.00	Samsclub.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 140.00	Scheels Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 5.04	Selby'S - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 195.44	Sherwin Williams 703203 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 16.98	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 7.59	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 10.95	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 85.97	Shipton'S Big R-West - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 45.19	Sico America Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 37.00	Smk*Surveymonkey.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	General	\$ 384.00	Smk*Surveymonkey.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 30.00	Snappyduds - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.00	Snappyduds - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 126.54	Snappyduds - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 79.99	Spectrum - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 66.99	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 9.64	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 14.63	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 17.50	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 30.31	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 37.64	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 249.95	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 102.07	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 199.95	Target 00001719 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 20.79	Target 00013334 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 340.00	The Base Camp - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 7.10	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 73.69	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 38.00	The Rubber Stamp Shop, - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 1,121.79	Thomson West*Tcd - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 638.70	Thomson West*Tcd - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 135.00	Time Out Sports - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 130.00	Tinys Tavern Inc 2 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 77.90	Tractor & Equipment - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 906.03	Tractor & Equipment - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 402.74	Ultra Graphics, Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 546.40	United 0167447804359 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 2.40	Usps Po 2907800103 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 14.85	Usps Po 2907830104 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 45.47	Wal-Mart #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 17.31	Wal-Mart #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 19.76	Wal-Mart #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 18.88	Wal-Mart #4412 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 63.80	Wheniwork.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 17.88	Wm Supercenter #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 4.61	Wm Supercenter #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 9.88	Wm Supercenter #4412 - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 23.23	Yellowstone County Treas - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 19.00	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	General	\$ 99.00	Yourockfitn - PCard



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04/06/2020	ACH	U.S. Bank PCards	General	\$ 12.00	Zeecreativeinc - PCard
04/06/2020	ACH	U.S. Bank PCards	IT Resources	\$ 88.94	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	IT Resources	\$ 19.88	Amzn Mktp Us*6S2Qm6Ri3 - PCard
04/06/2020	ACH	U.S. Bank PCards	IT Resources	\$ 13.58	Amzn Mktp Us*6S2Qm6Ri3 - PCard
04/06/2020	ACH	U.S. Bank PCards	IT Resources	\$ 34.50	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 127.70	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 286.99	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 102.99	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 241.69	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 12.31	Albertsons #0047 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 8.97	Albertsons #0047 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 119.00	Amazon Prime*Iw8Ls2V93 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 75.11	Amazon.Com*3W2A59133 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 11.99	Amazon.Com*7B5Se9Nd3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 313.66	Amazon.Com*Ca7N64Mq3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 244.93	Amazon.Com*Gv12A06O3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 25.36	Amazon.Com*Hr8301Z23 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 14.93	Amazon.Com*In1Uv3A63 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 12.99	Amazon.Com*Qq6887Am3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 123.64	Amazon.Com*Se02A7Et3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 38.97	Amazon.Com*Uc5Je72M3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 32.36	Amazon.Com*Up6Pw22F3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 18.40	Amazon.Com*Xe7Ay9Jj3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 221.60	Amazon.Com*Ya5Bf08E3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 207.90	American Air0017507955472 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 212.40	American Air0017507965035 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 108.24	Amzn Mktp Us*0J5Lb0Zm3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 17.86	Amzn Mktp Us*2S15H7Bk3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 17.98	Amzn Mktp Us*3l8R44Jy3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 45.99	Amzn Mktp Us*3l8R44Jy3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 11.52	Amzn Mktp Us*3l8R44Jy3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 25.25	Amzn Mktp Us*441Pq4653 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 53.99	Amzn Mktp Us*4Q91F6283 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 34.95	Amzn Mktp Us*5J2Pg3Cu3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 50.88	Amzn Mktp Us*5J2Pg3Cu3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 16.99	Amzn Mktp Us*7K0634293 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 37.27	Amzn Mktp Us*7K0634293 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 44.98	Amzn Mktp Us*Ea6Ho1Zy3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 25.95	Amzn Mktp Us*Fx6Mm2Tn3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 28.33	Amzn Mktp Us*Gp25363F3 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 31.34	Amzn Mktp Us*Lo8Kv0E73 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 19.98	Amzn Mktp Us*Md96F3083 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 12.95	Amzn Mktp Us*Of9348133 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 26.99	Amzn Mktp Us*Oi84O28V3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 26.90	Amzn Mktp Us*Oq4Li0Vf3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 31.98	Amzn Mktp Us*P79Rt8Y13 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 14.80	Amzn Mktp Us*Pq2Mi1Ei3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 12.06	Amzn Mktp Us*Rp5Kt2Fo3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 11.29	Amzn Mktp Us*V19Xc8Rr3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 78.54	Amzn Mktp Us*V19Xc8Rr3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 11.98	Amzn Mktp Us*Yr4Az8Na3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 6.99	Amzn Mktp Us*Yr4Az8Na3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 5.90	Amzn Mktp Us*Ys43405V3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 236.29	Amzn Mktp Us*Z21E19Og3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 48.92	Amzn Mktp Us*Zv2Lj7Id3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 210.66	Brodart Supplies - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 244.10	Brodart Supplies - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 233.22	Brodart Supplies - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 12.95	Canva* 02624-0260057 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 67.00	Carbon County News - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 21.44	Cengage Gale - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 17.54	Cengage Gale - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 182.76	Center Point Large Print - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 182.76	Center Point Large Print - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 26.87	Conoco - Thriftway 16 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 251.21	Delta Air 0067507909194 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 4.00	Dollar Tree - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 2.00	Dollar Tree - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 19.84	Exxonmobil 45376688 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 58.06	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 485.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 75.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 249.99	Gamestop #2960 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 46.00	Glasgow Courier - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 395.78	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 460.88	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 162.70	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 32.90	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 471.27	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 674.77	Kb Commercial Products - PCard

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04/06/2020	ACH	U.S. Bank PCards	Library	\$ 565.30	Nationalaud - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 60.00	Ntl Cntr For Safety - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 225.00	Paypal *Montanalibr - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 225.00	Paypal *Montanalibr - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 273.00	Paypal *Montanalibr - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 126.94	Paypal *Scel02 Germfix - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 43.94	Paypal *Scel02 Germfix - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 14.99	Paypal *Scel02 Germfix - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 126.94	Paypal *Scel02 Germfix - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 1,470.00	Rainbow Printing & Ultra - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 32.00	Sq *Big Sky Business Jour - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 5.30	The Mail Drop - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 253.20	United 0167507965093 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 500.00	Valley Electrical Contrac - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 37.15	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 4.89	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 24.40	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 6.16	Wm Supercenter #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 29.91	Wm Supercenter #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ 23.82	Wm Supercenter #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	Library	\$ (254.00)	Yellowstone Family Den - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 352.72	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 206.37	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 140.00	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 250.07	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 42.81	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 23.00	Aaim - Services - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 16.61	Albertsons #4025 - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 15.96	Amazon.Com*K01070Gu3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 17.99	Amzn Mktp Us*Oh2Cy20U3 - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 11.49	Billingsgazettethriftynck - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 13.29	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 11.60	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 9.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 359.10	Microsoft*Store - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 35.96	Sams Club #4805 - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 60.75	Uberbrew - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 7.80	Usps Po 2907800103 - PCard
04/06/2020	ACH	U.S. Bank PCards	P.W. Admin	\$ 127.99	Walmart.Com 8009666546 - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 861.32	4Imprint - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 19.99	Adobe Creative Cloud - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 679.03	Bobcat Of Big Sky Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 336.00	Bobcat Of Big Sky Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 85.50	City Of Billings Buildin - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 41.28	City Of Billings Buildin - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 65.00	Facebk *9Judvr6Uf2 - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 19.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 551.60	S Bar S Building Center - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 15.00	Seed Savers Exchange Inc. - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 99.00	Shortstack.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	Park District 1	\$ 97.00	Volgistics Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 155.17	Ace Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 100.00	Air Controls-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 399.37	Air Controls-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 49.99	Amzn Mktp Us*Mp8Ew1H30 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 49.99	Amzn Mktp Us*Mp8Ew1H30 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 66.73	Amzn Mktp Us*Nr5Yj8Zp3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 66.72	Amzn Mktp Us*Nr5Yj8Zp3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 147.98	Billings Construction Sup - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 147.97	Billings Construction Sup - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 4.99	Carquest 3103 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 23.44	Carquest 3103 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 12.99	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 9.24	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 9.25	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 10.00	Creative Monograms Smb - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 135.55	Econo Print - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 59.00	Fedex 91471470 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 37.50	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 75.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 75.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 20.95	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 19.78	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 377.18	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 377.17	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 377.18	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 14.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 10.98	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 25.70	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 6.99	Kings Ace Hdwe - PCard

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04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 22.70	Montana Int Sub Pymnt - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 3.49	O'Reilly Auto Parts 1548 - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 44.98	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 1,560.00	Sq *Skyline Services, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 30.00	Sq *Skyline Services, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 525.00	Sq *Skyline Services, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 120.00	Sq *Skyline Services, Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Parking	\$ 6.50	West End Lock And Secur - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 1,095.95	In *Canyon Creek Nursery - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 94.25	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 290.78	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 261.10	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ (120.75)	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 621.72	Midland Implement Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 40.24	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 300.40	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 19.56	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 82.11	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 20.24	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Maint	\$ 199.58	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Programs	\$ 179.00	International Bronze Plaq - PCard
04/06/2020	ACH	U.S. Bank PCards	Parks Programs	\$ 358.00	International Bronze Plaq - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 19.97	Amazon.Com*Gr3lu2PI3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 15.99	Amzn Mktp Us*XI5Tg4lo3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 109.08	Border States Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 194.50	Factoryoutletstore Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 394.00	Factoryoutletstore Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 147.87	Graybar Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Phone System	\$ 120.32	Graybar Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 57.10	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 8.79	Amazon.Com*5R2Mk7Us3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 15.00	Amzn Mktp Us*9S1Ts5Kd3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 7.99	Amzn Mktp Us*Am4Zm9P03 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 8.69	Amzn Mktp Us*C538K87A3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 28.14	Amzn Mktp Us*Tp9Cc1Sv3 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 28.25	Conoco - High Country Tra - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 6.70	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 16.49	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 125.50	Dickeys Mt-619 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 20.00	Facebk *8N6Ujrwuj2 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 50.00	Facebk *G8Mrrrnvj2 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 10.00	Facebk *Twfn3Rnlv2 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ (14.00)	Fairfield Inn & Suites - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 59.38	J&H Office Equipment Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 75.00	League Of American Wheel - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ (50.00)	Msu-Bz-Mtahec-Confrnc - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 50.00	Msu-Bz-Mtahec-Confrnc - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 48.00	The Rubber Stamp Shop, - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 129.00	Venngage.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 2.97	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Planning	\$ 14.95	Wix.Com*611253161 - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 102.70	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 230.00	Alg*Air 9Mmdrw - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 18.99	Amzn Mktp Us*637Xi6643 - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 133.74	Courtyard By Marriott - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 160.01	Embassy Suites Denver - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 133.08	Hampton Inn - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 893.60	Midwayusa Com - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 187.24	Sheraton Dallas - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 187.24	Sheraton Dallas - PCard
04/06/2020	ACH	U.S. Bank PCards	Police Programs	\$ 200.00	Travelocity*7433424866 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 118.38	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (79.90)	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 66.24	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 78.67	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 374.58	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (282.23)	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 9.90	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 213.82	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 143.83	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 144.00	Aaim - Services - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (404.79)	Airbnb Hmb98Ambxq - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 2,476.22	Airbnb Hmb98Ambxq - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 367.00	Alaska Air 0277505395878 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 367.00	Alaska Air 0277505395879 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 207.03	Amazon.Com*Du9lf4Qi3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 61.68	Amazon.Com*I66709U03 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 111.30	Amazon.Com*Ia7F43Bn3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 110.82	Amazon.Com*lf76B2Zj3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 43.32	Amazon.Com*Wk4Fo1Oz3 Amzn - PCard

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04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 29.82	Amazon.Com*X69Fv5Lh3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 308.81	American Air0017508987638 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 202.90	Amzn Mktp Us*0A1L72Gg3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 94.99	Amzn Mktp Us*188Nn01B3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 59.99	Amzn Mktp Us*2U43R1Sx3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 473.87	Amzn Mktp Us*Fe35E6Jm3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 17.99	Amzn Mktp Us*Fu1El3L73 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 25.99	Amzn Mktp Us*Is63H64G3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 27.98	Amzn Mktp Us*Jd8Zw3Rh3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 53.22	Amzn Mktp Us*Kr1Jk40M3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 51.90	Amzn Mktp Us*Ld0Of1053 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 251.30	Amzn Mktp Us*Od6Jx3Qw3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.94	Amzn Mktp Us*P030K9Jo3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 63.93	Amzn Mktp Us*Qn6K67Lh3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 26.97	Amzn Mktp Us*Sl6X279P3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 21.98	Amzn Mktp Us*Tz4Rq0Op3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 114.96	Amzn Mktp Us*U71I74Xs3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 467.50	Amzn Mktp Us*Vk9T14Qx3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 16.19	Amzn Mktp Us*Y26M67M43 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 21.38	Amzn Mktp Us*Zk01P2403 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 9.99	Amzn Mktp Us*Zv8Yq64C3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 3,885.83	B&H Photo 800-606-6969 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 355.00	Better Body Fitness - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 104.95	Billings Army Navy Surplu - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 89.95	Billings Army Navy Surplu - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 865.00	Billings Depot - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 77.41	Billings Hardware & Se - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 22.53	Billings Hardware & Se - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 220.00	Billings Ink And Toner, I - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 134.45	Chalet Market - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 64.25	Chalet Market - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 58.35	Chalet Market - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 133.25	Chalet Market - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 500.00	City Towing - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 89.00	Clarion Subscriptions - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 108.16	Corportate Quarters, - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 16.98	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 333.20	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (50.00)	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 59.50	Creative Monograms Smb - PCard

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04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 670.00	Defense Targets - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 340.90	Delta Air 0062183594336 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 340.90	Delta Air 0062183653746 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 188.73	Delta Hotels - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 188.73	Delta Hotels - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 190.23	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 515.34	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 190.23	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 198.88	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 264.46	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 144.54	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 504.46	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 198.88	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 193.78	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 142.49	Dmi* Dell Corp Bus - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 37.50	East Slope Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 600.24	Econo Glass Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 98.94	Evergreen Ace Hardware - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 22.00	Expedia 7525365809205 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (151.12)	Fairmont Hot Springs Reso - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 1,247.00	Fdic/Ems Today - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 627.00	Fdic/Ems Today - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 620.00	Fdic/Ems Today - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 47.03	Fedex 91698612 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.26	Fedex 91798685 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 18.94	Fedex 91798685 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 175.75	Firemaster - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 235.25	Firemaster - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 19.90	First Aid Supplies Onl - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 103.97	First Aid Supplies Onl - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 115.00	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 81.00	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 76.40	G Code Tactical Holsters - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (77.97)	Golden Nugget Hotel Lv - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (77.97)	Golden Nugget Hotel Lv - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 383.00	Gunarama Wholesale Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 2,150.00	Hansers Wrecker Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 70.42	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 355.24	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 306.48	Hanson Chemical - PCard



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04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 491.74	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 114.74	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 124.06	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 93.20	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 539.45	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 119.35	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 184.02	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 128.84	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 212.33	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 65.41	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 21.80	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 149.00	Havis Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 62.15	Hydro-Turf / H T Moto - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 120.00	Iaai - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 190.00	Iacp - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 190.00	Iacp - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 144.20	In *Cynthia Boyer - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 295.68	Iron Mountain - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 98.25	Jimmy Johns - 1646 - E - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 67.85	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 147.84	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 1,167.95	Kent D Bruce Co, Llc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 94.95	Ketch All Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (245.00)	Magip - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 245.00	Magip - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 286.34	Msu Billings-Main Cmp C - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 70.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 70.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Mt Prof License Renew - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 181.88	National Emergency Train - PCard

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04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 25.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 25.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 25.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 20.00	National Registry Emt - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Nena - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 156.00	Oakley.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 99.99	Office Depot #1080 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 129.61	Office Depot #1080 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 56.81	Office Depot #2135 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 245.76	Office Depot #2135 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 13.28	Office Depot #2135 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 238.26	Office Depot #450 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 556.71	Omni Dallas Conventn C - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Paypal *lape - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (50.00)	Paypal *lape - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 50.00	Paypal *lape - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 225.48	Pcm 800-5556255 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 249.90	Petrogen Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 186.23	Positive Concepts Inc. - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 257.45	Rimage Corp - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 800.00	Rubicon Dental Associates - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 173.13	Sams Club #4805 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 3.99	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 127.83	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 282.00	Silver Threads - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 344.53	Skc Communication Product - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 268.60	Southerncarlson - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 98.56	Sp * Cts Holsters - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 231.38	Spectrum - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 1,577.27	Sq *National Veterinary A - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 138.00	Sq *Ox Indoor Axe Throwin - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 260.00	State Chemic*State Che - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 13.96	Target 00001719 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 23.82	Target 00001719 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 6.57	Target 00001719 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 161.28	The Home Depot #3101 - PCard

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04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 49.97	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 255.98	The Home Depot 3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 1,595.00	The International Soci - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 27.55	The Mail Drop - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 172.30	Tlo Transunion - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 291.77	Uline *Ship Supplies - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 16.50	Universal Awards - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 106.69	Ups*000000W219W8080 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 36.29	Ups*000000W219W8090 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 133.40	Ups*000000W219W8100 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 156.38	Ups*000000W219W8110 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 8.97	Wal-Mart #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 100.00	Western Ranch Supply - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 20.23	Wm Supercenter #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 38.32	Wm Supercenter #2923 - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ (75.00)	Www.Somt.Org - PCard
04/06/2020	ACH	U.S. Bank PCards	Public Safety	\$ 42.47	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 71.35	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 47.50	American Water Technol - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 11.92	At&T*Bill Payment - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 351.85	Billings Construction Sup - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 338.63	Fastenal Company 01Mtbl - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 93.05	Fastenal Company 01Mtbl - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 351.92	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 247.83	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 429.08	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 47.93	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 96.48	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 620.00	Jarrett S Stereos - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 101.87	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 215.25	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 18.68	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 28.91	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 275.98	Mac Tools - Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 347.62	Marketing Specialties - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 38.12	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 49.99	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 66.46	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 149.43	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 32.06	Norco Inc - PCard

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04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 292.23	Northwest Pipe Fittings, - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 122.98	Office Depot #450 - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 259.27	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 482.52	Sherwin Williams 703203 - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 44.99	Shipton'S Big R-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 239.00	Solid Waste Associa - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 42.40	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 39.98	Tractor-Supply-Co #0303 - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 619.60	Truenorth Steel-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 150.00	Truenorth Steel-Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 848.09	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Solid Waste	\$ 310.00	Zeecreativeinc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 131.76	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 202.99	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 65.66	Allianz Travel Ins - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 13.95	Amazon.Com*Lp49L6Qw3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 10.99	Amazon.Com*Qk15M0Yr3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 223.39	Amazon.Com*Rp6Rh6So3 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 825.00	American Public Works - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 575.00	American Public Works - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 29.97	Amzn Mktp Us*0Q3Bk55S3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 124.00	Amzn Mktp Us*6G4Uc5Ve3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 42.99	Amzn Mktp Us*Tf5E63Sr3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 37.00	Auto Trim Design - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 46.43	Awg 3575 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 433.12	Bettymills - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 43.00	Billings Construction Sup - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 449.00	Billings Construction Sup - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 1,041.00	Cargo Bed Intl - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 486.40	Delta Air 0062420383803 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 486.40	Delta Air 0062420383804 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 373.07	Fastenal Company 01Mtb1 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 109.80	Fastenal Company 01Mtbll - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 96.87	Fedex 390818109629 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 71.32	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 48.81	Fishers Technology - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 59.20	General Dist Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 220.00	General Dist Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 299.99	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 66.54	Hose & Rubber Supply Blg - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 187.00	Isa - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 9.95	Isa - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 53.98	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 22.49	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 168.81	Marketing Specialties - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 27.27	Montana Waterworks - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 16.16	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 119.68	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 24.48	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ (119.68)	Napa Store 3547001 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 721.24	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ (371.44)	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 1,230.06	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 371.44	Norco Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 348.69	Northland Automotive - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 578.02	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 137.76	O'Reilly Auto Parts 1551 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 47.93	O'Reilly Auto Parts 1551 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 16.97	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 10.94	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 195.71	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 177.95	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 46.15	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 5.00	Pacific Steel #02 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 182.88	Selby'S - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 97.18	Sherwin Williams 703203 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 299.99	Shipton'S Big R-East - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 64.98	Shipton'S Big R-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 450.00	Sq *Avery Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 80.77	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 74.84	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 29.47	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 581.16	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 108.72	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 87.98	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 3.54	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 55.86	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 4.42	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 25.56	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 212.59	The Home Depot 3101 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 106.98	Tractor-Supply-Co #0303 - PCard
04/06/2020	ACH	U.S. Bank PCards	Street/Traffic	\$ 130.00	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 256.16	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 50.37	Aaim - Services - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 303.00	Accent Print Shop - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 79.99	Albertsons #0038 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 51.00	Amazon.Com*Ks0Ei9W93 Amzn - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 9.98	Amzn Mktp Us*6S0K14Vj3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 71.74	Amzn Mktp Us*Mp8Cz1Sl2 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 24.34	Amzn Mktp Us*Mx6E32Jl3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 319.98	Amzn Mktp Us*O97Za7FI3 Am - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 89.98	Amzn Mktp Us*Ut75F0Sm3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 32.99	Amzn Mktp Us*V53Hb4U93 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 55.98	Amzn Mktp Us*Wd3Qh7R13 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 462.61	Amzn Mktp Us*Wx58046O3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 99.99	Bed Bath & Beyond #651 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 269.98	Bed Bath & Beyond #651 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 35.00	Building Code Licpermit - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 50.00	Community Transportati - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 18.99	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 55.98	Costco Whse #0069 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 139.94	Ecolab Pest As400 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 139.94	Ecolab Pest As400 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 73.93	Fencescreen Inc. - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 166.80	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 245.64	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 20.00	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 12.29	Idu*Insight Public Sec - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 84.33	Idu*Insight Public Sec - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 878.32	Idu*Insight Public Sec - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 236.84	Idu*Insight Public Sec - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 1,333.80	In *Beartooth Environment - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 652.31	Kimball Midwest Payeezy - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 102.94	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 14.96	Lowes #00319* - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 327.68	Marketing Specialtites - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 39.25	Moore Industrial - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 268.00	Overhead Door-S Mont - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 772.53	Paypal *Hhs - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 149.88	Sherwin Williams 703203 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 148.75	Sq *Taylor Electric Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 8.76	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 32.97	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 166.51	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 942.84	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 72.06	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 25.44	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 17.48	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 34.96	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 105.00	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 17.48	Veritiv-West - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 20.00	Vistapr*Vistaprint.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 40.00	Vistapr*Vistaprint.Com - PCard
04/06/2020	ACH	U.S. Bank PCards	Transit	\$ 6.98	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 16.77	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 19.26	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 5.97	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 108.31	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ (4.35)	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 1.97	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 14.69	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 11.71	A And H Turf And Specialt - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 14.99	Adobe Acropro Subs - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 234.48	Amazon.Com*Es4V045F3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 9.99	Amzn Mktp Us*Q97936Zw3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 513.55	Anixter/Clark/Tri-Ed - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 7.72	Bp#8274714Circle K St 27 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 44.95	Ceuplan - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 30.54	City Of Billings Pud - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 48.86	City Of Billings Pud - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 94.59	City Of Billings Pud - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 30.76	Econo Print - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 203.00	Edge Construction Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 262.50	Educate Llp - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 5.28	Fedex 391215538260 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 80.61	Fedex 391215598964 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 297.72	Fedex 91648640 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 9.22	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 3.84	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 80.79	Grainger - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 390.00	Graybar Electric - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 146.07	Hach Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 165.13	Hach Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 471.88	Hach Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 14.30	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 139.99	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 75.00	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 6.82	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 110.00	Industrial Coating S - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 355.52	Internation - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 30.60	Isa - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 24.00	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 19.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 5.39	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 7.19	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 8.50	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 16.19	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 19.98	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 236.01	Mcmaster-Carr - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 221.80	Mcmaster-Carr - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 374.37	Midland Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 83.93	Midland Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 74.43	Midland Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 43.12	Midland Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 18.85	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 67.94	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 543.00	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 1,525.00	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 180.00	Paypal *Msawwa - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 177.64	Provantage - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 530.04	Provantage - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 235.13	Raven Environmental Produ - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 15.75	Sinks Direct - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 26.46	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 16.16	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 13.15	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 25.99	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 5.18	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 18.66	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 3.79	Wal-Mart #1956 - PCard



Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 1,435.40	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 262.73	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 192.19	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 226.49	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 19.00	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 210.39	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Wastewater	\$ 19.00	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 1.99	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 57.82	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 29.37	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 39.60	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 110.07	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 4.89	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 11.94	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 5.91	360 Office Solutions Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 17.57	A And H Turf And Specialt - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 411.05	Agilent Technologies, - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 74.28	Allied Electronics Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 19.46	Amerigas *Product - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 9.99	Amzn Mktp Us*Q97936Zw3 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 513.54	Anixter/Clark/Tri-Ed - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 12.99	Best Buy 00005926 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 16.62	Billings Pump And Irrigat - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 209.08	Bloedorn Lumber Billings - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 7.72	Bp#8274714Circle K St 27 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 6.38	Carquest 3103 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 193.85	Ceuplan - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 91.63	City Of Billings Pud - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 158.90	City Of Billings Pud - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 73.30	City Of Billings Pud - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 138.08	Delta Hotels - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 63.00	Dxp Enterprises - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 46.14	Econo Print - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 51.70	Edge Construction Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 787.50	Educate Llp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 7.93	Fedex 391215538260 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 120.91	Fedex 391215598964 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 468.80	Fedex 91648640 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 19.99	Ferguson Ent 2006 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 6.43	Fishers Technology - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 527.73	Flowmark High Tech Co - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 23.07	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 11.53	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 13.84	Fps/Mountain Alarm - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 121.19	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 21.01	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 194.60	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 59.00	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 199.00	Grainger - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 798.29	Hach Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 378.39	Hach Company - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 196.80	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 21.45	Hanson Chemical - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 74.99	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 140.00	Harbor Freight Tools 207 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ (145.80)	Hawkins Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 32.01	Holiday Stations 0723 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 2,172.14	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 57.20	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ (2,172.14)	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 10.22	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 153.38	Hose & Rubber Supply Blg - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 275.17	Idexx Distribution Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 492.98	Idexx Distribution Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 165.00	Industrial Coating S - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 355.53	Internation - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 30.60	Isa - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 266.40	Johnstone Supply - Billin - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 56.08	Kb Commercial Products - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 177.89	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 8.49	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 8.08	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 82.98	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 16.19	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 10.78	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 1.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 33.56	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 29.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 1.99	Kings Ace Hdwe - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 39.00	Macon Supply Billings 308 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 668.45	Mcmaster-Carr - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 281.72	Midland Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 133.02	Motion Industries Mt01 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 91.95	Motion Industries Mt01 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 88.95	Motion Industries Mt01 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 14.95	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 175.00	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 28.28	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 118.00	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 3.58	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 40.23	Northwest Industrial Supp - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 118.54	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 447.36	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 127.78	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 70.62	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 116.78	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 131.71	Northwest Scientific Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 858.71	Office Depot #1080 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 149.31	Office Depot #1080 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 180.00	Paypal *Msawwa - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 684.00	Perkinelmer 285438 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 45.50	Perkinelmer 285438 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 45.50	Perkinelmer 285438 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 177.63	Provantage - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 838.00	S&S Machine Inc - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 47.19	Sherwin Williams 703203 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 47.25	Sinks Direct - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 8.12	Spencer Fluid Power - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 24.77	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 19.72	Tacoma Screw Products B - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 89.91	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 38.98	The Home Depot #3101 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 11.39	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 59.76	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 15.54	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 55.98	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 52.98	Wal-Mart #1956 - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 42.00	Wiley Article Pdf - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 28.77	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 1,359.58	Yellowstone Valley Elect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 1,211.54	Yellowstone Valley Elect - PCard
04/06/2020	ACH	U.S. Bank PCards	Water	\$ 365.80	Zoro Tools Inc - PCard

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Payment of Claims for the week of April 13, 2020

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** Finance

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$3,179,029.01 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

City Check 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. 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.

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 ANALYZED**

- No other alternative were analyzed

**FINANCIAL IMPACT**

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.

## **RECOMMENDATION**

Staff recommends Council approve the Payment of Claims.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Councilmemo wk of 04132020

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Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/13/2020	832455	AAAE	Airport	\$ 9,000.00	Emergency Supplemental COVID-19 Payment
04/13/2020	832456	Ace Electric Inc	Light Maint	\$ 2,750.00	inv#51051 remove and replace lighting service on king ave e.
04/13/2020	832456	Ace Electric Inc	Water	\$ 35,820.73	WTP High Service Pump Station H2-2 Pump Replacement; Pmt 2
04/13/2020	832458	Allstream Business	General	\$ 46.00	Main Bill New Account # 330046 -Dehler Park
04/13/2020	832458	Allstream Business	Phone System	\$ 79.95	Main Bill New Account # 330046 -IT
04/13/2020	832458	Allstream Business	Phone System	\$ 2,715.35	Main Bill New Account # 330046- w/Conference Now Access Cards
04/13/2020	832459	Alpine Plumbing,Heat, & Cool	Airport	\$ 2,940.00	Invoice #80810. Sewer Line From 1958. Rotted Out/Leaking
04/13/2020	832459	Alpine Plumbing,Heat, & Cool	Facilities	\$ 515.00	Inv. #80740
04/13/2020	832463	APEX Rockfall Mitigation	Gas Tax	\$ 6,627.66	WO 20-17 Laredo Drive Rock Fall
04/13/2020	832467	Avery Dennison Corporation	Street/Traffic	\$ 2,527.60	ink cartridges/swabs/cleaning supplies for sign making machine
04/13/2020	832467	Avery Dennison Corporation	Street/Traffic	\$ 2,738.10	Sheeting for signs
04/13/2020	832470	Billings Community Cable	General	\$ 46,350.00	April 1, 2020
04/13/2020	832472	Billings Depot Inc	Engineering	\$ 3,174.00	2019 Depot taxes
04/13/2020	832472	Billings Depot Inc	Engineering	\$ 11,235.60	April Depot Rent
04/13/2020	832472	Billings Depot Inc	P.W. Admin	\$ 793.51	2019 Depot taxes
04/13/2020	832472	Billings Depot Inc	P.W. Admin	\$ 2,808.90	April Depot Rent
04/13/2020	832475	Brenntag Pacific Inc	Street/Traffic	\$ 7,448.00	inv#BPI35887 hicothaw liquid used to melt snow on streets
04/13/2020	832475	Brenntag Pacific Inc	Street/Traffic	\$ 7,371.86	inv#BPI36471 hicothaw used to melt snow on streets
04/13/2020	832475	Brenntag Pacific Inc	Wastewater	\$ 6,610.50	BPI34750; CHEMICALS
04/13/2020	832475	Brenntag Pacific Inc	Water	\$ 3,465.00	BPI33576; CHEMICALS STAPLES
04/13/2020	832477	Business Tax Section	Airport	\$ 317.72	AIP-62 Terminal Expansion Construction Phase 2 - Ineligibile Share
04/13/2020	832477	Business Tax Section	Airport	\$ 3,380.01	AIP-63 Terminal Expansion Construction Phase 2 - Federal Share
04/13/2020	832477	Business Tax Section	Airport	\$ 375.56	AIP-63 Terminal Expansion Construction Phase 2 - Local Share
04/13/2020	832477	Business Tax Section	Tax Increment S	\$ 2,929.28	Police Evidence Building
04/13/2020	832477	Business Tax Section	Wastewater	\$ 9,687.65	WO 14-11 Water Reclamation Facility Nutrient; Pmt 33
04/13/2020	832477	Business Tax Section	Water	\$ 4,646.59	WO 19-01 1st Avenue North Water Main Replacement; Pmt 1
04/13/2020	832477	Business Tax Section	Water	\$ 361.82	WTP High Service Pump Station H2-2 Pump Replacement; Pmt 2
04/13/2020	832482	Chicago Title of MT	CDBG	\$ 10,000.00	FTHB Reif Hass 413 Roxy Lane
04/13/2020	832485	Cop Construction	Water	\$ 460,012.74	WO 19-01 1st Avenue North Water Main Replacement; Pmt 1
04/13/2020	832491	Desert Mt Corporation	Street/Traffic	\$ 4,275.18	inv#19-74077 ice slicer used to melt snow on streets
04/13/2020	832491	Desert Mt Corporation	Street/Traffic	\$ 4,330.37	inv#19-74086 ice slicer used to melt snow on streets
04/13/2020	832493	Downtown Billings Partners	Downtown BID	\$ 23,286.75	Downtown Billings BID Assessment
04/13/2020	832495	Dupree Bldg Specialties Of MT	Parks Maint	\$ 5,243.00	flagpole w/light for Rehberg Ranch
04/13/2020	832496	Duval Ford LLC	Capital Replace	\$ 35,882.34	Duval Ford Blue SUV Replacement Quote
04/13/2020	832496	Duval Ford LLC	Capital Replace	\$ 35,882.34	Duval ford SUV Replacement Quote ID
04/13/2020	832496	Duval Ford LLC	Public Safety	\$ 35,882.34	This is an order per attached quote.
04/13/2020	832498	Environmental Products	Street/Traffic	\$ 2,990.19	inv#244997 hoses/hooks for 1238
04/13/2020	832503	First Montana Title	CDBG	\$ 15,000.00	FTHB Heather Carner 271 Westchester Square S #271
04/13/2020	832504	Fischer Commercial Flooring	Facilities	\$ 4,228.50	BOC Entry Way Proposal
04/13/2020	832510	Goetz Baldwin & Geddes	General	\$ 29,317.10	Inv. #28521 Watters et al v. COB
04/13/2020	832512	Great West Engineering	Solid Waste	\$ 13,705.38	WO 19-19 Landfill Cells 3&4 Partial Closure; 21282 pMT 10

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/13/2020	832512	Great West Engineering	Solid Waste	\$ 3,115.25	WO 20-23 Solid Waste Container Storage Facility; 21280 Pmt 1
04/13/2020	832517	Iaff	Payroll Clearing	\$ 5,063.88	Payroll Summary
04/13/2020	832522	Johnson Controls	Airport	\$ 5,210.00	Invoice #1-95639920777. New Airport Police Badges
04/13/2020	832529	Laurel Ford	Transit	\$ 2,504.42	FOWS299567
04/13/2020	832534	Mailing Technical Services	Central Services	\$ 5,607.22	Postage
04/13/2020	832538	Montana CSED	Payroll Clearing	\$ 3,056.82	Payroll Summary
04/13/2020	832539	Montana Dakota Utilities	Fleet	\$ 4,111.11	032020 PO NUM 310234
04/13/2020	832545	Motor Power Equipment	Capital Replace	\$ 132,033.00	Medium duty conventional cab w/rear loading refuse collection body
04/13/2020	832546	Moulton Bellingham PC	General	\$ 13,695.00	Inv. #134856 Watters et al v. COB
04/13/2020	832548	MPPA	Payroll Clearing	\$ 3,595.80	Payroll Summary
04/13/2020	832541	MT Dept Of Enviro Quality	Solid Waste	\$ 31,612.70	Solid Waste Management License #113
04/13/2020	832541	MT Dept Of Enviro Quality	Water	\$ 610.00	WO 20-20 Walter Pump Station Addition; 5K2000333
04/13/2020	832544	MT State Fireman	Payroll Clearing	\$ 4,256.47	Payroll Summary
04/13/2020	832551	Musol Limited	Wastewater	\$ 4,860.20	13047; CHEMICALS
04/13/2020	832552	NAI Business Properties	Facilities	\$ 1,250.00	March 13, 2020 Brokers Price Evaluation 220 North 27th Street
04/13/2020	832552	NAI Business Properties	Facilities	\$ 1,250.00	March 18, 2020 316 N. 26th Street
04/13/2020	832552	NAI Business Properties	Facilities	\$ 750.00	March 18, 2020 Brokers Price Evaluation 316 N. 25th Street
04/13/2020	832554	Newman Traffic Signs	Street/Traffic	\$ 2,956.30	inv#TRFINV020074 sign blanks
04/13/2020	832557	NorMont Equipment Co	Street/Traffic	\$ 1,377.20	inv#22112 brooms, shovels, lutes
04/13/2020	832557	NorMont Equipment Co	Street/Traffic	\$ 1,365.00	inv#22112 emulsion for road patch machine
04/13/2020	832557	NorMont Equipment Co	Street/Traffic	\$ 162.50	inv#22112 traffic cones
04/13/2020	832560	NorthWestern Energy	Airport	\$ 16.60	0712534-7. Gate 16 Light. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 279.26	0712535-4. Employee Parking. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 22.25	0712791-3. Gate 16. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 33.58	0712795-4. Gate 17. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 21.47	0712797-0. Gate 9. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 5.88	0712805-1. IP-10. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 7.50	0712813-5. Burn Pit. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 22.99	0719759-3. Gate 12. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 85.48	0719760-1. Gate 14. August 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 22.63	0719761-9. Gate 15. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 25.90	0719762-7. Gate 13. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 20.98	0720296-3. Gate 29. March 2020
04/13/2020	832560	NorthWestern Energy	Airport	\$ 29.22	2114868-9. Runway Weather System. March 2020
04/13/2020	832560	NorthWestern Energy	Building	\$ 24.09	1569631-3
04/13/2020	832560	NorthWestern Energy	General	\$ 152.92	0712538-8
04/13/2020	832560	NorthWestern Energy	General	\$ 111.64	0720841-6
04/13/2020	832560	NorthWestern Energy	General	\$ 5.94	0722253-2
04/13/2020	832560	NorthWestern Energy	General	\$ 223.57	0722256-5
04/13/2020	832560	NorthWestern Energy	General	\$ 8.13	0722258-1
04/13/2020	832560	NorthWestern Energy	General	\$ 15.08	0722259-9



Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/13/2020	832560	NorthWestern Energy	General	\$ 9.84	0722272-2
04/13/2020	832560	NorthWestern Energy	General	\$ 218.22	0722273-0
04/13/2020	832560	NorthWestern Energy	General	\$ 13.64	0722274-8
04/13/2020	832560	NorthWestern Energy	General	\$ 112.68	0722275-5
04/13/2020	832560	NorthWestern Energy	General	\$ 39.94	0722277-1
04/13/2020	832560	NorthWestern Energy	General	\$ 32.71	0722278-9
04/13/2020	832560	NorthWestern Energy	General	\$ 17.24	0722279-7
04/13/2020	832560	NorthWestern Energy	General	\$ 5.94	0722280-5
04/13/2020	832560	NorthWestern Energy	General	\$ 5.94	0722281-3
04/13/2020	832560	NorthWestern Energy	General	\$ 5.94	0722283-9
04/13/2020	832560	NorthWestern Energy	General	\$ 5.94	0722284-7
04/13/2020	832560	NorthWestern Energy	General	\$ 17.24	0722808-3
04/13/2020	832560	NorthWestern Energy	General	\$ 8.38	0722852-1
04/13/2020	832560	NorthWestern Energy	General	\$ 8.13	0722862-0
04/13/2020	832560	NorthWestern Energy	General	\$ 65.22	0722901-6
04/13/2020	832560	NorthWestern Energy	General	\$ 6.22	0722976-8
04/13/2020	832560	NorthWestern Energy	General	\$ 172.00	0722995-8
04/13/2020	832560	NorthWestern Energy	General	\$ 84.32	0723005-5
04/13/2020	832560	NorthWestern Energy	General	\$ 5.94	0723025-3
04/13/2020	832560	NorthWestern Energy	General	\$ -	0723039-4
04/13/2020	832560	NorthWestern Energy	General	\$ 5.88	0723046-9
04/13/2020	832560	NorthWestern Energy	General	\$ 5.90	0723049-3
04/13/2020	832560	NorthWestern Energy	General	\$ 12.78	0723053-5
04/13/2020	832560	NorthWestern Energy	General	\$ 18.11	0723064-2
04/13/2020	832560	NorthWestern Energy	General	\$ 18.11	0723065-9
04/13/2020	832560	NorthWestern Energy	General	\$ 3.81	0723391-9
04/13/2020	832560	NorthWestern Energy	General	\$ 188.27	0723884-3
04/13/2020	832560	NorthWestern Energy	General	\$ 18.11	0723887-6
04/13/2020	832560	NorthWestern Energy	General	\$ 38.03	0813489-2
04/13/2020	832560	NorthWestern Energy	General	\$ 5.90	0920801-8
04/13/2020	832560	NorthWestern Energy	General	\$ 11.26	0978917-3
04/13/2020	832560	NorthWestern Energy	General	\$ 12.41	0999807-1
04/13/2020	832560	NorthWestern Energy	General	\$ 6.00	1156527-2
04/13/2020	832560	NorthWestern Energy	General	\$ 5.88	1230066-1
04/13/2020	832560	NorthWestern Energy	General	\$ 5.84	1588262-4
04/13/2020	832560	NorthWestern Energy	General	\$ 0.98	1692666-9
04/13/2020	832560	NorthWestern Energy	General	\$ 1.98	1849408-8
04/13/2020	832560	NorthWestern Energy	General	\$ 7.24	1902257-3
04/13/2020	832560	NorthWestern Energy	General	\$ 50.17	1904944-4
04/13/2020	832560	NorthWestern Energy	General	\$ 43.71	1941243-6
04/13/2020	832560	NorthWestern Energy	General	\$ 5.84	3178260-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/13/2020	832560	NorthWestern Energy	General	\$ 5.88	3477233-5
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.56	0722272-2
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723384-4
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 7.72	0723385-1
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 7.72	0723386-9
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 7.72	0723387-7
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 7.72	0723388-5
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 2.54	0723391-9
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 7.72	0723392-7
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.73	0723393-5
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723394-3
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723395-0
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723396-8
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723397-6
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723398-4
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.94	0723835-5
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 8.13	0723836-3
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 5.85	0723840-5
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 18.33	0723879-3
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.47	0723883-5
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.61	0723885-0
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.59	0881455-0
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 0.98	0971824-8
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 0.50	1045813-1
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 1.32	1265177-4
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 0.74	1312707-1
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ -	1513796-1
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 32.32	1513800-1
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 13.42	1513802-7
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 11.52	1513804-3
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.98	1514388-6
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 6.61	1564209-3
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 1.21	1948667-9
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 1.25	2041362-1
04/13/2020	832560	NorthWestern Energy	Parks Maint	\$ 4.95	2055817-7
04/13/2020	832560	NorthWestern Energy	Public Safety	\$ 13.39	0712532-1
04/13/2020	832560	NorthWestern Energy	Public Safety	\$ 291.93	0720817-6
04/13/2020	832560	NorthWestern Energy	Public Safety	\$ 1,019.33	1183483-5
04/13/2020	832560	NorthWestern Energy	Radio	\$ 157.42	1006915-1
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 7.48	0855404-0
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 39.35	1045820-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 5.84	1242222-6
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 62.47	1738989-1
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 0.84	1797828-9
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 6.90	2047000-1
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 6.73	2047007-6
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 6.73	2047010-0
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 7.28	2047011-8
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 6.99	2047013-4
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 7.24	2047017-5
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 7.24	2047018-3
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 6.85	2047019-1
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 0.61	3590004-2
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 49.69	3648861-7
04/13/2020	832560	NorthWestern Energy	Street/Traffic	\$ 8.51	3660075-7
04/13/2020	832560	NorthWestern Energy	Transit	\$ 563.62	0719225-5
04/13/2020	832560	NorthWestern Energy	Wastewater	\$ 62.45	0723383-6
04/13/2020	832560	NorthWestern Energy	Wastewater	\$ 262.30	0723878-5
04/13/2020	832560	NorthWestern Energy	Wastewater	\$ 10.14	1704025-4
04/13/2020	832560	NorthWestern Energy	Wastewater	\$ 93.72	1704030-4
04/13/2020	832560	NorthWestern Energy	Water	\$ 9.54	0722249-0
04/13/2020	832560	NorthWestern Energy	Water	\$ 2,137.74	0722270-6
04/13/2020	832560	NorthWestern Energy	Water	\$ 5.84	1160807-2
04/13/2020	832560	NorthWestern Energy	Water	\$ 4.14	1346673-5
04/13/2020	832560	NorthWestern Energy	Water	\$ 6.34	1867265-9
04/13/2020	832560	NorthWestern Energy	Water	\$ 338.45	1920951-9 MAR 2020; MONTHLY SERVICE FEES
04/13/2020	832563	PeopleReady Inc	Solid Waste	\$ 3,817.19	Paper picker for the Landfill 25685964/25704411
04/13/2020	832563	PeopleReady Inc	Solid Waste	\$ 7,764.10	Paper picker for the Landfill 25685964/25704411
04/13/2020	832563	PeopleReady Inc	Solid Waste	\$ 1,797.42	Paper Pickers for the Landfill 25719616
04/13/2020	832566	Polydyne Inc	Wastewater	\$ 4,144.40	1444619; CHEMICALS
04/13/2020	832568	Public Utilities	Airport	\$ 6,061.54	136516
04/13/2020	832568	Public Utilities	Facilities	\$ 485.54	158260
04/13/2020	832568	Public Utilities	Wastewater	\$ 9.45	180645
04/13/2020	832571	RDO Equipment	Solid Waste	\$ 221.49	W2647312
04/13/2020	832571	RDO Equipment	Solid Waste	\$ 1,190.40	W2647312
04/13/2020	832571	RDO Equipment	Wastewater	\$ 2,554.08	R1405812; EXCAVATOR RENTAL
04/13/2020	832571	RDO Equipment	Water	\$ 3,831.11	R1405812; EXCAVATOR RENTAL
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 540.00	20 Feb. Rimrock CTC Ancillary
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 100.00	20 Feb. Rimrock CTC Screening
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 210.00	20 Feb. Rimrock Drug Ancillary
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 700.00	20 Feb. Rimrock Drug No. Ins. copays, deduct
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 1,620.00	20 Feb. Rimrock DUI Ancillary

Check Date	Check#	Name	Fund Name	Amount	Item Desc
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 2,201.36	20 Feb. Rimrock DUI No. Ins. copays, deduct
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 100.00	20 Feb. Rimrock DUI Screening
04/13/2020	832572	Rimrock Foundation	Court Grants	\$ 1,375.54	20 Feb. Rimrock ETC No. Ins. copays, deduct
04/13/2020	832576	Schaefer Systems	Solid Waste	\$ 25,254.00	90-100 gallon refuse carts
04/13/2020	832577	Schutz Foss Architects	Facilities	\$ -	Amendment #1 Topographics Survey/Soil Geotech Testing
04/13/2020	832577	Schutz Foss Architects	Facilities	\$ 4,608.00	Police Evidence Expansion Final Design Services - Phase II
04/13/2020	832577	Schutz Foss Architects	Facilities	\$ 78.43	Reimbursable Expenses
04/13/2020	832582	Sletten Construction	Airport	\$ 334,621.58	AIP-63 Terminal Expansion Construction Phase 2 - Federal Share
04/13/2020	832582	Sletten Construction	Airport	\$ 31,453.95	AIP-63 Terminal Expansion Construction Phase 2 - Ineligible Share
04/13/2020	832582	Sletten Construction	Airport	\$ 37,180.18	AIP-63 Terminal Expansion Construction Phase 2 - Local Share
04/13/2020	832582	Sletten Construction	Wastewater	\$ 959,077.35	WO 14-11 Water Reclamation Facility Nutrient; Pmt 33
04/13/2020	832586	St V Occupational Health	Airport	\$ 95.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	City Health Ins	\$ 450.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Fleet	\$ 95.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	General	\$ 1,740.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Public Safety	\$ 330.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Public Safety	\$ 20.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Solid Waste	\$ 290.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Solid Waste	\$ 220.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Street/Traffic	\$ 855.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Transit	\$ 190.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832586	St V Occupational Health	Wastewater	\$ 50.00	Inv. #56533 Drug Testing, On-site Nursing, DOT Physicals
04/13/2020	832592	T W Enterprises Inc	Airport	\$ 2,560.00	Invoice #44363. Annual Required Testing of Generator Loads
04/13/2020	832593	T.W. Clark Const	Public Safety	\$ 35,868.00	Police Evidence Building
04/13/2020	832593	T.W. Clark Const	Tax Increment S	\$ 254,131.21	Police Evidence Building
04/13/2020	832597	ThyssenKrupp Elevator	Airport	\$ 106.00	FY20 Maintenance - IP9 February 2020 - June 2020
04/13/2020	832597	ThyssenKrupp Elevator	Airport	\$ 106.00	FY20 Maintenance - Operations February 2020 - June 2020
04/13/2020	832597	ThyssenKrupp Elevator	Airport	\$ 2,058.00	FY20 Maintenance - Terminal February 2020 - June 2020
04/13/2020	832597	ThyssenKrupp Elevator	Public Safety	\$ 422.71	FIRE1: ELEVATOR MAINT, GOLD, APR-JUN 2020, JOB #US43793
04/13/2020	832601	Town & Country Supply	Fleet	\$ 8,674.50	406769 PO NUM 310169
04/13/2020	832601	Town & Country Supply	Fleet	\$ 5,196.30	406944 PO NUM 310235
04/13/2020	832605	Trojan Technologies	Wastewater	\$ 300,320.00	WO 19-31 WRF UV Equipment Procurement; SLS/10291884 Pmt 2
04/13/2020	832608	Unemployment Ins Contributors	Payroll Clearing	\$ 27,931.14	Unemployment Insurance quarter ending 3/31/2020
04/13/2020	832611	Voegel Acquisitions Inc	Street/Traffic	\$ 1,625.00	inv#406114 spring fertilization on row
04/13/2020	832611	Voegel Acquisitions Inc	Street/Traffic	\$ 1,300.00	inv#409115 spring fertilization on row
04/13/2020	832611	Voegel Acquisitions Inc	Street/Traffic	\$ 5,018.00	inv#409116 spring fertilization
04/13/2020	832611	Voegel Acquisitions Inc	Street/Traffic	\$ 91.00	inv#409117 fertilizing on ROW
04/13/2020	832616	Yellowstone County	General	\$ 46,689.85	Election Charges for Municipal Primary 9-10-2019

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** TEFRA Hearing for Airport Revenue Bonds

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** Finance

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

The City intends to sell tax-exempt private activity bonds to finance the remodel and expansion of the Airport terminal building. In order to sell tax-exempt bonds, the Internal Revenue Service (IRS) requires the governing body to hold a public hearing preceding the closing on the bonds.

A TEFRA (Tax Equity and Fiscal Responsibility Act of 1982) hearing is required by the IRS to provide an opportunity for the public to express their views on the issuance of bonds and the project for which the bonds will fund. However, no action is required by the governing body.

**ALTERNATIVES ANALYZED**

No other alternatives were considered, as there is not action needed, other than to hold a public hearing

**FINANCIAL IMPACT**

Holding the public hearing has no financial impact

**RECOMMENDATION**

Staff recommends City Council hold a public hearing in compliance with 26 CFR § 1.147(f)-1.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Parameters Resolution for the Sale of Airport Revenue Bonds

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** Finance

**Presentation:** No

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**PROBLEM/ISSUE STATEMENT**

The City intends to sell tax-exempt private activity bonds to finance the remodel and expansion of the Airport terminal building, and refinance the 2010B bonds to reduce the interest rate. The 2010B bonds were used to construct the Quick Turn Around Facility at the airport. Prior to the approval of the parameter resolution, a hearing for public comment about the bonds and the airport project was held at the May 11th council meeting. A parameters resolution has been submitted for approval to set the limits for the principal amount, the interest rate and the maturity of the bonds. Once the resolution has been passed, the City can proceed with the bond sale.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve, or;
- Disapprove the parameters resolutions and find another funding source for the projects.

**FINANCIAL IMPACT**

The actual interest rate will be determined at the time of the sale. The

**RECOMMENDATION**

Staff recommends that the City Council approve the resolutions authorizing the issuance of the bonds and setting the bond parameters.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

resolution

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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 AIRPORT REVENUE BONDS, SERIES 2020A (PASSENGER FACILITY CHARGE SUPPORTED) AND AIRPORT REVENUE REFUNDING BONDS, SERIES 2020B (CUSTOMER FACILITY CHARGE SUPPORTED); AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on May 11, 2020, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: \_\_\_\_\_  
\_\_\_\_\_; voted against the same: \_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_ day of May, 2020.

(SEAL)

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO AIRPORT REVENUE BONDS,  
SERIES 2020A (PASSENGER FACILITY CHARGE  
SUPPORTED) AND AIRPORT REVENUE REFUNDING  
BONDS, SERIES 2020B (CUSTOMER FACILITY CHARGE  
SUPPORTED); AUTHORIZING THE ISSUANCE AND  
PRIVATE NEGOTIATED SALE THEREOF

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Recitals; Prior City Actions.

1.01. The City pursuant to Montana Code Annotated, Title 67, Chapter 11, Parts 1-4 as amended (the "Act"), and other laws of the State of Montana, has established and presently owns and operates certain airport facilities commonly known as Billings Logan International Airport (the "Airport"). The Council has elected to exercise the powers of an airport authority under the Act. Under the provisions of the Act, the City is authorized to issue and sell its revenue bonds to provide funds for any of its corporate purposes related to the Airport and to refund its revenue bonds issued for such purpose.

1.02. Pursuant to the Act, the City has determined that it is necessary and desirable to undertake the expansion and reconfiguration of the existing Airport terminal, including the design, construction and equipping of a new TSA screening area, eight new terminal gates and hold rooms, food and gift concessions facilities, security data systems, public use areas and related improvements (the "Airport Project"). The total cost of the Airport Project is estimated to be \$60 million.

It is hereby determined that it is in the best interests of the City to issue its Series 2020A Bonds (as hereinafter defined) in order to finance eligible costs of the Airport Project. The principal and interest on the Series 2020A Bonds would be payable from revenues received by the City from passenger facility charges imposed by the City in accordance with Title 14, Code of Federal Regulations, Part 158 as approved by the Federal Aviation Administration pursuant to passenger facility charge applications ("Passenger Facility Charges") and by Net Revenues of the Airport. The remaining costs of the Airport Project will be paid for with a combination of grant funding and airport revenues on hand and available therefor.

1.03. Pursuant to the Act and Resolution No. 10-18970 of the City adopted by the Council on July 26, 2010, as amended and supplemented by Resolution No. 10-19005 of the City adopted by the Council on October 4, 2010 (together, the "Resolution"), the City issued its Airport Revenue Bonds, Series 2010B (Customer Facility Charge Supported), in the original aggregate principal amount of \$6,525,000 (the "Series 2010B Bonds"). Proceeds of the Series 2010B Bonds were used to finance costs of the design, construction and equipping of a car wash and maintenance facility at the Airport for use by rental car concessionaires (the "Quick Turn Around Facility").



The Series 2010B Bonds with stated maturities on or after July 1, 2021 (the “Refunded Bonds”) are subject to redemption on and after July 1, 2020. The Refunded Bonds are outstanding in the aggregate principal amount of \$3,985,000. For the purposes of reducing the interest cost on the Refunded Bonds, it is hereby determined that it is in the best interests of the City to issue its Series 2020B Bonds (as hereinafter defined) in order to refund the Refunded Bonds. The principal and interest on the Series 2020B Bonds would be payable from charges imposed on automobile rentals at the Airport pursuant to Ordinance No. 10-5515 of the City, approved by the Council on June 28, 2010, as amended or supplemented (“Customer Facility Charges”), and by Net Revenues of the Airport.

## Section 2. Public Hearing; Authorizations.

2.01 On May 11, 2020, the City held a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended. All persons who appeared were afforded an opportunity to express their views with respect to the Airport Project, the refunding of the Refunded Bonds and the use of the proceeds of the Series 2020 Bonds.

2.02 It is hereby determined that it is in the best interests of the City to pursue the sale of its Airport Revenue Bonds, Series 2020A (Passenger Facility Charge Supported) (the “Series 2020A Bonds”) for the purpose of financing eligible costs of the Airport Project, funding a deposit to a debt service reserve account for the Series 2020A Bonds, and paying costs of issuance of the Series 2020A Bonds, as determined by the officers of the City identified pursuant to, and subject to the limitations set forth in, Section 4 hereof.

It is hereby determined that it is in the best interests of the City to pursue the sale of its Airport Revenue Refunding Bonds, Series 2020B (Customer Facility Charge Supported) (the “Series 2020B Bonds”) for the purpose of refunding the Refunded Bonds, funding a deposit to a debt service reserve account for the Series 2020B Bonds, and paying costs of the refunding and costs of issuance of the Series 2020B Bonds, as determined by the officers of the City identified pursuant to, and subject to the limitations set forth in, Section 4 hereof.

## Section 3. Negotiated Sale and Terms.

3.01. This Council hereby determines that it would be in the best interests of the City to sell the Series 2020 Bonds through private negotiated sales to one or more financial institutions (the “Purchaser(s)”).

3.02. The Series 2020A Bonds shall be sold to the Purchaser(s) on terms within the following limitations and conditions: (1) the maximum aggregate principal amount of the Series 2020A Bonds, exclusive of original issue discount or premium, shall not exceed \$37,500,000; (2) the maximum true interest cost on the Series 2020A Bonds shall not exceed 5.0%; and (3) the final stated maturity of the Series 2020A Bonds shall not be later than 25 years from their date of issuance.

The Series 2020B Bonds shall be sold to the Purchaser(s) on terms within the following limitations and conditions: (1) the maximum aggregate principal amount of the Series 2020B Bonds, exclusive of original issue discount or premium, shall not exceed \$3,985,000; (2) the

maximum true interest cost on the Series 2020B Bonds shall not exceed 3.25%; and (3) the final stated maturity of the Series 2020B Bonds shall not be later than the final stated maturity of the Refunded Bonds.

The forms of the Series 2020 Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Council. All costs of issuing the Series 2020 Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the paying agent and registrar, rating agency fees, underwriter fees, municipal advisor fees, preliminary and final Official Statement costs, and the costs of printing the Series 2020 Bonds) shall be paid by the City.

3.03. The City Administrator and the City Finance Director, with the advice of Baker Tilly Municipal Advisors, LLC, municipal advisor to the City ("BakerTilly"), are hereby authorized and directed to select the Purchaser(s) of the Series 2020 Bonds, to determine whether sales of the Series 2020 Bonds shall be pursuant to a public offering and/or a private placement, and to approve the principal amounts, purchase prices, maturity dates, interest rates and redemption provisions of the Series 2020 Bonds, subject to the limitations contained in this Section 4. Upon approving such terms, the City Administrator and City Finance Director are hereby authorized to approve, execute and deliver to the Purchaser(s) a bond purchase agreement or other commitment agreement (the "Bond Purchase Agreement"), containing the agreement of the City to sell, and the agreement of the Purchaser(s) to purchase, the applicable Series 2020 Bonds on the terms so approved, and containing such other provisions as such officers shall deem necessary and appropriate. In the event of the absence or disability of the City Finance Director and/or City Administrator, the Mayor and/or the Assistant City Administrator shall make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by appropriate officers of the City of the Bond Purchase Agreement shall be conclusive as to the approval of such officers of the terms of the Series 2020 Bonds and the agreement of the City to sell the Series 2020 Bonds on such terms in accordance with the provisions thereof.

Section 4. Official Statement. If a sale of the Series 2020 Bonds is made pursuant to a public offering, the City Finance Director, in consultation with the Purchaser(s), the City's municipal advisor and the City's bond counsel, is authorized to prepare on behalf of the City an Official Statement, to be distributed by the Purchaser(s) to prospective investors with respect to the Series 2020 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Series 2020 Bonds. The City Finance Director is authorized on behalf of the Council to deem the preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 5. Continuing Disclosure. If a sale of the Series 2020 Bonds is made pursuant to a public offering and to permit the Purchaser(s) and other participating underwriters in the primary offering of the Series 2020 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2020 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of any such undertaking will be set forth in the preliminary Official Statement.

Section 6. Defined Terms. Capitalized terms used in this resolution but not otherwise defined shall have the respective meanings given such terms in the Resolution.

Section 7. Effective Date. This resolution shall become effective immediately upon adoption by the Council.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this  
11th day of May, 2020.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Public Hearing & Action on Consolidated and Annual Action Plans and CDBG & HOME Budget Allocations

**PRESENTED BY:** Brenda Beckett

**Department:** Planning & Community Services

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

The City Council is scheduled to hold a public hearing on the five-year Consolidated Plan and the FY2020-2021 Annual Action Plan and the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program funding. The public hearing is a mandatory condition to receive U.S. Department of Housing and Urban Development (HUD) entitlement funding. City Council action is needed to approve the five-year Consolidated Plan and the Annual Action Plan and budget recommendations in preparation for HUD submission (see Attachment A).

The City of Billings was informed on April 9 it is receiving an additional \$386,973 in Community Development Block Grant funding for grants to prevent, prepare for and respond to the COVID-19 outbreak in our community. This funding is coming through the CARES Act passed by Congress in April. The City will still need to follow all federal requirements, but there are some waivers on the timing and public noticing for action on the funding process. City Community Development staff met with RiverStone Health staff several times in April to discuss both short term and long term efforts to mitigate COVID-19 in the community that the funding might be applied to. Specific projects or programs are still being evaluated, but staff plans to bring recommendations for consideration at this meeting to ensure the process moves as quickly as possible and the funds may provide the greatest impact for our community. RiverStone staff, City staff and the Community Development Board have worked to be creative and forward thinking in this situation where there may be some long lasting support needed in our community response to COVID-19.

**ALTERNATIVES ANALYZED**

City Council may:

- Hold a public hearing and approve the five-year Consolidated Plan, the Annual Action Plan, and the allocation of CDBG and HOME funding as recommended by Staff and the Community Development Board.
- Hold a public hearing and approve the five-year Consolidated Plan, the Annual Action Plan, and the allocation of CDBG and HOME funding based on alternative funding strategies as determined by the City Council (please refer to the Funding Allocation Requirements section of this Council memo).
- Not hold a public hearing and do not approve five-year Consolidated Plan, the Annual Action Plan, and the allocation of CDBG and HOME funding and return funding to HUD.

**FINANCIAL IMPACT**

Staff anticipates an allocation of \$657,820 in new CDBG and \$349,144 in HOME funding to the City of Billings for use in affordable housing and other projects benefiting low income residents for FY2020-2021. Additional CDBG and HOME funding is anticipated through loan repayments in programs such as First Time Home Buyer and Housing Rehabilitation. Additional CDBG funding of \$386,973 from the CARES Act to respond to COVID-19 is also available. The Corporation for National and Community Service also has awarded the City of Billings \$797,248 in federal funds to support the Billings Metro VISTA Project contingent on the City's CDBG allocation supporting the program.

Estimated federal revenues for CDBG and HOME programs and Staff / Community Development Board recommendations are attached (Attachment B). Recommendations comply with funding limitation requirements. Any program income received will be allocated on a close-and shovel-ready basis in previously approved programs, such as First Time Home Buyer, Housing Rehabilitation, Foreclosure Acquisition / Rehabilitation, Affordable Housing Development, and the Billings Metro VISTA Project.

## **BACKGROUND**

### **Introduction**

The five-year Consolidated Plan is required for participation by the City of Billings in HUD programs; CDBG and HOME. The purpose of the Consolidated Plan is to identify the housing and community development needs of low-income households in Billings and develop strategies for addressing those needs in a comprehensive, coordinated manner utilizing available federal and non-federal resources. The Plan addresses current housing needs and the priorities identified in the Plan's Housing Needs Assessment, Market Analysis and the Analysis of Impediments to Fair Housing Choice as required by HUD. Assessment and analysis documents can be viewed online at [www.CityofBillings.net/CDreports](http://www.CityofBillings.net/CDreports).

The Consolidated Plan and Annual Action Plan can be viewed online at: <https://ci.billings.mt.us/2006/Consolidated-Plan-Annual-Action-Plan>

The City is also required to prepare and submit Annual Action Plans in alignment with priority needs identified in the five-year Consolidated Plan. The Community Development Board has completed the public input process and funding allocation recommendations for the Consolidated and Annual Action Plans.

### **Procedural History**

The City of Billings has been a recipient of CDBG funds since the mid-1970s and HOME funds since the early 1990s (approximately \$46 million). These funds have been provided and monitored by the federal government and must be primarily targeted to address community affordable housing for low income citizens and poverty-impact needs in Billings.

To allocate CDBG and HOME resources, the Community Development Division and Board facilitated an extensive process to gather public input on the use of federal funds. Applications were available at the beginning of December and due at the end of January. Applications were then forwarded to the Community Development Board and recommendations were prepared for City Council consideration. The Board had originally planned to make its recommendations at its April meeting, but the COVID-19 outbreak required delays in some meetings while staff found ways to conduct virtual meetings and accommodate public participation. The Community Development Board rescheduled its meeting and prepared recommendations for the use of CDBG and HOME funds on May 5 during the Board's routine monthly meeting.

The City Council public hearing is required by HUD and is part of a 30-day minimum public comment period beginning March 28 and extending through May 11. The City Council is also scheduled to act on the CDBG and HOME programs during the May 11 meeting. The Annual Action Plan will then be submitted to HUD for review and, pending HUD approval, the program year will begin July 1.

### **Funding Allocation Requirements**

Allocation recommendations conform to pre-determined spending requirements on several categories including: CDBG and HOME administration caps (maximum of 20% and 10% of new funding respectively); public service caps (up to 15% of new CDBG funding); and Community Housing Development Organizations (at least 15% of new HOME funding). Changes made out of compliance with federal spending requirements would place the City's entitlement status for federal funds at risk.

The allocation of funding is restricted by eligibility requirements for CDBG and HOME and must meet pressing citywide community needs as identified in the Consolidated Plan: affordable housing, housing choice, and poverty-impact. HUD policy prohibits the use of federal funds to supplant local government funds on projects communities typically underwrite, regardless of whether federal grant dollars are available.

### **FY2020-2021 Budget Recommendations**

CDBG budget recommendations include the following:

- Administration set at the maximum cap; \$131,564.
- Housing Rehabilitation program support totaling \$50,000.
- Foreclosure Acquisition / Rehabilitation support totaling \$100,000.
- VISTA program support set at \$75,000, which will leverage nearly \$800,000 in grant funds from the Corporation for National and Community Service.
- \$235,000 in new FY2020-2021 funding and an additional \$150,000 in current FY2019-2020 CDBG revenue to support infrastructure development at the C & C Community, Inc. manufactured home park, facilitated by NeighborWorks Montana. The organization has committed over \$1.2 million to acquire the property to support 60 units of affordable housing and the home owners in the park are committing \$10,000 towards this phase of infrastructure development.
- Remaining CDBG funds will be allocated to the First Time Home Buyer program; \$66,256.
- Recommendations of allocation of the additional CDBG funds to respond to COVID-19 will be provided to the Council in advance of the May 11 meeting, but were not drafted at the time this memo was prepared.

HOME budget recommendations include the following:

- Administration set at the maximum cap; \$34,914.
- 15% of new HOME program funding set aside for Community Housing Development Organizations - as per federal regulation; \$52,372.
- Remaining HOME funds will be allocated to the First Time Homebuyer Loan Program; \$261,858.

Staff will be required to adjust the funding amounts allocated to each program if and when HUD notifies the City of grant awards. New CDBG and HOME funding and incoming revenues will be ultimately allocated on a close- and shovel-ready basis in order to ensure timely use of federal funds.

**Program Income:** Additional program income and revenues received from loan repayments will be allocated on a close / shovel-ready basis in previously approved programs. Program income must be allocated, committed and expended prior to drawing CDBG and HOME entitlement funds as per federal requirement.

**Public Comment:** Comments of the speakers at the public hearings may relate to funding amounts awarded, activities prioritized for funding with lower federal revenue allocations, and general comments regarding the Annual Action Plan for FY2020-2021.

**Proposed Program Elimination:** Over the past several years, federal budgets have included the proposed elimination of CDBG, HOME and AmeriCorps VISTA. If federal funding programs are reduced or eliminated, the City's federal Community Development programs would also be reduced or eliminated. However, while some budgets proposed by the current Administration have proposed severe cuts or elimination of CDBG, HOME and AmeriCorps VISTA, Congress has continued to ultimately fund the programs at varying levels in each of the past annual Federal budgets. Staff continues to annually monitor the budget process in Washington, DC.

## STAKEHOLDERS

Stakeholders for CDBG and HOME programs include:

1. Program Recipients - The City serves low income households through a variety of affordable housing programs such as home repair, home buyer, etc. Full descriptions of available programs can be found online at [www.CityofBillings.net/comdev](http://www.CityofBillings.net/comdev).
2. The Community Development Board - As an advisory body to the City Council, the Board provides detailed oversight to both the CDBG and HOME programs throughout the year. The Board also facilitates a public input process to prepare recommendations for the City Council consideration. Six of nine total Community Development Board members are representatives of low-income neighborhoods either by residence or task force delegation, ensuring low-income citizen involvement of planning and allocation processes.
3. Neighborhood Task Forces - Task forces have historically been consulted regarding housing and neighborhood programs relative to community need. Funding recommendations are in alignment with task force priorities including emphasis on housing programs.
4. Non-Profit Organizations - Community organizations serving those experiencing poverty are supported by the Billings Metro VISTA Project. AmeriCorps VISTA members assist in the provision of needed services to those in need.

## CONSISTENCY WITH ADOPTED POLICIES OR PLANS

**Consolidated Plan:** Projects proposed are consistent with the goals and priorities of the five-year Consolidated Plan for the use of CDBG and HOME resources in Billings. The following strategies are proposed for approval by the City Council in the Consolidated Plan to address Billings' housing and community development needs:

- Create, preserve, and expand affordable housing options.
- Neighborhood Revitalization: Foreclosures.
- Impact Poverty.

Additional information regarding each strategy is located in the drafted five-year Consolidated



Plan and the Annual Action Plan; Attachment A. The Consolidated Plan, including the Housing Needs Assessment and Market Analysis, Analysis of Impediments to Fair Housing Choice, and the drafted plans can be found online: [www.CityofBillings.net/conplan](http://www.CityofBillings.net/conplan).

## **SUMMARY**

City staff and the Community Development Board have made recommendations for CDBG and HOME budgets and the five-year Consolidated Plan and Annual Action Plan is ready for Council adoption. The City Council is asked to consider public input received and make a final decision on the Consolidated and Annual Action Plans and accompanying CDBG and HOME budget.

## **RECOMMENDATION**

The Community Development Board recommends the City Council conduct a public hearing and approve the FY2020-2024 Consolidated Plan and the FY2020-2021 Annual Action Plan and budget allocations.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

- B - FY2020-2021 Revenues and Recommendations
  - C - CD Board Recommendation Memo - C&C Community
  - D - C&C Development Agreement
  - E - Allocation and Funding History
  - F - Drafted Analysis of Impediments
-

**COMMUNITY DEVELOPMENT DIVISION**  
Revenue & Recommended Budget FY2020-2021

	CDBG	HOME	Totals
HUD Entitlement Grant - Confirmed	<b>\$657,820</b>	<b>\$349,144</b>	\$1,006,964
20% Cap on CDBG / 10% on HOME Admin	<b>\$131,564</b>	<b>\$34,914</b>	\$166,478
15% CDBG Public Service Cap	<b>\$98,673</b>	-	\$98,673
15% HOME CHDO Allocation Minimum	-	<b>\$52,372</b>	\$52,372
CDBG Available for Home Repair & Buyer	\$427,583	-	\$427,583
HOME Available for Home Buyer	-	\$261,858	\$261,858

*Staff Budget Recommendations - CD Board Recommendations on April 7, 2020*

Budget Estimates	CDBG	HOME	New \$ Totals
CDBG Administration	<b>\$131,564</b>	-	\$131,564
VISTA Administration (Public Service)	\$75,000	-	\$75,000
HOME Administration	-	<b>\$34,914</b>	\$34,914
Set-Aside for CHDOs	-	<b>\$52,372</b>	\$52,372
Affordable Housing - NeighborWorks	\$235,000	\$0	\$235,000
First Time Home Buyer Program	\$66,256	\$261,858	\$328,114
Housing Rehabilitation Loan Program	\$50,000	-	\$50,000
Manufactured Home Repair	\$0	-	\$0
Foreclosure Acquisition Rehab	\$100,000	-	\$100,000
<b>Total Allocated</b>	<b>\$657,820</b>	<b>\$349,144</b>	
<b>Estimated \$ Available</b>	<b>\$657,820</b>	<b>\$349,144</b>	
<b>Difference</b>	<b>\$0</b>	<b>\$0</b>	

**NeighborWorks MT Request - \$382,560**

**March 3 - Presentation & Site Visit**

**NeighborWorks MT Recommendation**

**FY19-20 Revenue \$150,000**

**FY20-21 CDBG \$235,000**

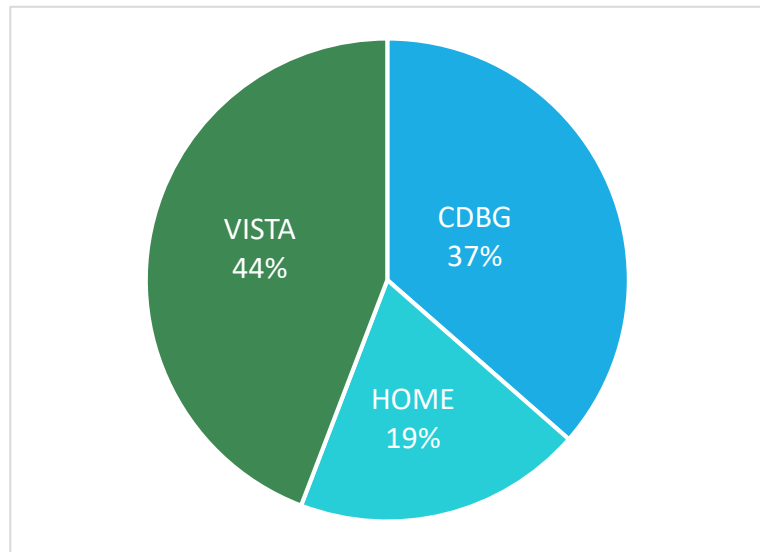
**TOTAL \$385,000**

**AmeriCorps VISTA Grant Allocation**

Direct 18-Month VISTA Grant	\$539,348
CNCS Member Support	\$257,900
<b>Total CNCS \$</b>	<b>\$797,248</b>

**Total Community Development Budget**

CDBG	\$657,820	36%
HOME	\$349,144	19%
VISTA	\$797,248	44%
<b>Total Budget</b>	<b>\$1,804,212</b>	<b>100%</b>





## COMMUNITY DEVELOPMENT DIVISION

### Affordable Housing Development Program

2825 3<sup>rd</sup> Avenue North, Billings, MT 59101

406.657.3045

Fax: 406.294.7595

[www.ci.billings.mt.us/chdo](http://www.ci.billings.mt.us/chdo)

DATE: May 11, 2020  
TO: Community Development Board  
TITLE: NeighborWorks Montana C & C Resident Owned Community Infrastructure Project  
DEPARTMENT: Planning & Community Development Division  
PRESENTED BY: Dina Harmon, Community Development Program Coordinator

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#### **ISSUE STATEMENT**

On January 03, 2020 an Affordable Housing Development Program application was submitted by NeighborWorks Montana requesting \$382,560 in Community Development Block Grant (CDBG) funding.

NeighborWorks Montana proposes to complete infrastructure improvements within the C & C manufactured home Resident Owned Community (ROC) located in the Southwest Corridor neighborhood. The C & C manufactured home community is located at 307 South Billings Boulevard.

CDBG funding can be committed utilizing FY20-21 new CDBG funds and program income. Committing \$385,000 would allow the City to remain in compliance with CDBG timeliness requirements and provide additional funding to accommodate staff time and contingencies.

#### **ALTERNATIVES ANALYZED**

- 1) Approve funding for the proposed project, with or without conditions. A funding allocation to support this new infrastructure project would assist the City in meeting affordable housing needs while ensuring compliance for timeliness deadlines through FY 20-21;
- 2) Not approve funding for the project. NeighborWorks Montana would need to secure additional conventional financing to complete the project, increasing costs passed on to the current residents, or the project would not move forward.

#### **FINANCIAL IMPACT**

An adverse financial outcome to the City is not anticipated and the commitment of these funds will help the City to meet the federal timeliness requirement. The project cost will not result in an increase in lot rents for the C & C Community Residents. Furthermore, residents of the C & C Resident Owned Community now have a true homeownership opportunity that will provide safe and decent housing with the infrastructure improvements as well as allow homeowners to build assets.

There are ongoing affordability covenants/restrictions running with the property entitling the homeowners with membership interest to vote in the operations. Budgeting is a small fixed amount which will remain the same over time for future homeowners and not be subject to appreciation based on the market.

#### **PROCEDURAL HISTORY**

- **April 2019:** The Resident Owned Community was formed as a public benefit non-profit for the purpose of purchasing/converting the manufactured home park to a Resident Owned Community.

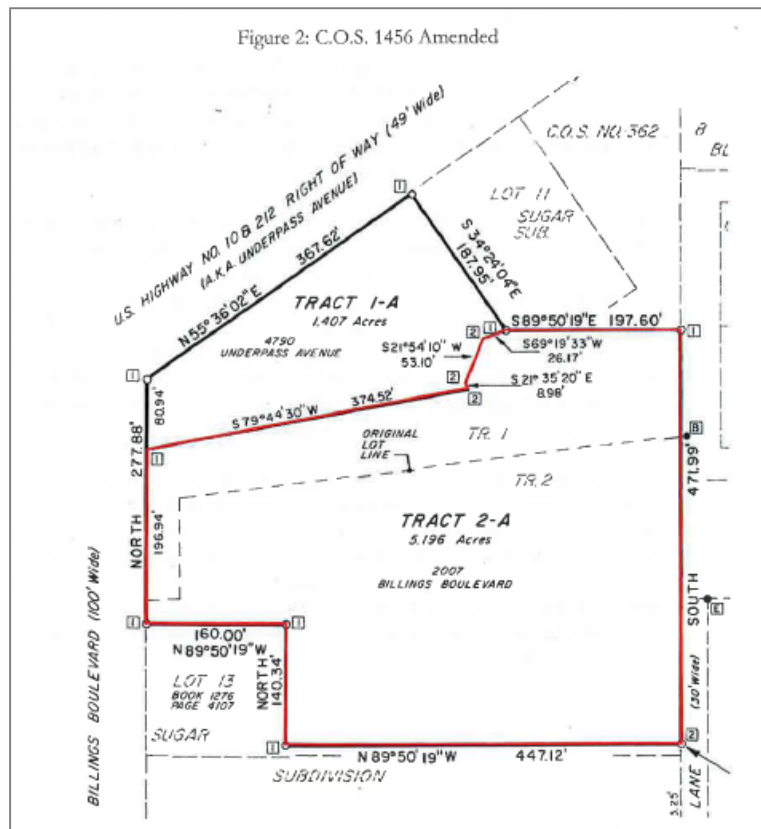
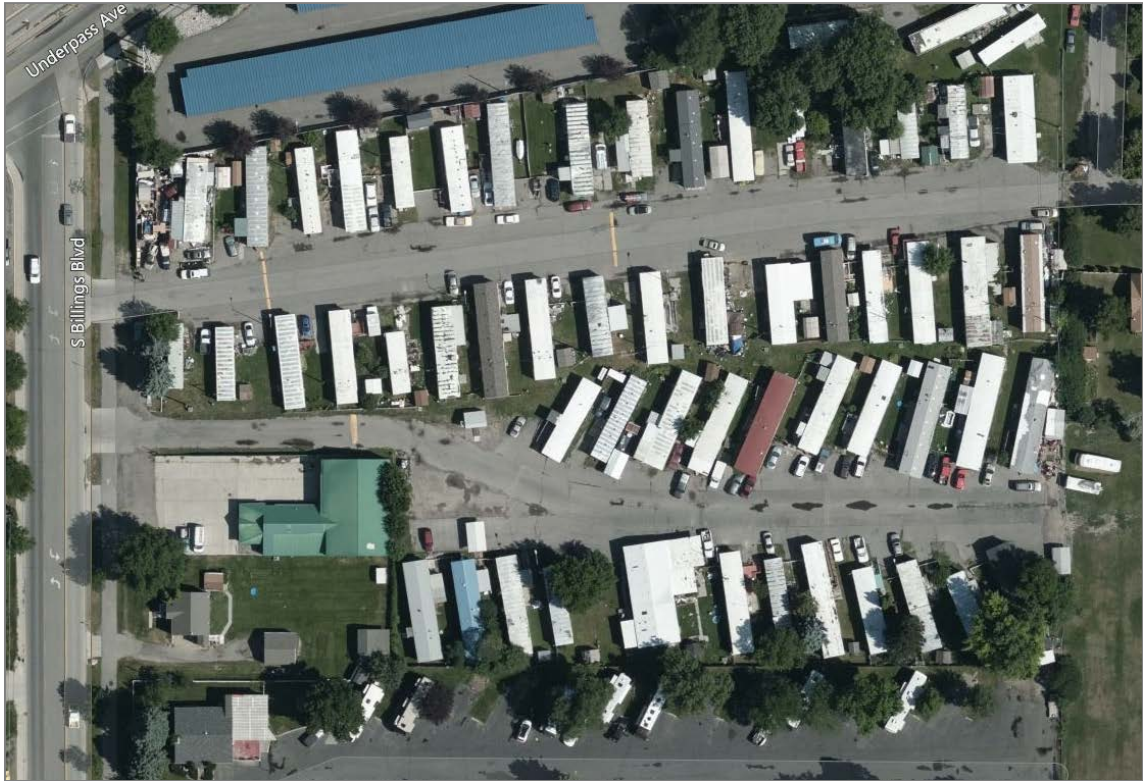
- **January 3, 2020:** NeighborWorks Montana submitted an Affordable Housing Development Program application to the City's Community Development Division requesting \$382,560 in CDBG funding for infrastructure improvements.
- **February 18, 2020:** Staff sent a memo detailing the project to the Community Development Board.
- **March 3, 2020:** NeighborWorks Montana staff reviewed the project with the Community Development Board during their regular monthly meeting.
- **May 5, 2020:** The Community Development Board made a funding recommendation on the project for submission to the City Council.
- **May 11, 2020:** The City Council will review the Consolidated and Annual Action Plans with budget recommendations for all programs, including the C & C Community infrastructure project.



## PROJECT REVIEW

**Location:** The property is located within the Billings city limits in the Southwest Corridor area. The property is located near the intersection of South Billings Boulevard and Underpass Avenue at 307 South Billings Boulevard. The property is a 5.196-acre tract of land. It is served by municipal water and sanitary sewer systems, minimal on-site storm drainage system, private utilities, and irrigation water from the adjacent Suburban Ditch along the west side of the property.

The manufactured home park was constructed in the 1950s and was originally configured to accommodate 100 lots. It was configured to the current 60 spaces in the 1970's when manufactured homes became larger.

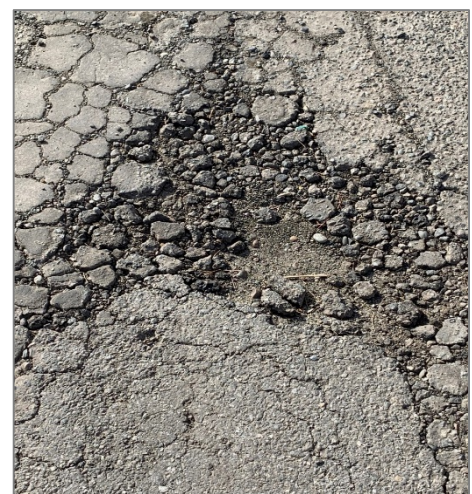




**Units:** There are 60 lots in the C & C Community. One lot is currently vacant and one two section home is occupying two lots for a total of 58 occupied lots.



**Improvements Needed:** A complete Property Condition Assessment and Report was completed by Sanderson Stewart. Due to the 70+ years of use, degradation of the property has occurred to the infrastructure features. The project will consist of replacement of all asphalt paving, storm drainage improvements, and installation of two fire hydrants. There are signs indicative of subsurface pavement failures, which would require additional excavation of gravel/subgrade below the pavement surface.





**Organizational Strengths:** NeighborWorks Montana staff has significant experience in affordable housing development, specifically in Resident Owned Communities, to bring forth successful projects. Organization staff will be working with Sanderson Stewart to provide construction oversight, construction administration, administration of funding and supervision to C & C Community.

Through NeighborWorks Montana Resident Owned Community Program, they have helped homeowners purchase and successfully manage their manufactured home parks. They have helped eleven resident owned communities form in Montana with 425 homes, attracting over \$12.3 million in acquisition financing and \$7 million in infrastructure investment. Staff has extensive knowledge, experience, and formal education to ensure the long term viability of the project. NeighborWorks Montana has the financial capacity to oversee and fund the proposed development.



**Financial Plan:** Sources of funds to complete the infrastructure project financing to date are as follows:

C & C Community Inc. Equity	\$10,000
City of Billings CDBG Funds Requested	\$382,560
<b>Total Sources:</b>	<b>\$392,560</b>

**CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

City staff drafted the five-year Consolidated Plan and the following key findings were identified as a result of a Housing Needs Assessment, Market Analysis and an Analysis of Impediments to Fair Housing Choice. Priority needs and strategies have been identified in the five-year Consolidated Plan and include affordable housing and poverty impact.

- **Housing Cost Burden:** One of the most significant housing issues in Billings is cost burden. Over 80% of low-income households have been paying greater than 30-50% of their income for housing costs. Minorities are disproportionately impacted by housing cost burden including Black / African American, Asian, Native American, and Hispanic families.
- **Affordable Housing Availability:** While there are an adequate number of housing units in Billings to accommodate the population, there is a housing deficit of over 4,700 units for households with incomes

less than 30% of the area median income. There are also over 6,200 households on the Housing Authority of Billings waiting lists. Over 2,000 people are waiting for single-person housing. Housing costs are also the most significant factor in rental housing choice for both renters and homeowners.

- **Homeownership:** Racial and ethnic minorities have a low homeownership rate than the White population (67%) in Billings. The Black cohort has the lowest homeownership rate at 16% followed by Native Americans at 31%. Thirty-three percent of the Hispanic cohort are homeowners.

## **STAKEHOLDERS**

- NeighborWorks Montana made a presentation to the C & C Community, Inc. on December 14, 2019. C & C Community members were supportive of the infrastructure project.
- Low income families and individuals in the community, as the project is targeted to families and individuals under 80 percent AMI.
- Surrounding property owners would benefit from a neighboring community that is safer with good curb appeal

## **SUMMARY**

An overall review of the application reveals the project is consistent with similar projects the City has funded in the past. The subsidy amount per lot is \$6,378 which is within limits and considered reasonable gap financing required to ensure long term project viability. C & C Resident Owned Community, Inc. has committed \$10,000 in equity towards overall project costs and has also invested \$1.2 million to transfer ownership of the property to the residents. The project is also consistent with the City's Consolidated Plan.

There is a demonstrated need for affordable single-family units, as evidenced through data from the City's recent Housing Needs Assessment, Market Analysis and the Analysis of Impediments to Fair Housing Choice. NeighborWorks Montana has extensive experience, both in developing and managing affordable housing projects, and they are knowledgeable about CDBG program requirements.

## **RECOMMENDATION**

Staff and the Community Development Board recommends the Community Development Board approve \$385,000 in funding for NeighborWorks Montana to complete infrastructure improvements within the C & C manufactured home community.



Community Development Block Grant (CDBG) Program

**DEVELOPMENT AGREEMENT**

*Between:*

**City of Billings**  
**A Montana Municipal Corporation**  
**whose address is**  
**P.O. Box 1178, Billings, Montana 59103**  
**(the “City”)**

*And*

**NeighborWorks Montana (“Subrecipient”)**

*For:*

**C & C Manufactured Home Community Infrastructure Project**

This Development Agreement (the “Agreement”), entered this 11<sup>th</sup> day of May, 2020, by and between, **NeighborWorks Montana**, as subrecipient (the “Subrecipient”) of Community Development Block Grant (“CDBG”) funds, and the **City of Billings**, as the grantee (the “Grantee”) and provider of such funds pursuant to a CDBG award, for the project entitled **C & C Manufactured Home Community Infrastructure Project**, (the "Project"), made by the City of Billings’ Community Development Division under provisions of Title I of the Housing and Urban Development Act of 1974, as amended (the “Act”). It is mutually agreed that no funds will be disbursed prior to the date of the execution of this Development Agreement (the “Agreement”). This Agreement will remain in effect as long as the Subrecipient has control over CDBG funds, including program income, or assets including real property acquired with funds dispersed under the Grant.

Any provisions contained herein which are found to be inconsistent with the Act, federal, state or local laws, and implementing regulations, will be deleted or appropriately modified as directed by Community Development staff and in no case shall any such inconsistency, whether remedied or not, impair the remainder.

**1. PURPOSE**

The purpose of this written Agreement is to provide CDBG funding to the Subrecipient for their use in carrying out project activities described in the application and approved under the City’s Community Development Block Grant (CDBG) Program. Funding allocations are as follows: \$150,000 CDBG revenue received by the City in FY2019-2020; \$235,000 in new CDBG entitlement allocations for FY2020-2021. The FY2020-2021 U.S. Department of Housing and Urban Development (HUD) allocation is dependent on federal Consolidated / Annual Action Plan approval. Other City revenues may be utilized in place of this allocation.

Under this Agreement, the Grantee is still responsible for the overall administration and monitoring of the use of CDBG funds in accordance with program requirements.

**2. APPLICATION INCORPORATED BY REFERENCE**

The Subrecipient’s application for CDBG assistance (copy attached) is incorporated into this Agreement by this reference and the representations made in the application are binding upon the Subrecipient.

**3. NATIONAL OBJECTIVE COMPLIANCE / ELIGIBILITY**

The Subrecipient certifies that the activities carried out with CDBG funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives as defined in 24 CFR Part 570.208. The City and Subrecipient agree this Public infrastructure – Low-Income Housing Benefit project is eligible under CDBG Matrix Code 03K, Street Improvements.

CDBG assistance shall be utilized for design, plans and specifications development, and construction of infrastructure required to support the development of affordable housing. The Subrecipient must ensure adherence to the CDBG 51% low-income benefit restrictions for the area serviced by the new

infrastructure. The Subrecipient will provide necessary documentation to the City of the Subrecipient’s compliance with this requirement.

The Subrecipient agrees all Contracts entered into by it for the completion of the activities described in Section 4 – SCOPE OF WORK of this Agreement will contain special provisions requiring Contractors to comply with all applicable federal, state and local requirements.

The Subrecipient expressly agrees to repay to the City any funds provided to the Subrecipient under this Agreement for which the Subrecipient, its subcontractors or subrecipient entities, or any public or private agent or agency to which it delegated authority to carry out portions of this Agreement in violation of the terms of this Agreement or the federal and state statutes and regulations governing the CDBG Program.

**4. SCOPE OF WORK**

The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee consistent with any standards and CDBG requirements as a condition of providing these funds. The Subrecipient will engage in the activities set forth in the Subrecipient’s application for CDBG assistance.

***Property Location / Description:***

**Tax ID:** D01558  
**Geocode:** 03092709201090000  
**Property owner:** C & C Community Inc.  
**Certificate of Survey:** 1456  
**Tract:** 2A  
**Legal description:** S09, T01 S, R26 E, C.O.S. 1456, PARCEL 2A, LESS CS 3711 AREA A (20)  
**Address:** 307 SOUTH BILLINGS BLVD

***The major components of the project include:***

*Design, prepare plans and specifications, and construct infrastructure improvements for the entire manufactured home community, C & C Community, Inc., which is a resident-owned community located within the city limits of Billings, Montana. The Project includes asphalt paving, improved drainage, and installation and connection of fire hydrants as recommended by the engineer’s Property Condition Report. The scope of work is to be clearly defined within any and all contracts between the Subrecipient and contractors and subcontractors.*

**5. PROJECT SCHEDULE / LEVELS OF PERFORMANCE**

Each level of performance below includes time periods for performance. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks as outlined below:

Activity	Estimated Timeline
Design, or contract for the design of, infrastructure improvements for the entire manufactured home community, C & C Community, Inc. To include asphalt paving, improved drainage, and fire hydrants as recommended by the engineer’s Property Condition Report. Provide proof of design contract(s); insurance certificates; bonding; etc.	<b>May 31, 2020</b>
Prepare, or contract for the preparation of, infrastructure improvement plans and specifications recommended by the engineer’s Property Condition Report. Provide proof of plan / design contract(s); insurance certificates; bonding; etc.	<b>July 15, 2020</b>
Construct, or contract for the construction of, infrastructure improvements recommended by the engineer’s Property Condition Report. Provide proof of construction contract(s); permits; insurance certificates; bonding; final inspection; etc.	<b>August 1, 2020</b>
Infrastructure will be completed in accordance with federal, state and local laws, ordinances, and regulations and must demonstrate sound engineering processes.	

6. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient against goals and performance standards as stated in this Agreement, including data reporting on a quarterly and annual basis. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated.

7. PERSONNEL ASSIGNED TO SCOPE OF WORK

The Subrecipient shall assign the following staff as Key Personnel to this project:

Staff Member / Title	General Project Duties	Time Allocation
Kaia Peterson, Executive Director	Compliance	5%
Kevin Lee, Chief Financial Officer	Compliance / Accounting	10%
Danielle Maiden, ROC Program Manager	Project Oversight	5%
Mary Lou Affleck, Project Dev. Coordinator	Project Coordinator	20%

8. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Agreement becomes effective upon execution of this Agreement by all parties and will terminate upon completion of the final project closeout by the City.

Services of the Subrecipient shall commence on May 31, 2020, and are expected to be completed on December 31, 2020. The terms of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains responsible for carrying out the approved activities and any assets or program income.

9. BUDGET / PROGRAM INCOME

- a. The total amount of CDBG funds committed to this Project under this Agreement will not exceed **\$385,000**.
- b. A copy of the preliminary project budget is located in the “Funding Uses” section of Attachment A, the Subrecipient’s application for CDBG assistance and by this reference made a part of this Agreement and binding upon the Subrecipient.
- c. Budget adjustments must be approved by the City in writing and in advance of expenditures.
- d. The Subrecipient will expend any program income it receives before requesting additional CDBG funds. The City will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Subrecipient. This program income will be treated as additional CDBG funds and will be subject to all applicable requirements governing the use of CDBG funds. The Subrecipient will record receipt and expenditure of program income as part of the financial transactions of the grant program. If the Subrecipient anticipates program income after project closeout, a program income plan must be developed and submitted for review and written approval by the City at the time of closeout. At the time of closeout, the City will specify the conditions and requirements that will apply to program income received by the Subrecipient after project closeout.

10. COMPENSATION AND METHOD OF PAYMENT / DRAWDOWN REQUESTS (24 CFR 85.21 or 570.502(b)(3)(i))

- a. The City will authorize the Subrecipient to request the total assistance amount against the funding reserved for it by the City on a reimbursement basis.
- b. The City will **reimburse** all eligible expenses incurred in furtherance of this Agreement and upon approval by the City of the Subrecipient’s request for payment. The City agrees to reimburse the Subrecipient for successfully completing the activities set forth in Section 4 - SCOPE OF WORK, as the Subrecipient incurs project costs.
- c. The City will reimburse the Subrecipient for approved, eligible and necessary expenses according to the documentation submitted by the Subrecipient to support the expenditures. The City will not reimburse the Subrecipient for any expenses not included in the approved

budget or not clearly and accurately supported by the Subrecipient's records. Any authorized funds not expended under this assistance will revert to the City and will be used to finance other CDBG projects.

- d. The reimbursement of eligible costs incurred is contingent upon Section 28 - SPECIAL PROJECT START UP CONDITIONS. **In the event the Subrecipient is unable to comply with the terms and the conditions of this Agreement, any costs incurred will be the Subrecipient's sole responsibility.**
- e. If the actual total cost of completing the Project is less than has been projected by the Subrecipient in its budget (Attachment A), the City may, at its discretion, reduce the amount to be provided under this Agreement in proportion to the overall savings.
- f. If the City determines the Subrecipient has failed to satisfactorily carry out its responsibilities under this Agreement, the City may revoke the Subrecipient's authority to request CDBG funds approved under this Agreement until the City and the Subrecipient agree on a plan to remedy the deficiency.
- g. Funding allocated for any City of Billings CDBG project must be expended within three (3) years after the project was approved for funding. Funding not expended within three years shall be considered un-programmed funds and made available for allocation to new projects. **Projects funded for FY 2019-2020 must be expended by June 30, 2023.**

## **11. RECORDKEEPING / RETENTION PERIOD / ACCESS TO RECORDS**

The general CDBG standard for record keeping is that records must be accurate, complete, and orderly.

- a. The Subrecipient will comply with record keeping regulations in 24 CFR Part 570 and CFR Parts 84 and 85, as now in effect or as they may be amended during the term of this Agreement; all requirements established by the City; applicable State and Federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
- b. The Subrecipient shall furnish and cause each of its contractors and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- c. In general, records shall be retained for four (4) years from the date of submission of the City's Comprehensive Annual Performance Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues that arise from it or the end of the regular 4-year period, whichever is longer.
- d. Representatives of the City, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of the subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

## **12. PUBLIC ACCESS TO PROGRAM RECORDS**

Subrecipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient will maintain adequate and reasonable records of its performance under this Agreement and will allow access to these records at any time during normal business hours by citizens, the City, HUD, the Comptroller General and, when required by law, the Montana Legislative Auditor. These records will be kept in the Subrecipient's offices located at **17 5<sup>th</sup> Street South, Great Falls, MT 59401.**

The City or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with the Scope of Work, and other technical and administrative requirements, including the adequacy of the Subrecipient's records and accounts. The City will advise the Subrecipient of any specific areas of concern and provide the Subrecipient opportunity to propose corrective actions acceptable to the City.

### 13. REPORTING REQUIREMENTS

- a. During the term of this Agreement, the Subrecipient will submit progress reports to the City **with each request for payment**. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project that has been completed, costs incurred, funds remaining and anticipated completion date. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule being requested. **A project narrative for each payment is a mandatory requirement.**
- b. The City will not honor claims for payment until the Subrecipient submits to the City the required progress report and the City has approved it.

### 14. CDBG PROGRAM REQUIREMENTS

The Subrecipient will comply with all applicable parts of Title I of the Housing and Community Development Act of 1974, as amended; the applicable HUD regulations in 24 CFR Part 84.21-28 as amended by 570.502, as now in effect or as they may be amended during the term of this Agreement; all requirements established by the City; applicable state and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.

### 15. UNIFORM ADMINISTRATIVE AND PROGRAM MANAGEMENT STANDARDS

Subrecipient will ensure compliance with 2 CFR Part 200 and 24 CFR Part 84.21-28 as amended by 570.502, for non-profit subrecipients.

The Subrecipient's internal controls will consist of a combination of procedures:

- a. An organizational chart,
- b. Written definition of duties and key job responsibilities,
- c. Qualified personnel,
- d. Formal system of authorization and supervision,
- e. Separation of duties so no one individual has authority over an entire financial transaction,
- f. Control over access to assets, blank forms, and confidential documents,
- g. Periodic comparisons of financial records to actual assets and liabilities (reconciliation),
- h. Records that together create accountability in the Subrecipient's financial system and safeguard its cash, property, and other assets.

The Subrecipient is required to have accounting records that adequately identify the source and application of CDBG funds provided to them (24 CFR 85.20(b)(2) and 84.21). To meet this requirement, the Subrecipient's accounting system should include at least the following elements:

- e. **Chart of accounts.** This is a list of names and the numbering system for the individual accounts that contains the basic information about particular classifications of financial transactions for the organization.
- f. **Cash receipts journal** that documents chronologically when funds were received, in what amounts, and from what sources.
- g. **Cash disbursements journal** that documents chronologically the expenditures of the organization (e.g., when the expense was incurred, how much was spent, to whom funds were paid, and for what purpose).
- h. **Payroll journal** that documents the organization's expenses on salaries and benefits and distinguishes different categories for regulatory purposes.
- i. **General ledger.** After a transaction is entered in a journal, that information also should be transferred to the proper accounts contained in the general ledger. The general ledger summarizes chronologically the activity and financial status of all the accounts of an organization.

The Subrecipient's accounting records must contain reliable and up-to-date information about the sources and uses of funds, including:

- a. Federal grant awards (or subgrant allocations) received by the organization
- b. Current authorizations and obligations of CDBG funds

- c. Unobligated balances (funds remaining available for distribution)
- d. Assets and liabilities
- e. Program income
- f. Actual outlays or expenditures
- g. “Eligible activity” classifications specified in 24 CFR 570.201-570.206.

## **16. ALLOWABLE COSTS (24 CFR 85.22 and 84.27)**

The Subrecipient is required to ensure all expenditures are necessary, reasonable, and directly related to Project activities detailed within this Agreement AND not prohibited under federal, state or local laws or regulations. The standards for determining allowable costs reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities are found in Omnibus Circular – 2 CFR Part 200.

## **17. PROCUREMENT STANDARDS AND METHODS**

The Subrecipient is required to ensure compliance with 24 CFR 85.36 for governmental subrecipients and 24 CFR 84.40-48 for non-profit subrecipient organizations. At a minimum, this shall include documenting the following:

- a. Follow a free and open competitive process in securing products and services from the date this Agreement is executed until project completion (i.e., construction).
- b. Properly document purchasing activities and decisions.
- c. Observe the special rules for particular kinds of purchases (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- d. Properly bond and insure work involving large construction contracts and/or subcontracts.
- e. Use local businesses and contract with small, minority and/or women-owned businesses to the maximum extent feasible.

## **18. AVOIDANCE OF CONFLICT OF INTEREST**

The Subrecipient must comply with the conflict of interest requirements in the Omnibus Circular (or 24 CFR parts 84 and 85, as applicable).

## **19. COMPLIANCE WITH LAWS / REGULATIONS**

The Subrecipient is responsible for compliance with all applicable federal or state laws, Executive Orders, and regulations of the CDBG program.

## **20. OTHER PROGRAM REQUIREMENTS**

The Subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Subrecipient does not assume the grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

## **21. REVERSION OF ASSETS**

Upon expiration, termination, or closeout of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds under this Agreement.

## **22. USE OF REAL PROPERTY**

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use within five years of closeout of the project activities detailed within this Agreement must be approved by the City in writing.

## 23. AMENDMENTS

The Subrecipient may request that this Agreement be amended. However, the City will allow an amendment only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Subrecipient to the City as a request for an award adjustment. Any adjustment granted by the City shall be appended to this Agreement as an amendment.

## 24. INDEMNIFICATION

The Subrecipient waives any and all claims and recourse against the City, including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with, or incidental to, the Subrecipient's or any contractor's or subcontractor's performance under this Agreement.

Further, the Subrecipient will indemnify, hold harmless, and defend the City and the State of Montana against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's or any contractor's or subcontractor's performance of this Agreement. In the event the City is named as a co-defendant in any action relating to activities to be performed by the Subrecipient or a contractor or subcontractor under this Agreement, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a co-defendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

## 25. SUSPENSION AND TERMINATION

In accordance with 2 CFR Part 200, suspension or termination of payment to the Subrecipient under this Agreement may occur if the Subrecipient materially fails to comply with any terms of this Agreement, and the Agreement may be terminated for convenience in accordance with 2 CFR Part 200.

- a. **Termination and Modification Due to Loss of Funding.** If, for any reason, federal financial resources required by the City to fund the Subrecipient's Project is withdrawn from the City, the City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the effective date of the modification or termination of this Agreement and, if a reduction in funding is required, the Subrecipient will provide the City with a modified project budget.
- b. **Termination Due to Noncompliance with Development Agreement Terms.** If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this Agreement, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- c. **Termination Due to Adverse Environmental Impact.** This Agreement will terminate at the conclusion of the environmental review process if the City or Subrecipient determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- d. **Effect of Termination.** In the event of termination due to the Subrecipient's failure to comply with the terms of this Agreement or the project's adverse environmental impact, any cost incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve a request by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Subrecipient to comply with the terms of this Agreement and on whether any failure to comply with the terms of this Agreement was the result of circumstances beyond the Subrecipient's control.

## **26. GRANT CLOSEOUT PROCEDURES (24 CFR § 570.509)**

During the term of this Agreement, the City or its agents will review Project activity records to ensure:

- a. The Subrecipient followed a free and open competitive process in securing products and services for this project and all purchasing activities and decisions are properly documented.
- b. The Subrecipient, the Subrecipient's contractor(s) and subcontractor(s) applied for, and obtained, all necessary permits and inspections.
- c. Appropriate local, city, state, and/or federal inspectors approved and/or signed off on all required inspections.
- d. The Subrecipient addressed all findings or concerns raised during Project activities and documented the process and response.
- e. All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- f. The work to be financed with CDBG funding has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- g. The other responsibilities of the Subrecipient under its agreement with the City have been met, or the City believes there is no further benefit in keeping the Agreement open for the purpose of securing performance.

## **27. ETHICS, ACCOUNTABILITY AND CAMPAIGN REFORM ACT OF 1991**

All provisions of this Act have been and will be complied with by the parties to this Agreement in regard to actions and expenditures of funds related to the CDBG project giving rise to this Agreement.

## **28. SPECIAL PROJECT START UP CONDITIONS**

The Subrecipient will not obligate or utilize funds for any activities provided for by this Agreement until:

- a. The City completes an Environmental Review Record (ERR).
- b. The Subrecipient submits to the City evidence of the firm commitment of the other resources necessary for the completion of the project, if any, as defined in Section 9: Budget / Program Income and Attachment A of this Agreement.
- c. The Subrecipient must receive permission from the City to enter into Construction Contract(s). This provision is to assure that the Subrecipient has complied with applicable procurement requirements and Labor Standards.
- d. Subrecipient provides documentation that demonstrates that fifty-one (51) percent of the persons or households assisted are low- and moderate-income.

The City will not release any CDBG funds to the Subrecipient until the Subrecipient has obtained firm commitments for all non-CDBG resources to be involved in the project. The Subrecipient may not expend or obligate any CDBG funds, until the City determines that this condition has been satisfied.

## **29. NONDISCRIMINATION**

The Subrecipient will not discriminate against any employee or applicant for employment due to race, color, creed, religion, ancestry, national origin, sex, disability, gender identity, sexual orientation, or other handicap, age, marital / familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure all employment practices are free from such discrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

The Subrecipient will provide equal access in accordance with the individual's gender identity and in a manner that affords equal access to the individual's family (24 CFR part 570).

The Subrecipient shall not discriminate against a person because of sex, marital status, race, creed, religion, age, familial status, physical or mental disability, color, or national origin in a term, condition, or privilege relating to the use, sale, lease, or rental of the housing accommodation or property (Montana Code Annotated 2015 49-2-305).



### **30. FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (PUBLIC LAW 90-234)**

The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, gender identity, sexual orientation, and national origin.

### **31. EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (IMPLEMENTED IN 24 CFR PART 107)**

This order and its implementing regulations require HUD to take all actions necessary to prevent discrimination because of race, color, religion, sex, gender identity, sexual orientation, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of residential property assisted with Federal loans, advances, grants, or contributions.

### **32. AFFIRMATIVE ACTION: WOMEN AND MINORITY-OWNED BUSINESSES**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### **33. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

### **34. EQUAL EMPLOYMENT OPPORTUNITY**

Any hiring of employees by the Subrecipient under this Agreement will be on the basis of merit and qualification, and the Subrecipient will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, gender identity, sexual orientation, age, marital status, physical or mental disability or national origin. As used herein, "qualifications" means qualification as are generally related to competent performance of the particular occupational task.

### **35. AUDITS (OMNIBUS CIRCULAR – 2 CFR Part 200).**

Subrecipient shall comply with the requirements and standards within Omnibus Circular – 2 CFR Part 200. The threshold for when an entity is required to have an audit is \$750,000. This Project is not subject to audit requirements.

Unless prohibited by law, the cost of audits made in accordance with the provisions of this part are allowable charges to federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

### **36. CIVIL RIGHTS COMPLIANCE**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

**37. SECTION 504**

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**38. PROHIBITED ACTIVITY**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**39. ENVIRONMENTAL REQUIREMENTS (24 CFR 570.604)**

In their use of CDBG funds, grantees are required to assume responsibility for environmental review, decision making, and other action that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly prohibit subrecipients from assuming the grantee’s environmental responsibilities (see 24 CFR 570.503(b)(5)(i)).

However, under the applicable regulations for any project receiving CDBG assistance, no party involved with the project, including subrecipients, may commit funds to the project, including incurring project costs, until the grantee completes the appropriate environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, the grantee must first make a formal determination that the activity(ies) is exempt. (The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

**40. NOTICES / LIAISONS**

Notices required by this Agreement shall be in writing and delivered via mail (postage paid), commercial courier, or personal delivery or sent by electronic mail, facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City:	Subrecipient:
<p><b>Tam Rodier</b> Community Development Coordinator City of Billings PO Box 1178 Billings, MT 59103</p> <p>Phone: (406) 657-8284</p> <p>FAX: (406) 294-7595</p> <p>Email: <a href="mailto:rodier@billingsmt.gov">rodier@billingsmt.gov</a></p>	<p><b>Mary Lou Affleck</b> Project Development Coordinator NeighborWorks Montana PO Box 1025 Great Falls, MT 59403</p> <p>(406) 670-9100</p> <p>FAX (406) 604-4540</p> <p>Email: <a href="mailto:maffleck@nwmt.org">maffleck@nwmt.org</a></p>

**41. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by any Contractor or subcontractor pursuant to this Agreement are to be the property of the City and the Subrecipient which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the City’s prior written approval.

## 42. SUBCONTRACT PROVISIONS

The Subrecipient will include the provisions Civil Rights Affirmative Action in every contract or subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients, contractors, and/or subcontractors.

## 43. MODIFICATION AND ASSIGNABILITY OF DEVELOPMENT AGREEMENT

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement, and does not imply any continuing commitment by the City beyond the termination date noted in the Agreement. The Subrecipient accepts responsibility for the adherence to the terms of this Agreement by subcontractor of Subrecipient entities and by public or private agents or agencies to which it delegates authority to carry out portions of this Agreement.

## 44. CONSTRUCTION AND VENUE

Montana's prevailing wage law, often referred to as Montana's Little Davis-Bacon Law, applies to public works contracts entered into for construction services (heavy, highway and building) or nonconstruction services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is \$25,000 or more. It requires that bidders on contracts pay a set rate of compensation, including employee benefits, and that at least 50% of the employees of each contractor working on the jobs be bona fide Montana residents.

Davis-Bacon wage rates are required for CDBG projects where construction costs exceed \$2,000 or where nine (9) or more housing units are created. Consultation **is required** with the Community Development Manager for the City prior to undertaking CDBG financed construction work to assist with compliance with: Federal Labor Standards; Davis-Bacon wage rates; lead-based paint; environmental review; historic preservation; and procurement practices to ensure work is competitively bid when required.

The State of Montana charges a 1% tax on the gross receipts from all public contracts over \$5,000. Subrecipient shall ensure payment of gross receipts as required. Details may be found on the Montana Department of Revenue website at:

<https://mtrevenue.gov/taxes/miscellaneous-taxes-and-fees/contractors-gross-receipts/#quickinfo>

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. In the event of litigation concerning it, Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

## 45. CITY RECOGNITION

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## 46. INSURANCE AND BONDING

**Insurance:** The Subrecipient shall maintain in good standing the insurance described in this Section. The Subrecipient shall furnish the City with proof of insurance in accordance with this Section before rendering any services under this Agreement.

The Subrecipient shall secure and maintain such insurance policies, including those set forth below, as will protect itself, its subcontractors and, unless otherwise specified, the City from all claims for bodily injuries, death or property damage which may arise under this agreement; whether the acts were made by the City or Subrecipient or by any contractor or subcontractor or anyone employed by the Subrecipient directly or indirectly. The following insurance policies are required:

- a. Workers' compensation and employer's liability coverage as required by Montana law;
- b. Commercial General Liability, including contractual and personal injury coverages of \$750,000 per claim and \$1,500,000 per occurrence for injuries, including accidental death to any one

- person;
- c. Professional liability in the amount of \$1,500,000 per claim;
- d. Automobile liability of \$1,500,000 per accident;
- e. Builder's Risk Insurance in an amount not less than the completed value of the infrastructure project;
- f. The City shall be listed as an additional insured on all insurance policies during construction; and
- g. All insurance policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against the CITY.

Insurance certificates shall be filed with the City giving satisfactory evidence of insurance as stipulated above **at the time** the Agreement is signed. The Public Liability Insurance certificate shall be maintained during the life of the Agreement. The Builders Risk Insurance shall be secured prior to initiating construction.

- a. **Insurance Certificates:** The Subrecipient, contractors and subcontractors shall name the City as an insured party and the policy shall contain the following language, *"The Company agrees that it will give the City of Billings, Montana no less than 30 days advance written notice of its intent to cancel or materially change the described policy."* This language, however, if accompanied by a disclaimer or any other language, which negates company responsibility for failing to provide said notice, will not be acceptable.
- b. **Approval of Contractor / Subcontractor and Insurer:** The insurer must be satisfactory to the City Attorney for the City of Billings. Further, the Subrecipient will assure all subcontractors performing work on the project maintain public liability, property, and casualty insurance and stationary workers compensation insurance coverage in compliance with state Law.
- c. **Construction Contracts:** The Subrecipient agrees to deny participation in construction contracts by ineligible, debarred or suspended persons or entities at 24 CFR Part 24. The Subrecipient will provide the City with the names of contractor(s) and subcontractor(s) prior to entering into contracts.

**Bonding:** The Subrecipient will provide proof that contractor(s) and subcontractor(s) selected for the project possess performance and completion bonds equal to the completed value of the infrastructure project.

#### **47. OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS**

Following are 14 CDBG administrative and program requirements specified in Subparts J and K of 24 CFR Part 570 that apply to Subrecipients as well as Grantees:

- a. Program Income (24 CFR 570.503 and 570.504).
- b. Programmatic and Budget Changes.
- c. Civil Rights and Fair Housing; Employment and Contracting Opportunities (24 CFR 570.601, 570.607 and 570.614).
- d. Labor Standards (24 CFR 570.603).
- e. Environmental Requirements (with respect to the use of funds, 24 CFR 570.604).
- f. Historic Preservation.
- g. National Flood Insurance Program (24 CFR 570.605).
- h. Floodplain Management (24 CFR Part 55).
- i. Relocation, Real Property Acquisition, and One-for-One Housing Replacement
- j. (24 CFR 570.606).
- k. Lead-based Paint (24 CFR 570.608).
- l. Political Activity (24 CFR 570.207(a)(3)).
- m. Conflict of Interest (24 CFR 570.611).
- n. Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a)).
- o. Suspension and Termination (24 CFR 570.503 (b) (6), 24 CFR 85.43 and 44, and 24 CFR 84.62).

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Agreement.

**CITY**

\_\_\_\_\_  
City Administrator, City of Billings

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

\_\_\_\_\_  
Date

**SUBRECIPIENT**

By: \_\_\_\_\_  
Authorized Official - Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

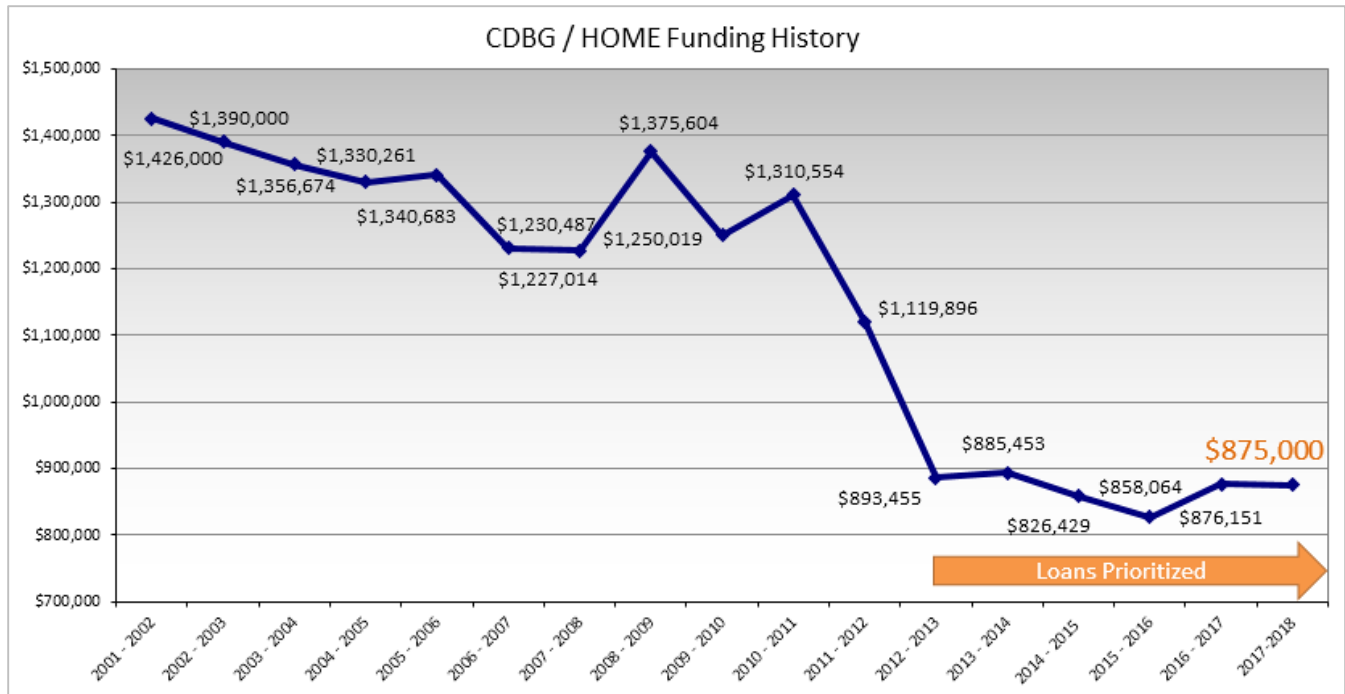
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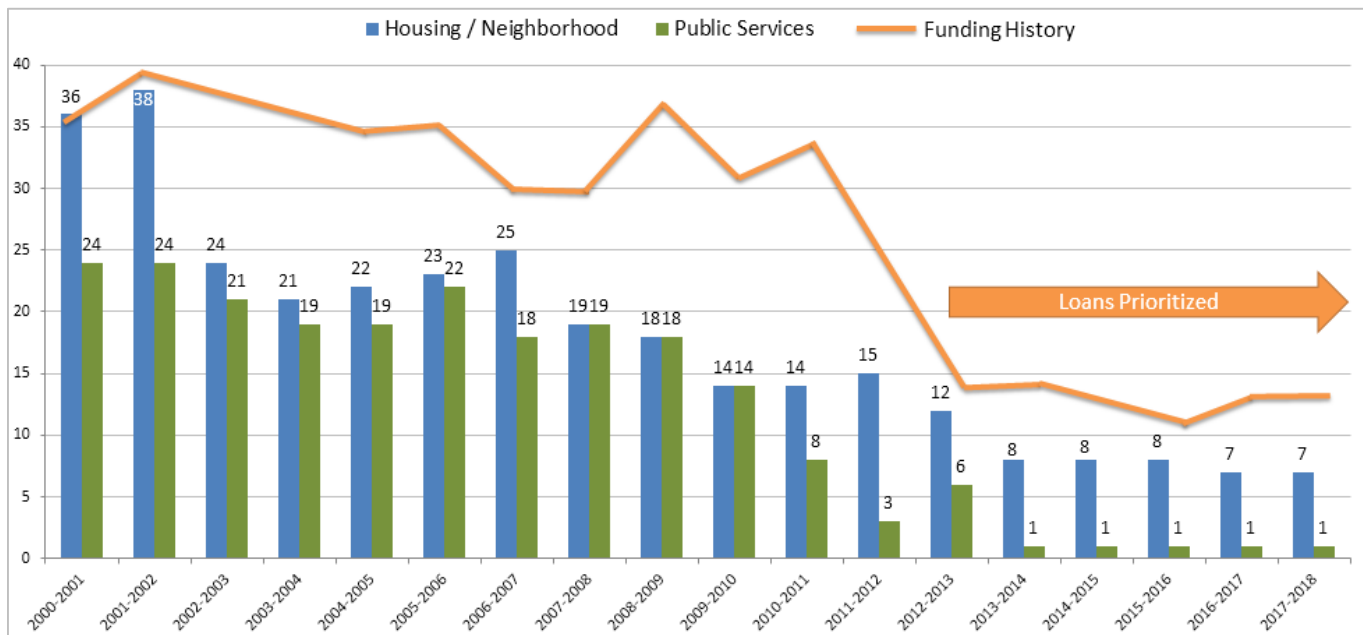
## ALLOCATION AND FUNDING HISTORY

**Funding Levels:** HUD funding levels have declined significantly in recent years and staff does not foresee these programs increasing in the future. Federal priorities are favoring competitive grant programs rather than entitlements like the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs. The Community Development Board and City Council began favoring loan programs rather than grants beginning in 2012-2013; the year funding levels significantly declined.



**Grant to Loan Program Transition:** When funding levels dropped to critical levels in 2012, the Community Development Board and City Council both supported prioritizing loan programs from 2012 forward. The following chart illustrates the number of housing / neighborhood and public service applications the Community Development Board considered. The chart also compares funding history to the number of applications.

### Number of Applications Considered & Funding History



**CDBG Public Service Grant Restrictions:** In order to be eligible for CDBG funding, Public Service activities are required to be a *new or expanded service (quantifiable increase in level of a service over the past 12 months)*, as the intent of the fund is to support capacity-building. Many of the organizations applied for City funds year after year which would not be considered new or expanded services, if audited today.

**Grants Awarded:** Staff has records from 1994 to 2012 that can easily be reviewed for data purposes, which represents over \$2.7 million in grants awarded to over 40 non-profit organizations in Billings. Figures below do not represent additional funding for housing projects. For example, Interfaith Hospitality Network was provided with \$498,000 for housing to accommodate homeless families and the YWCA was awarded \$182,400 for the Gateway Shelter. Additional grant funding has been provided through fair housing education grants through the Fair Housing Initiatives Program (FHIP) for several organizations.

<b>Non-Profit Organization</b>	<b># Grants</b>	<b>Year Span</b>	<b>Total Grants</b>
Big Brothers & Big Sisters	5	1997-2007	\$22,845
Big Sky Senior Services	24	1997-2010	\$316,458
Billings Health Planning Coalition	4	1997-2005	\$27,000
Billings Promise	1	1999	\$6,157
Boys & Girls Club	8	2000-2007	\$31,467
Big Sky Economic Development Authority	13	1994-2008	\$119,912
CASA	5	1997-2000	\$26,764
Community Day Care	2	1998-1999	\$11,000
Community Housing Resource Board <i>(includes FHIP funding)</i>	19	1992-2012	\$329,628
Consumer Credit Counseling	1	1999	\$1,761
Early Childhood Study	1	1996	\$10,750
Easter Seals	2	2008-2010	\$30,175
Family Service, Inc.	11	1992-2004	\$167,986
Family Tree Center	1	2000	\$3,250
Billings Food Bank	11	1996-2006	\$111,962
Forever Families	2	2007-2009	\$31,743
Friendship House	20	1996-2010	\$172,173
HRDC	16	1997-2008	\$135,118
In-Care Network	1	2000	\$2,000
Interfaith Hospitality Network <i>(does not include FHIP &amp; housing funding)</i>	2	2005-2010	\$7,000
Kids School Program	3	2001-2003	\$19,334
Living Independently for Today & Tomorrow	13	1996-2010	\$145,269
Parents Let's Unite for Kids	5	2002-2006	\$12,167
Rebuilding Together	8	2004-2011	\$70,000
RiverStone Health – Medication Assistance Program	9	1999-2009	\$84,022
Sage Tower Community Network	1	2000	\$1,960
Scottish Rite Clinic	1	2008	\$5,000
Southgate Cop Shop	7	1999-2008	\$29,292
Southside Senior Center	1	2011	\$30,000
American Red Cross – Southside Smoke Detectors	1	1999	\$2,364
St. Vincent de Paul	1	2007	\$8,250
Task Force Enhancement	5	1999-2008	\$34,125
Temporary Teens	7	1999-2004	\$23,195
Tumbleweed	13	1996-2011	\$185,598
Vision Seekers After School Program	1	2001	\$9,000
Volunteers of America – Independence Hall	1	2009	\$30,000
Billings Board of Cooperative Housing	1	2000	\$4,438
Yellowstone AIDS Project <i>(does not include FHIP funding)</i>	1	1999	\$7,000
Yellowstone County Council on Aging	12	1996-2011	\$55,649
Young Families Early Head Start	15	1996-2009	\$249,674
YWCA <i>(does not include housing funding)</i>	13	1997-2009	\$158,575
<b>Over 40 Organizations</b>	<b>268 Grants</b>	<b>17+ Years</b>	<b>\$2,735,061</b>

In 2012, the Community Development Board asked City staff to expand research previously conducted to include total monetary value of grants issued versus loans / liens. From 1994 to 2012, the Community Development Division issued over \$6.6 million in grants, over \$9 million in loans and placed liens of over \$2 million on affordable housing projects.

<b>Grants</b>	<b>Amounts</b>	<b>Total</b>
Subrecipients <i>(317 activities)</i>	\$3,267,340	<b>\$6,636,565</b>
Infrastructure	\$708,014	
Parks	\$866,713	
Special Assessment Grants	\$493,295	
Home Repair Programs	\$1,130,494	
Affordable Housing	\$170,709	

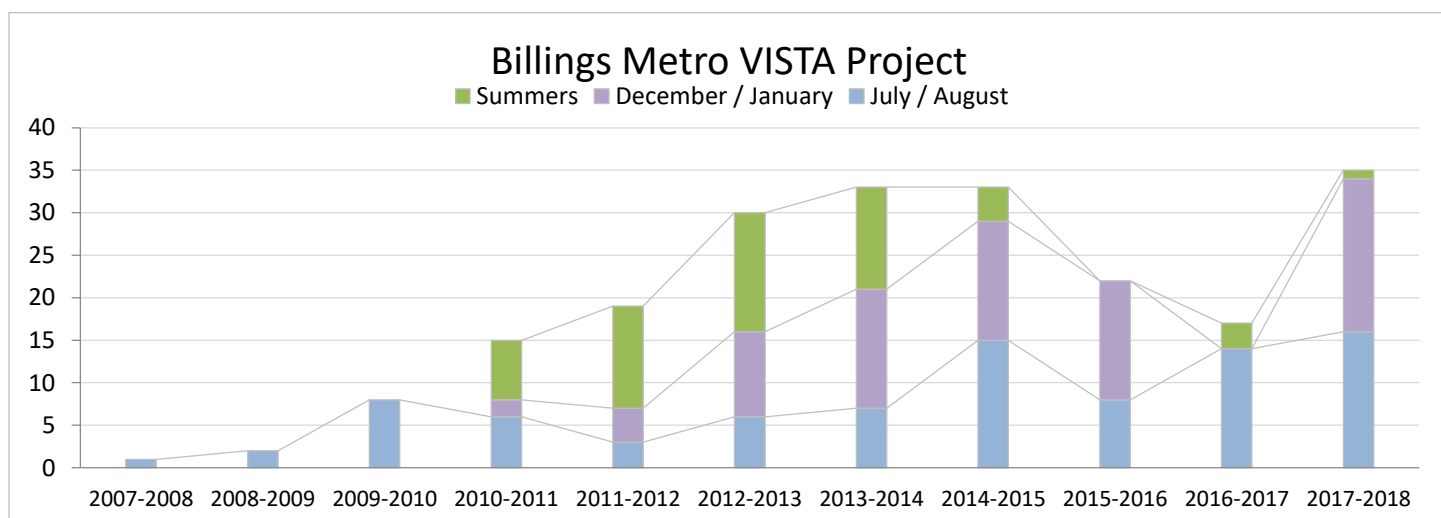
<b>Loans</b>	<b>Amounts</b>	<b>Total</b>
First Time Homebuyer	\$5,562,790	<b>\$9,320,115</b>
Home Repair Programs	\$3,261,694	
Affordable Housing	\$495,631	

<b>Liens</b>	<b>Amounts</b>	<b>Total</b>
Affordable Housing	\$1,854,677	<b>\$2,172,705</b>
Rental Rehabilitation	\$318,028	

In 2012, nine nonprofit agencies applied for grant funds and they were polled regarding the impact of not receiving funds. All of the organizations stated their agencies would remain open, but they may reduce the number of clients they could serve.

As a result, the Board made budget recommendations reflecting fiscal responsibility and sustainability, while prioritizing housing programs as per HUD requirements. The likelihood of continuing housing activities would substantially diminish if the City continued to fund grant programs not generating program income. The Board evaluated the long-term sustainability of operating loan programs rather than issuing grants. Four City programs were eliminated and substantial reductions were made in the three remaining home buyer / repair programs. Grants were not issued to nonprofit organizations for the first time since the 1970s.

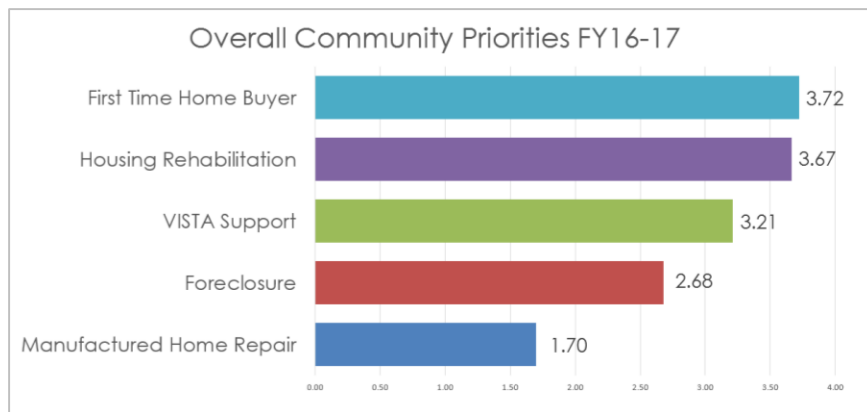
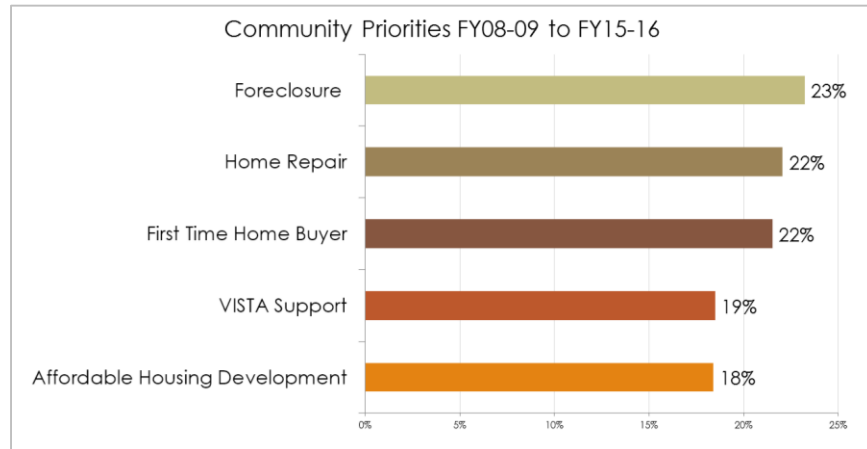
**AMERICORPS VISTA:** As funding dwindled to support non-profit organizations, the AmeriCorps Volunteers in Service to America (VISTA) program received additional allocations in funding to expand the program. From 2012 to 2015, the City received overlapping grants and more members. The *Billings Metro VISTA Project* continues to be offered to support capacity-building activities as a resource to non-profit organizations working on poverty issues.





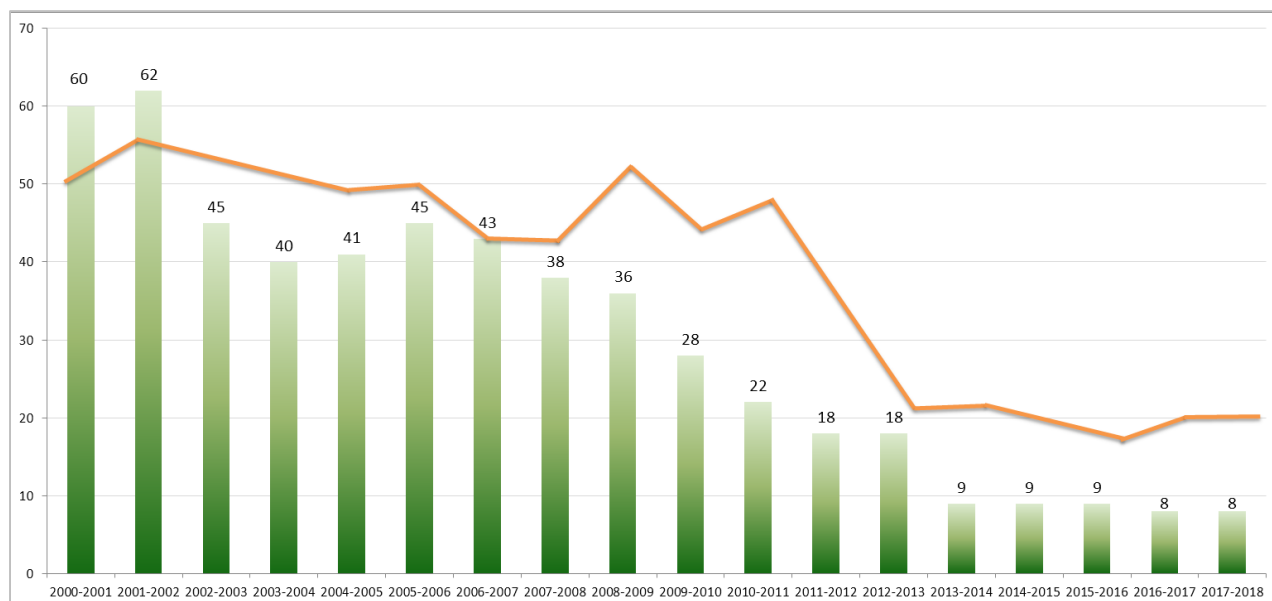
## PUBLIC AND CITY COUNCIL PROGRAM PRIORITIES

**Task Force Priorities:** Task Force rankings from 2008-2016 favor home repair / buyer and affordable housing development programs. The following figures represent the rankings from all Task Forces combined. Calculation methodology changed in FY2016-2017 when the survey added an online, weighted calculation.



**Priority-Based Budgeting:** The Division's process for priority-based budgeting began in 2008 when the City Council asked the Community Development Board to examine recommendation processes. When surveyed, *the majority of Council members favored funding fewer organizations with larger amounts*. Half of the Council members asked the Board to shift funding focus to housing programs. Organizations were then given minimum and maximum application amounts shortly thereafter and the number of funding applications declined.

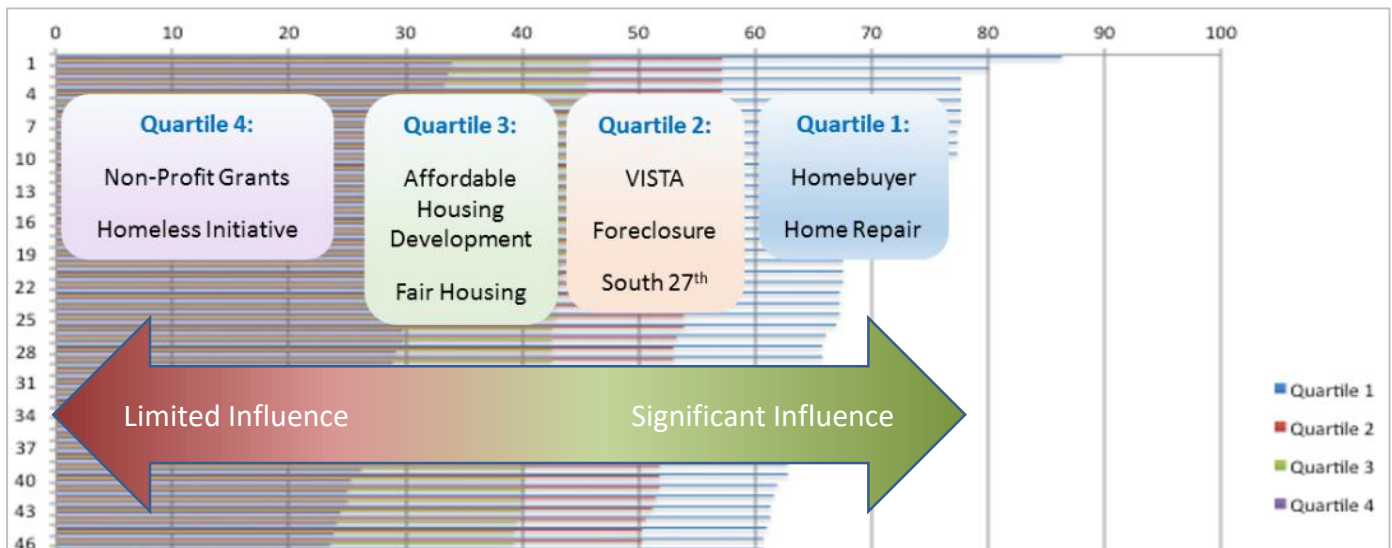
### Total Number of Applications Considered & Funding History



**Priority-Based Budgeting 2012:** The City Council initiated an extensive process to rank programs based on how they influence the City's ability to achieve established community results, such as:

- Sustainable Economic Development
- Comprehensive, Orderly Growth and Development
- Community Resource Preservation
- Involved, Engaged and United Community

The home repair / buyer programs were ranked as having *significant influence* on the City's ability to achieve desired community results. However, grants to non-profit organizations and the homeless initiative were ranked as having limited influence.





# CITY OF BILLINGS

## Analysis of Impediments to Fair Housing Choice

2020

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## Section One – Executive Summary

A brief explanation of findings and proposed strategies.

### Introduction

The Analysis of Impediments to Fair Housing Choice (AI) is the result of a statewide effort spearheaded by the Montana Department of Commerce and Public Health and Human Services (the State) in collaboration with entitlement communities including the City of Billings, City of Missoula, and the City of Great Falls. Entitlement communities are 1) principal cities of metropolitan statistical areas, 2) Other metropolitan cities with populations of at least 50,000 or 3) urban counties with populations of at least 200,000 (not including cities existing in the county that are qualified entitlement cities).

### Purpose

As recipients of funding allocated by the United States Department of Housing and Urban Development (HUD), the State and entitlement communities are required to: conduct an analysis to identify impediments to fair housing choice; take and maintain records of appropriate actions to overcome the effects of identified impediments. HUD allocates funding to the State and entitlement communities through the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Trust Fund (HTF), Housing Opportunities for Persons with Aids (HOPWA) and the Emergency Solutions Grant (ESG).

According to HUD's Fair Housing Planning Guide, impediments to fair housing choice are defined as any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choice, or other protected characteristics and any actions, omissions, or decisions that have this effect. The list of protected classes included in this definition is drawn from the federal Fair Housing Act, which was first enacted in 1968. State and local governments may enact fair housing laws that extend protection to other groups, and the AI is to address housing choice for these additional protected classes as well. Montana state code has extended additional fair housing protections based on creed, marital status, and age. The Cities of Bozeman, Butte, Helena, and Missoula have adopted ordinances prohibiting housing discrimination based on sexual orientation and gender identity or expression.

The AI process involves a thorough examination of a variety of data related to housing in Montana, much of the data highlighted are based on HUD recommendations. This data is collected, analyzed and assessed to determine the housing barriers residents of Montana experience. Identified impediments are then used to establish quantifiable goals and the reduction of the barriers to fair housing choice. The AI is also subject to an extensive public comment review process before submission to HUD.



## Analysis of Past Goals and Actions

The most recent City of [Billings AI](#) was completed in 2013. It has been used in planning activities for the use of federal funding from July 1, 2013 through June 30, 2018, extended through the year 2020. Selected impediments and goals outlined in the AI have been carried forward through the City's [Consolidated / Annual Action Plans](#). Activities taken to affirmatively further fair housing have been documented in the City's [Comprehensive Annual Performance Evaluation Report](#).

### Impediments and Goals

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- **Concentrations of minorities that would not exist in a free market not distorted by discrimination suggest that Billings has a dual housing market; one for non-Hispanics, whites and Asians and another for all other minorities.**
  - Produce and disseminate consumer education on Fair Housing issues through ongoing publicity campaigns to make people aware that they can move anywhere in the area they can afford.
  - Work to expand housing choices of existing and potential new residents beyond neighborhoods identified by their own race or ethnicity.
- **Discriminatory real estate industry practices such as racial and ethnic steering distort the free market in housing.**
  - Continue to partner with enforcement agencies providing testing of the real estate industry practitioners to identify discriminatory practices in rental and for-sale housing.
- **Discrimination against Latinos in issuing government-backed mortgage and refinancing loans continues unabated in Billings as it does throughout the nation.**
  - Support the efforts of local housing counseling agencies, especially to Latinos, before they apply for a mortgage.
  - Continue to provide brochures containing information apprising potential home buyers of the availability of housing counseling and how to spot / report discriminatory lending practices.
- **The relatively high cost of housing continues to pose a barrier to fair housing choice in Billings.**
  - Continue to work toward the provision of affordable housing through Community Development programs including home buyer, home repair, housing development, and poverty-impact programs.
- **Review Unified Zoning Regulations and review requirements to foster compliance with fair housing law and to promote inclusionary zoning.**
  - Support the efforts of the Planning Division in reviewing:
    - Minimum percentage of affordable housing units per development with five or more units.
    - Amendments for neighborhood plans to promote stable, socio-economically diverse neighborhoods throughout Billings.
    - Occupancy requirements and equal treatment for group living for the disabled.
    - Accessory dwelling units / cottage cluster homes.

## Actions Taken

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**Education and Citywide Housing Choice:** The City of Billings' AI revealed the beginnings of segregated neighborhoods and lending discrimination for Hispanic Americans in Billings. The Analysis contained the following recommendation:

*Billings should establish a housing service center... where home seekers are introduced to housing options beyond the racial or ethnic neighborhoods to which they often feel they are limited.*

The City of Billings sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, the Housing Authority of Billings, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 and it is located in downtown Billings, which is central to the City's low income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop. Homebuyer education is provided to over 400 people annually. The City of Billings has focused distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community. The City's performance in serving predominantly low income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

**Enforcement Agency Support:** The City of Billings maintains a positive relationship with Montana Fair Housing. City staff actively recruits new fair housing testers, particularly minorities, to support enforcement work. These testers work in conjunction with Montana Fair Housing to uncover evidence of housing discrimination.

**Minority Lending:** The City of Billings staff routinely attend community events in neighborhoods with high Hispanic and minority concentrations to promote homeownership and fair housing education. All homebuyers participate in homebuyer education to ensure pre-purchase knowledge of fair housing, equal opportunity, and fair lending practices.

The City of Billings also maintains a website and fair housing resources to further education on fair housing and discriminatory practices. The website is located at [www.CityofBillings.net/fairhousing](http://www.CityofBillings.net/fairhousing).

**Affordable Housing:** The City of Billings provides first time home buyer and home repair assistance to expand affordable housing options for households with incomes less than 80 percent of the Area Median Income. The City also provides financing to housing developers for construction or repair of single- or multi-family housing.

**Zoning:** The City's Planning Division is currently reviewing all of the City's zoning codes relative to continuity, to promote inclusionary zoning, and the expansion of affordable housing opportunity citywide. The project began in late 2017 and continue through 2019 and is named [Project Re:Code](#). The Community

Development Division staff successfully placed three AmeriCorps VISTA members to assist with this initiative. Progress to date is significant. This fiscal year, the Planning Division announced a major project milestone and educational webpages.

The new [City of Billings Pattern Guide](#) is designed to provide guidance to homeowners, home builders, and small business owners looking to invest in the First Neighborhoods of Billings, which are the lowest income and highest minority neighborhoods in Billings. The webpages feature detailed information on [Billings' First Neighborhoods](#) – South Side, North Park, Pioneer Park and Central Terry (all low income neighborhoods). The First Neighborhoods of Billings are close-in residential areas around Downtown. Three additional neighborhood pages will be coming forward in the near future – West Central, Heights and West Shiloh. The authors and designers, Billings Metro VISTA Project members Claire Yang and Jacob Cote, crafted this extensive guide and educational resource for all Billings residents.

### Assessment

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The City's activities to affirmatively further fair housing should be continued through home buyer / repair and housing development programs. In addition, City staff plans to continue supporting enforcement efforts and education provided through the Home Center and community events. Efforts to expand affordable housing choice is one of the primary goals driving Project Re:Code. New zoning codes are near completion and City Council review for adoption is expected to occur in 2020.



## Methodology

This AI was planning process included assessment of both qualitative and quantitative sources including surveys, public meetings, working groups and public input. Sources used in analyzing fair housing choice in Montana include, but are not limited to:

- Socio-economic and housing data from the U.S. Census Bureau
- [HUD maps and tables from the Mapping Tool](#)
- Employment data from the U.S. Bureau of Labor and Statistics
- Economic data from the U.S. Bureau of Economic Analysis
- Investment data gathered in accordance with the Community Reinvestment Act
- Home loan application data from the Home Mortgage Disclosure Act (HMDA)
- Housing Complaint data from HUD, Montana State Human Right Bureau, Montana Fair Housing, City of Great Falls Fair Housing Specialist, and Montana Legal Services
- Billings and Missoula Zoning Laws
- Local data and knowledge from Fair Housing surveys

Qualitative research was conducted through the Community Fair Housing Survey. Public and Tribal Housing Authorities provided anecdotal data regarding housing. HUD provided data to analyze fair housing and equal opportunity issues.

Other data is sourced from the American Community Survey, the most recent U.S. Census and community surveys (formulated as a group). The goals selected in this document have to coherently connect to strategies and actions in various plans connected to the entitlement communities. It should be noted that all outside sources are cited, however, information not specified should be assumed to be the 2010 HUD provided data from HUD Exchange.

Finally, a list of impediments was drawn from these sources and further evaluated based on HUD's definition of impediments to fair housing choice, as presented previously. Potential impediments to fair housing choice were identified along with actions that may be taken to address these impediments. Goals corresponding to the identified impediments create measurable ways to assess the removal of said impediments. The decided strategies aid local and state jurisdictions in reaching the established goals.

## Findings

**Housing Choice:** The most significant factor for rental housing choice is affordability, followed by unit size and required deposit in second position. This is followed by neighborhood, then credit score. The most significant factor for homeownership housing choice is affordability, followed by home size, and then neighborhood. The availability of grocery stores, parks, banks, and housing conditions are the top neighborhood amenities noted by survey respondents. Respondents note lowest availability of neighborhood lighting, libraries, jobs, and public transit. Increased housing rent / payments is cited as the most significant factor in worsening housing choice or situation followed by crime, job loss, and extreme weather.

**Segregation:** The White population in Billings is decreasing – six percent from 1990 to 2010 and the percentage of racial and ethnic minorities are increasing. According to HUD's Dissimilarity Index, the separation of racial and ethnic groups across Billings is relatively low. However, HUD's fair housing mapping tool indicates three Census Tracts in Billings with minority populations greater than 20%: the South Side (3.0); Southwest Corridor (9.02); and the North Park neighborhood (2.0). The trend of segregation appears to be moving north into a small area of the Billings Heights (Census Tract 7.05) and west through central Billings (Census Tract 1000 and surrounding neighborhoods). There appears to be an isolated minority concentration on the far west end of Billings (Census Tract 17.03) with a ten percent minority population. This data indicates Billings is in the beginning stages of segregation.

**Housing Problems:** Racial and ethnic minority households in Billings are experience more housing problems than the White, Non-Hispanic population. Only 28% of White families have an identified housing problem while an average of 46% of all racial and ethnic minorities in Billings are experiencing at least one housing problem. When compared to the White population, Native American and Asian households in Billings are experiencing severe cost burden.

Housing cost burden was also noted as a significant issue in the Montana Fair Housing Community Survey. Nearly 60% of respondents have experienced housing cost increases over the past five years and property taxes are the main reason for these increases.

**Homeownership:** Racial and ethnic minorities have a low homeownership rate than the White population (67%) in Billings. The Black cohort has the lowest homeownership rate at 16% followed by Native Americans at 31%. Thirty-three percent of the Hispanic cohort are homeowners.

**Opportunity:** The Low Poverty Index indicates Hispanic people in poverty have the lowest opportunity index score of any group in Billings. This is the lowest opportunity score in the Low Poverty Index and the most significant discrepancy when comparing those in poverty to the overall population. The overall Native American population also appears to have low access to opportunity in this assessment.

**Educational Opportunity:** Educational data indicates disproportionate success of racial / ethnic groups in meeting or exceeding educational standards in Billings' elementary schools. The percentage of low income students (eligible for free / reduced lunch) meeting or exceeding educational standards is significantly lower than the overall student population in both English Language Arts and Mathematics. Likewise, minority students, including those identified as American Indian, Hispanic, or Multi-Racial are also less successful in meeting or exceeding educational standards.

**Discrimination:** Discrimination complaint data indicates that the disabled are at higher risk for discrimination and retaliation than any other cohort. Failure to make reasonable accommodation is the most significant discrimination issue in Montana. Montana Fair Housing filed 30% of the viable discrimination cases in the state. Rental owners / managers are cited as the primary person / organization engaging in discriminatory behavior. Income is the primary reason cited for housing discrimination, followed by race, criminal background, then source of income.

The majority (85%) of the Fair Housing Community Survey respondents are not familiar or somewhat familiar with fair housing laws. Although 36% of respondents state they have witnessed housing discrimination.

## **Impediments and Strategies**

- **Housing affordability limits rental and owner housing choice and opportunity.**
- **Housing cost burden is the most significant issue for both rental and ownership households.**
  - City staff will continue efforts to improve housing affordability for homeowners and renters through affordable housing development, homebuyer, and home repair assistance programs.
- **Billings is in the beginning stages of segregation.**
  - The location of new housing development and assistance programs will continue on a citywide basis.
- **Low-Income racial and ethnic minorities are disproportionately and negatively impacted by: housing problems; homeownership rates; opportunity scores; and access to education.**
  - The City will continue efforts to target marketing efforts to reach ethnic and racial minorities to improve access to housing opportunity.
  - The City will also continue to support the Billings Metro VISTA Project as an anti-poverty strategy to expand access to: housing; healthcare; education; food security;
- **Montana citizens are unfamiliar with fair housing laws.**
  - City staff will continue efforts to provide fair housing education materials on the City's website, in the office, and will support fair housing educational opportunities with Montana Fair Housing.

## Section Two – Segregation and Integration

Describe and compare segregation levels in the jurisdiction. Identify the racial/ethnic groups that experience the highest levels of segregation and how these segregation levels have changed since 1990.

### Race / Ethnicity

The City of Billings is the largest, most populated city in Montana with an estimated population just under 110,000 people within the City limits. According to the 2017 American Community Survey's five-year estimate, the ethnic composition of the population is largely White, Non-Hispanic (87 percent), followed by Hispanic or Latino residents (five percent). Just under four percent of the population are American Indian & Alaska Native residents. In 2017, there were 13.7 times more White residents (93,300 people) in the Billings Metro Area than any other race or ethnicity. According to DataUsa, the second and third most common racial / ethnic groups were Hispanic or Latino (6,830) and American Indian & Alaska Native (4,520) residents.

Billings has become a more diverse community since 1990. The White, Non-Hispanic population has declined nearly six percent and the racial / ethnic minority population has increased nearly six percent, collectively.

Racial / Ethnic Trends in Billings					
Race / Ethnicity		Year			
		1990	2000	2010	Change
White	Non-Hispanic	92.94 %	90.19 %	86.99 %	(5.95) %
Black		0.46 %	0.77 %	1.30 %	0.84 %
Asian / Pacific Islander		0.58 %	0.93 %	1.23 %	0.65 %
Native American		2.9 %	3.91 %	5.17 %	2.27 %
Hispanic		3 %	4.03 %	5.22 %	2.22 %

HUD Table 2: Brown Longitudinal Tract Database using decennial census data, 2010, 2000 & 1990

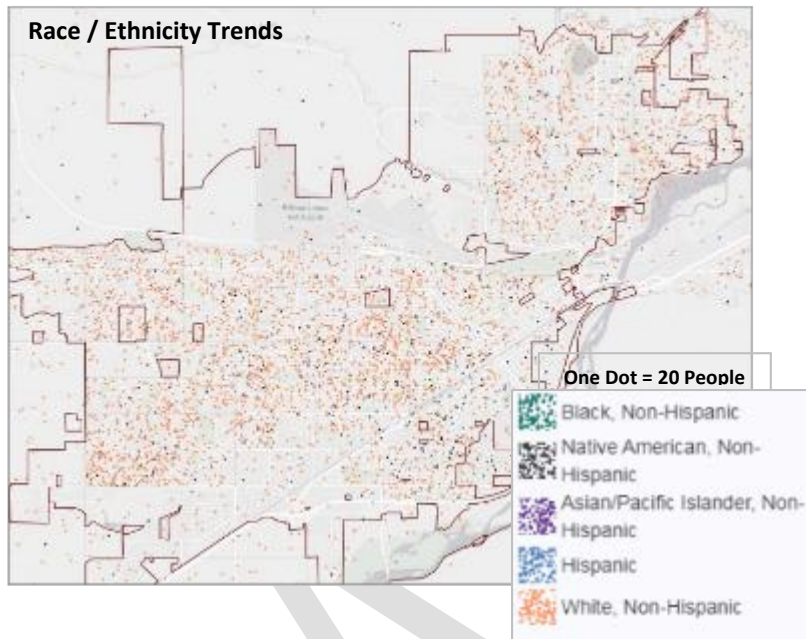
HUD's Dissimilarity Index is designed to measure the relative separation or integration of racial and ethnic groups across a jurisdiction. According to this Index, the City of Billings has low segregation levels at present, although dissimilarities existed between Black and White cohorts in 1990. In 1990, there were less than 400 Black, Non-Hispanic individuals living in Billings; less than one percent of the City's total population. Further analysis is required to determine the levels of integration and segregation in the City.

Dissimilarity Trends in Billings				
Zero - Complete Integration, 0 to 39 - Low Segregation, 40 to 54 - Moderate Segregation, 55 to 100 - High Segregation, 100 - Complete Segregation				
Dissimilarity Index	Year			
	1990	2000	2010	2016
Non-White / White	31.07	26.27	21.86	25.45
Black / White	42.57	27.62	23.16	32.00
Hispanic / White	34.79	30.84	24.05	25.57
Asian or Pacific Islander / White	12.29	12.35	12.41	19.38

HUD Table 3: Decennial Census, 2010; Brown Longitudinal Tract Database based on decennial census data, 2010, 2000 & 1990

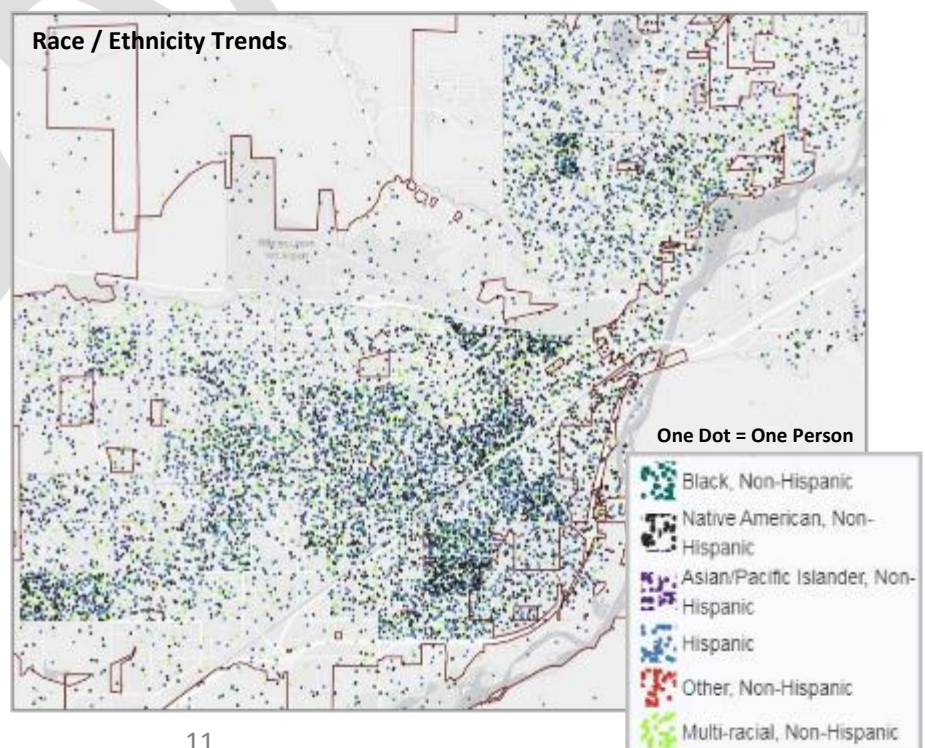
HUD's mapping tool can be used to identify areas of integration and segregation. The Race / Ethnicity Trends map illustrates minorities and non-minorities located throughout the jurisdiction with minimal segregation.

On first glance, minority concentrations in Billings appear to be minimal. Each dot on this version of Race / Ethnicity Trends map represents 20 people and minority locations are indicated citywide. There appears to be a higher concentration of White, Non-Hispanic persons in central Billings and also on the West End. Minorities appear to be distributed citywide with slightly higher concentrations in central Billings, on the South Side, and in the Billings Heights.



A different pattern appears when the White, Non-Hispanic population indicators are removed and one dot represents one person. Minorities appear more concentrated in several areas of the City. The Billings [2013 Analysis of Impediments to Fair Housing Choice](#) indicated that the City has a rare opportunity to prevent segregation from developing. The early stages of segregation were identified in Census tracts 3.0, 9.02, and 2.0 with a pattern of segregation moving westward.

The Race / Ethnicity Trends map identified the same three Census Tracts with minority populations greater than 20 percent: the South Side (3.0); Southwest Corridor (9.02); and the North Park neighborhood (2.0). The trend of segregation appears to be moving north into a small area of the Billings Heights (Census Tract 7.05) and west through central Billings (Census Tract 1000 and surrounding neighborhoods). There appears to be an isolated minority concentration on the far west end of Billings (Census Tract 17.03) with a ten percent minority population.

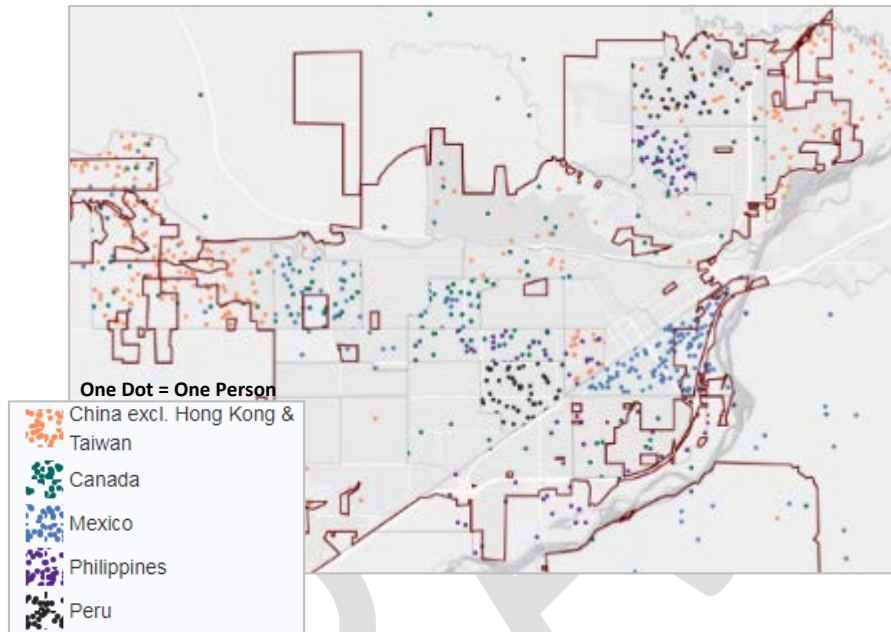




## National Origin

Less than two percent of residents in Billings were born outside of the United States and this figure has been fairly consistent from 1990 through 2017. HUD's data from the Decennial Census and American Community Survey indicate a slight increase in foreign-born residents in Billings; 1,329 people (1.57%) in 1990 compared to 1,823 (1.75%) in 2010. HUD's [National Origin map](#) indicates some areas in Billings that may have slight concentrations of people born outside of the United States.

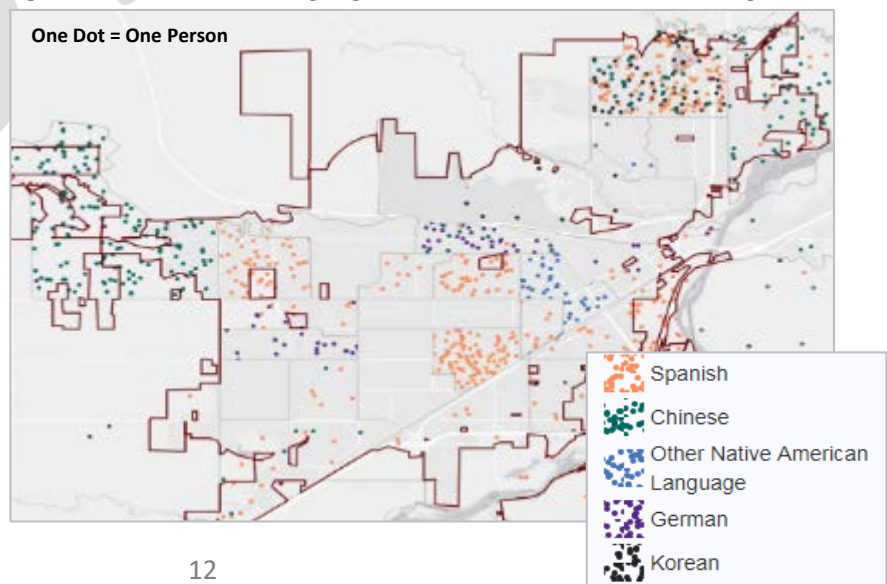
**National Origin in Billings**



## Limited English Proficiency

Approximately one percent of the residents in Billings have Limited English Proficiency (LEP). The top three LEP groups in Billings are Spanish, Chinese, and Other Native American Language. This map indicates 109 people that are speaking a Native American language in the downtown area of Billings. There are 143 people speaking Chinese and 10 people speaking German in the far northwestern corner of Billings.

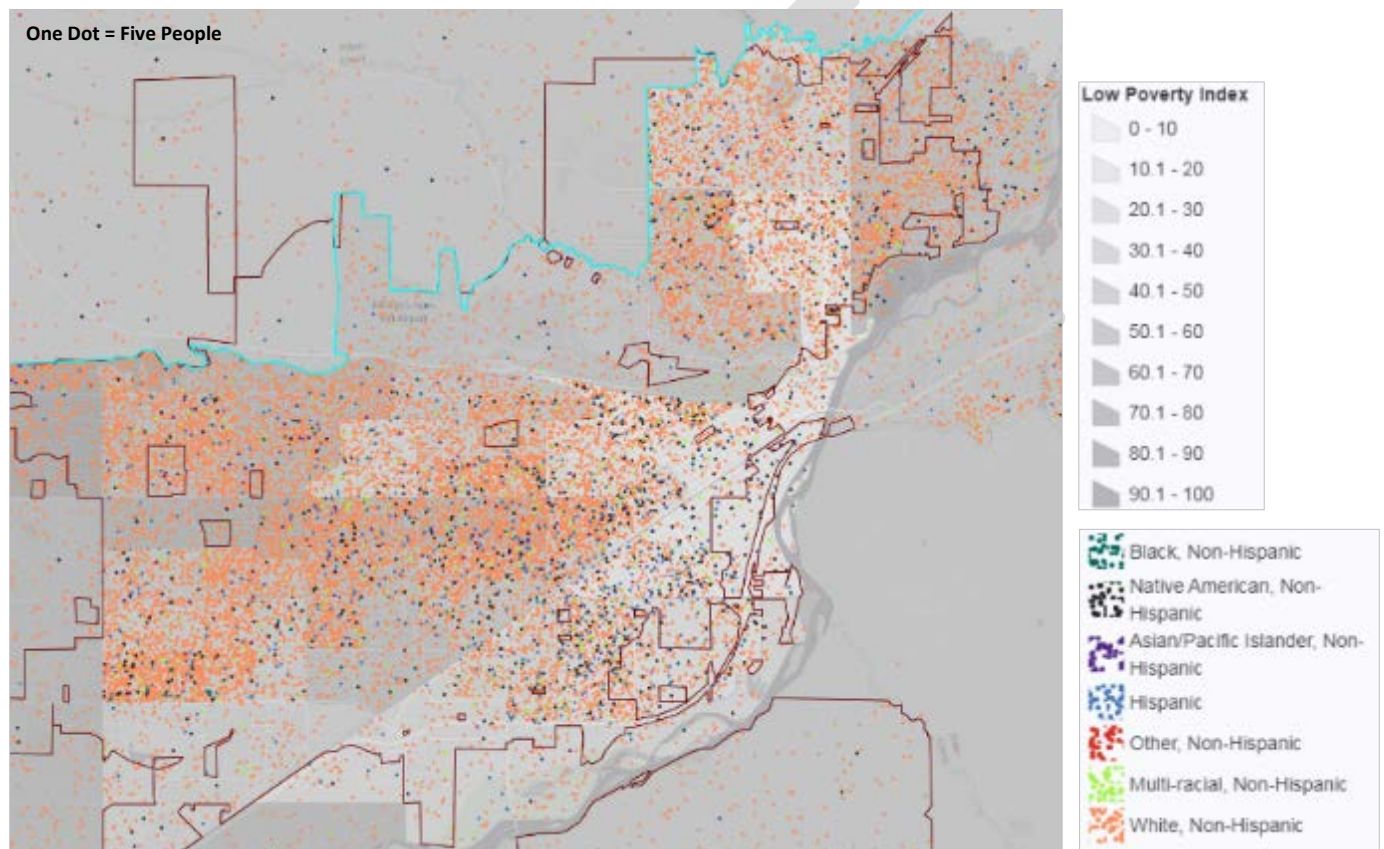
Spanish-speaking citizens are located in several areas of the City: northwest (65); north-central (41); south-central (123); Heights (100); and the South Side (48).



## Low Poverty Index

The Low Poverty Index is an opportunity indicator that captures the depth and intensity of poverty in a given neighborhood through data analysis of family poverty rates and the percentage of households receiving public assistance at the Census Tract level. The Index is a value ranging from zero (higher access to opportunity) to 100 (lower access to opportunity).

**Race / Ethnicity:** In the [Poverty and Race / Ethnicity map](#) below, the darker gray areas indicate neighborhoods with low exposure to poverty and the lighter areas indicate higher exposure. There appears to be a fairly even distribution of people with varying race and ethnicity in these areas citywide.



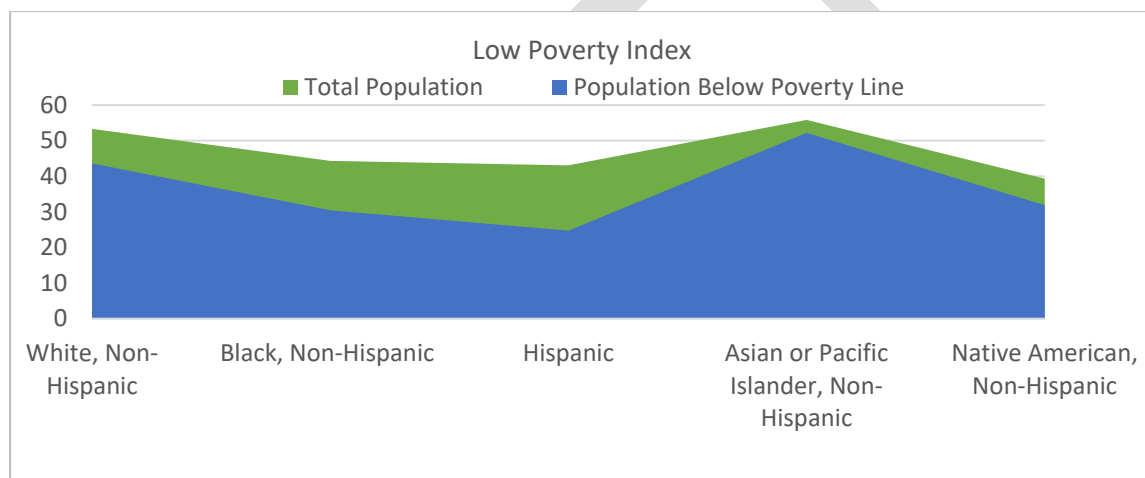
Opportunity Indicator - Low Poverty Index				
Zero - Low Access to Opportunity, 100 - High Access to Opportunity				
Race / Ethnicity		Total Population	Poverty	Difference
White	Non-Hispanic	53	44	10
Black		44	30	14
Asian / Pacific Islander		56	52	4
Native American		39	32	7
Hispanic		43	25	18

HUD Table 12, American Community Survey, 2009-2013

In the chart above, the Native American population has the lowest index opportunity score (39) and those in poverty have an index opportunity score of 32. The overall Native American population has the lowest access to opportunity in this assessment.

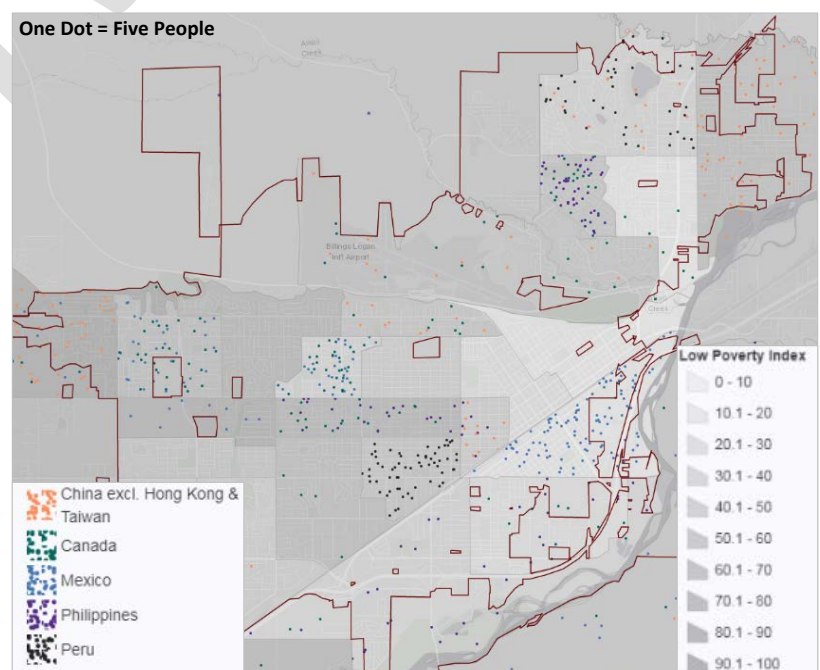
The Hispanic cohort has an overall index score of 43, although the group's opportunity score plummets to 25 for those experiencing poverty. Hispanic people in poverty have the lowest opportunity index score of any group in Billings. This is the lowest opportunity score in the assessment and the most significant discrepancy when comparing those in poverty to the overall population.

The Black population has an opportunity index score of 44 and those in poverty have a score of 30. This is also a significant difference between the overall population and those experiencing poverty with a 14 point disparity. The Asian / Pacific Islander population has the highest opportunity score of any group in Billings (56) and those in poverty also have the highest score (52). The overall White population also has a high opportunity index score (53) and a poverty score of 44.



**National Origin:** While evaluating the locations of those born outside of the United States in relation to the Low Poverty Index, it is important to note that less than two percent of the Billings population is foreign-born. Minorities are living in many areas of Billings and in Census Tracts with a range of scores in the Low Poverty Index.

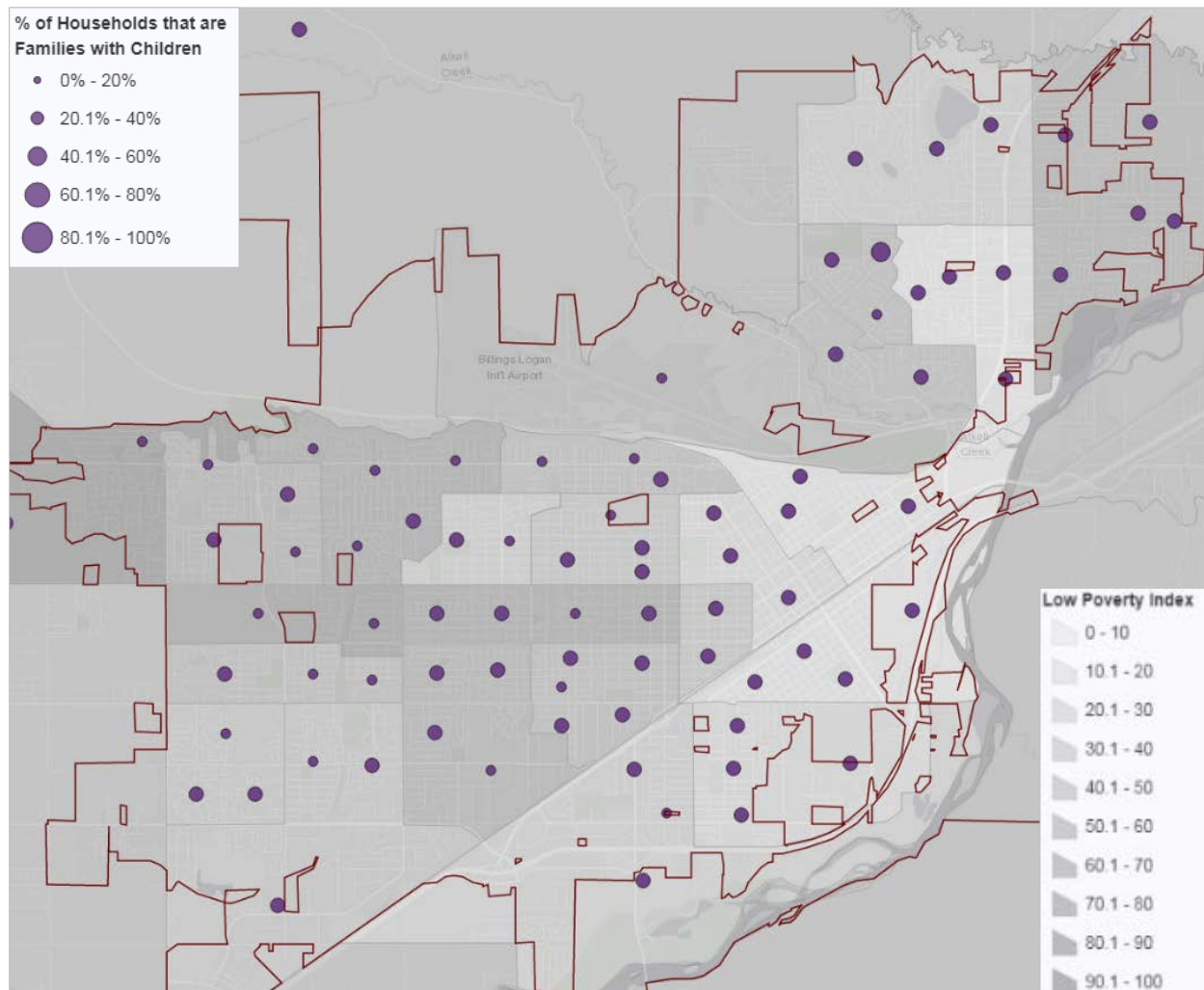
People born in China are living in the Heights neighborhood in Census Tracts with a Low Poverty Index of 39 (7.01) and another tract (7.02) with an index score of 69. They also reside on the west end in a Census Tract with a very high index score of 97 (18.01).





People born in Mexico are living in: Census Tract 18.01 with a Low Poverty Index score of 97; Tract 18.02 with a score of 64; Tract 12.00 with a score of 33; and in Tract 3.00 with an index score of 11.

**Family Status:** The percentage of families in relation to the Low Poverty Index appears to be distributed across the City of Billings with varying access to opportunity. The percentage of families by Census Tract Block Groups ranges from 23 to 60 percent.



## Section Three - Disproportionate Housing Needs

Analyze and assess if any groups of persons in the context of protected classes experience greater housing needs when compared to other populations in the jurisdiction and statewide.

### Introduction

The Disproportionate Housing Needs section analyzes if people of specific protected classes in the entitlement cities and statewide experience greater housing needs compared to other populations. Understanding if certain demographics are more likely to experience different or higher housing needs is crucial to furthering fair housing choice and addressing those housing needs through policy. The data that informs this report regarding disproportionate housing needs come from the Comprehensive Housing Affordability Strategy (CHAS) data. [CHAS data is a special tabulation that counts the number of housing units/households that have certain combinations of HUD-specified characteristics, summarized for HUD-specified geographies.](#)

### Definitions

There are four **housing problems** in the CHAS data:

- 1) A housing unit lacks complete **kitchen** facilities.
- 2) A housing unit lacks complete **plumbing** facilities.
- 3) **Overcrowding** is defined by having more than 1 person per room, while **severe overcrowding** is defined as having more than 1.5 persons per room.
- 4) **Cost burden** is defined as a household paying more than 30% of income on housing, and **severe cost burden** is paying more than 50% of income on housing.

A household is said to have a housing problem if they have any 1 or more of these 4 problems.

**Severe Housing Problems** are defined by increasing metrics of the above four housing problems.

**Disproportionate housing needs** refer to any household experiencing any of the housing problems: incomplete plumbing, incomplete kitchen, overcrowding, and housing cost burden.

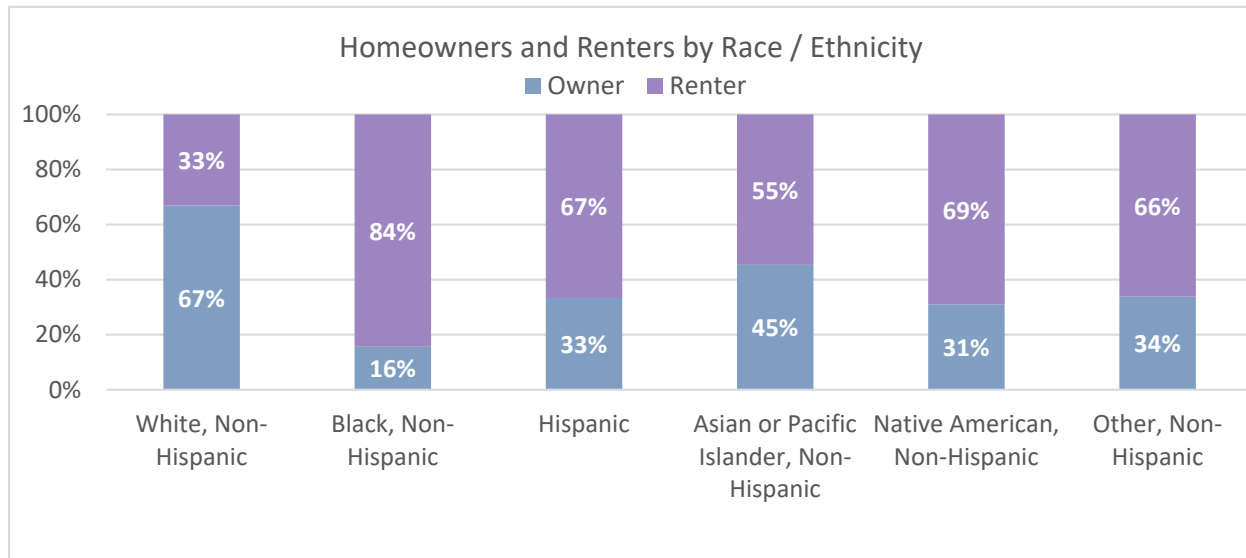
**Substandard housing** contains two of the four housing problems: housing units lacking kitchen and plumbing facilities. More specifically, the criteria is households without hot and cold piped water, a flush toilet and a bathtub or shower; and households with kitchen facilities that lack a sink with piped water, a range or stove, or a refrigerator.

**Cost burden** is defined as a household paying more than 30% of income on housing, and **severe cost burden** is paying more than 50% of income on housing.

**Protected classes** include race, color, religion, national origin, sex, disability and familial status. Housing barriers encompassed under disproportionate housing can disproportionately affect certain protected groups of communities compared to other protected groups. By looking at these issues, patterns can be seen and better understood about the housing environment that protected groups are facing in the state. In this section, entitlements will present the needs of families with children in terms of the stock of publicly supported housing and the differences in rates of renter-occupied and owner-occupied housing by race and ethnicity. Lastly, a comparison of findings is identified by each entity.

## Renters and Homeownership

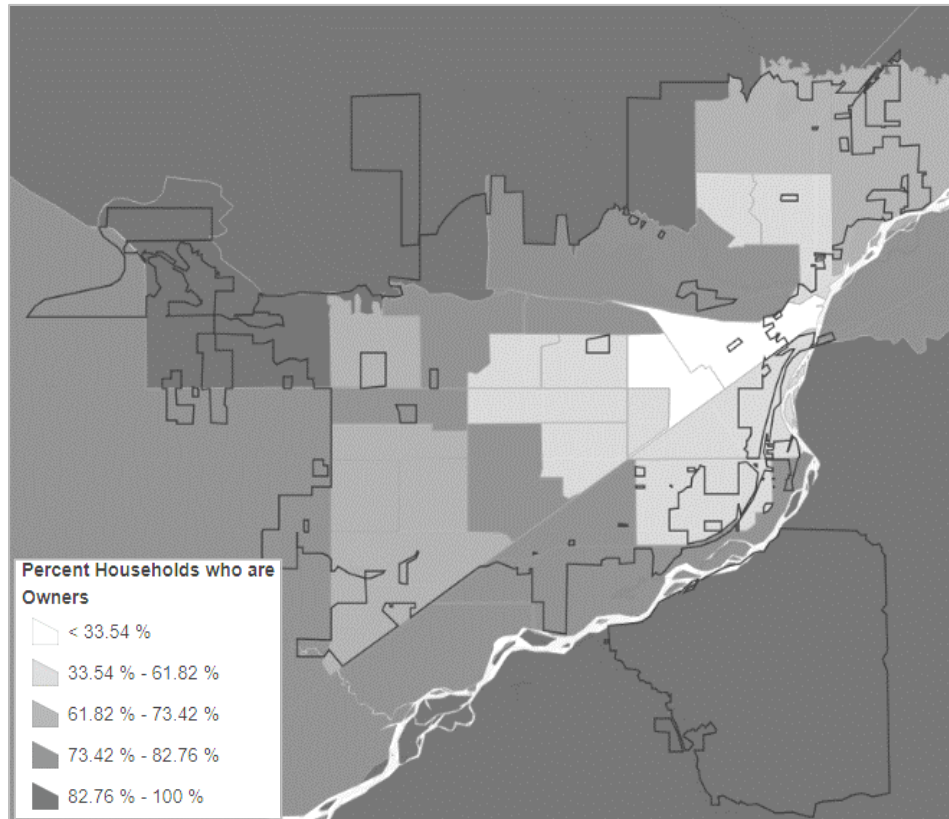
The White population in Billings is the only group with a majority who are homeowners (67 percent of the total 39,730 households). In contrast, the majority of all 4,413 racial / ethnic minority households are renters. Although the Black, Non-Hispanic population is represented in the table below with 480 owner / renter households, they represent the highest renter rate of all minorities at 84 percent. The data indicates 1,385 total Native American households in Billings and 69 percent are renters, 31 percent are homeowners.



HUD Table 16, 2010

Owners represent 33 percent of the total 1,605 Hispanic households in Billings. The other 67 percent of Hispanic households are renters. The data indicates there are 293 and 650 Asian / Pacific Islander and Other Non-Hispanic households in Billings, respectively. Forty-five percent of Asian / Pacific Islander households are homeowners while 55 percent are renters. Thirty-four percent of the Other, Non-Hispanic households are homeowners and the remaining 66 percent are renters.

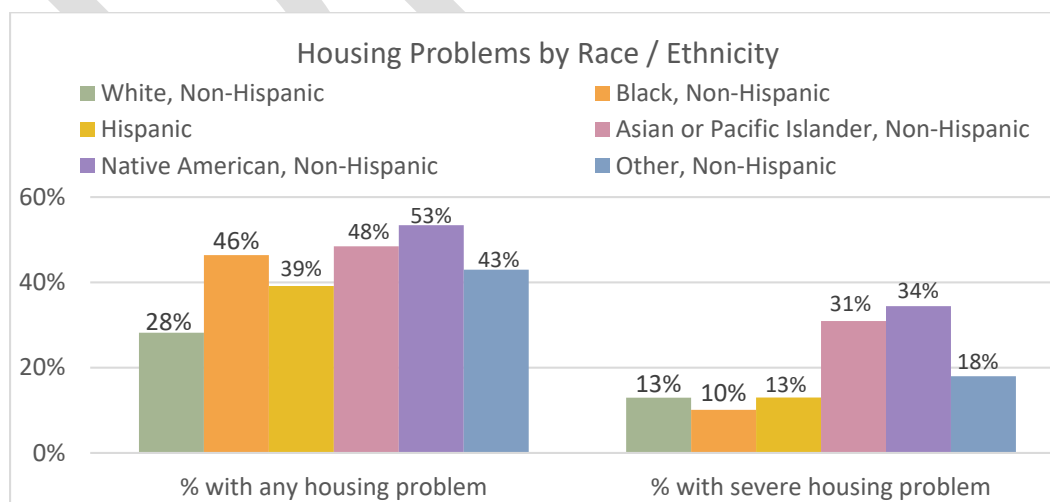
According to HUD map 16 (below), the majority of households in the North Park neighborhood are renters. The surrounding North Elevation and South Side neighborhoods also have higher percentages of rental units while central, Southwest Corridor, and the northern areas of Billings have higher percentages of homeownership housing units.



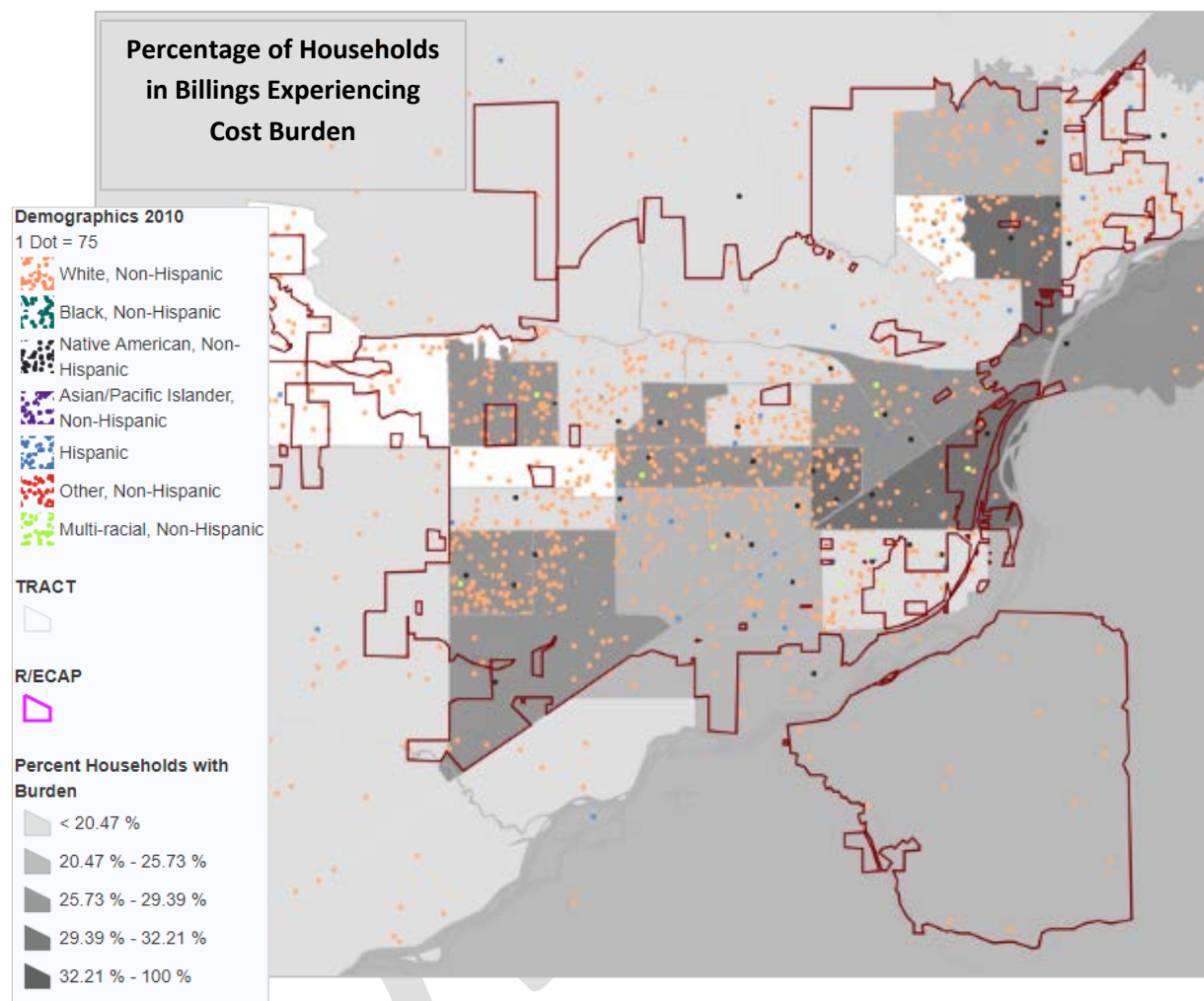
HUD Map 16, 2010

## Housing Problems

Racial and ethnic minority households in Billings are experience more housing problems than the White, Non-Hispanic population. HUD's Table 9 data illustrates that 734 of the 1,374 Native American households are experiencing at least one housing problem such as incomplete kitchen or plumbing facilities, more than one person per room, or cost burden greater than 30 percent. The data also illustrates 473 of the total 1,374 Native American households are experiencing incomplete kitchen or plumbing facilities, more than one and a half persons per room, or cost burden greater than 50 percent.



Forty-eight percent Asian households (141 of the total 291 households) are experiencing a housing problem and 31 percent (90 households) are experiencing a severe housing problem. Forty-six percent of Black, Non-Hispanic households are experiencing a housing problem; this cohort represents a total of 225 of the total 485 households in Billings. Forty-nine of these households are experiencing a severe housing problem.



HUD Map 6, 2010

**Cost Burden:** According to HUD Table 10 (below), twelve percent, or 5,445 households, are severely cost burdened in Billings. Three hundred and ninety of the total 1,374 (28 percent) Native American households are described as experiencing severe cost burden (housing costs more than 50 percent of household income). Twenty-two percent of Asian / Pacific Islander households are considered cost-burdened, equating to 65 of the 291 total households.

Nineteen percent of non-family households, 3,402 of the total 17,734, are considered cost-burdened while eight and six percent of smaller (less than five people) and larger families (more than five people) are experiencing severe cost burdens.

**Households with Severe Housing Cost Burden**

<b>Race / Ethnicity</b>	<b># Severe Cost Burden</b>	<b># Households</b>	<b>% Severe Cost Burden</b>
White, Non-Hispanic	4,625	39,726	12%
Black, Non-Hispanic	55	485	11%
Hispanic	200	1,610	12%
Asian or Pacific Islander, Non-Hispanic	65	291	22%
Native American, Non-Hispanic	390	1,374	28%
Other, Non-Hispanic	110	640	17%
<b>Total</b>	<b>5,445</b>	<b>44,135</b>	<b>12%</b>
<b>Household Type and Size</b>	<b># Severe Cost Burden</b>	<b># Households</b>	<b>% Severe Cost Burden</b>
Family households, <5 people	1,878	23,459	8%
Family households, 5+ people	170	2,964	6%
Non-family households	3,402	17,734	19%

HUD Table 10, Data Source: CHAS



## Section Four - Publicly Supported Housing Analysis

Local participants are required to use HUD-provided data, local data, and local knowledge to answer a series of questions designed to assess whether there are fair housing issues associated with the location or occupancy of publicly supported housing. The questions address the protected class characteristics of the persons and households receiving housing assistance, at both the program and development level, including comparisons with the overall population in the program participant's geographic area. The section also asks for an assessment of the areas in which the housing is located, including whether the housing is in segregated or integrated areas, R/ECAPs, or areas with disparities in access to opportunity.

### Introduction

Publicly Supported Housing (PSH) is an important component to fair housing choice. PSH allows portions of a given population to have safe, affordable, stable housing and resources that the private housing market may not offer in the same way. PSH allows people to afford housing based on income, and the variety of PSH programs allows the concept to succeed in differing local economies and communities across the United States.

### Metrics and Definitions

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Publicly supported housing included in this analysis is divided into the following major program categories: **Public housing** was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities.

**Project-Based Section 8** is any housing owned, and supervised by a Public Housing Authority (PHA) to provide housing to low income households. These housing developments may be managed or partially owned by another entity but are controlled by the PHA.

The **Housing Choice Voucher Program (HCV)** is a subsection of the Section 8 Program. This program gives rental assistance to the tenants directly, which allows a tenant to move to another housing unit and still receive assistance. It can be used for home purchases as well.

The **Housing Trust Fund (HTF)** is a subsection of the Section 8 Program. This program gives rental assistance to the tenants directly, which allows a tenant to move to another housing unit and still receive assistance. It can be used for home purchases as well.

The Office of **Public and Indian Housing (PIH)** ensures safe, decent, and affordable housing, creates opportunities for residents' self-sufficiency and economic independence, and assures the fiscal integrity of all program participants.

**Other Multifamily**, Section 202 and Section 811 are programs for Elderly People and Disabled People respectively. Section 202 provides funds for affordable housing for the elderly. Section 811 provides non-profits with funding for Supportive Housing for disabled people. USDA also has a Rural Housing Program for rural areas under 20,000.

**Supportive Housing** is developed specifically to serve the needs of disabled households, and formerly homeless households. These homes often come with services that are developed to easily support these groups.

**Low Income Housing Tax Credit** is tax incentive administered by the IRS (Internal Revenue Service) to encourage developers to create affordable housing. The incentives are distributed to each state and each state is largely responsible for distributing each according to broad guidelines from the federal government.

**HOME Investment Partnerships Program (HOME)** provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. It is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

**Community Development Block Grant (CDBG) Program** provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

**Tax Increment Financing (TIF)** is a program that allocates future increases in property taxes from a designated area to pay for improvements only within that area.

**Subsidized Housing** is housing made affordable through government subsidies to either tenants or directly to landlords.



## Publicly Supported Housing

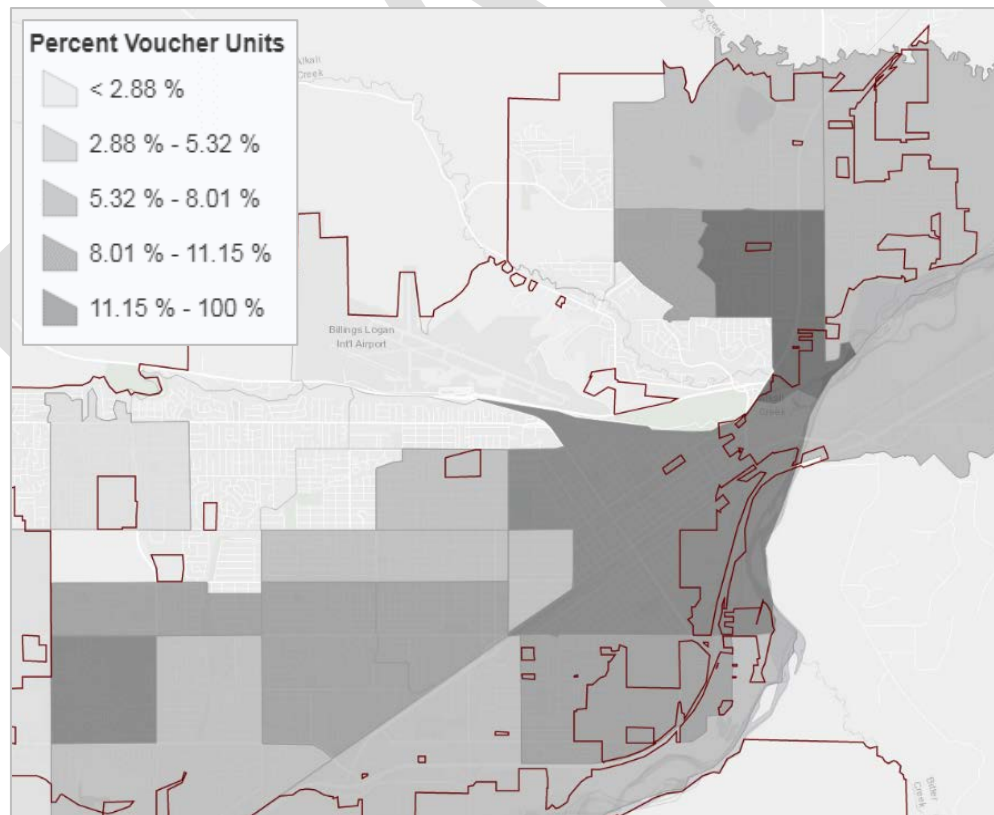
According to HUD's Table 5 data, less than six percent of all housing units in Billings are publicly supported; just under 2,400 units. The majority of the units are funded through the Housing Choice Voucher program, followed by Project-Based Section 8 assistance.

### Publicly Supported Housing Units by Program Category

Housing Units	#	%
Total housing units	41,939	-
Public Housing	274	0.65%
Project-Based Section 8	808*	1.93%
Other Multifamily	172	0.41%
Housing Choice Vouchers	1,124	2.68%
Total supported housing	2,378	5.67%

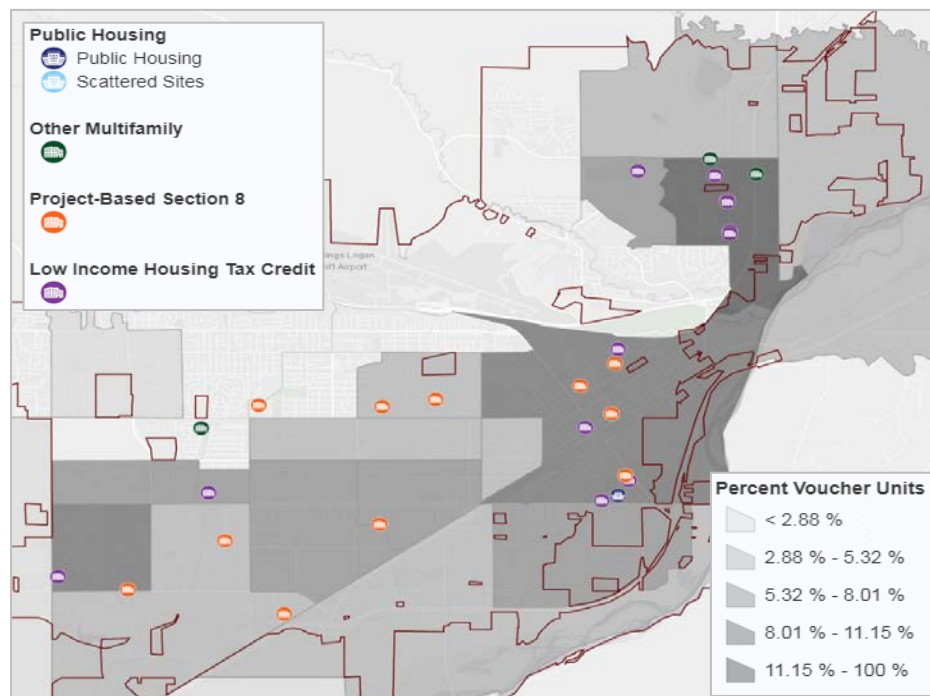
*HUD Table 5, Montana Department of Commerce notes there are 806 units in Billings.*

**Housing Voucher Locations:** Just under 17 percent of the housing units in the southern Heights area (Census Tract 706) are identified as being publicly assisted via housing vouchers. This is the highest concentration of units in the City. The North Elevation (Census Tract 402) and South Side neighborhoods (Census Tract 300) also have higher concentrations of housing vouchers (11 and 10 percent, respectively). Just under nine percent of the housing units in the North Park area (Census Tract 200) are housing voucher units.



*HUD Map 5 - Publicly Supported Housing Units*

Publicly supported housing units are located citywide and in varied income levels and racial / ethnic concentrations. The locations of the housing developments align with the percentage of voucher units identified in each Census Tract.



HUD Map 5 - Locations of Publicly Supported Housing

**Race and Ethnicity:** Over 2,200 households reside in publicly supported housing in Billings. The majority of the households, 75 percent, are White. Native Americans represent 16 percent of the overall population residing in publicly supported housing and 36 percent of the public housing units. The Hispanic population is relatively consistent across all forms over publicly supported housing, ranging from five to eight percent. A very small percentage of the total publicly supported housing residents are Black or Asian or Pacific Islander households; 63 (three percent) and 13 (one percent), respectively.

**Publicly Supported Housing Residents by Race / Ethnicity**

	Total by Housing Type	White		Black		Hispanic		Asian or Pacific Islander		Native American*	
		#	%	#	%	#	%	#	%	#	%
Public Housing	272	143	54%	10	4%	15	6%	5	2%	99	36%
Project-Based Section 8	711	638	84%	13	2%	38	5%	1	0%	81	10%
Other Multifamily	165	164	98%	0	0%	1	1%	0	0%	0	0%
Housing Choice Vouchers	994	698	73%	40	4%	80	8%	7	1%	169	15%
Total in Housing	2,201	1,643	75%	63	3%	134	6%	13	1%	348	16%

HUD Table 6, 2010, \*HUD User Dataset *A New Picture of Subsidized Households*

The Other Multifamily Assisted Housing category comprises less than eight percent of the total publicly supported housing units in Billings. In this category, HUD identified the Grandview Apartments / Accessible Space, Inc. housing development along with two projects to serve the elderly. Magic City Terrace and Aspen Grove were developed by the volunteers of America. Grandview Apartments is 91 percent White and the Volunteers of America units are 98 percent White.

**Disabilities:** Project-based Section 8 units have the highest percentage of disabled individuals (35 percent) followed by Housing Choice Vouchers at 29 percent. Sixteen percent of the residents in Multifamily Assisted Housing are disabled. This category refers to three projects in Billings, two of which are occupied by elderly persons and one is occupied by disabled citizens.

**People with a Disability in Publicly Supported Housing in Billings, MT**

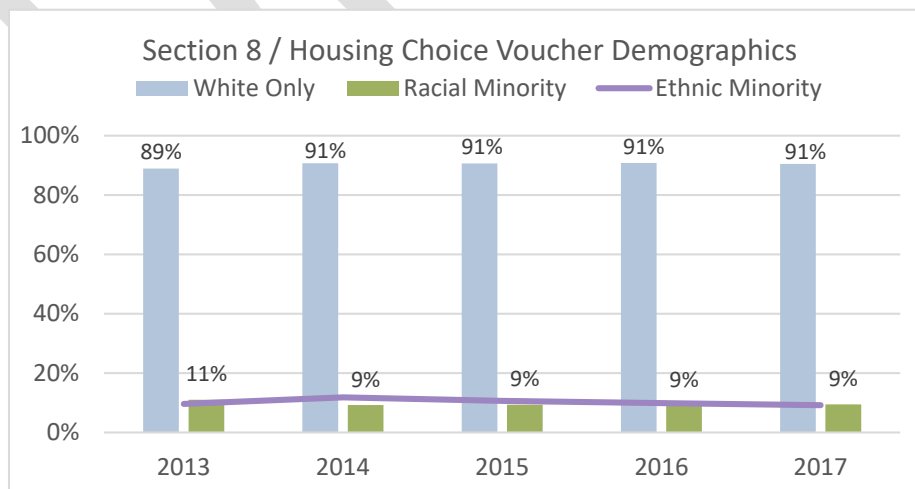
HOUSING TYPE	#	%
Public Housing	34	13%
Project-Based Section 8	274	35%
Other Multifamily	27	16%
Housing Choice Vouchers	291	29%

HUD Table 15, 2010

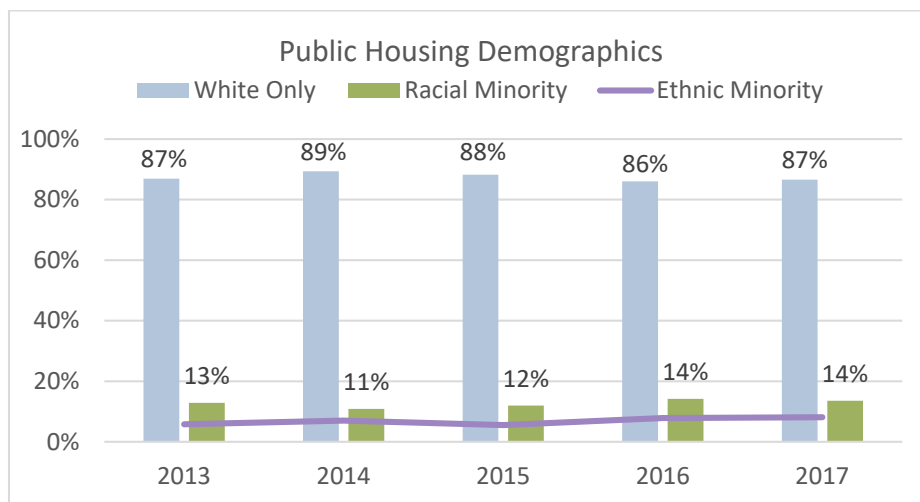
#### Public Housing Authority Review

The Housing Authority of Billings manages 274 housing units in scattered developments across the City and they own 58 single-family homes. The multi-family units have less than 40 apartments in each development. The organization manages 1,152 Housing Choice Vouchers and provides assistance to over 1,100 families including 950 children. The Housing Authority also manages over 100 apartment homes to serve the elderly and / or disabled with Project-Based Section 8 vouchers at the Pleasantview Apartments.

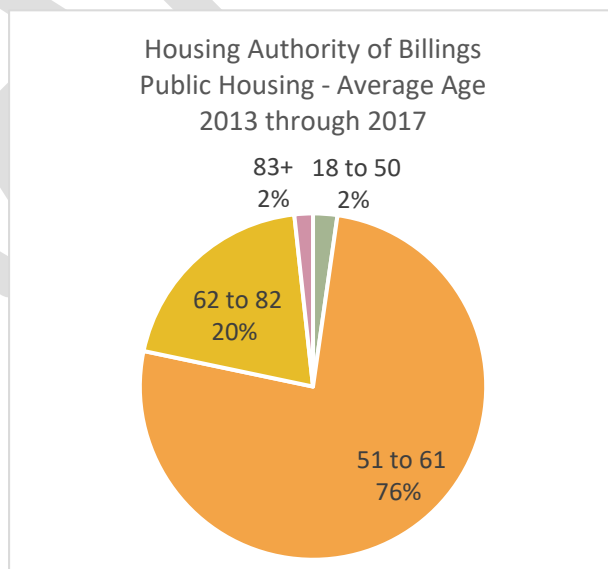
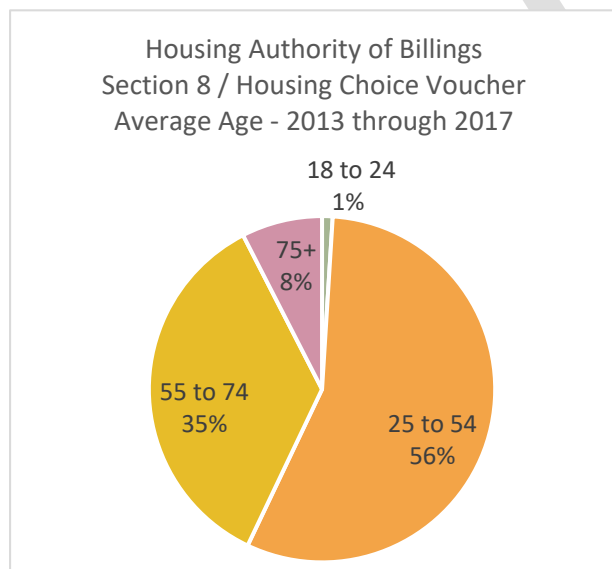
**Race and Ethnicity:** The Housing Authority of Billings serves an average of over 700 households and over 2,700 individuals through voucher programs (2013 through 2017). Ninety percent of those served are White, 10 percent are racial minorities and 10 percent are ethnic minorities.



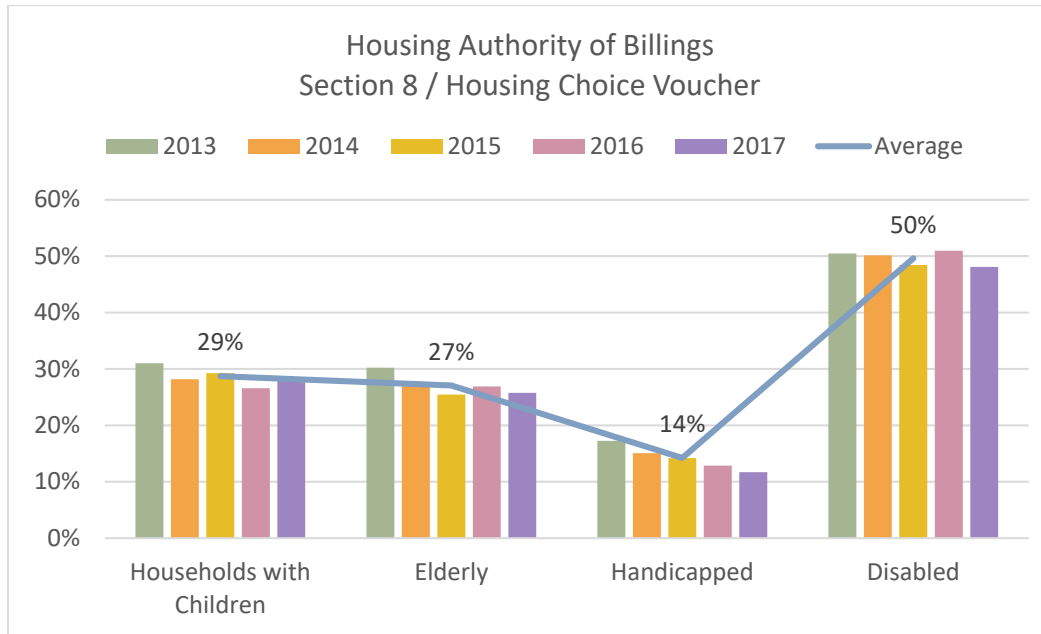
From 2013 through 2017, the Housing Authority's public housing program served an average of 300 households representing an average of 773 household members. On average, 87 percent are White, 13 percent are racial minorities and seven percent are ethnic minorities.



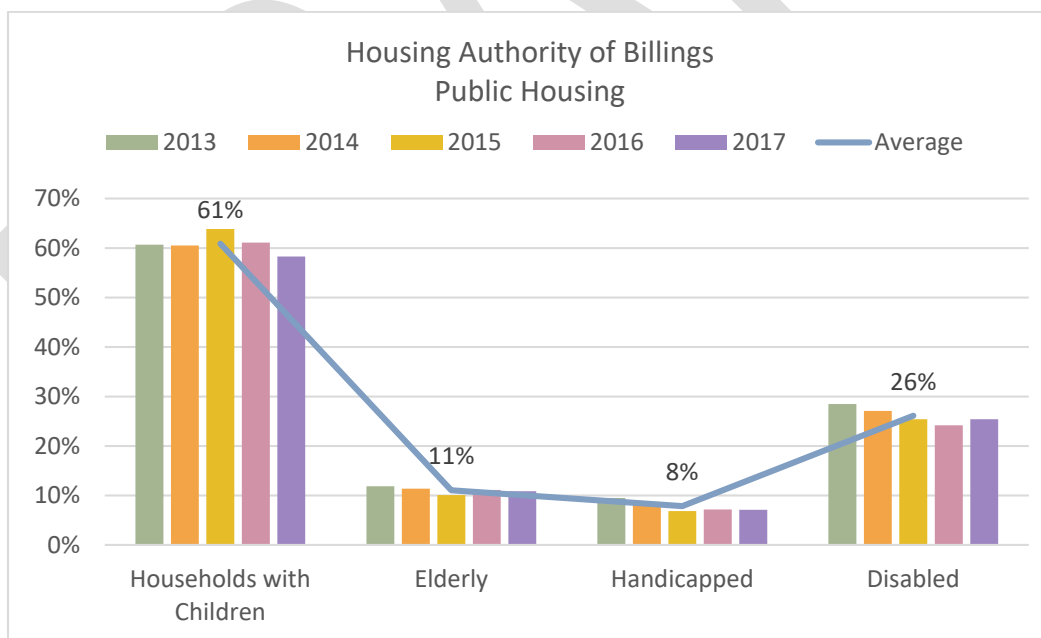
**Age:** Over half of the total household adult members served in the voucher program are ages 25 to 54 while 35 percent are between the ages 55 to 74. Eight percent are at least 75 years of age. In the public housing program, over 75 percent of the total household adult members are between the ages of 51 and 61 years. Twenty percent are between the ages of 62 and 82, and two percent are at least 83 years of age.



**Households with Children, Elderly, Handicapped, and Disabled:** The percentage of voucher households identified as disabled has remained fairly consistent and averages 50 percent. Nearly 30 percent of the households have children. The percentage of households identified as elderly and handicapped has dropped slightly from 2013 to 2017, indicating the potential for a downward long-term trend.



The majority of the households in public housing have children and the average percentage of households identified as disabled has fluctuated between 24 and 28 percent. The average percentage of households identified as elderly and handicapped have remained level at approximately 11 and eight percent, respectively.



## Section Five - Disparities in Access to Opportunity

Analyze education, employment and transportation opportunities in the participating entitlements and statewide.

### Introduction

This subsection analyzes disparities in access to education, employment and transportation opportunities. This content analyzes how a person's place of residence, locations of different opportunities, and related policies contribute to fair housing issues based on protected class. HUD has provided data for some protected class groups including opportunities indices by race and ethnicity, national origin and familial status. This is supplemented with local data and knowledge. This section best encompasses how this assessment to fair housing is not "just housing" but rather a more complex analysis of intertwined factors.

### Metrics

**School Proficiency Index (SPI)** uses data from 4th grade student state exams to determine which neighborhoods have access to high-performing elementary schools and which neighborhoods do not. Values are percentile ranked and range from 0 to 100. The higher the score, the higher the school system quality is in a neighborhood.

**Low Poverty Index (LPI)** is an index that captures poverty in a given neighborhood by ranking them between 0 and 100. The higher the score, the less exposure to poverty in a neighborhood.

**Labor Engagement Index (LEI)** measures the intensity of the labor market in terms of level of employment (measured by unemployment rate), labor force participation rate, and educational attainment (measured by college education or higher) in a neighborhood. The higher the value in this index, the higher participation and human capital for labor in a neighborhood.

**Job Proximity Index (JPI)** looks at the accessibility of a neighborhood for all jobs. The greater the concentration of jobs in an area, the higher the values for this index. The JPI does not consider the quality of jobs within an area. A low skilled and low wage job counts the same as a high skilled and high wage job.

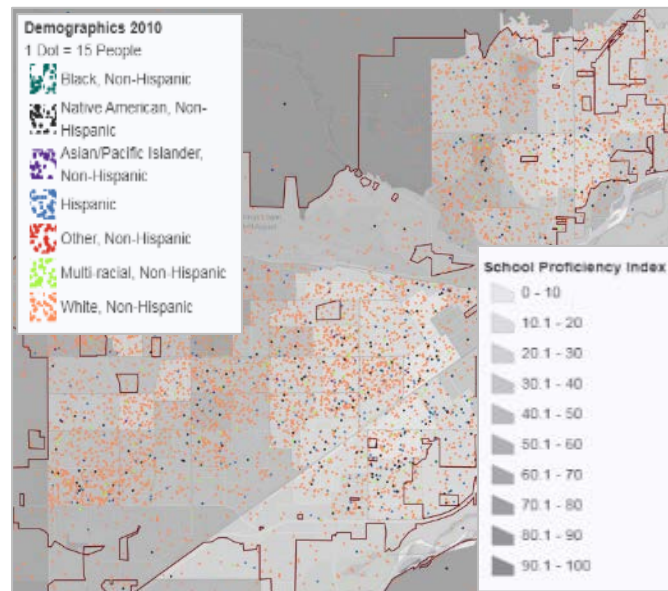
**Labor Market Index (LMI)** combines measures of employment, labor market participation, and educational attainment.

**Low Transportation Cost Index (LTCI)** measures the cost to households of all transportation, including private automobile. LTCI is based on the transportation costs for a 3-person, single-parent family at 50% median income for renters in the region. The higher transportation cost, the lower the transportation cost index value will be. Transportation costs in an area are affected by factors like availability of public transit, density of the neighborhood, and job or amenity proximity.



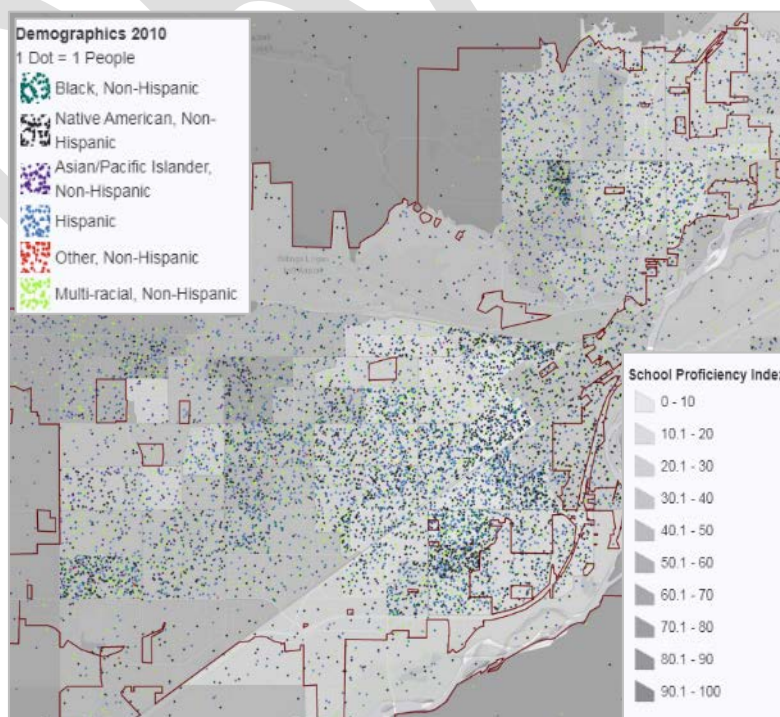
## Education

At first glance, the data in HUD's Map 7 - School Proficiency Index Based on Race and Ethnicity, minorities appear to reside across the City and have access to the most proficient schools in Billings.



HUD Map 7, 2010

If the White population is removed from HUD's mapping system, several areas of minority concentrations become more apparent, although index scores relative to these concentrations are not consistent across the City. In the Billings Heights area, Census tract 7.05 has a School Proficiency Index score of 67 and appears to contain a higher minority concentration. On the West End: Census Tract 17.03 has a School Proficiency Index Score of 46; 18.02 has a score of 77; and 13.00 has a score of 73. On the South Side: Census Tract 9.02 has a School Proficiency Score of five and 14 for Block groups two and three, respectively.



When reviewing the [Growth and Enhancement of Montana Students website](#), data indicates disproportionate success of racial / ethnic groups in meeting or exceeding educational standards in Billings' elementary schools.

#### Percent of Students Meeting / Exceeding Standards - English Language Arts

Grades	3rd	4th	5th	6th	7th	8th	Average
All Students	37.75%	40.59%	48.94%	42.42%	42.39%	40.38%	42%
American Indian/Alaskan Native	17.65%	18.99%	25.76%	22.09%	21.88%	19.18%	21%
White	42.78%	45.01%	53.80%	45.81%	46.52%	45.62%	47%
Hispanic	18.28%	22.02%	33.06%	33.33%	28.00%	20.79%	26%
Multi-Racial	29.59%	39.66%	42.96%	41.13%	35.71%	29.59%	36%
Students Eligible for Free or Reduced Lunch	24.02%	26.79%	35.28%	27.32%	28.18%	27.15%	28%

*Data for Asian, Black / African American, Native Hawaiian / Pacific Islander, and Migrant Program students is unavailable.*

#### Percent of Students Meeting / Exceeding Standards - Mathematics

Grades	3rd	4th	5th	6th	7th	8th	Average
All Students	49.06%	46.71%	42.49%	35.57%	35.74%	34.19%	41%
American Indian/Alaskan Native	27.00%	26.92%	18.18%	11.63%	-	15.28%	20%
White	55.54%	51.41%	47.38%	40.37%	39.76%	38.47%	46%
Hispanic	26.60%	31.48%	28.93%	22.22%	22.40%	19.80%	25%
Multi-Racial	34.69%	39.66%	35.07%	32.52%	27.84%	24.49%	32%
Students Eligible for Free or Reduced Lunch	35.28%	34.21%	29.38%	21.23%	21.41%	20.65%	27%

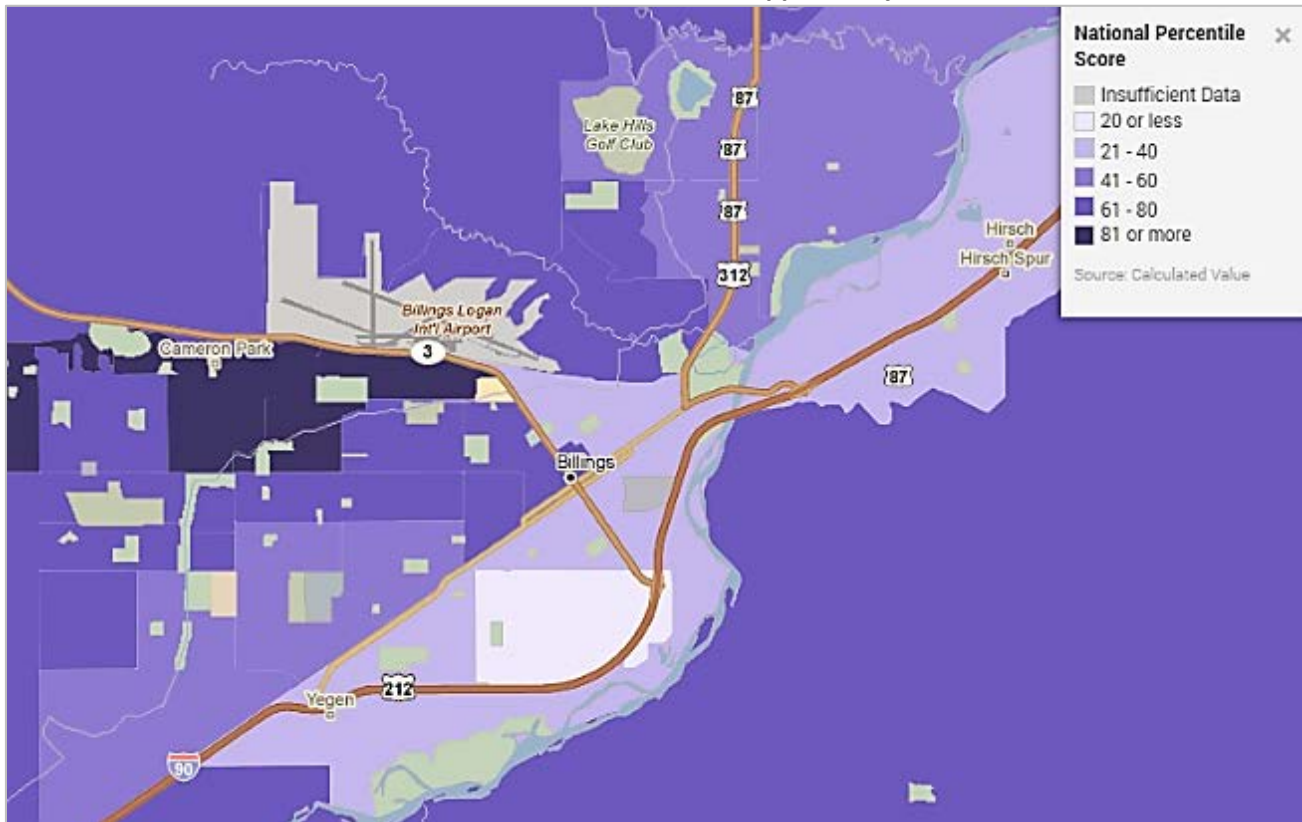
*Data for Asian, Black / African American, Native Hawaiian / Pacific Islander, and Migrant Program students is unavailable.*

The percentage of low income students (eligible for free / reduced lunch) meeting or exceeding educational standards is significantly lower than the overall student population in both English Language Arts and Mathematics. Likewise, minority students, including those identified as American Indian, Hispanic, or Multi-Racial are also less successful in meeting or exceeding educational standards.

[Opportunity360](#) has made a mapping system available utilizing Census and American Community Survey data to illustrate various levels of opportunity. The [Education Outcome Index](#) includes the share of people aged 25 and older with at least a High School Diploma, some college, Associate's Degree, or a Bachelor's degree or higher level of education (American Community Survey, 2017 five-year data). According to this mapping system, residents in northwestern Billings have the highest level of education achieved while those residing in the Southwest Corridor have the lowest index scores.

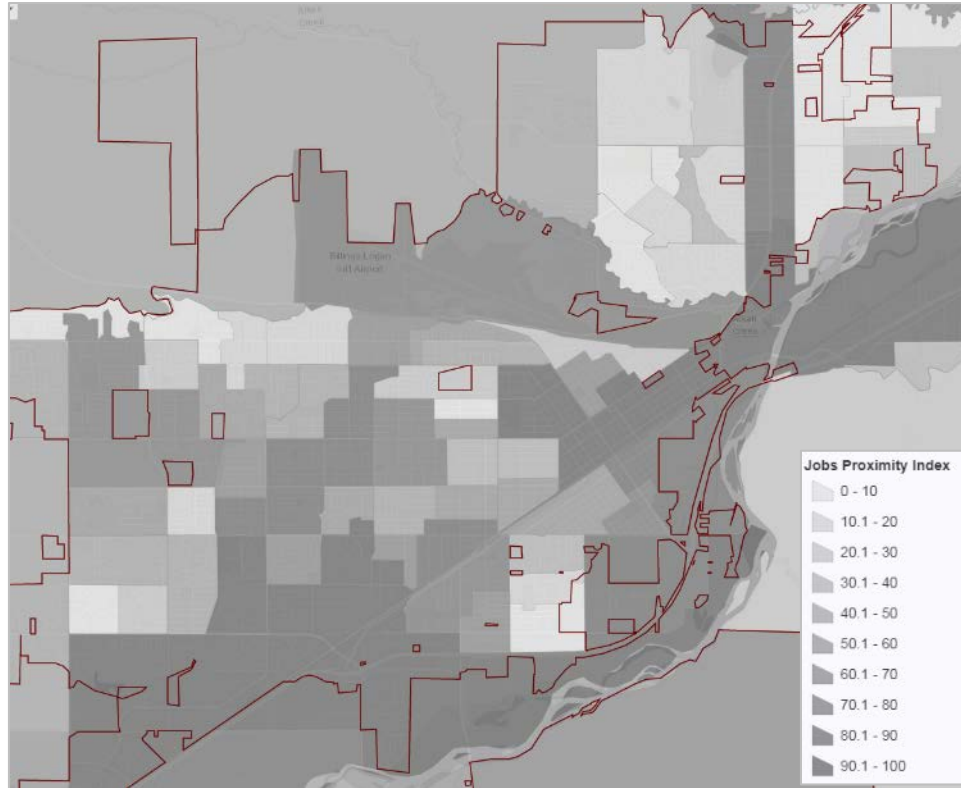


### Education Outcome Index - Opportunity360



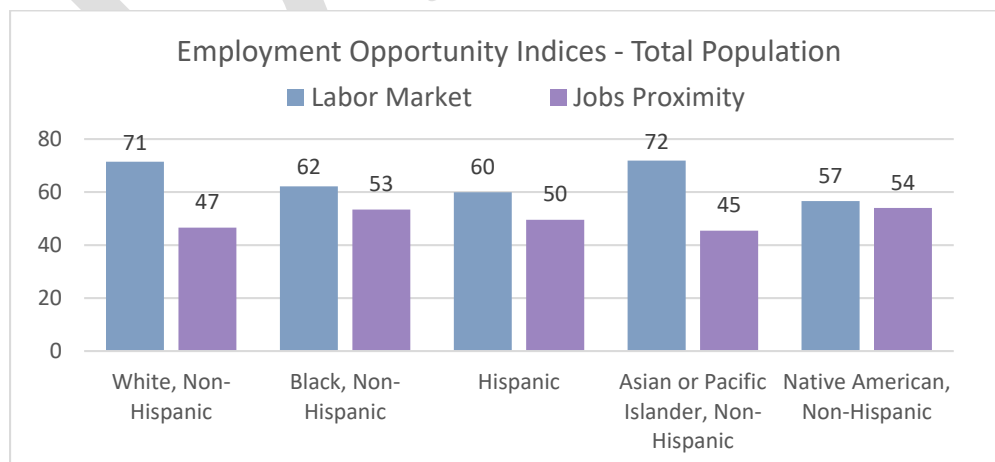
## Employment

According to the HUD map below, the Jobs Proximity Index indicates a wide range of accessibility for employment opportunities in Billings. There are several areas in Billings with lower index scores including the Billings Heights, a small area the Southwest Corridor, and a few areas in the Billings West End.



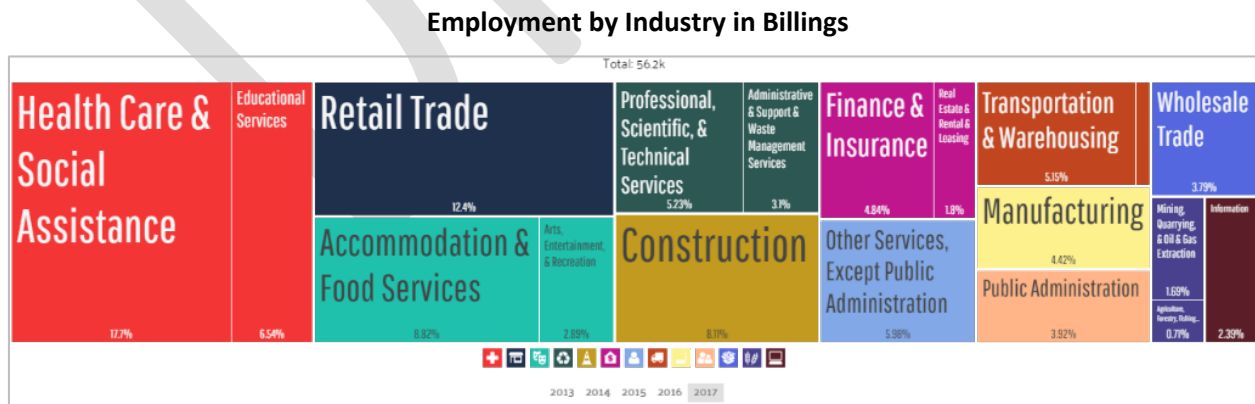
HUD Map 8, 2010

HUD data indicates the Labor Market Index (employment, labor market participation and educational attainment) for the total Billings population over 17 for all racial / ethnic groups in Billings and is the highest for both the Asian and White cohorts.



Jobs proximity index scores range from 45 to 54 for the total population and all races / ethnicities in Billings; the Asian group has the lowest index score and the Black population has the highest index score at 53.

According to [Opportunity360](#), the accessibility of jobs, goods and services is fairly consistent across the City. The majority of Billings maintains a score between 39 and 59 of the national percentile. The outer areas in Billings score between 19 and 38 of the national percentile. The central area of Billings along South 27<sup>th</sup> Street from the airport to the railroad tracks downtown has the lowest accessibility score relative to jobs, goods and services. The data utilized for this map may not represent the most recent construction of businesses and services along South 27<sup>th</sup> Street.



Data USA, 2017

## Transportation

Access to transportation is linked to fair housing choice. Where one lives limits or expands transportation options. Access to sustainable transportation such as public transportation can contribute to healthier communities, financial health, and increased mobility.

### Metrics

A **Walk Score** measures the walkability of any address based on the distance to nearby places and pedestrian friendliness. For each address, Walk Score analyzes hundreds of walking routes to nearby amenities. Points are awarded based on the distance to amenities in each category. Amenities within a 5 minute walk (.25 miles) are given maximum points. A decay function is used to give points to more distant amenities, with no points given after a 30 minute walk. Walk Score also measures pedestrian friendliness by analyzing population density and road metrics such as block length and intersection density. Data sources include Google, Factual, Great Schools, Open Street Map, the U.S. Census, Localeze, and places added by the Walk Score user community. See the table below to observe the Walk Score brackets and their implications:

Walk Score	Description
90-100	Walker's Paradise: daily errands do not require a car.
70-89	Very Walkable: most errands can be accomplished on foot.
50-69	Somewhat Walkable: some errands can be accomplished on foot.
25-49	Car-Dependent: most errands require a car.
0-24	Car-Dependent: almost all errands require a car.

Walk Score, 2019

A **Bike Score** measures whether an area is good for biking based on bike lanes and trails, hills, road connectivity, and destinations. These component scores are based on data from the USGS, Open Street Map, and the U.S. Census.

Bike Score	Description
90-100	Biker's Paradise: daily errands can be accomplished on a bike.
70-89	Very Bikeable: biking is convenient for most trips.
50-69	Somewhat Bikeable: some bike infrastructure.
0-49	Somewhat Bikeable: minimal bike infrastructure.

Walk Score, 2019

A **Transit Score** measures how well a location is served by public transit based on the distance and type of nearby transit lines. This score is a patented measure of how well a location is served by public transit. Transit Score is based on data released in a standard format by public transit agencies. To calculate a Transit Score, we assign a "usefulness" value to nearby transit routes based on the frequency, type of route (rail, bus, etc.), and distance to the nearest stop on the route. The "usefulness" of all nearby routes is summed and normalized to a score between 0 - 100.

Transit Score	Description
90-100	Rider's Paradise: world-class public transportation.
70-89	Excellent Transit: biking is convenient for most trips.
50-69	Good Transit: many nearby public transportation options.
25-49	Some Transit: a few nearby public transportation options.
0-24	Minimal Transit: it is possible to get on a bus.

Walk Score, 2019

## Analysis

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According to [WalkScore.com](https://www.walkscore.com), the City of Billings has an average Walk Score of 35 citywide, although many neighborhoods and areas have much higher scores. The city website has resources for travelling on foot, such as the benefits of walking and safety tips. Billings City Code addresses keeping sidewalks clear and accessible in multiple sections. Section [22-406](#) requires property owners and/or tenants to [remove snow](#), ice and slush from the sidewalk within 24 hours of the snow event. Additional Billings City Code Sections addressing sidewalk obstructions can be viewed [online](#).

Billings' Bike Score is 43 which indicates most errands would require a vehicle. However, Billings was chosen as the [Best Town of 2016 by Outside Magazine](#) due, in part, to its designation as a bicycle-friendly community. Billings has approximately [50 miles of multi-use trails](#), nearly 25 miles of on-street bike lanes, and over 60 parks throughout the City. The [Billings Bikeways & Trails Tour Map](#) illustrates a comprehensive system of bike lanes and [multi-use trails](#) citywide. The City of Billings has [several resources for cyclists](#), including multiple Bicycle User Groups intended for seniors, students, women and more.

WalkScore.com does not have a transit score recorded for Billings, however the City has the [Metropolitan Transit System \(MET\)](#). The MET has 17 fixed routes that cover approximately 43.52 square miles. The MET serves about 110,000 Billings residents, generating an average of 1,976 trips each weekday. MET Plus is a paratransit program that provides curb-to-curb services for those with disabilities.

Several low income areas have high walk and bike scores including North Elevation, North Park, and the South Side. The [North Elevation](#) neighborhood is the most walkable neighborhood in the city with an estimated 1,246 residents. Two major hospitals, museums, Pioneer Park, and Daylis Stadium are all located in this neighborhood. North Elevation has a Walk Score of 73 / Very Walkable and a Bike Score of 66 / Very Bikeable.

The [North Park](#) neighborhood is the second most walkable neighborhood in Billings and includes 4,155 residents. North Park's Walk Score is 60 indicating that some errands can be accomplished on foot. The North Park neighborhood includes two parks, museums, and a variety of markets and services along North 27<sup>th</sup> Street. The North Park neighborhood has a Bike Score of 56 indicating that the area is somewhat bikeable.

There are over 4,300 residents in the [South Side](#) neighborhood. The Walk Score is 55 and the Bike Score is 63 indicating the neighborhood is somewhat walkable and bikeable. The South Side includes two parks and some services, including access to healthcare through RiverStone Health.

[Billings TrailNet](#) is a nonprofit organization that supports the development of urban trails in and around the Billings community. The organization undertakes fundraising initiatives and has raised \$550,000 to support trail-building throughout the City.

## Section Six – Survey Data

Identify additional data sources utilized during the analysis process and indicate findings.

### Introduction

Efforts to garner survey data to prepare for the Analysis of Impediments to Fair Housing Choice began in 2018. Five years of HUD complaint data have been analyzed along with data received via the Fair Housing Community Survey. Surveys are available by request and charts are available in the appendices.

### HUD Complaint Data – 2013 through 2017

The most significant issues identified in recent HUD fair housing complaint data for the State of Montana are as follows:

- Thirty percent of all discrimination cases were filed by Montana Fair Housing (17 out of 56 cases without “no cause determination” status).
- The predominant basis for filing was disability.
- Sixteen percent of all disability cases include retaliation.
- The most significant issues:
  - Failure to make reasonable accommodation
  - Terms / conditions / privileges or services / facilities
  - Advertising, statements, and notices
  - Otherwise deny or make housing unavailable

Approximately 18% of all cases filed were closed due to a “No cause” or “Lack of jurisdiction” and the majority of cases (75%) were closed following conciliation, settlement, or resolution.

### Montana Fair Housing Community Survey Data - 2018

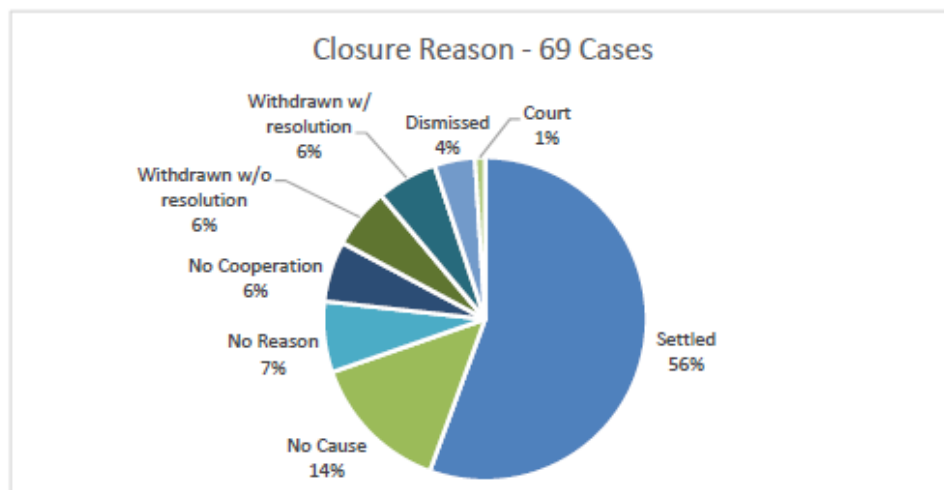
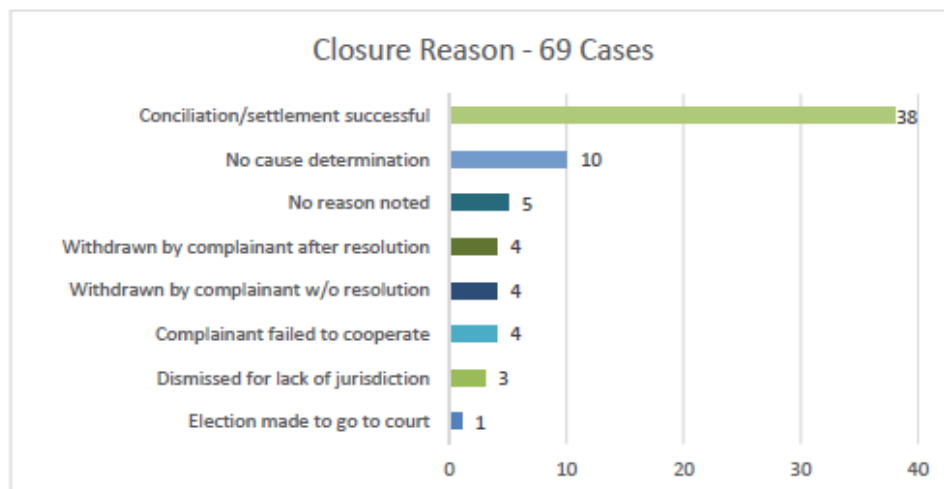
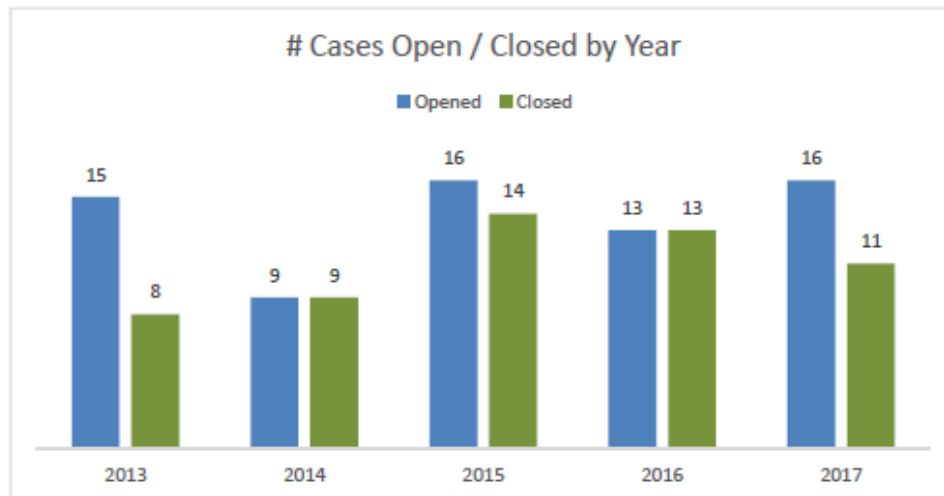
Findings primarily relate to the State of Montana respondents and many are similar to the findings for the City of Billings. If differences between the State of Montana and Billings exist, they are noted below:

- Over half of respondents are housing cost-burdened (53% Montana citizens paying over 30%, 59% in Billings).
- Nearly 60% of respondents have experienced housing cost increases over the past five years (57% in Billings).
  - Of those who are paying more, property taxes are the primary reason.
- The majority of respondents are residing in a single-family home.
- The majority of respondents do not receive housing assistance (90%).
- The most significant factor for rental housing choice is affordability, followed by unit size and required deposit in second position. This is followed by neighborhood, then credit score.
- The most significant factor for homeownership housing choice is affordability, followed by home size, and then neighborhood.

- Thirty-six percent of respondents witnessed housing discrimination and 50% have not (37% have and 46% have not in Billings). 13% do not know if they have witnessed housing discrimination (16% in Billings).
- Income is the primary reason cited for housing discrimination, followed by race, criminal background, then source of income (Billings – income, race, familial status, criminal background).
- Rental owners / managers are cited as the primary person / organization engaging in discriminatory behavior.
- Montana Fair Housing is the primary contact for respondents who have experienced or witnessed housing discrimination; 171 respondents would not know who to contact (Billings – 26 would not know who to contact).
- One hundred and sixteen Montana respondents indicate they know someone who was refused a rental or sale agreement to obtain housing (23 in Billings).
- The availability of grocery stores, parks, banks, and housing conditions are the top neighborhood amenities noted by survey respondents (Billings – grocery stores, banks, pharmacy and housing conditions tie for third).
- Respondents note lowest availability of neighborhood lighting, libraries, jobs, and public transit.
- Increased housing rent / payments is cited as the most significant factor in worsening housing choice or situation followed by crime, job loss, and extreme weather.
- Most respondents did not indicate needing housing support. Respondents go to family and friends most often, followed by government agencies or programs, nonprofit organizations, and then church or faith-based groups.
- The majority of respondents are either not familiar or somewhat familiar with fair housing laws (85% in Montana, 87% in Billings).
- The majority of respondents are White (86%); 13% are minorities (Billings - 82% White, 18% minorities).
- Nearly all of the respondents speak English.
- Twenty-two percent indicate someone in their household has a disability (35% in Billings).
- The majority of respondents have attended college (89%); 35% have a bachelor's degree, 27% have a graduate degree (Billings – 85% attended college, 24% have a bachelor's degree, 21% have a graduate degree).

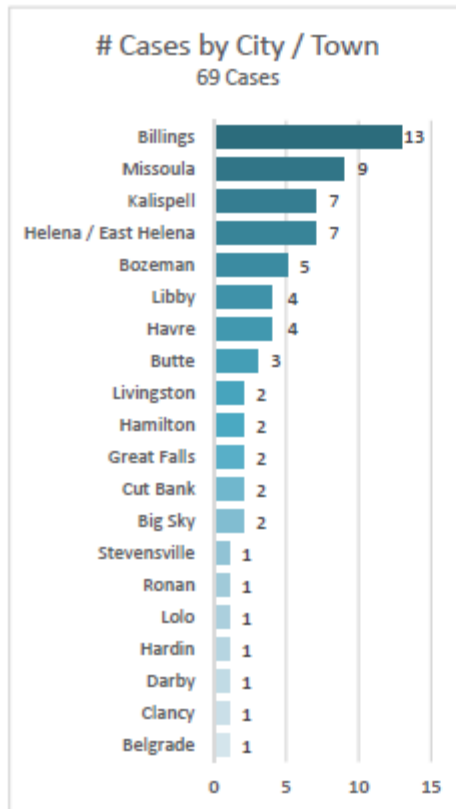
## Section Seven - Appendices

### HUD Discrimination Complaint Data

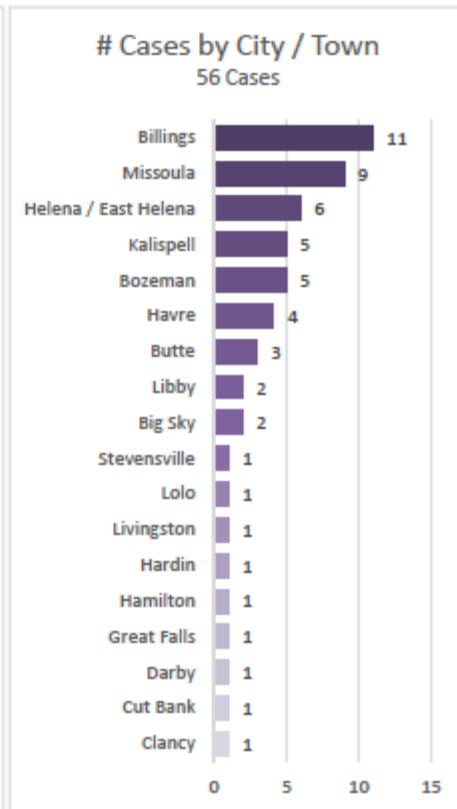




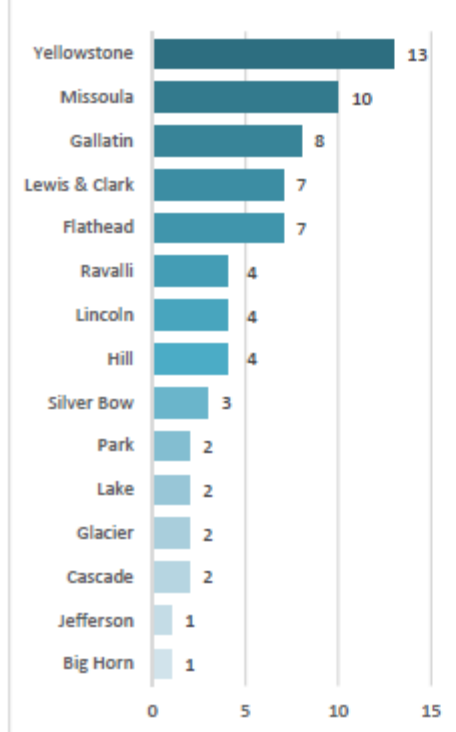
All Cases



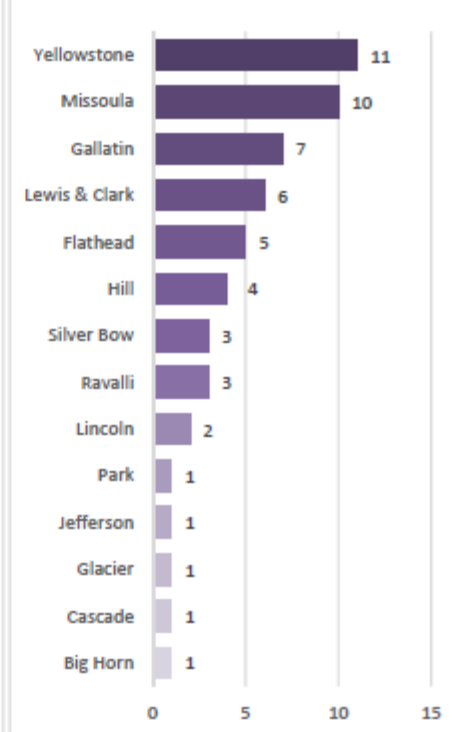
Excluding "No cause" and "Dismissed" (13 cases)



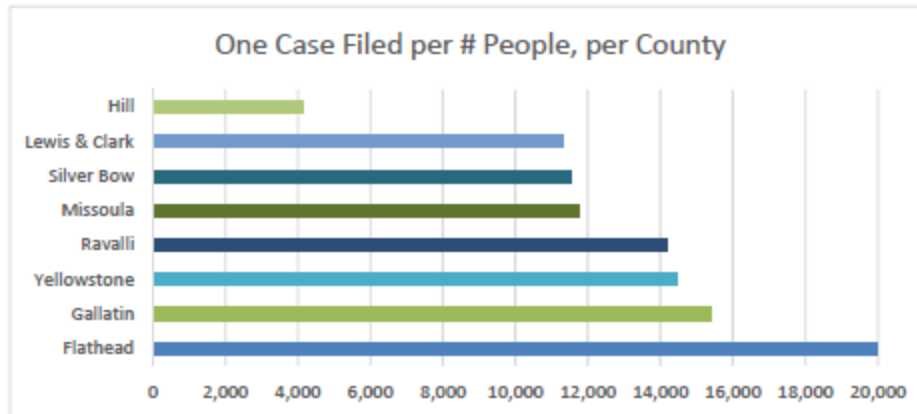
# Cases by County  
69 Cases



# Cases by County  
56 Cases

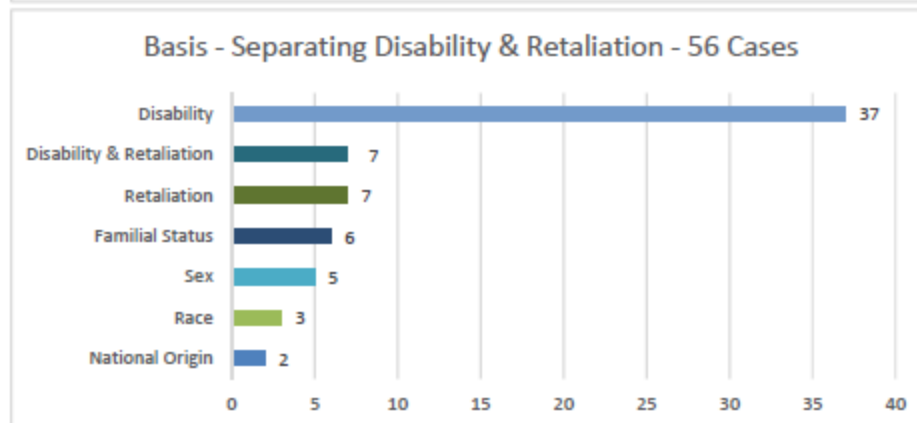
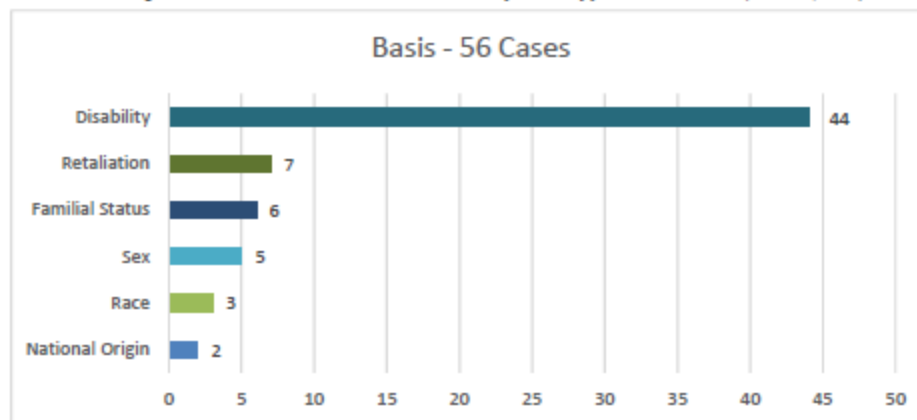


Counties with at least three complaints, complaint rate (one case per # people).

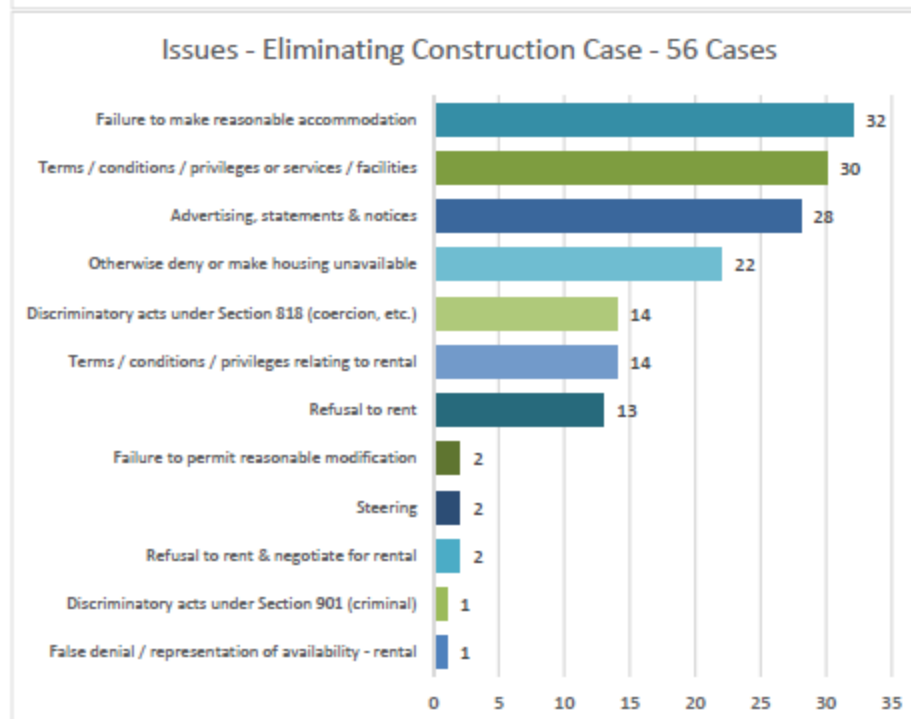
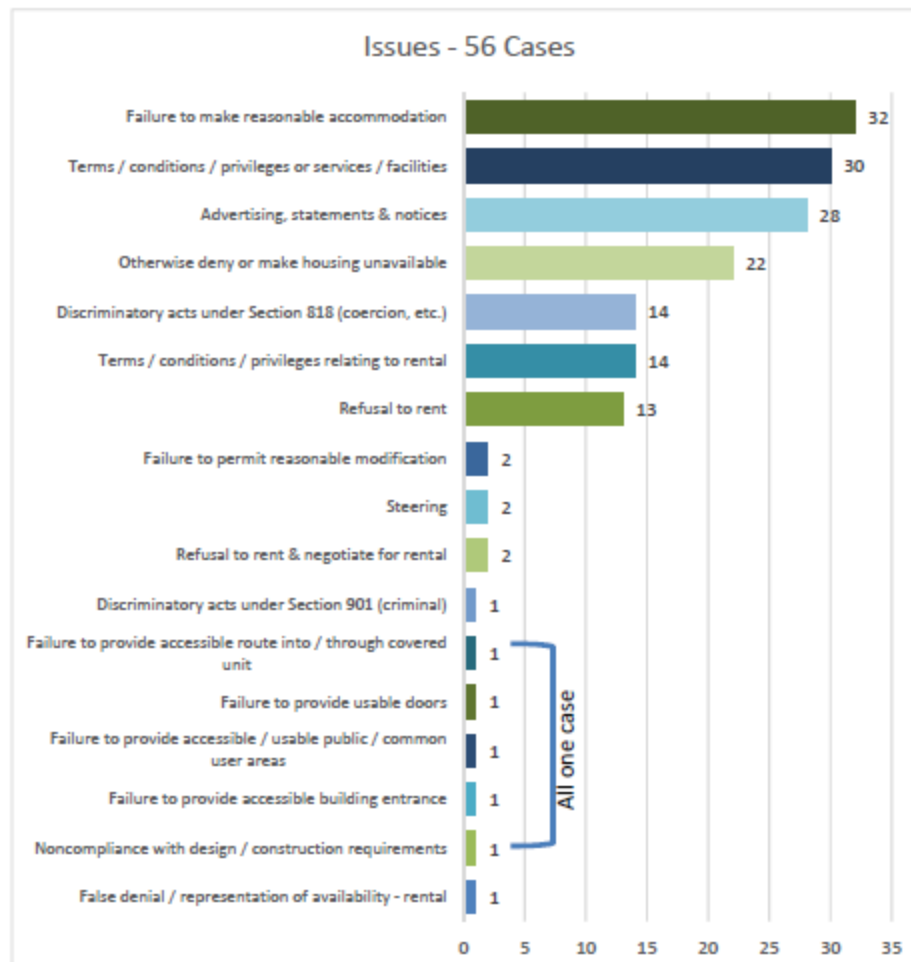


County	# Cases	Population	Complaint Rate
Hill	4	16,463	4,116
Lewis & Clark	6	67,773	11,296
Silver Bow	3	34,602	11,534
Missoula	10	117,441	11,744
Ravalli	3	42,563	14,188
Yellowstone	11	158,980	14,453
Gallatin	7	107,810	15,401
Flathead	5	100,000	20,000

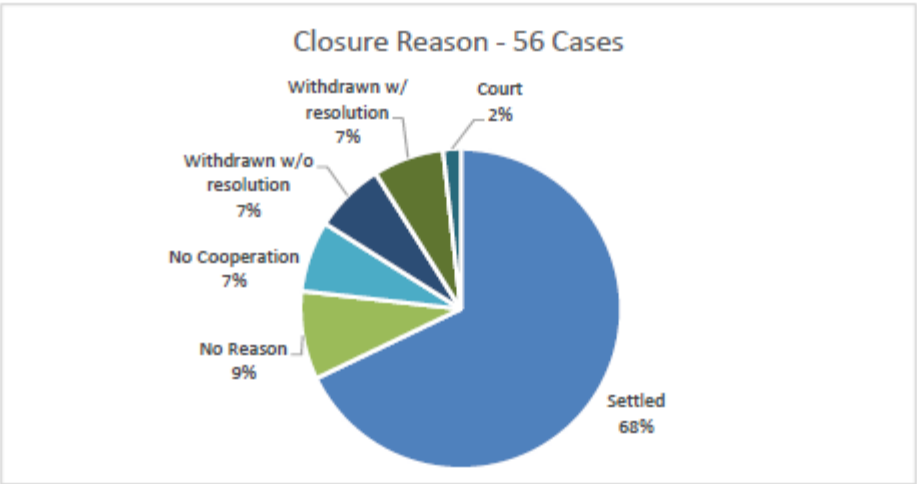
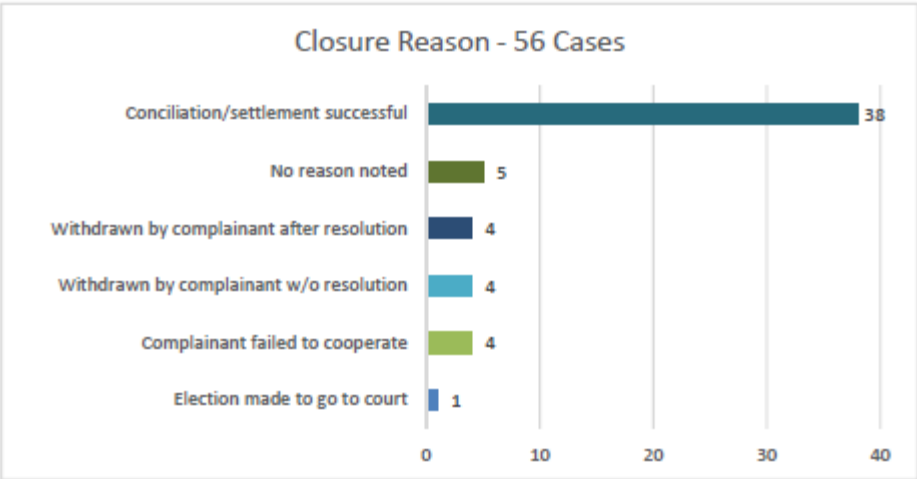
Excluding "No cause determination" and "Dismissed for lack of jurisdiction" cases (13 total, 18%)



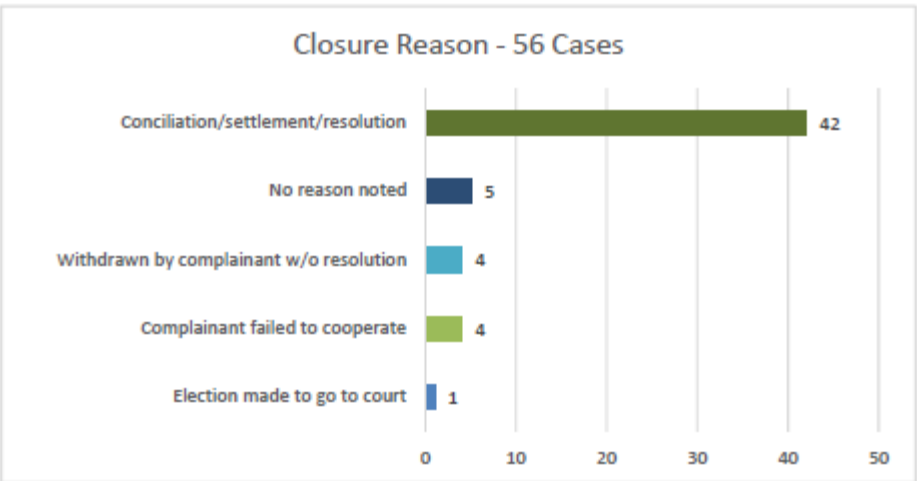
16 % of all disability cases include retaliation.

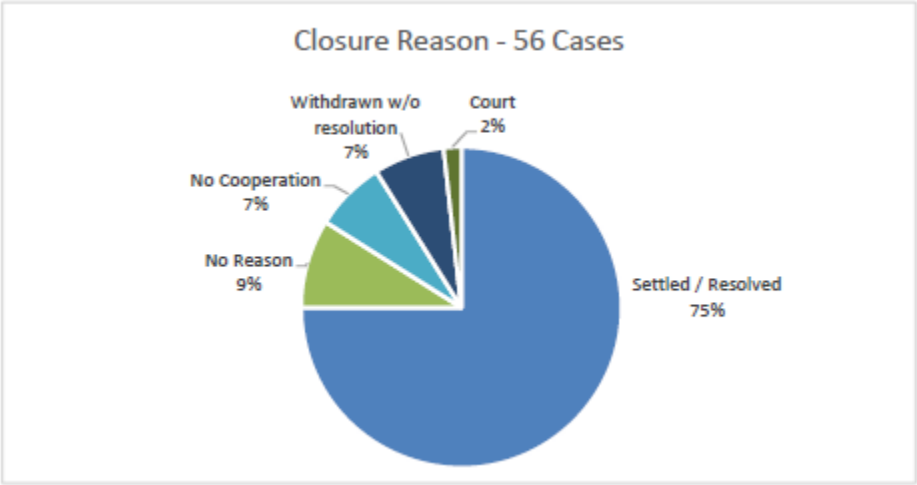


Excluding "No cause determination" and "Dismissed for lack of jurisdiction" cases (13 total, 18%)



Combining "Conciliation / settlement successful" and "Complaint withdrawn...after resolution"



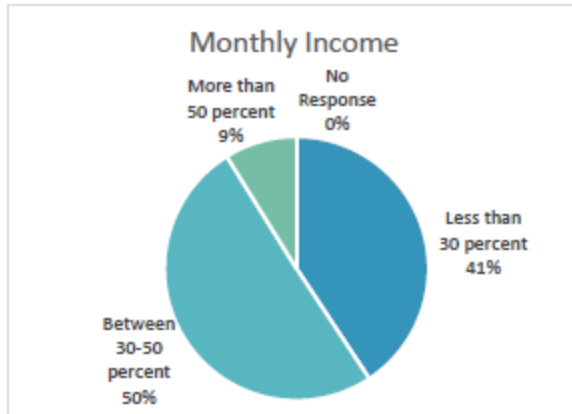


DRAFT

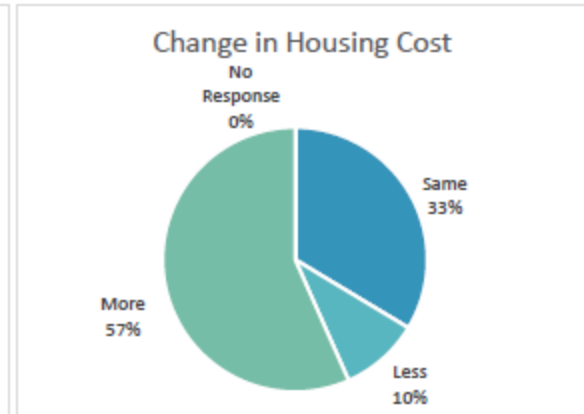
## Fair Housing Community Survey Responses – City of Billings

December 19, 2018 113 Respondents

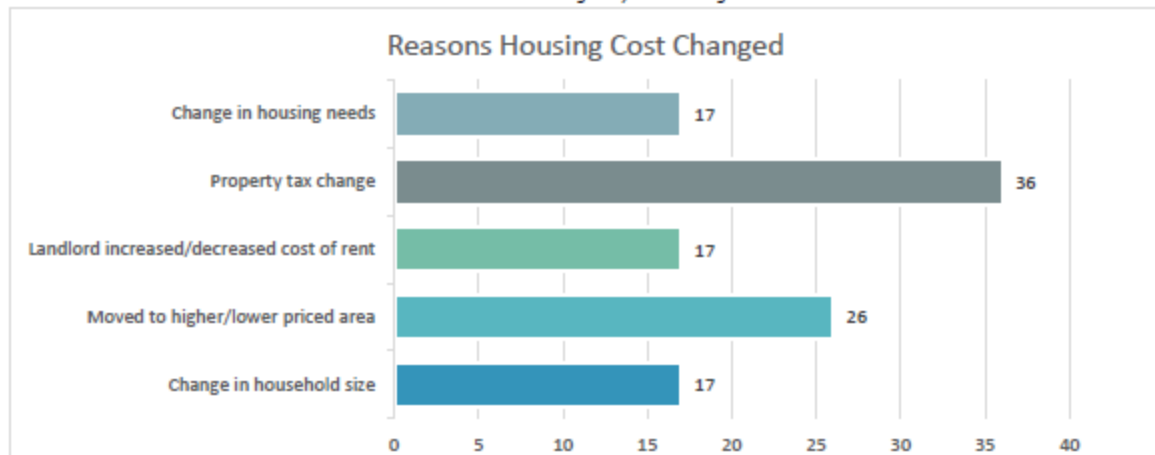
Based on your monthly income before taxes, how much of your monthly income do you spend on housing?



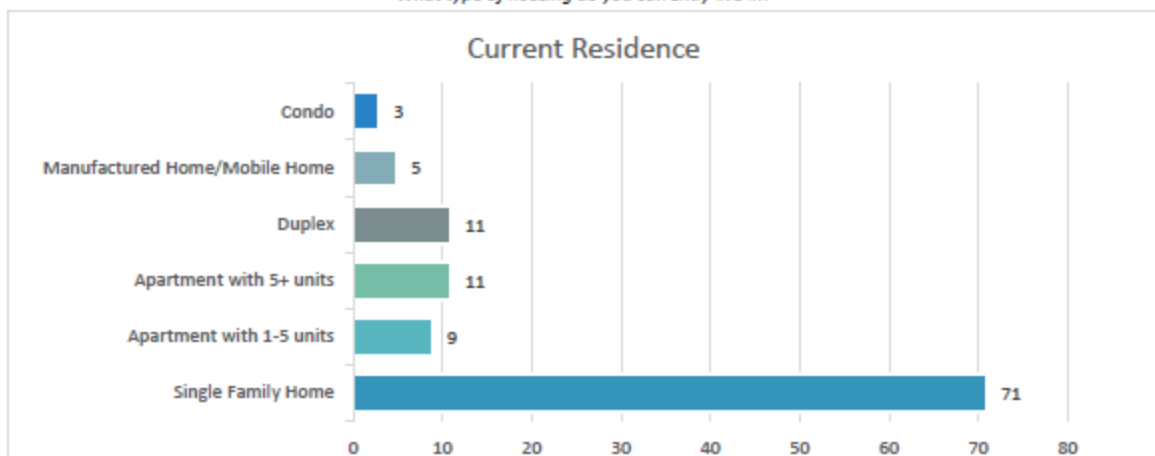
Has your housing cost changed in the past 5 years?



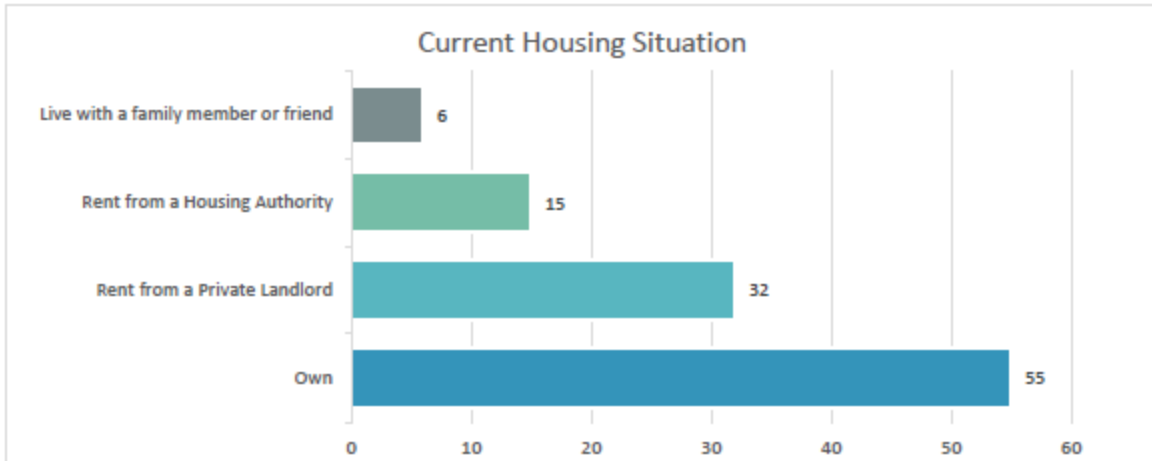
What caused the change in your housing cost?



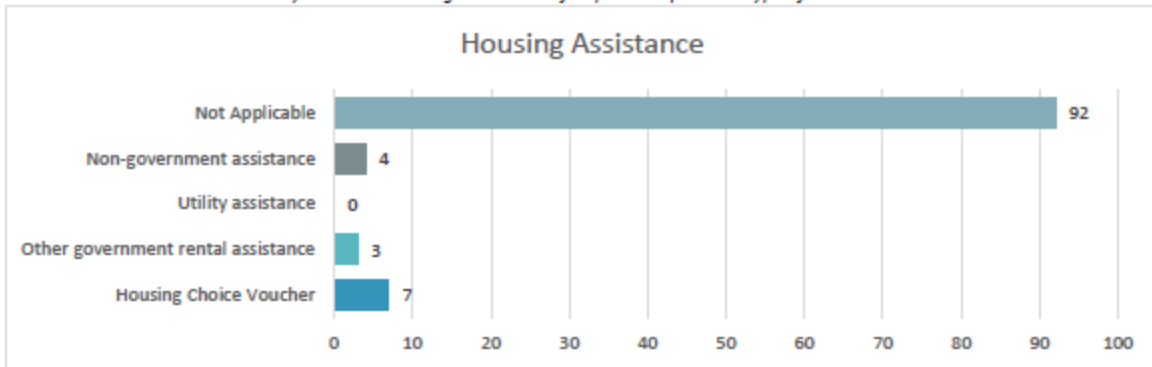
What type of housing do you currently live in?



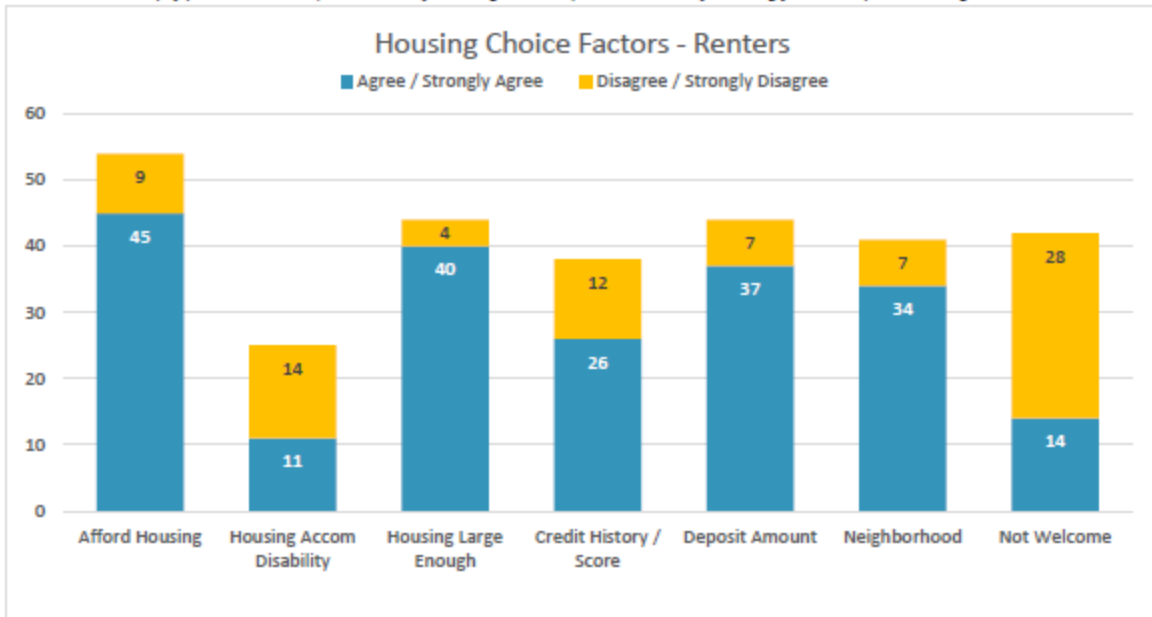
What is your current housing situation?



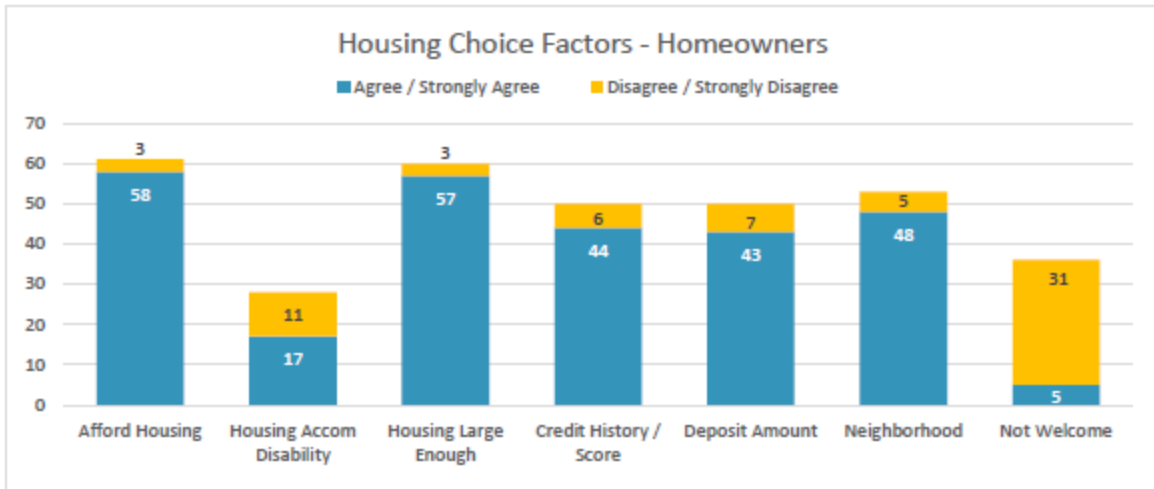
Do you receive housing assistance? If so please explain the type of assistance.



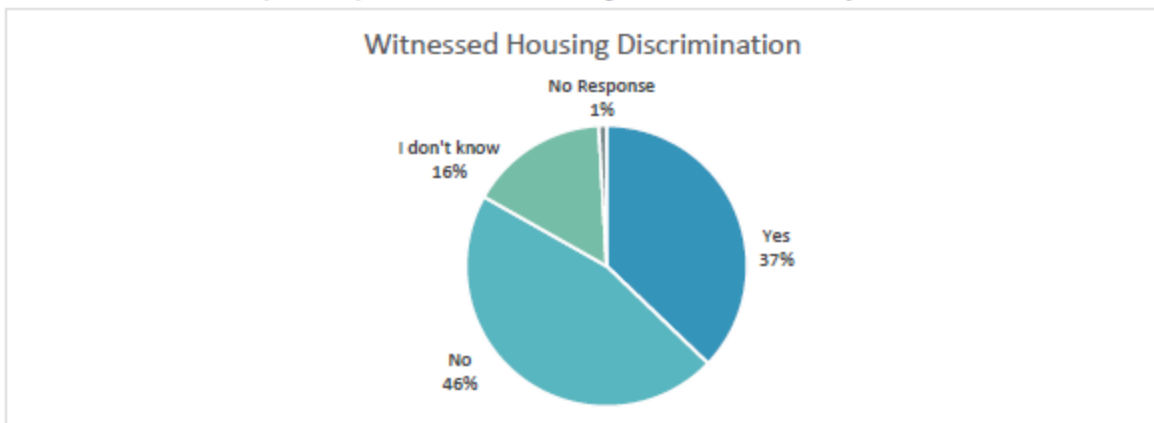
Only if you are a renter, answer the following: How important are the following factors in your housing choice?



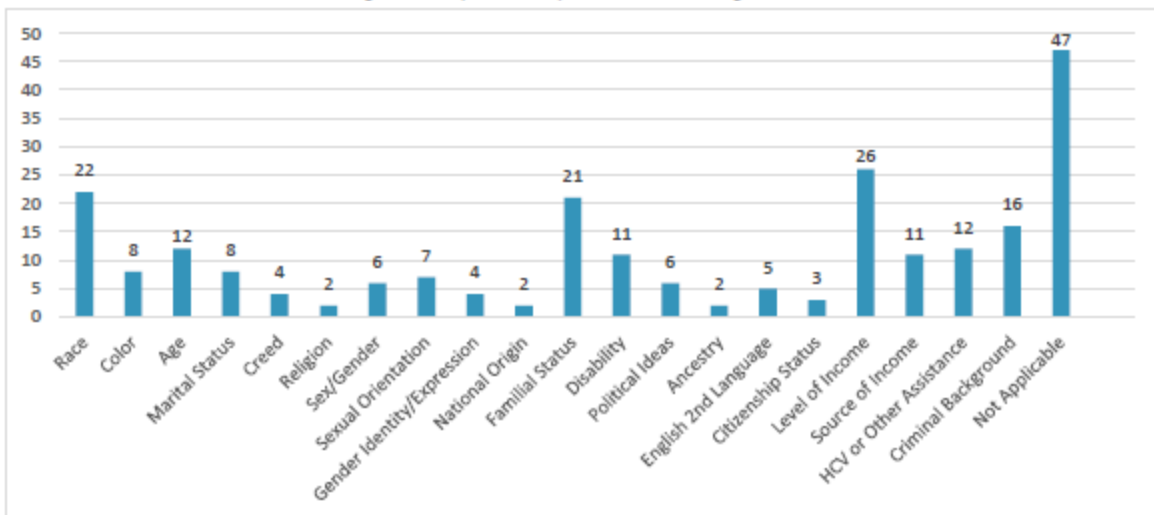
Only if you are a homeowner, answer the following: How important are the following factors in your housing choice?



Have you ever experienced or witnessed housing discrimination in the state of Montana?

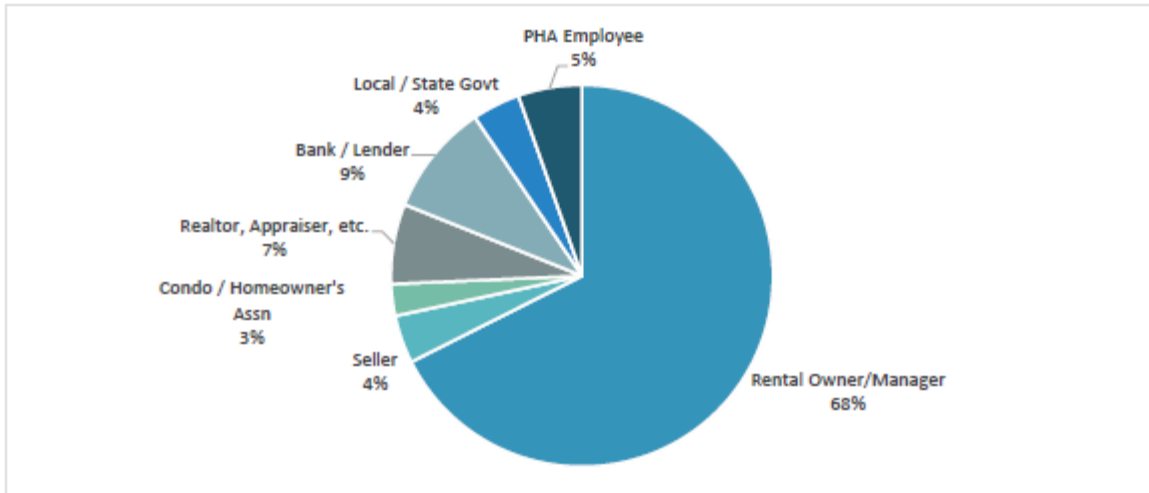


On what grounds do you believe you witnessed housing discrimination?

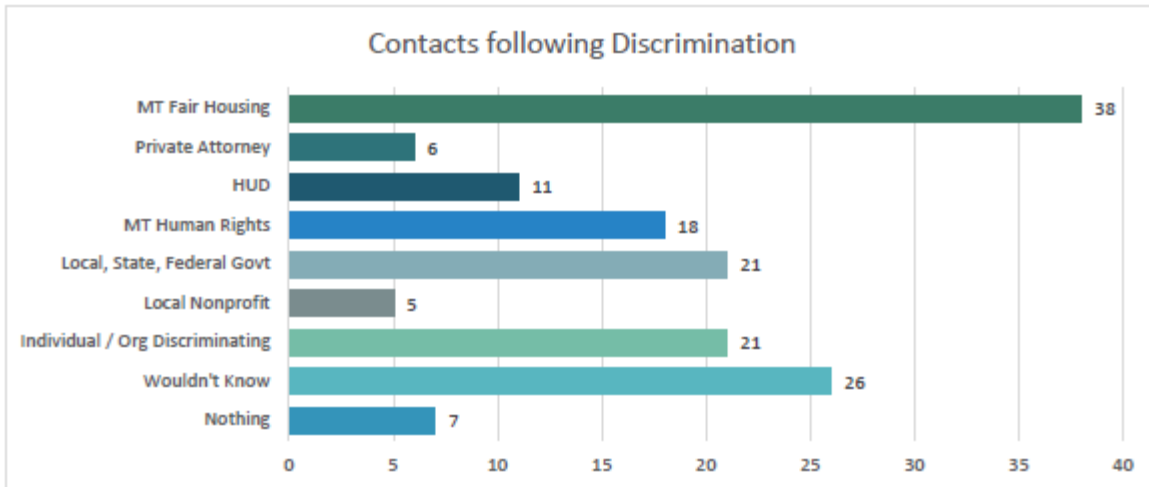




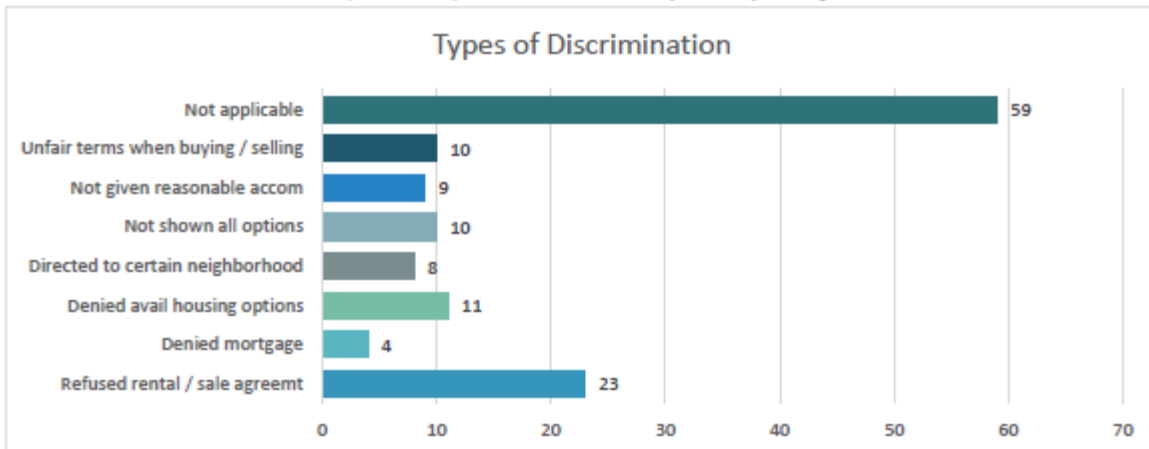
Which of the following best describes the person or organization that you witnessed engaging in discriminatory behavior?

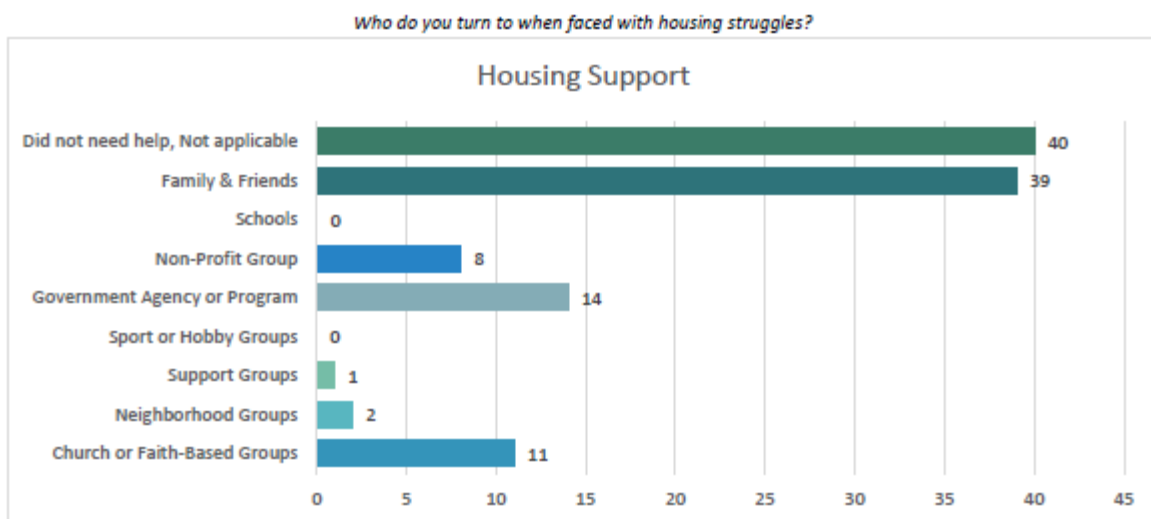
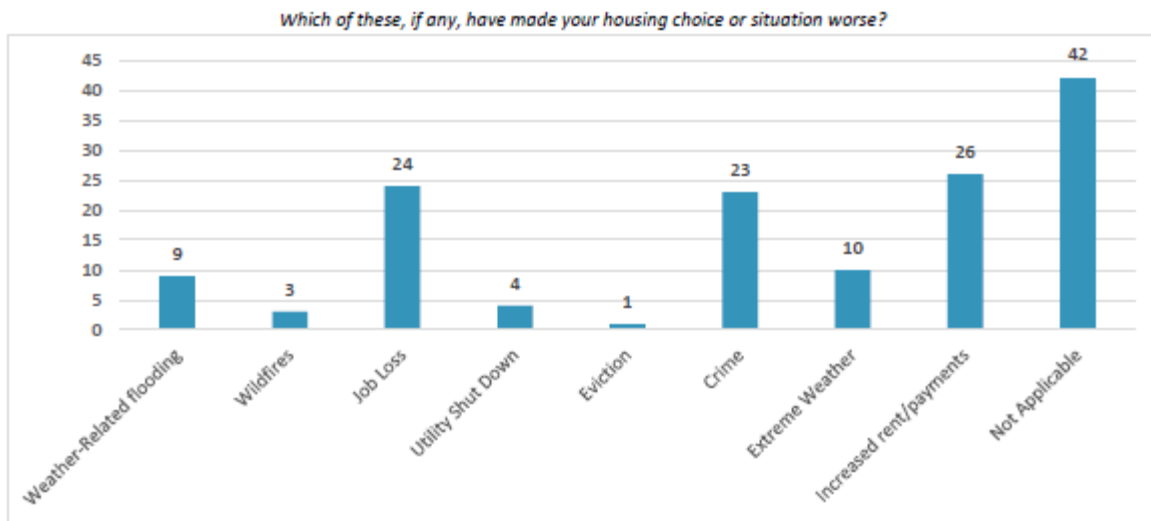
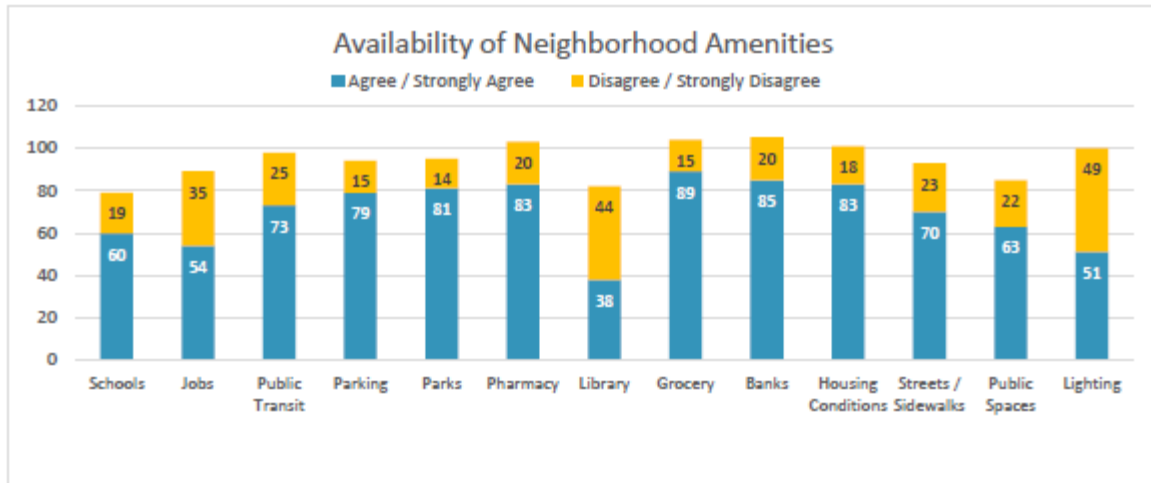


What did you do or would you do if you experienced or witnessed housing discrimination?

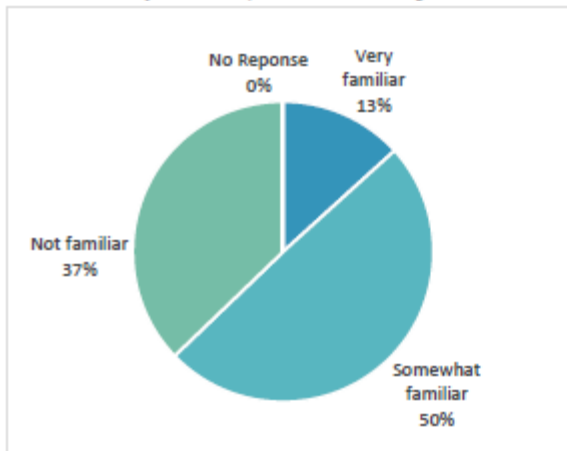


Do you know anyone in Montana who has faced the following?

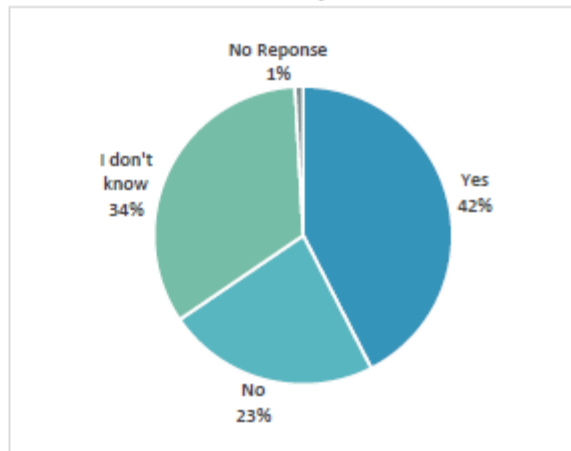




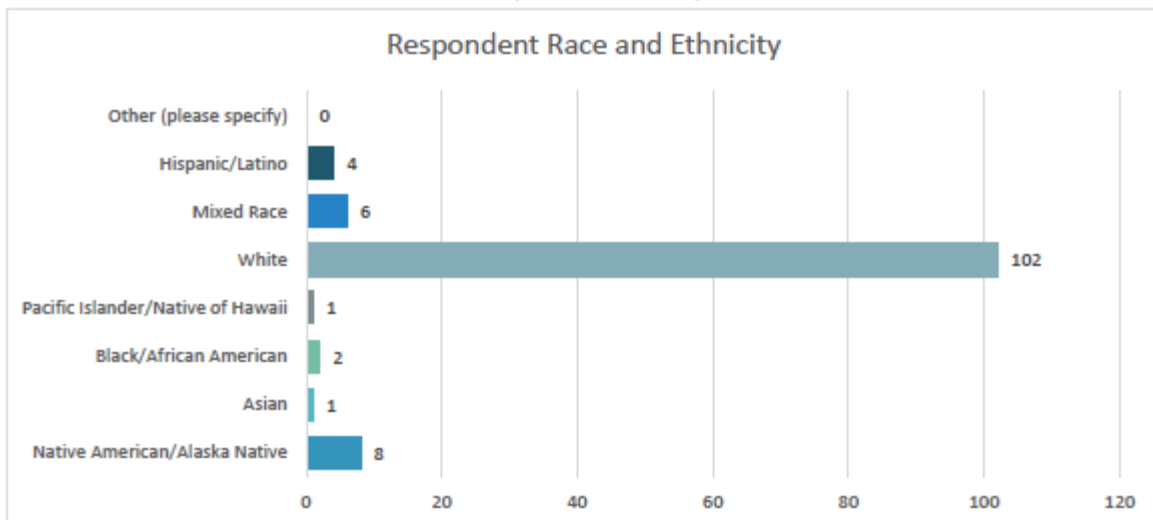
How familiar are you with Fair Housing Laws?



Do you think Federal and/or State Fair Housing Laws are difficult to understand or follow?



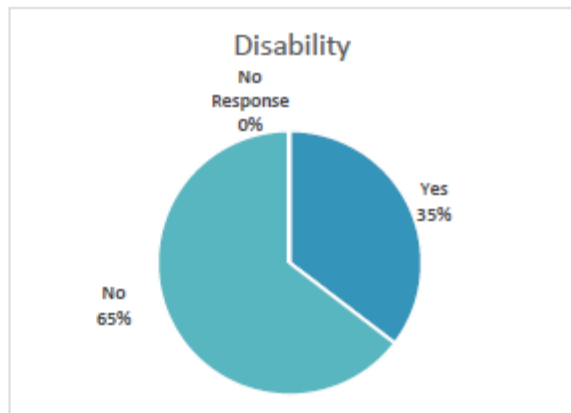
What is your race and ethnicity?



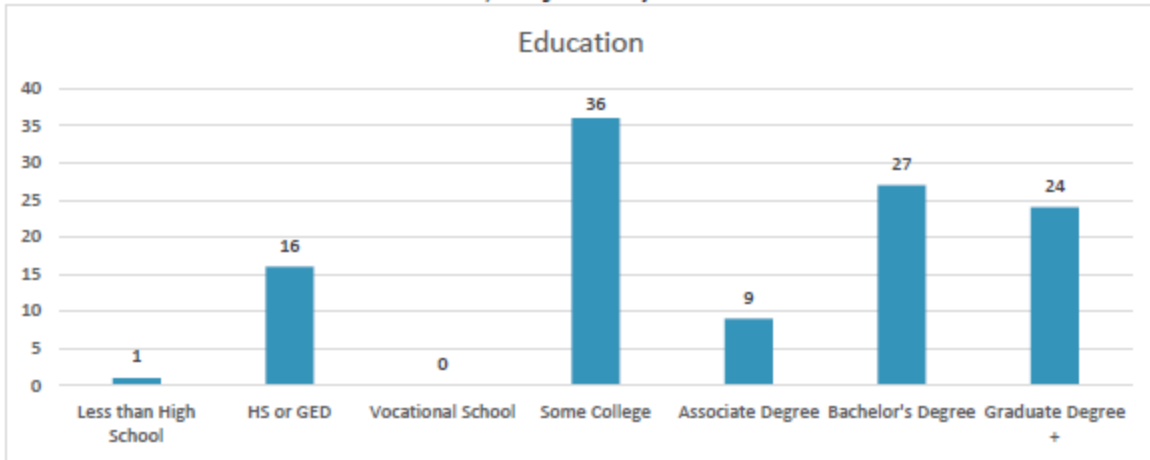
What is your first language?



Are you, or someone in your household living with a disability?

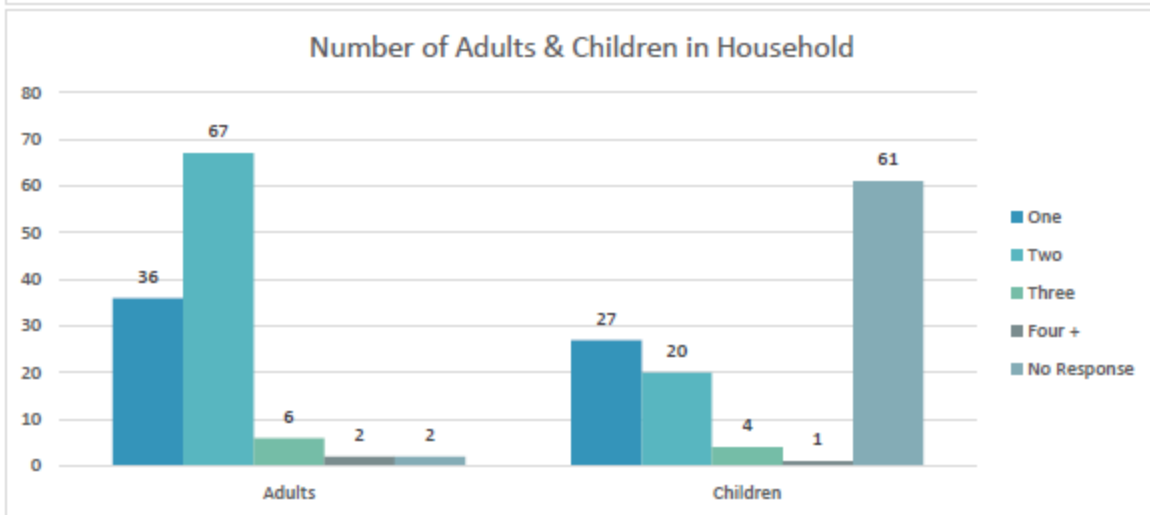
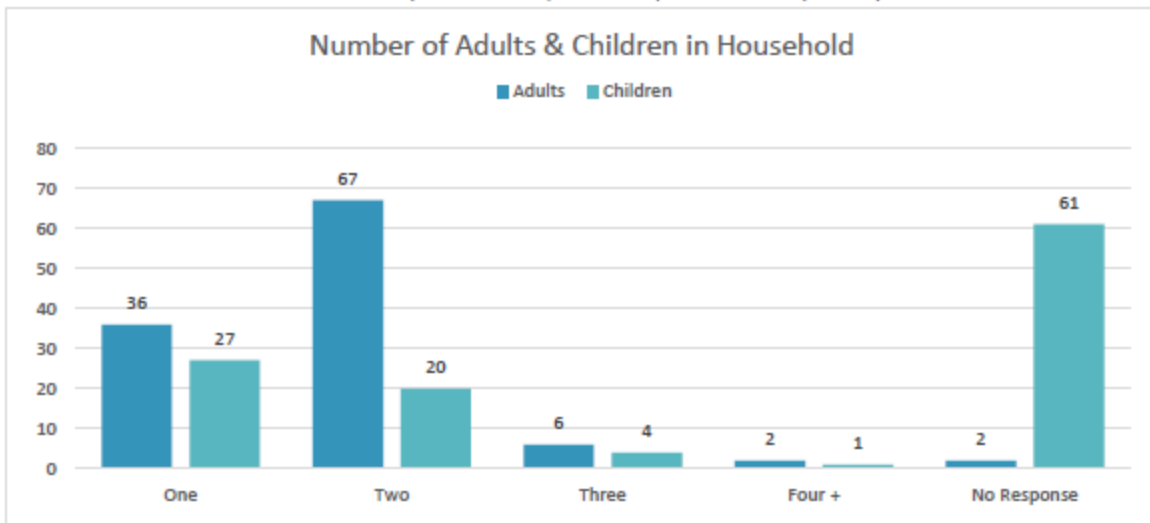


What is your highest level of education?

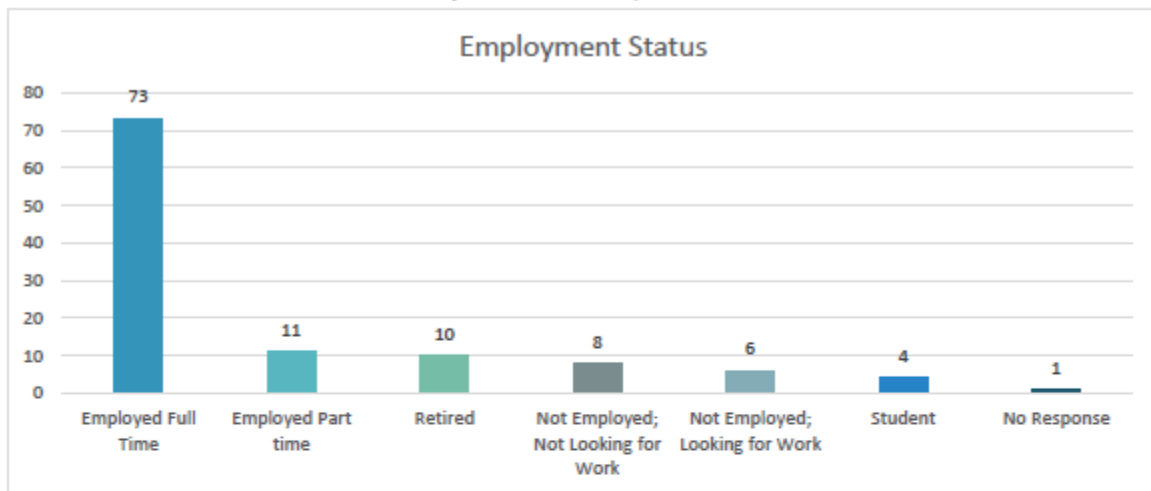


111 Respondent Households, 59 were Adults - No Children (53%), 52 were Adults w/Children (47%)

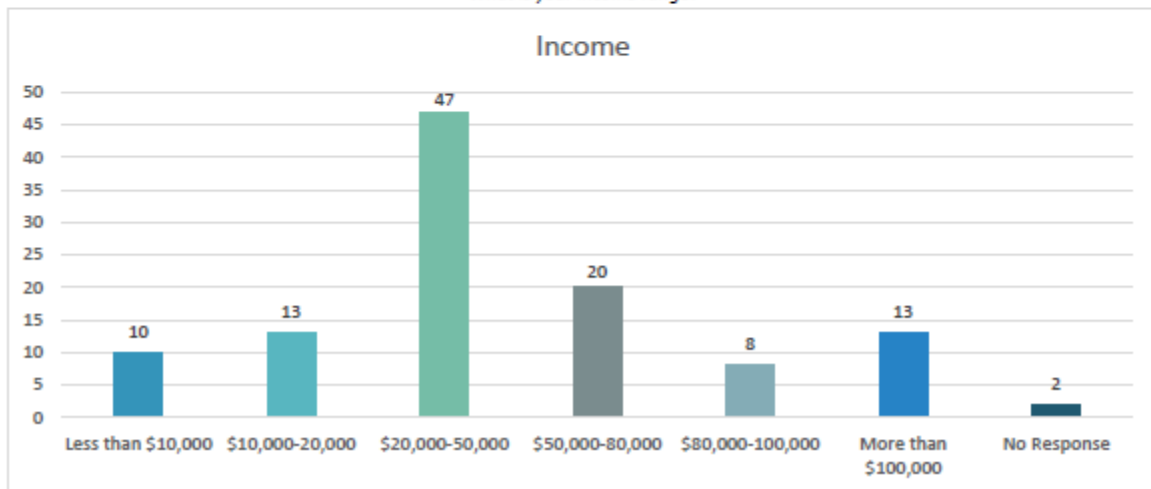
Please describe your household. (Children are persons under 18 years old)



*Which of these best describes your work status?*



*What is your income range?*



**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Public Hearing Authorizing Filing of the Annual Federal Transit Administration Section 5307 Grant

**PRESENTED BY:** Kevin Ploehn, Director of Aviation and Transit

**Department:** Transit

**Presentation:** No

---

**PROBLEM/ISSUE STATEMENT**

Each year the City of Billings MET Transit Division applies for a Federal Transit Administration (FTA) Section 5307 formula grant through the U.S. Department of Transportation (USDOT) Federal Transit Act. The grant funds can be used for operating costs and capital assistance. For FY 20/21, MET Transit is intending to utilize this grant for operating costs as it has in past years. The FTA will reimburse the City up to the apportioned allocation for the year, which will be \$1,891,355. This is a matching grant with 50% Federal and 50% local dollars.

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. Operating expenses incurred beginning on January 20, 2020 that are COVID-19 related are eligible for reimbursement at 80% Federal and 20% local dollars. Those expenses could include operating expenses to maintain Transit services, as well as paying for administrative leave for Transit personnel due to reduced operations during the COVID-19 emergency.

This grant application requires a public hearing. Public hearing notices were published in the *Yellowstone County News* on April 10, 17, and 24, 2020.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Section 5307 grant application in the amount of \$1,891,355 for operating assistance; or
- Disapprove the filing of the Section 5307 grant application. This would reduce MET Transit annual operating revenue by about 35%.

**FINANCIAL IMPACT**

For FY 20/21, the Section 5307 Federal grant application for operating assistance is \$1,891,355, which represents approximately 35% of MET Transit's operating revenue.

**RECOMMENDATION**

Staff recommends that the City Council conduct a Public Hearing, approve the submittal of an application for the Section 5307 grant, and authorize the Mayor to execute all subsequent Section 5307 grant offer documents with the USDOT, FTA.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Public Hearing and Resolution for FY20 Budget Amendments

**PRESENTED BY:** Andy Zoeller, Finance Director

**Department:** Finance

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

Montana Code allows local governments to amend their fiscal year budgets by using the same method as used for the original budget adoption: public notice, public hearing and Council adopting a resolution. The following amendments are proposed for FY 2020:

- 1.) The Fire Department is requesting additional budget authority to replace a pickup that was involved in an accident on 09/15/2019. Insurance proceeds in the amount of \$52,089 have been received. These funds will be used to replace the pickup and appropriate accessories.
- 2.) Additional budget authority is needed in the East Billings Tax Increment Fund. When the budget for the Debt Service payments was originally prepared, the final debt schedules for the East Billings TIF Bonds were not yet available, and the budget was prepared based upon an estimated amount. Now that final debt service schedules are available, additional budget authority is needed to cover the actual debt payments. Increment revenues will be used to cover the additional cost.
- 3.) The Police Department is requesting additional budget authority to replace 5 totaled vehicles. Many of these vehicles were near replacement, and much of the funding has been set aside through our Equipment Replacement Plan. Additional funding for the amounts that have not yet been accumulated will need to come from the Public Safety Fund Reserves. No insurance proceeds are likely to be received.

**ALTERNATIVES ANALYZED**

The Council will conduct a public hearing and may:

- Approve the requested budget amendments; or
- Not approve the requested budget amendments, which may place the City in violation of Montana law.

**FINANCIAL IMPACT**

The requested budget amendments will be funded by reserves. The funds impacted include the Public Safety Fund and East Billings Tax Increment Fund.

**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2020.

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

Resolution  
Exhibit A

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RESOLUTION 20-

A RESOLUTION ADOPTING FISCAL YEAR 2020  
ADJUSTMENTS TO APPROPRIATIONS PURSUANT TO  
M.C.A. 7-6-4006 AS AMENDED, AND PROVIDING  
TRANSFERS AND REVISIONS WITHIN THE GENERAL  
CLASS OF SALARIES AND WAGES, MAINTENANCE AND  
SUPPORT AND CAPITAL OUTLAY.

WHEREAS, M.C.A. 7-6-4006 provides that the City Council, upon proper resolution, adopted by said Council at a regular meeting and entered into its Minutes, may transfer or revise appropriations within the general class of salaries and wages, maintenance and support, and capital outlay, and

WHEREAS, based upon a Budget Review (FY 2020), it is necessary to alter and change said appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the attached transfers or revisions are hereby adopted.

(SEE EXHIBIT A)

PASSED AND APPROVED by the City Council, this 11th day of May, 2020

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK

## EXHIBIT A

<u>Revenue</u>	<u>Expenditure</u>
----------------	--------------------

### **1500 - Public Safety Fund**

The Fire Department is requesting additional budget authority to replace a pickup that was involved in an accident on 09/15/2019. Insurance proceeds in the amount of \$52,089 have been received. These funds will be used to replace the pickup and appropriate accessories.

<b>Public Safety Fund</b>	52,089 Capital Outlay
---------------------------	-----------------------

### **2010 - East Billings Tax Increment Fund**

Additional budget authority is needed in the East Billings Tax Increment Fund. When the budget for the Debt Service payments was originally prepared, the final debt schedules for the East Billings TIF Bonds were not yet available, and the budget was prepared based upon an estimated amount. Now that final debt service schedules are available, additional budget authority is needed to cover the actual debt payments. Increment revenues will be used to cover the additional cost.

<b>East Billings Tax Increment</b>	50,000 Debt Service
------------------------------------	---------------------

### **6400 - Equipment Replacement**

#### **1500 - Public Safety**

The Police Department is requesting additional budget authority to replace 5 totaled vehicles. Many of these vehicles were near replacement, and much of the funding has been set aside through our Equipment Replacement Plan. Additional funding for the amounts that have not yet been accumulated will need to come from the Public Safety Fund Reserves. No insurance proceeds are likely to be received.

<b>Equipment Replacement Fund</b>	143,685 Capital Outlay
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<b>Public Safety</b>	109,212 Capital Outlay
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**Regular City Council Meeting**

**Meeting Date:** 05/11/2020

**TITLE:** Reconsideration of 2020 Missing Sidewalk/Miscellaneous Program - Resolution Ordering Improvements

**PRESENTED BY:** David Mumford, Public Works Director

**Department:** Public Works

**Presentation:** Yes

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**PROBLEM/ISSUE STATEMENT**

At the March 23, 2020, meeting, council voted to approve the 2020 Missing Sidewalk/Miscellaneous program with the exception of the properties on Aronson Avenue from Nutter Boulevard to Governors Boulevard. At the April 13, 2020, meeting, council voted to bring the 2020 Missing Sidewalk/Miscellaneous program resolution back for discussion. The council must vote to either add the resolution to the agenda on May 26, 2020 or not to add it to the agenda. If the council votes to have the resolution added to the May 26, 2020, agenda, they will have the ability to vote to keep the Resolution as originally proposed; to keep it as approved, all sidewalks included with the exception of those on Aronson Avenue; reject the Resolution completely; or any other action desired by council.

The Missing Sidewalk/Miscellaneous project is intended to concentrate on installing sidewalk in areas that are missing pedestrian facilities. As a priority, City staff identified areas that are along arterial streets, collector streets, school routes, or in high pedestrian areas for inclusion in this program. The streets identified as needing sidewalk are Aronson Avenue from Governors Boulevard to Nutter Boulevard; 11th Avenue North from North 22nd Street to North 27th Street, and ADA improvements to the sidewalk on the west side of 24th Street West between Lewis Avenue and Broadwater Avenue. Attached is a map showing the sidewalk areas. Along with the missing sidewalk, there is miscellaneous concrete work to address problems throughout the city, including ADA improvements, that are too large for the sidewalk tripper repair or replacement projects.

The property owners are responsible for paying for sidewalk on their addressed side and drive approaches on both addressed and non-addressed sides. The City is responsible to pay for curb and gutter replacement, sidewalk on non-addressed sides of properties, and ADA improvements at corners and on sidewalks that are in good condition, but were constructed before ADA requirements were in place. There are a number of properties within the district that have zero assessment. The improvements along their property is either on the non-addressed side or curb, gutter, or ADA improvements only. Identifying the properties in the Resolution allows those property owners to add improvements to the project and be assessed for them which is a common occurrence for this project.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve reconsideration of the Resolution ordering construction of the improvements and add it to the May 26, 2020, agenda; or
- Do not approve the reconsideration of the Resolution ordering construction of the improvements. If the Council does not vote to reconsider the resolution, the resolution as approved on April 13, 2020, will be in effect and the sidewalk improvements will be made with the exception of the sidewalk on Aronson Avenue.

## **FINANCIAL IMPACT**

There is no cost to the city to reconsider the resolution.

## **RECOMMENDATION**

Staff recommends that Council approve reconsideration of the Resolution Ordering in Improvements for the 2020 Missing Sidewalk/Miscellaneous Program and add it to the May 26, 2020, council agenda.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Resolution Ordering Improvements  
Exhibit A to Resolution  
Exhibit B to Resolution

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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. 20-\_\_\_\_\_, entitled: **A RESOLUTION RELATING TO 2020 CITY MISSING SIDEWALK/MISCELLANEOUS PROJECT; ORDERING IN CERTAIN LOCAL IMPROVEMENTS AND DECLARING IT TO BE THE INTENTION OF THE CITY COUNCIL TO FINANCE THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SIDEWALK, CURB AND GUTTER IMPROVEMENT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT REGULATIONS UNDER THE INTERNAL REVENUE CODE** (the "Resolution") was duly adopted by the City Council of the City at a meeting on May 11, 2020; 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Denise Bohlman  
City Clerk

**RESOLUTION NO. 20 - \_\_\_\_\_**

**A RESOLUTION RELATING TO 2020 CITY MISSING  
SIDEWALK/MISCELLANEOUS PROJECT; ORDERING IN  
CERTAIN LOCAL IMPROVEMENTS AND DECLARING IT  
TO BE THE INTENTION OF THE CITY COUNCIL TO  
FINANCE THE COSTS THEREOF AND INCIDENTAL  
THERE TO THROUGH THE ISSUANCE OF SIDEWALK,  
CURB AND GUTTER IMPROVEMENT BONDS SECURED  
BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT  
REVOLVING FUND AND ESTABLISHING COMPLIANCE  
WITH REIMBURSEMENT REGULATIONS UNDER THE  
INTERNAL REVENUE CODE.**

BE IT RESOLVED by the City Council of the City of Billings, Montana (the "City"), as follows:

Section 1. Authorization. Certain curbs, gutters, sidewalks, drive approaches, alley approaches and/or appurtenant features or a combination thereof in certain locations in the City have deteriorated, settled and cracked, or none exist, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof. Pursuant to M.C.A. 7-14-4109, the Council is authorized to order the installation, construction, reconstruction and/or replacements of certain curbs, gutters, sidewalks, drive approaches and/or appurtenant features or a combination thereof (the "Improvements") in certain locations in the City and without creation of a special improvement district.

Section 2. Ordering of Improvements. It is hereby ordered that the Improvements, consisting of the construction and installation of curbs, gutters, sidewalks, drive approaches and appurtenant features as shown on Exhibit A hereto and as more particularly described herein, be installed, constructed, reconstructed, repaired and/or replaced.

Section 3. Estimated Costs of the Improvements. The City estimates that the costs of the Improvements are \$390,000. Costs of the Improvements include costs of the design, engineering, construction and installation of the Improvements, 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 as described below:

Construction Costs	\$315,962.84
City Engineering (Project Management)	43,337.16
Finance	1,200.00
Revolving Fund	19,500.00
Issuance Costs	10,000.00
<u>Total Assessed Costs</u>	<u>\$390,000.00</u>

Section 4. Property to be Assessed. The properties which are adjacent to the Improvements will be assessed for costs of the Improvements as shown on Exhibit B hereto. The cost to be assessed against each property will vary depending upon the actual construction that is required adjacent to each such property.

Section 5. Property Owner Option to Construct Improvements. Notice of passage of this Resolution shall be mailed to all affected property owners. Each such owner will have thirty (30) days from the date of said notice in which to install the Improvements with respect to its property at its own expense. In the event that any owner does not install the Improvements with respect to its property, the City will install such Improvements and will assess the costs of the Improvements against such property.

Section 6. Payment for Improvements. Costs of the Improvements (unless paid directly by the affected property owner) are to be paid from the proceeds of Sidewalk, Curb, and Gutter Improvement Bonds (the "Bonds") in an aggregate principal amount not to exceed \$390,000.

Section 7. 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 M.C.A. 7-12-4189, to be levied against the properties to be assessed for the Improvements. Assessments for the costs of the Improvements, together with interest thereon, shall be payable over a term not exceeding 12 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.

After the Bonds are issued, all property owners to be levied for the Improvements shall 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 properties to be assessed for the Improvements, 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 to be assessed for the Improvements as of the date of adoption of this resolution, as estimated by the County Assessor, ranges from \$22,917 to \$1,106,600 and is set forth in Exhibit B. The estimated average market value of the properties to be assessed for the Improvements is \$225,519 and the median market value of the properties to be assessed for the Improvements is \$214,500. The special assessments to be levied against each property listed on Exhibit B hereto are less than the increase



in estimated value of the properties as a result of the construction of the Improvements.

(b) Diversity of Property Ownership. There are a total of 101 properties to be assessed for the Improvements and such properties are owned by separate owners.

(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 to be assessed for the Improvements) against each property to be assessed for the Improvements 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 to be assessed for the Improvements exceeds the sum of the proposed assessments, outstanding assessments and delinquent property taxes, and is set forth in Exhibit B hereto.

(d) Delinquencies. An analysis of the amount of delinquencies in the payment of outstanding assessments or property taxes levied against the properties to be assessed for the Improvements is set forth in Exhibit B hereto, which analysis shows that of 101 properties, 0 properties were delinquent.

(e) Public Benefit of the Improvements. The Improvements are required for the safety and convenience of the public. Pursuant to the City's Subdivision and Site Development Ordinances, and under City Council policies, the cost of installation of new sidewalk, curb, gutter, and drive approaches is to be borne by the adjacent property owners.

8.1 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.

8.2 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.

8.3 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 \$390,000 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.

8.4 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.

8.5 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.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 11<sup>th</sup> of May, 2020.

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Mayor

Attest:

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City Clerk

# **Exhibit A**

## **Location of Work**

### **2020 Missing Sidewalk/Miscellaneous**

- A) **Sidewalk:** 1010 S 29<sup>th</sup>, 1310 O Malley Dr, 118 S Santa Fe Dr, 2303 Elsa Dr, 2240 Monad Rd
- B) **Curb and Gutter:** 2523 Beth Dr, 37 Monroe St, 2944 Colonial Pl, 1700 block of Virginia Ln (West Side)
- C) **Sidewalk, Curb and Gutter:** 114 S Santa Fe, 2805 Beth Dr, 2737 Beth Dr, 1514 Yellowstone Ave, 1514 Yellowstone Ave, 1512 Yellowstone Ave, 1508 Yellowstone Ave, 2403 Wyoming Ave
- D) **Curb, Gutter, Sidewalk and Drive Aprons:** 2223 8<sup>th</sup> Ave N, 2337 Yellowstone Ave, 1236 Colton Blvd, 2423 Ash St, 2419 Ash St, 4409 Ryan Ave, 404 18<sup>th</sup> St W, 537 Avenue B, 3121 Morledge St, 1703 Avenue D, 1702 Avenue F, 1701 Avenue F, 1928 17<sup>th</sup> St W, 1815 17<sup>th</sup> St W
- E) **Curb, Gutter and Drive Aprons:** 206 Birchwood Dr
- F) **Sidewalk, Curb, Gutter and ADA Ramps:** 2445 Terry Ave, 2446 Terry Ave, 2502 Terry Ave, 2501 Terry Ave
- G) **Sidewalk, Curb, Gutter, Drive Aprons and ADA Ramps:** 2415 Brook Hollow Dr

## **Missing Sidewalk Locations**

- A) Aronson Ave(Governors Blvd to Nutter Blvd):** 905 Aronson Ave, 909 Aronson Ave, 911 Aronson Ave, 921 Aronson Ave, 931 Aronson Ave, 933 Aronson Ave, 939 Aronson Ave, 943 Aronson Ave, 947 Aronson Ave, 1033 Aronson Ave, 1017 Aronson Ave, 1015 Aronson Ave, 1009 Aronson Ave, 918 Aronson Ave, 914 Aronson Ave, 910 Aronson Ave, 906 Aronson Ave, 934 Aronson Ave, 1018 Aronson Ave, 1014 Aronson Ave, 1010 Aronson Ave, 1032 Aronson Ave, 951 Aronson Ave, 1001 Aronson Ave, 922 Aronson Ave, 950 Aronson Ave, 301 Ecton Cir, 938 Aronson Ave, 301 Stewart Ct N, 202 Ashley Ct N, 979 Dixon Cir, 1028 Aronson Ave
- B) 11<sup>th</sup> Ave N (N 27<sup>th</sup> St to N 22<sup>nd</sup> St):** 2307 11<sup>th</sup> Ave N, 1101 N 24<sup>th</sup> St, 2303 11<sup>th</sup> Ave N, 2415 11<sup>th</sup> Ave N, 1102 N 25<sup>th</sup> St, 1048 N 25<sup>th</sup> St, 1045 N 25<sup>th</sup> St, 1048 N 23<sup>rd</sup> St, 2320 11<sup>th</sup> Ave N, 1036 N 22<sup>nd</sup> St, 1103 N 23<sup>rd</sup> St, 2303 11<sup>th</sup> Ave N, 1033 N 22<sup>nd</sup> St, 2523 11<sup>th</sup> Ave N, 1101 N 27<sup>th</sup> St, 1104 N 26<sup>th</sup> St, 1045 N 26<sup>th</sup> St, 1045 N 27<sup>th</sup> St, 2207 11<sup>th</sup> Ave N, 1045 N 23<sup>rd</sup> St
- C) 24<sup>th</sup> St W (Lewis Ave to Broadwater Ave, West side):** 1018 24<sup>th</sup> St W, 1012 24<sup>th</sup> St W, 1008 24<sup>th</sup> St W, 1004 24<sup>th</sup> St W, 916 24<sup>th</sup> St W, 908 24<sup>th</sup> ST W, 720 24<sup>th</sup> St W, 1022 24<sup>th</sup> St W, 808 24<sup>th</sup> St W, 708 24<sup>th</sup> St W, 902 24<sup>th</sup> St W, 824 24<sup>th</sup> St W, 818 24<sup>th</sup> St W, 814 24<sup>th</sup> St W, 922 24<sup>th</sup> St W, 912 24<sup>th</sup> St W
- D) Random Locations sidewalk:** Racquet Dr & Zimmerman Trail SW corner
- E) Random Locations, Sidewalk, Curb and Gutter:** 111 Hilltop Rd

## Exhibit B

### 2020 Missing Sidewalk/Miscellaneous

<b>Tax Code</b>	<b>SID #</b>	<b>SID Pay-off (A)</b>	<b>Delinquent (B)</b>	<b>Assessment (C)</b>	<b>A + B + C</b>	<b>Market Value</b>
A01882A				\$3,332.66	\$3,332.66	\$132,200.00
A02112				\$6,290.09	\$6,290.09	\$168,500.00
A02499B				\$2,468.64	\$2,468.64	\$158,700.00
A04106				\$0.00	\$0.00	\$172,600.00
A04477				\$4,748.43	\$4,748.43	\$240,700.00
A04675	2701	\$11.87		\$355.48	\$367.35	\$228,200.00
A04676	2701	\$11.90		\$2,871.03	\$2,882.93	\$176,600.00
A05872				\$3,783.19	\$3,783.19	\$177,600.00
A05997				\$0.00	\$0.00	\$216,200.00
A06047				\$4,480.58	\$4,480.58	\$212,300.00
A06048				\$2,221.78	\$2,221.78	\$202,700.00
A08177				\$7,302.45	\$7,302.45	\$289,300.00
A08178				\$7,445.63	\$7,445.63	\$338,100.00
A08640				\$0.00	\$0.00	\$196,400.00
A09709				\$3,431.41	\$3,431.41	\$184,400.00
A09734				\$5,046.31	\$5,046.31	\$225,500.00
A09795				\$5,046.31	\$5,046.31	\$152,600.00
A09814				\$0.00	\$0.00	\$835,065.00
A10211				\$0.00	\$0.00	\$188,600.00
A10212				\$0.00	\$0.00	\$185,900.00
A10213				\$0.00	\$0.00	\$164,400.00
A10214				\$0.00	\$0.00	\$154,400.00
A10215				\$0.00	\$0.00	\$160,700.00
A10216				\$888.71	\$888.71	\$160,800.00
A10217				\$0.00	\$0.00	\$155,800.00
A10218				\$370.30	\$370.30	\$162,200.00
A10219				\$0.00	\$0.00	\$159,600.00
A10220				\$0.00	\$0.00	\$158,400.00
A10221				\$370.30	\$370.30	\$159,800.00
A10222				\$0.00	\$0.00	\$145,800.00
A10223				\$0.00	\$0.00	\$149,200.00
A10224				\$0.00	\$0.00	\$173,700.00
A10225				\$4,858.28	\$4,858.28	\$212,600.00
A10241				\$0.00	\$0.00	\$172,100.00
A10248				\$0.00	\$0.00	\$215,000.00
A10249				\$0.00	\$0.00	\$86,022.00
A12334				\$7,132.31	\$7,132.31	\$139,100.00
A12678				\$5,046.31	\$5,046.31	\$234,700.00

## Exhibit B

### 2020 Missing Sidewalk/Miscellaneous

<b>Tax Code</b>	<b>SID #</b>	<b>SID Pay-off (A)</b>	<b>Delinquent (B)</b>	<b>Assessment (C)</b>	<b>A + B + C</b>	<b>Market Value</b>
A13575				\$829.46	\$829.46	\$227,200.00
A13901				\$2,863.62	\$2,863.62	\$208,300.00
A13902	2912	\$457.56		\$1,826.79	\$2,284.35	\$196,500.00
A13911				\$0.00	\$0.00	\$242,600.00
A14637				\$2,160.06	\$2,160.06	\$129,800.00
A14888				\$3,461.44	\$3,461.44	\$210,700.00
A16257				\$10,170.80	\$10,170.80	\$189,300.00
A16258				\$5,122.43	\$5,122.43	\$35,459.00
A16271				\$4,947.15	\$4,947.15	\$338,700.00
A16294				\$6,899.85	\$6,899.85	\$184,500.00
A16305				\$866.49	\$866.49	\$168,200.00
A16317				\$1,999.60	\$1,999.60	\$162,500.00
A16328				\$2,424.20	\$2,424.20	\$178,200.00
A16337				\$0.00	\$0.00	\$1,106,600.00
A16348				\$0.00	\$0.00	\$97,900.00
A16359				\$4,779.29	\$4,779.29	\$176,300.00
A16402				\$9,316.03	\$9,316.03	\$219,300.00
A16459				\$1,073.03	\$1,073.03	\$118,800.00
A16469				\$0.00	\$0.00	\$154,584.00
A16491				\$0.00	\$0.00	\$140,600.00
A16501				\$8,948.41	\$8,948.41	\$126,000.00
A16502				\$8,552.20	\$8,552.20	\$174,400.00
A17352				\$1,303.44	\$1,303.44	\$241,800.00
A17353				\$925.74	\$925.74	\$241,800.00
A17354				\$7,479.98	\$7,479.98	\$483,700.00
A19835				\$4,236.19	\$4,236.19	\$224,100.00
A19836				\$4,042.40	\$4,042.40	\$201,100.00
A19837				\$6,511.04	\$6,511.04	\$222,300.00
A19839				\$3,270.95	\$3,270.95	\$243,700.00
A19842				\$8,590.87	\$8,590.87	\$252,500.00
A19843				\$6,671.50	\$6,671.50	\$296,100.00
A19844				\$5,171.80	\$5,171.80	\$232,200.00
A19845				\$6,498.69	\$6,498.69	\$243,000.00
A19846				\$4,350.98	\$4,350.98	\$256,800.00
A19847				\$6,455.49	\$6,455.49	\$181,300.00
A19917				\$3,610.39	\$3,610.39	\$229,200.00
A19921				\$9,417.86	\$9,417.86	\$218,500.00
A19922				\$4,320.12	\$4,320.12	\$217,400.00

## Exhibit B

### 2020 Missing Sidewalk/Miscellaneous

<b>Tax Code</b>	<b>SID #</b>	<b>SID Pay-off (A)</b>	<b>Delinquent (B)</b>	<b>Assessment (C)</b>	<b>A + B + C</b>	<b>Market Value</b>
A19923				\$3,178.37	\$3,178.37	\$292,300.00
A19925				\$7,239.29	\$7,239.29	\$220,900.00
A19966				\$4,782.99	\$4,782.99	\$248,600.00
A19967				\$5,739.59	\$5,739.59	\$243,900.00
A19968				\$6,060.51	\$6,060.51	\$268,300.00
A19969				\$4,844.71	\$4,844.71	\$261,900.00
A19970				\$5,980.28	\$5,980.28	\$221,500.00
A19999				\$10,615.15	\$10,615.15	\$245,200.00
A20000				\$0.00	\$0.00	\$258,100.00
A20010				\$16,750.96	\$16,750.96	\$314,800.00
A20011				\$11,443.38	\$11,443.38	\$243,200.00
A20012				\$0.00	\$0.00	\$240,600.00
A20027				\$0.00	\$0.00	\$241,000.00
A20028				\$7,957.66	\$7,957.66	\$214,500.00
A20029				\$4,196.69	\$4,196.69	\$231,900.00
A20030				\$5,579.13	\$5,579.13	\$258,600.00
A20032				\$4,043.63	\$4,043.63	\$194,300.00
A20075				\$14,158.88	\$14,158.88	\$321,000.00
A20097				\$6,727.04	\$6,727.04	\$223,000.00
A21226				\$4,924.94	\$4,924.94	\$349,800.00
A24359				\$0.00	\$0.00	\$22,917.00
A27718				\$0.00	\$0.00	\$372,400.00
A31058				\$0.00	\$0.00	\$347,100.00
C05611				\$5,628.50	\$5,628.50	\$277,700.00
C08182				\$23,559.06	\$23,559.06	\$245,500.00
Average				\$3,861.00	\$3,866.00	\$225,519.00
Median				\$3,461.00	\$3,461.00	\$214,500.00
Low				\$0.00	\$0.00	\$22,917.00
High				\$23,559.00	\$23,559.00	\$1,106,600.00