



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting REVISED Agenda

March 16, 2022 at 6:00 PM

Board Room, County Water District of Billings Heights 1540 Popelka Dr.

REVISED AGENDA Monday, March 14, 2021

The meeting is open to any interested member of the public. Agendas and Agenda Packets are prepared for the meetings; agendas may be requested from the General Manager Peyton Brookshire, peyton@heightswaterdistrict.com and are available at <https://heightswaterdistrict.com/> and <https://www.yellowstonecountynews.com/category/features/>. Supplemental documents are linked in the Agenda Packet.

Join Zoom Meeting

<https://us02web.zoom.us/j/89318236922>

Meeting ID: 893 1823 6922

CALL MEETING TO ORDER: President Ming Cabrera

WELCOME AND INTRODUCTIONS

PRESIDENT'S REMARKS: Ming Cabrera

During the course of the meeting the Public may be heard before a vote is cast by the Board. The President will acknowledge the Public once the motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hand. Once recognized, the speaker should move to the side of the board table so comments can be heard, identify themselves by name, and limit their comments to two minutes. Each speaker will have one opportunity to speak on any agenda item.

LEGAL COMMITTEE REPORT (see report and attachments)

1. Background The City of Billings calculated the unpaid bill at \$2,970,599.35 and had offered to let the District repay the balance over a three year period. The legal committee negotiated that the District discount the amount possible to earn if the District invested in CD's during this period ($\$2,970,599.35 - \$34,347.55 = \$2,936,251.80$). The District turned down requests to join the Franchise lawsuit multiple times as reflected in the Minutes (October 11, 2017, June 13, 2018, January 9, 2019).

The city's liability to the District for the franchise fees was limited to \$35,000 due to the statute of limitations and the date the District gave notice to the City when filing a counter lawsuit (January 7, 2021). The second counter claim of right-of-way fees are about \$5000 annually and the committee's recommendation is that any dispute could be resolved through discussion, not litigation.

Evidence does not exist to draw a clear conclusion on who made the error, the software vender or a city employee. This was made more difficult by the timeline. The error wasn't discovered until way past the contract liability limitations with the vender. Added to this is the simple fact that the HWD did receive, and sell the water.

The council is scheduled to approve the agreement March 28.

Recommended motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve SETTLEMENT AGREEMENT between THE CITY OF BILLINGS (the "City")

and THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS (the "District") with the SETTLEMENT AMOUNT: \$2,936,251.80 (Two Million, Nine Hundred Thirty-Six Thousand, Two Hundred Fifty-One Dollars and 80 cents) and to direct the District to pay the full amount within thirty (30) days after the approval of this Settlement Agreement and Release by the later of the City of Billings City Council and the Board of Directors of the County Water District of Billings Heights. At a later date, The Parties through their respective representatives, shall meet to begin addressing issues with the existing Water Purchase Agreement with a goal of drafting a new Water Purchase Agreement that may be acceptable to both the City of Billings and the County Water District of Billings.

Attachments:

Final Settlement Agreement City and Heights Water District

Resolution 007-22 Resolve Fee Dispute with the City of Billings

Decision and Order Re City of Billings' Motion for Partial Summary Judgment (franchise lawsuit)

YCN ♦ February 25, 2022 ♦ Proposed Water Rate Increases Postponed; Water District Nears Agreement with City

NEW BUSINESS

2. Board Secretary and Recording Secretary (see attachments Appointment of Administrative Personnel; Jeff Weldon Memo to Board 2021.09.98, Contract for Outside Services Suzie McKethen 2009.12.11, Draft CWDBH Board Secretary Job Description and Evaluation, 2022.02 CWD staffing comparison)

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items

- A. Any member of the Public may be heard on any subject that is not on the Agenda.
- B. The board will not take action on these items at this time but may choose to add an item to the next meeting's Agenda for discussion.

CONSENT AGENDA

3. Minutes February 16, 2022
4. FIB Gross Income February no checks.pdf
FIB O&M February no checks
FIB Payroll February 2022 no checks
FIB Savings February
5. February Stifel Statement (see attached)
6. Profit and Loss Statement – February 2021 and February 2022

GENERAL MANAGER REPORT - Peyton Brookshire

7. See attached March Manager Packet
8. See Attachments Ordinance 001-22 ORDINANCE OF THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS CONFIRMING and RATIFYING ANNEXATIONS OF PROPERTIES INTO THE DISTRICT and Certification of Ordinance 001-22.

Recommended motion: having conducted a public hearing, considered written and spoken public testimony, I move that the Board approve Ordinance 001-22 confirming and ratifying annexations of

properties into the District and Certification of Ordinance 001-22 addressed to Christi Jacobsen, Montana Secretary of State and Jeff Martin, Yellowstone County Clerk and Recorder.

- [9.](#) Annexation Application and Resolution 008-22 or Ordinance 002-22 Annexation for Barrett Road Development, Total \$109,309.85. (See Attached)
- [10.](#) Resolution 009-22 or Ordinance 003-22 Annexation for High Sierra 21st filing. 10.454 acres for total of \$105,910.15
- [11.](#) Annexation Application and Resolution 010-22 or Ordinance 004-22 Annexation for E1228 Rawhide Strip 1.13 Acres \$11,469.91 Attached
12. Recommended motion: having conducted a public hearing, considered written and spoken public testimony, and the recommendation from staff, I move the District approve Annexation for Barrett Road Development. 10.77 acres Total for annexation is \$109,309.85. SDF fee to be determined by modeling currently underway; Annexation for High Sierra 21st filing. 10.454 acres for total of \$105,910.15; Annexation for Ed McCullough for 1228 Rawhide Strip 1.13 Acres \$11,469.91 and approve Resolutions 008-22, 009-22 and 010-22 (or approve Ordinances 002-22, 003-22 and 004-22 for First Reading).
- [13.](#) Authorization to Establish and Maintain Security Account at Stife Investments (see attachment)
Recommended motion: having conducted a public hearing, considered written and spoken public testimony, I move that the District approve Resolution 011-22 to Authorize the establishment and maintenance of Security Accounts at Stifel Investments and authorize the following individuals to act on behalf of the Entity named herein: Ming Cabrera, President; David Graves, Vice President, Laura Drager, Treasurer, and Peyton Brookshire, General Manager.

OLD BUSINESS

- [14.](#) Update on the West End Water Plant Jennifer Duray told the legal committee on Monday, February 7 that the rate increase would probably not occur in FY23. She also said the projected increase would be higher than 30.6% based on completion of additional infrastructure. Laura attended the same meeting and heard Jennifer's statement. The rate increase the District will be charged is not known and the rate increase for July 2022 is off the table. At the February 16, 2022 Laura Drager moved to table actions Raftelis recommended until we have a written response from the City of Billings. Seconded by Pam Ellis. and approved unanimously.

Frank Ewalt responded to a question from Pam Ellis. There are multiple things coming into play. They city has applied for grant money, costs have increased beyond projections.

Attached are the emails received through a Public Information Request that gives some additional information and information from the City of Billings.

Jennifer Duray's email to council dated October 20, 2021 states, "Public Works' recommendation is to submit for the BRIC grant again and delay the intake and plant until the next round of grant selections are announced next July." The city did apply for the BRIC grant for the west end water plant. This appears to be written evidence from October 2021 that the city will not increase wholesale water rates to the District for FY 2023.

FINANCE COMMITTEE REPORT: Laura Drager

- [15.](#) Yellowstone County Bank CD Maturity and Roll-over (see attached)
- [16.](#) March Treasurer's Report (attached)

SAFETY COMMITTEE REPORT: Jeff Engel

BYLAWS AND GOVERNANCE COMMITTEE REPORT: Pam Ellis

17. The colors and layout for the website were approved by Pam Ellis, Ming Cabrera and Peyton Brookshire. Municode is currently uploading the documents from DropBox for the website including agendas, minutes, policies, resolutions, ordinances, etc. There is the ability to have some sections on the website private. Currently that includes the videos and instructions for using the agenda and minute management software. The Board will be able to log on directly and vote on line so that all votes are accurately recorded. Municode will provide a brief training at a board meeting. Currently each Board members email address has been uploaded to the website and into the meeting management software. The projected completion is May 2022 but may be sooner. The website will allow us to post complete agendas, minutes and audio recordings. To post the audio recordings we will need to establish a You Tube channel in order to link the recordings.

The software will allow all supplemental documents to be linked directly in the agenda. We should not have to print agendas and documents for board members unless requested individually. This will also mean that minutes can be more concise because the source documents referenced are linked within the publicly available agenda.

ANNOUNCEMENTS

The April County Water Board Meeting will be the second Wednesday, April 13, @ 6:00 pm Laura Drager and Dennis Cook were attending a meeting out of town on the third Wednesday of April.

ITEMS TO BE CONSIDERED AT FUTURE BOARD MEETINGS

Note: No action can be taken on items that were not on the agenda.

..Begin working with Josh Jabalara on a rate study and review of fees charged to developers; the recommendation is that it is preferable to increase rates gradually when possible

..Steffeni Freese, the lead auditor from Anderson ZurMuehlen will meet attend our Board Meeting in April and be available to answer questions. The audit will be posted on the District website and at the Yellowstone County News when it is received so the public had adequate time to read.

Genny Garrick, the Agenda and Board Management trainer from Municode will attend the May meeting to help the Board learn to use the software to vote. She will prepare a video for members to review prior to the meeting.

SETTLEMENT AGREEMENT

between

THE CITY OF BILLINGS (the “City”)

and

THE COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS (the “District”)

Dated March ____, 2022.

RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: The City of Billings, a Montana municipal corporation.

RELEASEE: County Water District of Billings Heights, a Montana local government unit.

DESCRIPTION OF CLAIMS: (1) Breach of Contract/Collection for amounts due under the Water Supply and Purchase Agreement dated December 14, 1998 between the City and the Water District for amounts owed by the District to the City for water purchased by the District between February 27, 2015 and December 15, 2017; and

(2) counterclaims for Negligence (Count I), Collection and Declaratory Judgment (Count II).

SETTLEMENT AMOUNT: **\$2,936,251.80** (Two Million, Nine Hundred Thirty-Six Thousand, Two Hundred Fifty-One Dollars and 80 cents).

CIVIL CAUSE: The City of Billings v. County Water District of Billings Heights, before the Thirteenth Judicial District Court, in and for the State of Montana, Cause No. DV 20-1653.

1. Releases

Releasor releases the Releasee Water District of and from all amounts that Releasee owes to the City under and pursuant to the Water Supply and Purchase Agreement dated December 14, 1998 for water purchased by the District between February 27, 2015 and December 15, 2017. The City agrees to accept the Settlement Amount stated above in full satisfaction of all amounts owed by the Water District to the City under the Water Supply and Purchase Agreement for the time period of February 27, 2015 and December 15, 2017. The Releasor City is expressly reserving and is not releasing its claims: (a) that the Water District is selling water outside of its Service Area in violation of § 27-201 - 207, Billings Montana City Code; and (b) that the Water Supply and Purchase Agreement dated December 14, 1998 is a contract for an indefinite term under the Uniform Commercial Code and may be terminated at any time, pursuant to Montana Code Annotated § 30-2-309.

The Releasee Water District releases the Releasor City of and from the Releasee’s claims for: (a) negligence (Count I) in connection with the City’s billing practices under

the Water Supply and Purchase Agreement dated December 14, 1998; and (b) for collection and declaratory relief (Count II) with respect to the Water District's claims arising from or related to any franchise fees paid by the Water District to the City. The Releasee Water District expressly reserves and does not release any claims that it may have against the City arising from any service fees that the City may have unlawfully billed to the Water District.

2. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum by Releasee nor the negotiations for settlement shall be considered as an admission of liability by either Party. The claims reserved and not released remain disputed and not admitted by the opposing party.

3. Stipulation for Dismissal.

The Parties enter into this Settlement Agreement in order to settle and resolve the above-described civil litigation. Towards that end:

- A. The Releasor's complaint against the Releasee with respect to amounts owed to the Releasor for water purchased by the Releasee between February 27, 2015 and December 15, 2017, shall be dismissed, with prejudice;
- B. Releasee's counterclaim against Releasor for negligence and declaratory relief shall be dismissed with prejudice;
- C. Releasee's counterclaim against Releasor arising from or related to any franchise fees paid by Releasee shall be dismissed, with prejudice; and
- D. Releasor's claims and Releasee's counterclaim against each other as may be alleged in the pleadings but not subject to the prayer of their Complaint and Counterclaim shall be dismissed without prejudice and shall not be subject to the mutual release of all claims.
- E. Each party shall pay their respective costs and attorneys' fees.

4. Approval of Settlement

The Releasor warrants and represents that this Settlement Agreement has been approved by the Billings City Council and that the Mayor of the City of Billings has the power and authority to execute and deliver this Settlement Agreement.

The Releasee warrants and represents that this Settlement Agreement has been approved by the Board of Directors of the County Water District of Billings Heights and

that the undersigned has the power and authority to execute and deliver this Settlement Agreement.

5. Payment

Within thirty (30) days after the approval of this Settlement Agreement and Release by the later of the City of Billings City Council and the Board of Directors of the County Water District of Billings Heights, Releasee shall pay to Releasor the sum of Two Million, Nine Hundred Thirty-Six Thousand, Two Hundred Fifty-One Dollars and 80 cents (**\$2,936,251.80**).

Upon receipt of payment of the Settlement Amount, counsel for the Parties shall cause a Stipulation for Dismissal of the pending Civil Action to be filed in the District Court. The Stipulation for Dismissal shall be substantially in the form that is attached as Exhibit "A".

6. New Water Purchase Agreement

The Parties through their respective representatives, shall meet to begin addressing issues with the existing Water Purchase Agreement with a goal of drafting a new Water Purchase Agreement that may be acceptable to both the City of Billings and the County Water District of Billings. The Parties acknowledge that many of the customers of the County Water District of Billings Heights are also citizens of the City of Billings. Therefore, it may be in the interest of both Parties to negotiate and finalize a new agreement for the future. However, nothing in this Paragraph 6 shall impose any legal duty upon either party.

7. Taxation

Neither Party makes any representation about the taxability of any portion of this Settlement. Each Party warrants and represents to the Other Party that it has consulted such accountants, attorneys, and advisors as it deemed appropriate regarding this settlement and that it is not relying upon any statement from the Other Party or its attorneys

8. Severability

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

9. Choice of Law

The laws of the State of Montana shall apply to the interpretation of this Agreement.

10. Final Agreement

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

CITY OF BILLINGS, MONTANA

By: _____
Mayor, William A. Cole

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

By: _____
Ming Cabrera, President

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on this ____ day of March, 2022, by **William A. Cole**, Mayor of the City of Billings.

Notary Public for the State of Montana

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on this ____ day of March, 2022, by **Ming Cabrera**, President of the County Water District of Billings Heights.

Notary Public for the State of Montana



Resolution 007-22 to Authorize SETTLEMENT AGREEMENT between THE CITY OF BILLINGS (the “City”) and THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS (the “District”) with the SETTLEMENT AMOUNT: \$2,936,251.80 (Two Million, Nine Hundred Thirty-Six Thousand, Two Hundred Fifty-One Dollars and 80 cents) and to direct the District to pay the full amount within thirty (30) days after the approval of this Settlement Agreement and Release by the later of the City of Billings City Council and the Board of Directors of the County Water District of Billings Heights.

WHEREAS, the County Water District of Billings Height Board consider written and spoken testimony at a meeting of the County Water District of Billings Heights Water Board on March 16, 2022,

The Board authorized approving the Settlement Agreement with the City of Billings and paying the City of Billings \$2,936,251.80 to resolve the fee dispute.

That, the President of the County Water District of Billings Heights, sign the resolution and the Settlement Agreement on behalf of the board.

Signed: _____

Ming Cabrera, President

Date: February 16, 2022

Attested: _____

Pam Ellis, Recording Secretary

CLERK OF THE DISTRICT COURT TERRY HALPIN

106

2022 MAR -1 A 9: 32

MONTANA THIRTEENTH JUDICIAL DISTRICT, YELLOWSTONE COUNTY BY DEPUTY

GARY McDANIEL, SUSAN McDANIEL, on behalf of themselves and all others similarly situated. Plaintiffs, vs. CITY OF BILLINGS, Defendant.

Cause No. DV 19-1444 DECISION AND ORDER RE: CITY OF BILLINGS' MOTION FOR PARTIAL SUMMARY JUDGMENT PURSUANT TO MONT. R. CIV. P. 56 RE PLAINTIFFS' WATER CONTRACT CLAIMS UNDER MONT. CODE ANN. § 30-2-607

On March 10, 2020, Defendant City of Billings ("City") filed City of Billings' Motion for Partial Summary Judgment Pursuant to Mont. R. Civ. P. 56 Re Plaintiffs' Contract Claims Under Mont. Code Ann. § 30-2-607 ("Motion"). Ct. Doc. 10. On March 10, 2020, the City also filed the City of Billings' Brief in Support of Motion for Partial Summary Judgment Pursuant to Mont. R. Civ. P. 56 Re Plaintiffs' Contract Claims Under Mont. Code Ann. § 30-2-607. (" Brief"), Ct. Doc. 11. On April 17, 2020, Plaintiffs Gary McDaniel and Susan McDaniel ("Plaintiffs") filed Plaintiffs' Response to the Motion. Ct. Doc. 24. On May 1, 2020, the City filed City of Billings' Reply Brief. Ct. Doc. 30.

On March 30, 2021, the Court held a Scheduling Conference. The Court issued a Memorandum stating that the "Court concluded and counsel agreed that at this time there is no matter to be set for a hearing in this case." Ct. Doc. 74. On March 31, 2021, the City filed a Notice to Court in which the City stipulated that the present Motion may be submitted on briefs without

oral argument. Ct. Doc. 76. Plaintiffs have not requested oral argument. At a Status Hearing held on September 14, 2021, the Court affirmed with counsel that this Motion is submitted on briefs.

The Court also notes that in City of Billings' Response in Opposition to Plaintiffs' Motion for Class Certification the City suggested to the Court that for the "sake of judicial economy, the Court should decide several important threshold and potentially dispositive or limiting motions before the Court addresses class certification." Ct. Doc. 47, p. 1. This approach has been approved by other courts. See, *Sheehan v. Transit Auth.*, 155 Wn. 2d 790, 807 23 P.3d 88 (2005) ("...a trial court retains discretion, for purposes of judicial economy, to delay ruling on a motion for class certification until after hearing dispositive motions."). In this case, the Court has not yet addressed Plaintiffs' motion for class certification. The Court points this out because in the related case of *Houser, et al. v. City of Billings*, Montana 13th Judicial Dist. Ct., Cause No. DV 19-0778, the parties agreed that notice should be given to the certified class before the Court decides motions for summary judgment. *Houser* is procedurally distinct from this case because in *Houser* the class was certified. *Houser*, Ct. Doc. 74.

On January 5, 2022, the Court entered its Decision and Order Re: City of Billings Motion for Summary Judgment (Counts II and III). Ct. Doc. 98. Subsequently, the Court entered its Partial Summary Judgment wherein the Court dismissed Count II of Plaintiffs' Complaint (breach of contract) for Plaintiffs' failure to comply with § 7-6-4301, MCA. Ct. Doc. 103. Therefore, it would appear that Plaintiffs' breach of contract claims and water claims are resolved by the Partial Summary Judgment and requires no further analysis. Ct. Doc. 103. However, because the City has also raised the issue of whether Plaintiffs are also precluded from pursuing a claim for breach of the separate water contract claim and water claims in general under the Uniform Commercial

Code (“UCC”), § 30-2-607(3)(a), MCA, the Court considers that issue for the sake of complete resolution.

BACKGROUND

On October 9, 2019, Plaintiffs filed a Class Action Complaint (Subdivision Improvement Agreement Properties). Ct. Doc. 1. In Count II of their Complaint, Plaintiffs allege that the City and its utility customers entered into individual agreements for water services, sewer services, and garbage disposal services. Plaintiffs allege that in each and every agreement there is an implied covenant of good faith and fair dealing as provided in § 28-1-211, MCA and that the City breached the implied covenant of good faith and fair dealing by billing its customers an “illegal sales tax” in the form of a “franchise fee”. Ct. Doc, p. 17.

In 1992, the City’s Council imposed a 4% “franchise fee” on its provisions for water, wastewater service, and solid waste disposal service. In 2004, the City raised the “franchise fees” for solid waste disposal to 5%. On May 16, 2018, a group of Billings ratepayers filed a class action suit against the City requesting a declaratory judgment and injunction and damages for breach of contract. *Houser et al. v. City of Billings*, Montana 13th Judicial Dist., Cause No. DV 19-0778. This Court certified the matter as a class action but excluded from the classes City ratepayers whose property is subject to a Subdivision Improvement Agreement (“SIA”), such as Plaintiffs in this case. *Houser*, Or. Granting Pls.’ Mot for Class Certification (2019). The City appealed to the Montana Supreme Court, which affirmed this Court’s Order. *Houser v. City of Billings*, 2021 MT 51, 399 Mont. 140, 458 P.3d 1031. However, this Court’s decision that the SIA ratepayers were excluded from the class in *Houser* was not raised in the appeal to the Supreme Court.

There is no dispute that since 2004 Plaintiffs have resided in the Ironwood Subdivision in Billings. Their residence has been subject to an SIA during the entire time they have resided in

that subdivision. Since 2004, Plaintiffs have been consumers of water, sewer, and garbage disposal services provided by the City and have paid “franchise fees” charged by the City on those goods and services.

It is undisputed that water is a “good” under the UCC. Br., Ex. “A”, Interrogatory No. 12. Plaintiffs acknowledge that water is a “good” under the UCC. Br., Ex. “A”, Plaintiffs’ answer to Interrogatory No. 12. Each bill that Plaintiffs received for water from the City included an amount for the “franchise fees.” Br., Ex. “A”, Admission No 4. Plaintiffs did not pay the “franchise fees” under protest. Br. Ex. “A”, Admission No. 10. The Billings City Council voted to impose “franchise fees” on water at public hearings held between 1992 and 2018. Br. Ex. “A”, Admission No. 29. Plaintiffs did not attend any of the public hearings on water rates from 2004 through 2018. Br., Ex. “A”, Admission No. 47. Plaintiffs admit that they paid the “franchise fees” related to their water, pursuant to a contract. Br., Ex. “A”, Admission No 19. Plaintiffs admit they never rejected any water they received from the City. Br., Ex. “A”, Admission No. 35. Plaintiffs admit that they never notified the City that it had breached Plaintiffs’ contract for water delivery. Br., Ex. “A”, Admission No. 36. Plaintiffs admit that prior to July 2019, they did not object in writing to the payment of the “franchise fees” on their water. Br., Ex. “A”, Admission No. 43.

Plaintiffs admitted that prior to filing this lawsuit they did not ask the City to refund the “franchise fees” paid for water. Br. Ex. “A”, Admission No. 49. The Billings City Council has not been presented with, and has no record of, a claim or demand for repayment of “franchise fees” based on a breach of contract, a breach of the covenant of good faith and fair dealing, or any other claim for repayment from Plaintiffs. Bohlman Aff., ¶ 6. Ct. Doc. 13. The City records do not include any demand or claim upon the Billings City Council for repayment or refund of “franchise fees” paid in connection with water service. Bohlman Aff., ¶ 7. Ct. Doc. 13. Plaintiffs argue that

numerous citizens and City Council members gave notice to the City during the City's Council meetings that the "franchise fees" violated state law. Plaintiffs allege that the City breached the implied covenant of good faith and fair dealing by "imposing illegal sales taxes when billing its customers for providing water, sewer, and garbage disposal services and misrepresenting those taxes as 'franchise fees.'"

The City seeks a separate partial summary judgment on Plaintiffs' water claims.

LEGAL STANDARD

Summary judgment is appropriate "if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law." *Feller v. First Interstate Bancsystem, Inc.*, 2013 MT 90, ¶ 16, 369 Mont. 444, 299 P.3d 338 (citing M. R. Civ. P. 56(c)(3)). Summary judgment may be entered for either all or part of the claim. Mont. R. Civ. P. 56(a). Once the moving party demonstrates the absence of any genuine issue of material fact, the burden of proof shifts and the non-movant "must establish with substantial evidence, as opposed to mere denial, speculation, or conclusory assertions, that a genuine issue of material fact does exist or that the moving party is not entitled to prevail under the applicable law." *Semenza v. Kniss*, 2008 MT 238, ¶ 18, 344 Mont. 427, 189 P.3d 1188 (citation omitted). Disputed facts "are material if they involve elements of the cause of action" and the trier of fact must resolve the dispute. *Pospasil v. First Natl. Bank of Lewistown*, 2001 MT 286, ¶ 12, 307 Mont. 392, 37 P.3d 704 (citation omitted).

DISCUSSION

The City argues that the UCC applies to Plaintiffs' breach of contract claims based on the provisions for water. The City argues that Plaintiffs failed to comply with § 3-2-607, MCA, of the UCC. Section 3-2-607, MCA, provides in part:

- (1) The buyer must pay at the contract rate for any goods accepted.
- (2) Acceptance of goods by the buyer precludes rejection of the goods accepted and if made with knowledge of a nonconformity cannot be revoked because of it unless the acceptance was on the reasonable assumption that the nonconformity would be seasonably cured but acceptance does not of itself impair any other remedy provided by this chapter for nonconformity.
- (3) Where a tender has been accepted:
 - (a) the buyer must within a reasonable time after the buyer discovers or should have discovered any breach notify the seller of breach or be barred from any remedy; and
 - (b) if the claim is one for infringement or the like (subsection (3) of 30-2-312) and the buyer is sued as a result of such a breach the buyer must so notify the seller within a reasonable time after the buyer receives notice of the litigation or be barred from any remedy over for liability established by the litigation.
- (4) The burden is on the buyer to establish any breach with respect to the goods accepted....

The City argues that Plaintiffs were required to give the City notice of their alleged breach of the water contracts and did not do so. There is no dispute that a contract existed between the City and Plaintiffs for the supply of water. The City notes that Plaintiffs admit that they never notified the City that it had breached the water contract. Br., Ex. "A", Request for Admission No. 36. The City also contends that Plaintiffs did not plead that they provided notice of a breach to the City and that the evidence presented does not establish notice under § 30-2-607, MCA.

In its Reply, the City contends that documents which were referred to by Plaintiffs in their Response are not part of the record in this case. Reply, p. 2. These documents are listed by the City on page 2 of its Reply: Docs. 35, 38, 55, 64, 69, 83, 86, 80, 97, 117 and 145. *Id.* The City points out that at the time of the filing of Plaintiff's Response (April 17, 2020), the documents filed in this case ended at Document No. 27. The Court agrees with the City and will not consider

any documents which were not part of the record in this case at the time of the filing of the City's Motion.

Plaintiffs argue that notice to a seller under the UCC is not necessary when the seller has actual knowledge of the defect. Resp., p. 3, citing *Anderson v. Gulf Stream Coach, Inc.*, 662 F.3d 775, 782 (7th Cir. 2011). Plaintiffs' basis for its claim that the City breached the water contract is that the City willfully lied about the legality of the "franchise fees" imposed on its customers. The City asserts that Plaintiffs' claim appears to be based upon the theory that the City breached the covenant of good faith and fair dealing by assessing a sales tax upon its customers. Regardless of how the parties characterize Plaintiff's claim, the issue is whether the UCC precludes the City from pursuing its claims for breach of the water contract by violating the covenant of good faith and fair dealing under the undisputed facts of this case.

The City argues that the water contracts at issue in this case have all been fully performed. The City asserts that it provided the water services and Plaintiffs made payment. The City notes that Plaintiffs do not allege any breach in the performance or enforcement of the contracts. The City argues that this is important because under the UCC, there is no independent cause of action for good faith. Section 30-1-203, MCA, provides that "Every contract or duty with this code imposes an obligation of good faith in its performance or enforcement." The official code comments to § 30-1-203, MCA, make it clear that this section does not create an independent cause of action:

This section does not support an independent cause of action for failure to perform or enforce in good faith. Rather, this section means that a failure to perform or enforce, in good faith, a specific duty or obligation under the contract, constitutes a breach of that contract or makes unavailable, under the particular circumstances, a remedial right or power. This distinction makes it clear that the doctrine of good faith merely directs a court towards interpreting contracts within the commercial context in which they are created,

performed, and enforced, and does not create a separate duty of fairness and reasonableness which can be independently breached.

Thus, the City reasons that when Plaintiffs' claim for breach of the covenant of good faith and fair dealing is analyzed through the UCC, Plaintiffs did not comply with § 30-2-607, MCA. The City argues that Plaintiffs have not met their burden of establishing that the City had actual notice that the City breached the contracts and the covenant of good faith and fair dealing with Plaintiffs. Reply, p. 4. The City notes that while individual parties complained about the "franchise fees", primarily when they were adopted in 1992 and after *Montana-Dakota Utilities Co. v. City of Billings*, 2003 MT 332, 318 Mont. 407, 80 P.3d 1247 was decided, Plaintiffs continued buying water from the City and continued paying their bills, including the "franchise fees." Plaintiffs never notified the Public Works Department of its alleged breach and the "franchise fees" were never paid under protest. The Court agrees with the City's argument that to "fulfill the objective of good requirement in the context of [the UCC], the buyer must not act in a manner which leads the seller to believe that the contract has been properly performed when the buyer actually intends to institute a lawsuit." Reply, p. 4.

Plaintiffs' argument that the City had actual knowledge of a breach of contract or breach of the covenant of good faith and fair dealing is based upon the notion that the City knew that the "franchise fees" were a sales tax. However, the City has emphatically argued in this case that the "franchise fees" were not an illegal sales tax. Although this Court has decided that the "franchise fees" are an illegal sales tax, that decision was not made until the Court issued its Decision and Order Re: Plaintiffs' Motion for Partial Summary Judgment Regarding the Legality of City Ordinances and SIA Provisions Imposing "Franchise-Fees (Count I) on January 5, 2022.

Whether the "franchise fees" were an illegal sales tax was a question of law. At the time that the water contract was being performed, no court had ever determined this question of law.

As the City points out, the City and the Billings City Council could not have actual knowledge of a legal ruling before one was ever made. Reply, p. 5.

During the time of the performance of the contract the issue of the legality of the “franchise fees” was subject to dispute. Some citizens claimed that the “franchise fees” were illegal. Some City officials disagreed with this assertion. A person has “notice” of a fact if they have “actual knowledge.” Section 30-1-210(1) & (2), MCA. The disputed issue was not a fact, but was a question of law that had never been decided. The Court agrees with the City that the *MDU* case and citizen complaints arising from the *MDU* decision about the utility fees did not give the City actual notice as required by the UCC that the contract was breached based on the claim that the “franchise fees” were an illegal sales tax.

Plaintiffs’ reliance on *Anderson* for their argument that the City had actual notice of Plaintiffs’ claims of breach of contract and breach of the covenant of good faith is misplaced. *Anderson* involved a breach of warranty claim involving nonconforming goods. In *Anderson*, the Court found that Gulf Stream had received over 60 pages of warranty claims over a period of five months and had sent representatives to investigate the defects. *Anderson*, 662 F.3d at 782. Under those circumstances, the Court held that the buyer did not have to give an additional notice. *Id.* The Court held that the policy behind requiring notice is to give the seller a reasonable opportunity to cure. *Id.* at 783. In *Anderson*, plaintiffs sent numerous warranty claims describing problems and allowed Gulf Stream time to cure the defects. The policy reason for notice was satisfied. *Id.*

This case does not involve a breach of warranty or of nonconforming goods. Plaintiffs assert a claim for breach of contract and breach of the covenant of good faith and fair dealing independent of any direct breach of the contract. Unlike *Anderson*, the City does not have pages of complaints about the City breaching the covenant of good faith and fair dealing.

In *Anderson*, the Court also recognized that the “actual knowledge” standard was in contract to the analysis of UCC 2-607 in other jurisdictions. In *Eastern Air Lines v. McDonnell Douglas Corp.*, 532 F.2d 957, 973 (5th Cir. 1976), the Court recognized the broad function of the notice requirement noting that “it is not enough under section 2-607 that a seller has knowledge of the facts constituting a non-conforming tender; he must also be informed that the buyer considers him to be in breach of contract.” In *Eastern Air*, the notice requirement under UCC 2-607 is applicable to delivery delays as well as other breaches.” *Id.*, 532 F.2d at 971-973.

In *Anderson*, the Court took a limited view of the purpose of the notice – that it was simply to allow for a cure. In *Eastern Air*, the Court analyzed that viewpoint and noted:

Judge Learned Hand, for example, applied section 49 in a case in which performance had been delayed, noting:

“The plaintiff replies that the buyer is not required to give notice of what the seller already knows, but this confuses two quite different things. The notice “of the breach” required is not of the facts, which the seller presumably knows quite as well as, if not better than, the buyer, but of buyer’s claim that they constitute a breach. The purpose of the notice is to advise the seller that he must meet a claim for damages, as to which, rightly or wrongly, the law requires that he shall have early warning.” *American Mfg. Co. v. United States Shipping Board E. F. Corp.*, 2 Cir., 1925, 7 F.2d 565, 566; cited with approval *Whitfield v. Jessup*, *supra*, 31 Cal.2d at 830, 193 P.2d at 4; *Reininger v. Eldon Mfg. Co.*, *supra*, 250 P.2d at 8. But see *Johnson v. Comptoir Franco Belge D’Exportation, etc.*, 1955, 135 Cal.App.2d 683, 288 P.2d 151, 156.

Id., 532 F.2d at 972.

Plaintiffs were required to notify the City that they considered the City to be in breach of the water contracts. Plaintiffs cite nothing in the record that Plaintiffs gave the City any notice that the City had breached the covenant of good faith and fair dealing. There is no evidence that any notice was provided to the City that it had a duty to amend the contracts to eliminate the “franchise fees” when there had never been a judicial determination that the fees at issue were

illegal. The uncontroverted facts demonstrate that Plaintiffs did not give the City any notice of breach of contract or of breach of the covenant of good faith and fair dealing or of any generic notice. Neither Plaintiffs, nor Plaintiffs on behalf of the proposed Subdivision Water Class, complied with § 30-2-607, MCA.

It appears that Plaintiffs are arguing the City breached the covenant by not amending the contracts to eliminate of their express terms – the inclusion of the “franchise fees.” The alleged duty to amend the contracts does not come from any contract provision. Plaintiffs’ breach of the covenant is founded upon something external to the contracts themselves. Plaintiffs’ attempt to assert an independent claim for breach of the covenant is not permitted under the UCC. As discussed earlier, pursuant to § 30-1-203, MCA and its official comments, a claim for breach of the covenant of good faith and fair dealing must be tied to an actual breach of contract claim. Plaintiffs did not provide notice that any provision of the contract was breached. Thus, the purported breach of the covenant claim is defective.

Plaintiffs also failed to plead that it gave the City notice of breach. The burden of proving notice is on the party claiming breach, i.e., the Plaintiffs. *Fire Supply & Service Inc., v. Chico Hot Springs*, 196 Mont. 435, 442-444, 639 P.2d 1160 (1982). Pleading notice is required for recovery. 4 Anderson U.C.C. § 2-607:21 (3d. ed.). The City raised Plaintiffs’ failure to plead notice in its Brief. Plaintiffs failed to dispute or address the City’s argument.

Plaintiffs’ arguments on the issue raised by the City concerning the applicability of the UCC on the water contracts primarily focuses on the legality of the “franchise fees” and statements made by persons other than Plaintiffs and communications between counsel for the parties to satisfy any notice requirements under the UCC.

Section 30-2-101 et seq., MCA, UCC Article Two, governs the allegations relating to the water contracts because water is a “good”. Section 30-2-102, MCA. The fact that water is a “good” is undisputed. The City’s Motion is based upon § 30-2-607, MCA. The primary purpose of this statute is to prevent a buyer from accepting goods and later refusing to pay for them on the basis of an alleged breach of contract. *Hill v. Ryerson Sons, Inc.*, 165 W.Va. 22, 29-30, 268 S.E. 296, 302 (S. Ct. W. Va. 1980). Plaintiffs allege a breach of contract and seek a refund of a portion of what they paid for the water, namely the “franchise fees”, from the City for over 15 years.

The City argues that Plaintiffs waived any claim for breach of contract by purchasing and paying for the water for the 15-year period while remaining silent about their breach of contract and breach of the covenant of good faith and fair dealing claims. The City’s position on this issue is supported by the authority cited by the City. Reply, pgs. 15-16. Plaintiffs accepted the water from the City, used the water, paid their bills for over 15 years, and never rejected the water. At the time Plaintiffs accepted the water, they became contractually bound to pay the contract price, including the “franchise fees.” Section 30-2-607, MCA. Under the UCC, if Plaintiffs disputed the City’s performance of the contracts, they had the recourse to notify the City to cease the prior practice. Plaintiffs did not give such a notice.

In conclusion, Plaintiffs failed to plead and present evidence that they provided notice of breach of the covenant of good faith and fair dealing to the City, within a reasonable time. Plaintiffs failed to plead or provide evidence that Plaintiffs provided individualized notice to the City, within a reasonable time.

Concerning the applicability of the UCC to Plaintiffs’ water claim, Plaintiffs bought water, received water, and paid for the water for 15 years without providing any notice that they intended to sue for breach of the covenant of good faith and fair dealing. The facts are undisputed that

Plaintiffs failed to give the requisite notice. Further, Plaintiffs conduct created a course of dealing and performance under the UCC that constitutes a waiver of their claim relating to water.

DECISION

There is no genuine issue as to any material fact under the UCC analysis and the water contracts. As to Plaintiffs' claim based upon the water contracts, Plaintiffs failed to give notice of breach to the City. Plaintiffs failed to plead such notice in their Complaint. Plaintiffs waived their claim for breach of contract by continuing to accept the water and continuing to pay for it. Under the UCC, when a buyer has "accepted" the goods (water), as Plaintiffs did here, the buyer must notify the seller of any breach. Plaintiffs' failure to give notice of breach bars Plaintiffs' claim for a breach of the covenant of good faith and fair dealing as it relates to the water contracts.

The Court noted that Plaintiffs claim for breach of contract under Count II and restitution under Count III were previously dismissed by the Court in its Decision and Order Re: City of Billings' Motion for Partial Summary Judgment (Counts II and III) for other reasons. Ct. Doc 98. Concerning the present Motion, the City is also entitled to partial summary judgment on Plaintiffs' water claims.

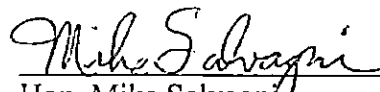
ORDER

IT IS HEREBY ORDERED:

1. The City of Billings' Motion for Partial Summary Judgment Pursuant to Mont. R. Civ. P. 56 Re Plaintiffs' Water Contract Claims Under Mont. Code Ann. § 30-2-607 is **GRANTED**. For the reasons stated in this Decision and Order, Plaintiffs' water claims Complaint are **DISMISSED** by means of a Partial Summary Judgment on Plaintiffs' claim for breach of the implied covenant of good faith and fair dealing and breach of contract.

2. On or before March 15, 2022, the City's counsel shall prepare a Proposed Partial Summary Judgment Plaintiffs' Complaint consistent with this Decision and Order and the relief requested by the City and submit it to the Court in Word format directly to the Court at its personal email for the Court's consideration for issuance by the Court. Counsel shall file the original Proposed Partial Summary Judgment with the Clerk of the District Court and provide a copy to Plaintiffs' counsel.

Dated March 1, 2022.



Hon. Mike Salvagni
Presiding Judge

cc: Matthew G Monforton
Doug James
Bryce Burke

MONTANA, THIRTEENTH JUDICIAL DISTRICT COURT, YELLOWSTONE COUNTY

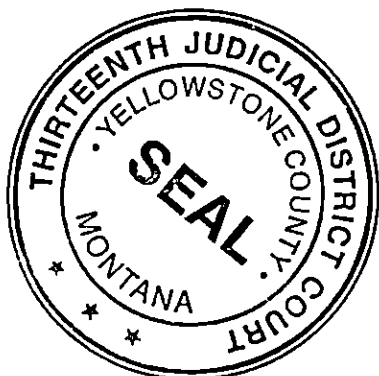
Gary McDaniel, et al.)	Case No. DV 19-1444
)	
Plaintiffs,)	
)	Judge Michael Salvagni
)	
Vs.)	
)	
City of Billings,)	CERTIFICATE OF SERVICE
)	
Defendant.)	

On this 1st day of March 2022, the Clerk of District Court certifies that a true and correct copy of the Decision and Order Re: City of Billings’ Motion for Partial Summary Judgment Pursuant to Mont. R. Civ. P. 56 Re Plaintiffs’ Water Contract Claims Under Mont. Code 30-2-607 was mailed, first class, postage paid, to the following parties:

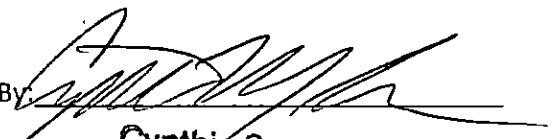
Matthew G. Monforton
Monforton Law Offices
32 Kelly Court
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Doug James
Moulton Bellingham
P.O. Box 2559
Billings, MT 59103

Bryce Burke
Moulton Bellingham
P.O. Box 2559
Billings, MT 59103



TERRY HALPIN

By 
Cynthia Swenson

YCN ❖ February 25, 2022 ❖

Proposed Water Rate Increases Postponed; Water District Nears Agreement with City

by Evelyn Pyburn

The Heights Water District has been informed that a proposed rate increase from the city is not going to occur as soon as originally announced. The district is also near a settlement with the City of Billings on a long past-due bill that has been a point of contention; and the district's board accepted the finalized contract with its new manager, Peyton Brookshire – all these issues were part of business conducted by the Heights Water District Board on Wednesday evening during their regular monthly board meeting.

Vice President David Graves conducted the meeting which was only attended in person by two board members, Graves and Pam Ellis. The rest of the board attended virtually, which was at times difficult because of inadequate equipment. The board directed the manager to acquire and install better equipment before their next meeting; however, one district resident stood to ask the board to attend meetings in person if they are in the city. "Is it too much to ask that you attend in person?" asked Heights resident Frank Ewalt. "It's what you signed up to do."

President Ming Cabrera voiced whole hearted agreement, noting that he and board member Laura Drager were attending virtually because they were on vacation and wanted to make sure there was a quorum for the meeting. Three other board members, Dennis Cook, Brandon Hurst and Jeff Engel, have not attended regular meetings of the board in over three months.

While there has been considerable concern among Heights residents about a proposed water rate increase, announced several months ago by the City of Billings, that increase is not going to happen as soon as the city planned.

Andrew Rheem with Raftelis, the company the board engaged to do a rate study, reported that Jennifer Duray, Deputy Director of Billings Public Works Department, informed him that the rate increase will not go into effect on July 1, 2022, as they had earlier announced because the city has not been able to complete the projects upon which the increase is based – but when the rate

increase is implemented, it will likely be higher than the 31.7 percent – or 89 cents per 1000 gallons -- that had been planned. The Heights Water District purchases its water from the City of Billings, the cost of which comprises almost half the district’s operating expenses or about \$2.69 million.

Timing issues and increased costs have delayed the city’s development of the three major their regular monthly board meeting. Vice President David Graves conducted the meeting which was only attended in person by two board members, Graves and Pam Ellis. The rest of the board attended virtually, which was at times difficult because of inadequate equipment. The board directed the manager to acquire and install better equipment before their next meeting; however, one district resident stood to ask the board to attend meetings in person if they are in the city. “Is it too much to ask that you attend in person?” asked Heights resident Frank Ewalt. “It’s what you signed up to do.” President Ming Cabrera voiced whole hearted agreement, noting that he and board member Laura Drager were attending virtually because they were on vacation and wanted to make sure there was a quorum for the meeting. Three other board members, Dennis Cook, Brandon Hurst and Jeff Engel, have not attended regular meetings of the board in over three months. While there has been considerable concern among Heights residents about a proposed water rate increase, announced several months ago by the City of Billings, that increase is not going to happen as soon as the city planned. Andrew Rheem with Raftelis, the company the board engaged to do a rate study, reported that Jennifer Duray, Deputy Director of Billings Public Works Department, informed him that the rate increase will not go into effect on July 1, 2022, as they had earlier announced because the city has not been able to complete the projects upon which the increase is based – but when the rate increase is implemented, it will likely be higher than the 31.7 percent – or 89 cents per 1000 gallons -- that had been planned. The Heights Water District purchases its water from the City of Billings, the cost of which comprises almost half the district’s operating expenses or about \$2.69 million. Timing issues and increased costs have delayed the city’s development of the three major projects that are driving the proposed rate increases. Those projects are building an intake or pipeline for \$21 million, building a West End Treatment plant for \$57 million and development of a reservoir or “city lakes” for \$36 million, generating a total of \$114 million in capital expenditures. Many Heights residents have strongly informed the board that they do not believe that any of

those projects benefit the Heights and that therefore, the city should not be passing the cost of them on to the district.

At the recommendation of interim manager Larry Brewster and Rheem, the board decided that since it is apparent that the district will not be in agreement with the increased rates whenever they come, the district should be focused on identifying their differences and be prepared to initiate the arbitration clause of their contract. Rheem recommended that the board engage legal counsel to provide guidance regarding the arbitration process – preferably one that specializes in water law.

Board member Ellis reported that the board’s legal committee had met with the city’s legal committee, and they agreed to a draft agreement about paying the \$2.9 million bill the district has with the city. The agreement has nothing to do with any changes in the contract the district has with the city, although she said the city “is pretty aggressive about wanting to make changes to the contract. They want to change it massively.” Ellis added that the District’s contract is “set in statute” and “they don’t get to unilaterally change it.”

David Graves, who is part of the District’s legal committee, told those attending the board meeting that district board members did not waver in regard to that issue. “Every one of us had your back,” he said.

The District Board also approved the contract they ironed out with the District’s new manager, Peyton Brookshire, which includes a \$100,000 annual salary and use of a vehicle, as well as other employee benefits. Ming Cabrera noted that the salary was a 29 percent increase

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The board approved accepting the bid they received from Western Municipal Construction to build the chlorination water improvements needed for the Heights Water system, even though the bid was \$125,000 over the engineer’s projections.

There was discussion about the district overseeing the project itself and doing its own subcontracting.

The matter had been tabled at a previous meeting in order to negotiate late penalties with Western Municipal, which some board members thought were not adequate.

Brookshire recommended that the district accept the Western Municipal bid in order to make sure the project is done since the district could have trouble getting the subcontractors and materials in a timely manner. The project has to be done this summer because the chlorination sometimes drops below recommended levels in the winter when ratepayers use less water and it sits in the tanks.

Brookshire also said that Western Municipal would not accept increased penalties unless they could increase their bid which was not possible without throwing the whole bidding process into question. Given the escalating and unpredictable increases in costs, contractors are reluctant anymore to make any bids on projects that have penalties involved. Brookshire recommended accepting the bid as it is, commenting that Western Municipal has every incentive to complete the project as soon as possible.

The engineer's project estimate was \$299,729. JR Civil Construction submitted a bid of \$567,537. Western Municipal's bid was \$423,180.

The next meeting of the Heights Water District Board is on March 16, 6 pm, at the District offices.

Montana Code Annotated 2021

TITLE 7. LOCAL GOVERNMENT

CHAPTER 13. UTILITY SERVICES

Part 22. County Water and/or Sewer Districts

Appointment Of Administrative Personnel

7-13-2277. Appointment of administrative personnel. (1) The board of directors shall, at its first meeting or as soon thereafter as practicable, appoint by a majority vote a general manager and a secretary. A director may not be the general manager or the secretary. The board of directors may assign the district's operator, as defined in **37-42-102**, the additional duties of a general manager.

(2) The general manager and secretary must receive the compensation that the board determines, and each shall serve at the pleasure of the board.

History: En. Sec. 12, Ch. 242, L. 1957; R.C.M. 1947, 16-4512; amd. Sec. 2, Ch. 13, L. 2011.

https://leg.mt.gov/bills/mca/title_0070/chapter_0130/part_0220/section_0770/0070-0130-0220-0770.html



FELT MARTIN
PC

Laurence R. Martin Joseph A. Soueidi
Jeffery A. Hunnes Roberta A. Berkhof
Jeffrey A. Weldon Kyle A. Moen
Martin S. Smith Ryan A. Stewart
Lynsey Ross

Of Counsel:

Joel E. Guthals Kenneth S. Frazier
J. Reuss Mary E. Duncan

Date: September 8, 2021

jweldon@feltmartinlaw.com

To: Dennis Cook, President
Board of Directors
County Water District of Billings Heights

From: Jeff Weldon, General Counsel

Re: Update on Pending Matters

Thank you all again for participating in the in-service session on August 19th. I enjoyed the session and hope you found it helpful. We did not get to all of the topics, so perhaps the Board could consider holding another in-service in the next few months.

City of Billings v County Water District

As we discussed, Roberta “Bobbi” Berkhof is an experienced litigator who joined our firm this summer. She has been assigned to represent the District in this matter. She is reviewing the material provided us to date to get up to speed. She has had a productive conversation with Mr. James, the City’s counsel in this matter, and will have an update for the District soon.

Swimley Invoice

Please refer to my confidential memorandum dated August 19, 2021. Based on my review of available information, it is my opinion that the District should pay the outstanding balance.

Towe Invoice

I do not have sufficient information to make a determination as to whether this is an invoice the District is obligated to pay. I have not had a chance to discuss this matter in any detail with the Board’s legal liaisons or any other Board member.

Based on the minimal information I have gathered so far, it does not appear either the Board or anyone with apparent or actual authority from the District and/or the Board engaged that firm’s services as described on the invoice dated June 30, 2021. The amount owed according to that invoice is \$4,977.50. I can certainly investigate further, but, as we have discussed, I am always mindful of the cost of our services to a public entity like the District. That said, if the Board wishes us to do so, Kyle or I can interview Directors and others to determine to what extent the work was done on behalf of the Board or the District.

2825 3rd Ave N., Suite 100
Billings, MT 59101

406.248.7646 (office)
406.534.2002 (fax)
406.670.1439 (cell)

feltmartinlaw.com

That said, I find nothing that would strictly prohibit the Board from approving and paying the bill.

I await further direction from the Board.

By-Laws

At the Board's in-service training, we discussed referring the matter to a Board committee. I will schedule a meeting with that committee to review the draft by-laws generated by Ms. Swimley with the goal being a committee recommendation back to the Board this fall.

Board Member Serving as Board Secretary

As Kyle reported to the Board earlier, a board member is prohibited by Montana law from serving as the board's "secretary". MCA § 7-13-2277. A county water board secretary has certain specific duties defined in state law. There are also things the Board must do which would reasonably be assigned to the Board's secretary, such as submitting the minutes of meetings to the Clerk and Recorder for storage. MCA § 7-13-2350.

That said, we find nothing in the law that prohibits the Board from appointing one of its own to take minutes of the meeting. That is not a duty specifically assigned the secretary by statute. Therefore, the Board could, by motion, appoint Ms. Ellis to be the Board's "scrivener," generate minutes, submit the minutes for Board approval, and then give the approved minutes to the Board's secretary for submission to the Clerk and Recorder. It would be prudent to make clear in the motion that this does not make Ms. Ellis the Board's "secretary," as the dual-use of that phrase is where some confusion occurred before.

SUZANNE MARIE MCKETHEN
COUNTY

PAGE 4
PART 6
Item 34

Item 2.

DIRECTORS
SANDY D. REITZ, President
WYNN PIPPIN, Vice-President
DONNA DINSMORE
JAMES E. MILLER
DICK MARTIN
CLIFF JONES
JON MUESSIG



BILLINGS HEIGHTS
1540 Popelka Drive
Billings, MT 59105

DUKE NIESKENS
General Manager

Phone: 252-0539
Fax: 252-0518

December 11, 2009

Contract for Outside Services

As Secretary for the Board of Directors of the County Water District of Billings Heights, duties will consist of:

- Written minutes of each regularly scheduled Board meeting on the second Wednesday of the month and any additional scheduled special meetings.
- Transcribed minutes of the monthly meeting must be given to the District office on or before the 25th of the month. Transcription of minutes of special meetings will be due two (2) weeks after the meeting.
- If the secretary is unable to attend the Board meeting, minutes will be tape recorded and minutes will be prepared from the tape.
- Payment of \$150.00 for services rendered will be issued at the next following scheduled Board meeting.
- Either party may terminate this agreement with a minimum notification of one (1) month.

Suzanne Mckethen
Board Secretary
County Water District of Billings Heights

Sandy Reitz
Sandy Reitz, President, Board of Directors
County Water District of Billings Heights

County Water District of Billings Heights

**BOARD SECRETARY DUTIES AND EVALUATION
BOARD POLICY NO.**

Primary Objective

Aid and assist the Board, staff and public in the County Water District of Billings Heights office. Perform all assigned, implied, scheduled and unscheduled duties as required by the Board for the proper operation of the District office.

Under general supervision this position shall perform a variety of highly responsible, confidential, and complex administrative support duties for the General Manager and Board of Directors with a high degree of tact, discretion, trust, judgment and confidentiality; serve as the Clerk to the Board; provide administrative support as needed; serve as the District's Custodian of Records; and provide general information and assistance to the public.

Essential Job Functions:

The Board Secretary must:

- Possess excellent oral and written communication skills.
- Be able to understand oral and written instructions in order to perform activities defined in a variety of utility billing, payroll, and computer program manuals.
- Be bondable and capable of maintaining customer and employee confidentiality.
- Requires manual dexterity and use hands and fingers to handle and feel sufficient to operate computers and standard office machines such as fax, calculator, telephone, copiers etc.
- Have the ability to lift a reasonable amount of weight, bend, stoop, and operate a computer for extended periods of time.
- Requires sitting, standing, bending, and reaching; talk or hear, in person, in meetings and by telephone.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the Board as the needs of the job change.

Areas of Accountability and Performance:

- Manages the operations and services of the Board of Directors, including functions imposed by statutory law, Board meeting protocol, maintenance of confidential information and files, preparing and assembling Board agenda and agenda items, official

minutes, resolutions, meeting and legal notices and other related documentation and matters as required.

- Certifies the authenticity of official Board actions and prepares certified copies of such actions, as required.
- Receive and responds to a variety of requests and inquiries from District Board and staff, the public, and outside agencies.
- Schedules and arranges meetings by reserving rooms and equipment, issuing notices of meetings, and assembling materials;
- Attends and participates in meetings as needed including Board of Directors committees, regular, special, and other public meetings and records all official proceedings; accurately prepare minutes and other documents; and follows up on action items.
- Receives and reviews all agenda items to ensure that all submittals are complete and in compliance with established procedures.
- Arranges for publication of special meetings, hearings, and other documents, as needed.
- Fully aware of the operating procedures and policies of the District and administrative regulations as applicable.
- Maintains policy manuals, legal files of the District including Board agendas, Board minutes, Board resolutions/ordinances, and documents similar in nature.
- Coordinates all aspects of filling Board vacancies, either by election or appointment; maintains full responsibility for election proceedings for Board members in coordination with the Yellowstone County Elections Department.
- Perform a wide variety of duties and responsibilities with accuracy and speed under pressure of time-sensitive deadlines.
- Establish and maintain an effective and cooperative working relationship with coworkers through knowledge of work, personal and professional conduct, and good judgment.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Perform related duties as assigned or required for the ongoing operation of the District's business.
- Contact customers regarding delinquent accounts, or unusual meter readings.
- Coordinate collection of delinquent accounts.
- Execute daily computer system data backups and website maintenance.
- Answers, screens, and refers telephone calls from customers and Board of Directors, providing information and handling issues that may require sensitivity and the use of sound independent judgment; responds to requests for information and complaints and refers requests or complaints to appropriate staff;
- Utilize proper tact and diplomacy when dealing with District business.
- Maintain effective communication with other employees, District customers and suppliers, and the Board.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities;
- Observes safe work practices and safety methods; performs other duties as assigned.

Education, Training and Experience Requirements: - Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. Possession of a Notary Public commission from the State of Montana is desirable.

Knowledge of:

- District operations, procedures, policies, precedents, rules and regulations.
- Record retention procedures.
- Pertinent State, and local laws, codes and regulations for Special Districts,
- Agenda preparation and distribution requirements.
- Modern office practices, procedures, and computer equipment/software.
- Adobe Acrobat for professional document finishing, indexing and compilation.
- Principles and practices of effective customer service.
- Microsoft Office Suite programs for word processing and spreadsheets.
- Standard business practices such as letter writing, report writing, preparing informational materials in visual formats.
- English language usage, spelling, grammar, and punctuation.

Ability to:

- Perform a variety of complex administrative and analytical support work involving the use of sound independent judgment and personal initiative with exceptional organization skills for the General Manager, Board of Directors, and District staff.
- Interpret and apply administrative and District policies, procedures, laws and regulations.
- Understand the organization and operation of the District and of outside agencies as necessary to assume assigned responsibilities.
- Compile and prepare routine reports.
- Maintain confidential data and information for appropriate personnel.
- Independently prepare correspondence and memorandums.
- Successfully adapt to changing workload and task assignments.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Plan, coordinate, and organize work to meet deadlines with accuracy, thoroughness, and attention to detail.
- Work independently and prioritize multiple tasks often under time constraints and with limited or no supervision.
- Read, understand and carry out written and oral directions in a clear, concise, and consistent manner.
- Operate a variety of automated office machines typical of a work environment such as a multi-function printer/copier/scanner machine, and fax machine.
- Operate a computer for the effective operation of the Department including word processing, database, spreadsheet, presentations, email, Internet and an integrated accounting software package.
- Communicate clearly and concisely both orally and in writing with District staff, coworkers, consultants, the Board and the public in one-to-one and group settings.

Evaluation of the Board Secretary

At least annually, at or near the employment anniversary date of the Board Secretary, the Board will meet in executive session for the purpose of evaluating the performance of the Board Secretary.

The Board will summarize the results of their individual evaluations and arrive at a consensus as to the overall performance of the Board Secretary. The results of the evaluation will be communicated to the Board Secretary.

The Board President shall ensure that the provisions of this policy are followed.

Adopted:
Revised:
Reference: CWBDH Policy
Review Date:

Attest: /s/ _____
Board President

Attest: /s/ _____
Secretary

System Name	Serviced Connections	Population	Staff
Big Sky Co. W/S Dist. (406) 995-2660	2214	4132	General Manager, 2 office, 2 sewer, 3 water, 1 “gofer” —mow lawn, shovel walk, run errands, etc Income 2021 \$9,296,346
Bigfork Co. W/S Dist. (406) 837-4566	1439	5035	7 employees (3 ofc; 4 operators) General Mgr, PT clerk, finance Complex wastewater treatment plant as well as 16 lift stations to maintain. We do not treat our water, but we have four storage tanks and three booster stations besides the main well house. Our operators certify in both water and wastewater. Two of us have both certifications. Two have water and are studying for wastewater. Planning to hire one more operator Income 2020 \$2,177,974
Co. Water Dist. of Billings Heights	5903	12000	General Mgr, Asst Manager, 2 office, 5 water Income 2020 \$4,545,595
Flathead Co. W/S don't treat wastewater, just collect and pump to Kalispell. Produce water 406-257-5861.	3489	5500	General Mgr, Asst Mgr, Clerk, Financial 2 days per week, 5 field staff Cindy Murray Income 2021 \$2,847,342
Lockwood W/S Dist. (406) 259-4120	1987	5900	6 staff—GM, Asst Mgr, clerk/bookkeeper, 3 service technicians Asst Mgr in both field and ofc.; GM goes out for something major Income 2021 \$3,950,312



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting Minutes

February 16, 2022 at 6:00 PM

Board Room, County Water District of Billings Heights 1540 Popelka Dr.

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; please request an agenda from the Board Recording Secretary Pam Ellis, pamelliscwdbh@gmail.com and are available at <https://www.yellowstonecountynews.com/county-water-district-of-billings-heights/> and <https://heightswaterdistrict.com/agendas-and-minutes/>. Supplemental documents provided to the Board and referenced in the agenda may be obtained from Board Recording Secretary Pam Ellis, pamelliscwdbh@gmail.com

Join Zoom Meeting

<https://us02web.zoom.us/j/87905659529?pwd=WUFTSmVsdbDBDcGRIUTROUzM4Z2N0UT09>

- Meeting ID: 879 0565 9529 Passcode: 862715
- One tap mobile
- +13462487799,,87905659529#,,,,*862715# US (Houston)
- +16699009128,,87905659529#,,,,*862715# US (San Jose)

CALL MEETING TO ORDER: President Vice President David Graves

WELCOME AND INTRODUCTIONS

BOARD MEMBERS PRESENT: IN PERSON David Graves, Pam Ellis ON ZOOM Ming Cabrera, Dennis Cook, Laura Drager, Jeff Engel, Brandon Hurst

STAFF PRESENT: Larry Brewster, Peyton Brookshire, Josh Simpson and Dianne Crees

PRESENTERS: Andrew Rheem, Raftelis and Lowell Crenshaw (Interstate Engineering)

GUESTS: Frank Ewalt, Tom Zurbuchen, Butch Bailey, Mike Macki

VICE PRESIDENT'S REMARKS: David Graves

During the course of the meeting the Public may be heard before a vote is cast by the Board. The President will acknowledge the Public once the motion has been made and discussed by Board for their input. The President will recognize speakers who raise their hand. Once recognized, the speaker should move to the side of the board table so comments can be heard, identify themselves by name, and limit their comments to two minutes. Each speaker will have one opportunity to speak on any agenda item.

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items

A. Any member of the Public may be heard on any subject that is not on the Agenda

TOM ZURBUCHEN The Interim Legislative Committee was told in November that Pam Ellis and Jeff Engel were illegally appointed; this board should remove them immediately. He wanted the supplemental documents for the agenda and complained.

BUTCH BAILEY referenced Ed Kemmick's article (2014?) and referenced the volume of water stored

B. The board will not take action on these items at this time but may choose to add an item to the next meeting’s Agenda for discussion.

CONSENT AGENDA

1. Minutes of the January 19, 2022 Meeting
2. Minutes of the Special Meeting February 2, 2022
3. January Prepaid bills for approval
4. January Bills for Approval
5. January Bank Statements: First Interstate Bank
6. Profit and Loss Statement – January 2021 to January 2022

Recommended Motion Laura Drager moved to approve the consent agenda. Seconded by Jeff Engel. Approved unanimously.

MANAGER REPORTS - LARRY BREWSTER (Interim) and Peyton Brookshire (Assistant General Manager)

7. RAFTELIS UPDATE (see email from Jennifer Duray dated Jan 24, 2022, pp 7-8); see powerpoint presentation emailed by Peyton to the Board on February 16, 2022 (pp 9-20)

We see the following as the potential path(s) forward.

- i. Accept the explanation and the proposed FY 2023 rates to be effective July 1, 2022 increasing volume rates by 31.0%
- ii. Detail differences based on our view of the application of the contract between the District and the City and quantify and calculate the impact of these differences to the resulting rate proposed by the City.
- iii. Start the process to initiate the arbitration clause of the contract anticipating that the two parties will not be able to agree upon the rates.
- iv. a. We'll want to get started with item #2 first as any differences will be the subject of the arbitration

NOTE: Jennifer Duray told the legal committee on Monday, February 7 that the rate increase would probably not occur in FY23. The projected increase would be higher than 30.6% based on completion of additional infrastructure. Laura attended the same meeting and heard Jennifer’s statement. The rate increase the District will be charged is not known and the rate increase for July 2022 is off the table.

Interstate Engineering	10/18/2021	\$2,771.00	Project support to Raftelis for Rate Study & NW Transmission Modeling
Interstate Engineering	9/23/2021	\$2,440.50	Project support to Raftelis for Rate Study & NW Transmission Modeling
Raftelis	10/11/2021	\$10,332.50	
Raftelis	12/9/2021	\$1,140.00	Billings to date
Raftelis	1/8/2022	\$8,830.70	
TOTAL		\$25,514.70	

1/8/2020 Amount remaining -contract \$28,841.80

Laura Drager moved to table action until we have a written response from the City of Billings. Seconded by Pam Ellis. Seconded by Pam Ellis.

Frank Ewalt responded to a question from Pam Ellis. There are multiple things coming into play. They city has applied for grant money, costs have increased beyond projections.

The motion was approved unanimously.

8. CONTRACT FOR BUILDING CHLORINATION PLANT FOR OX BOW RESERVOIR (see separate document, Bid Evaluation – Recommendation of Award Water System Improvements Project: Water Storage Tank Mixers and OxBow Water Storage Tank Chlorine Sampler/Analyzer/Injector i.e. #Y21-00-018.01

Larry Brewster had a conversation with the engineers their feeling is that because this level of penalty was provided in the bid that they should remain, they say because of the unpredictability of the cost of materials company’s are reluctant ‘to even bid on projects with penalties, If we go out for bid again we may not even get two bids and the cost may be higher as we get closer to construction season, just the cost to do it again is a motivator to accept.

Laura Drager made the motion: having conducted a public hearing, considered written and spoken public testimony, and the recommendation from Interstate Engineering based on prior experience with Western Municipal Construction, and most recently with Western’s work on the District’s Rawhide Transmission Main project, I move that the District award the construction contract to Western Municipal Construction, Inc. in the amount of \$423,180.00 for the project and authorize President Ming Cabrera to sign Resolution 004-22 and the Notice of Award. (see page 21)

Seconded by Jeff Engel.

DISCUSSION Laura Drager commented that the board was not informed that the amount for liquidated damages was part of the original bid package and the rationale for the low amount. She felt it would be in appropriate to change the amount of liquidated damages at this point.

Peyton Brookshire recommended approval of the contract to Western Municipal. Lowell Crenshaw commented that there are very few available contractors due to the amount of work available; most are committed through the fall of 2023.

Butch Bailey commented that he could not hear the speakers on zoom.

The motion was passed unanimously.

9. BILLING DOCUMENT SPECIALISTS BDS@BILLINGSDOC.COM

DATE	BILLING	EMAIL	DO NOT MAIL
1/28/2022	5989	102	289

10. BILLINGS HEIGHTS WATER SERVER REPLACEMENT

Prepared by: Prepared for: Quote Information:

Billings - Systems Billings Heights Water District Quote #: 003996

Thad McGrail 1540 Popelka Dr Version: 2

406.237.1211 Billings, MT 59105 Delivery Date: 02/10/2022

tmcgrail@getsystems.net (see pages 22-26)

BACKGROUND: Peyton Brookshire said the District’s server is out of warranty. The new server will have expansion slots. Morrison-Maierie will transfer the data after hours and on the week-ends so there is no interruption to the work of the District.

Laura Drager made the motion: having conducted a public hearing, considered written and spoken public testimony, and the recommendation from Thad McGrail, Systems Technology Consultant, I move that the District accept the quote for \$11,090.00 and to direct the President to sign Resolution #005-22. Seconded by Pam Ellis. The motion was approved unanimously.

11. CONTRACT FOR GENERAL MANAGER (pp. 27-33)

Laura Drager having conducted a public hearing, considered written and spoken public testimony, I move to approve the contract with Peyton Brookshire as General Manager and direct that Ming Cabrera and Attorney Mark Noennig sign the contract on behalf of the Board. Seconded by Jeff Engel.

DISCUSSION Ming Cabrera mentioned a goal of having the General Manager more involved in the community and willing to talk to the community groups. Peyton’s contract reflects a 29% increase in his salary.

The contract was approved unanimously.

FINANCE COMMITTEE REPORT: Pam Ellis (as requested by Laura Drager)

12. Treasurer’s Summary Report as of January 31, 2022: Finance Committee, Laura Drager

County Water District Billings Heights Treasurer's Summary Report as of 31 Jan 22		31-Oct-21	30-Nov-21	31-Dec-21	31-Jan-22
Meters					
Previous total meter count		5,917	5884	5881	5881
Residential		5,455	5436	5481	5040
Commercial		429	401	400	399
New Residential		4	9	5	4
Total # Meters		5,884		5881	5439
	*Irrigation meters offline				
Checking					
FIB Gross Income Account		\$1,176,986.93	\$1,276,204.33	\$1,003,872.97	\$952,485.57

FIB Operational & Maintenance	\$28,604.91	\$38,498.06	\$33,902.05	\$42,232.02
FIB Payroll Account	\$24,414.15	\$4,480.16	\$3,312.29	\$3,918.96
Total Checking	\$1,230,005.99	\$1,319,182.55	\$1,041,087.31	\$998,636.55
Investments				
Stifel - Cash & Equivalent	\$1,153,146.99	\$1,410,231.76	\$3,458,578.84	
Stifel - Fixed Income CD's	\$7,747,956.58	\$7,481,322.97	\$5,431,037.86	\$7,486,465.78
DA Davidson				\$500,000.00
RBC Wealth Management				\$900,000.00
Total Stifel Investments	\$8,901,103.57	\$8,891,554.73	\$8,889,616.70	\$8,886,465.78
First Interstate Bank Savings	\$250,926.03	\$250,929.02	\$250,933.54	\$250,935.48
Yellowstone Bank	\$205,267.50	\$205,267.50	\$205,267.50	\$205,267.50
Total Investments	\$9,106,371.07	\$9,096,822.23	\$9,094,884.20	\$9,091,733.28
Total Cash Position	\$10,336,377.06	\$10,416,004.78	\$10,135,971.51	\$10,090,369.83

14. AZ Audit Update

Sarah Meade, CPA, Supervisor sent an email on February 9, 2022 stating that “staff just gave her documentation this week to test AR, so I’m working to get that finished. I need to review 2 sections of Wes’s workpapers, and then I can start drafting. I can work to have a draft to you ASAP, maybe by Friday morning if that works?”

Stefeni Frees’ email on February 9 stated, “Per Sarah’s email below, the staff at the District just got her the last items to test A/R. She is trying to finish that up and then work on the draft report, but sounds like she won’t be done until Friday and then I have to review it, so we won’t be ready on Friday. I can possibly have a draft to you Monday if the review is clean and I don’t find things in my review of Sarah’s work. I apologize, but I think we are going to have to do the March board meeting. Can you tell me when that is so I can put it on my calendar? Also, we will cover any late fees on the DOA submission.”

BYLAWS AND GOVERNANCE COMMITTEE: Pam Ellis

15. WEBSITE UPDATE: The first pass of your standard site mockup is complete. The mockup has an interactive interface with some rollover behavior to show colors that are not displayed without it. Specifically, the Upcoming Events (has rollover and on click will show a list of dates), the first menu item has a rollover drop down, and the row of buttons has a hover effect. At the bottom, there is a way to click to get to the subpage mockup. You can also comment on the design in the bar to the right.

The links and buttons on the mockup are placeholders. Mary Joy will address those in the build phase of the project. For the design, we are just asking that you review the color and logo/name layout and give feedback for changes or approve the design as is.

<https://xd.adobe.com/view/7ea94a5c-e096-4a2b-b1d6-64c2cd959b53-2bfa/>

Pam submitted comments for revision. Board members and staff are welcome to provide feedback. Please let Pam know if you want to see all the updates.

The minutes, available agendas, audits and policies have been uploaded for Municode. There is an online meeting with Municode for the Board Management software. The software will make it much easier to prepare agendas and each individual will be responsible to upload. We need to get pdf copies of the Resolutions uploaded.

The minutes will be searchable by topic rather than have to read through 6-8 years of minutes. Suzie McKethen is copying the Resolutions so they can be uploaded.

Initial Training for the Board management software is 7 ½ hours over multiple sessions. The company provides written directions as well as videos of the training. Please let Pam know if you want to participate in the training.

LEGAL COMMITTEE: Pam Ellis, David Graves, Laura Drager

The committee and Larry Brewster met with Mark Noennig and Justin Stark on December 22. The committee met with Chris Kukulski, Debi Meling, Gina Dahl and Jennifer Duray with Mark Noenning on February 7, 2022. Doug James drafted an initial settlement agreement; Mark Noennig suggested edits.

Bud Bailey asked why the District was discussing the contract with the City. The contract requires review and it also required by Universal Commercial Code. The contract does not exist in perpetuity.

SAFETY BOARD REPORT: Jeff Engel (from the December 15, 2021 agenda)

Jeff Engel sent the Board via email a reference to a book related to the Safety Committee. Jeff hadn't reviewed and discussed with Clay McCaffree when he filed his report for the November Board mtg. The field manual is a standard book for utilities and contains 52 weekly subjects for safety meetings. Exceptions to this order of events would be any specific subject matter that may come about as a result of a specific daily activity or emergency. Possibly office staff could make copies so all can see some of the safety meeting procedures currently in place by field staff.

- Let's Talk Safety: A Series of 52 Talks on Common Utility Safety Practices 2009 AAWA
- Week 49: Hypothermia A Winter Safety Hazard, p 113

Jeff Engel said Peyton Brookshire has a file in his office of serious safety incidents that are documented for review. Peyton noted that each time the District digs, they have a complete write up

ANNOUNCEMENTS Wednesday, March 16th, 6:00 pm March Board Meeting

ITEMS TO BE CONSIDERED AT FUTURE BOARD MEETINGS

Note: No action can be taken on items that were not on the agenda.

- 2021 Audit with Stefani Frees
- Board Secretary position
- A resolution that has to be filed with the Secretary of State

PUBLIC COMMENTS: Frank Ewalt asked the Board to meet in person and sit at the table. There was multiple comments during the meeting about the public's lack of ability to hear the speakers from Zoom. Peyton Brookshire will purchase a television, speaker, and microphone for use in zoom meetings and trainings.

ADJOURN Laura made a motion to adjourn @ 7:41 pm. Seconded by Dennis Cook. Approved unanimously.

Attest: /s/_____

Board President, Ming Cabrera

Attest: /s/_____

Recording Secretary, Pam Ellis

From: Duray, Jennifer

Sent: Monday, January 24, 2022 9:41 AM

To: Andrew Rheem <arheem@raftelis.com>

Cc: Harold Smith <hsmith@raftelis.com>; larry05@bresnan.net

Subject: RE: City of Billings FY 2022 and FY 2023 Water Rate Study Report Review - Data and Clarification Questions

1. Please confirm if 18 million gallons per day (MGD) is the ultimate size of the new water treatment plant or if there are future expansions from 18 MGD. If 18 MGD is not the ultimate design capacity, are there initial capital expenses included related to a larger future capacity? If so, please provide the portion of the total costs associated with a larger future footprint.

18MGD is the current design size of the new plant. In the future, we plan to expand it to 36MGD, but we are not constructing any part of a future expansion now due to lack of funding.

2. Based on the City's response #3 and the draft master plan information, it appears that the City plans to combine pressure zones 2 and 2E into a single pressure zone with completion of capital improvements to interconnect and provide additional capacity and redundancy. Please confirm the City's plans for these two pressure zones and the timing of capital improvements necessary to combine these two pressure zones as it appears to be scheduled to be completed in FY 202223.

Please see previous response dated November 20, 2021. The City has no updated information.

3. Based on the revised schedule for construction completion, please confirm the dates below:

- a. Pipeline to be completed in March 2023
- b. Intake & Pump Station to be completed in May 2023
- c. New water treatment plant to be completed in June 2023
- d. Reservoir to be completed in June 2024

Please see previous response dated November 20, 2021. The City has no updated information.

4. Please summarize the portion of the individual capital projects the City has submitted for potential grant funding including the amount of grant funding requested of the total project, the grants applied for and the anticipated timeline for award. If the City is awarded grant funding, how will this funding be incorporated within the rate analysis and water rate assessed to the District?

Please see information regarding grants in in previous response dated November 20, 2021. Any grants received will be incorporated into the rate analysis as per the contract and the AWWA M1 Manual.

5. Is the City planning to update the FY 2022-23 rates for Billing Heights based on the revised project schedule for the major facilities, value engineering and revised capital costs and capital funding sources? If so, please detail the schedule for this update and when information regarding the updated rates will be provided to Billing Heights for review?

Please see previous response dated November 20, 2021. The City does not have an updated timeline yet.

Good afternoon Larry,

I hope you are doing well. We received and have reviewed the response from the City yesterday to the follow up questions submitted on December 15, 2021 as also included / provided in your email below. We're happy to discuss the initial responses received on November 20, 2021 and/or responses to the follow up questions received yesterday since many of these reference the original responses and additional information provided by the City in November 2021.

We see the following as the potential path(s) forward.

1. Accept the explanation and the proposed FY 2023 rates to be effective July 1, 2022 increasing volume rates by 31.0%
2. Detail differences based on our view of the application of the contract between the District and the City and quantify and calculate the impact of these differences to the resulting rate proposed by the City.
3. Start the process to initiate the arbitration clause of the contract anticipating that the two parties will not be able to agree upon the rates.
 - a. We'll want to get started with item #2 first as any differences will be the subject of the arbitration

Relative to paths #2 and/or #3, a few additional things to highlight.

- The parties can agree upon something as the process moves forward, so if we head on path 2, the District and City certainly can "stop" things and/or come to an agreement along the way. ● Step 2 will involve effectively reverse engineering much of the CitVs March 31, 2021 report and the proposed FY 2023 rate as the starting point. We've reviewed and evaluated the report and findings but stopped short of rebuilding their analysis.
 - We'll also review the updated multi-year capital improvement plan and schedule for projects based on the more recent schedule as referenced in the November 20, 2021 responses and link to the FY 22 through FY 26 CIP or more recent document if available. We'll review the implications for rate setting of the revised cost, timing, and/or schedule based on the information that is available to us.
 - Note that we may be reviewing a moving target as based on responses from the City provide on November 20, 2021 (response #4 and #4F), the timing, costs, and/or schedule for the major capital facilities may be different than projected within the March 31, 2021 rate report. Some of these differences could increase the proposed rate (e.g., CIP project is higher than anticipated) while others could decrease the rate (e.g., project is scheduled to be constructed later and excluded from the FY 2023 rate) with the end result blending all together.
 - a As part of the November 20, 2021 response the City indicated "...Thus, if the schedule changes from above, we would revise the FY 23 rates for HWD. We are currently value engineering the project in an attempt to reduce costs because our estimates are much higher than budgeted with the inflationary that we are seeing. Thus it is quite possible that the schedule changes. We will have an updated schedule in the next 2-3 months."
 - These things typically take longer than anticipated, but we're just within the 2 to 3 months from the date of that response.

We would like to make sure we are clear on the direction the District would to follow as paths 2 and 3 will result in a material amount of time to complete and we don't want the District staff and/or Board to be surprised. Additionally, if we are heading towards arbitration, we recommend that the District engage an attorney and legal team to provide legal guidance regarding the arbitration process as is commonly followed in these types of disputes,

Harold and I are happy to set up a meeting to the discuss the above and/or the two sets of City responses and additional information. Thanks! Andrew

Billings Heights Water District

City Rate Review- Board Update and Direction Req

February 16, 2022

Presented by Andrew Rheem



City Rate Review Update and Next Steps

- Raftelis Rate Review Process Update
- District Fiscal Year (FY) 2019-20 and FY 2020-21 Revenues and Expenses
- Rate Setting Methodology Overview
- FY 2023 Rates and Revenue Requirements
 - › April 2021 Rate Study
 - › Changes Based on Changes to CIP
- Direction / Next Steps
 - › Path(s) Forward and Board Direction

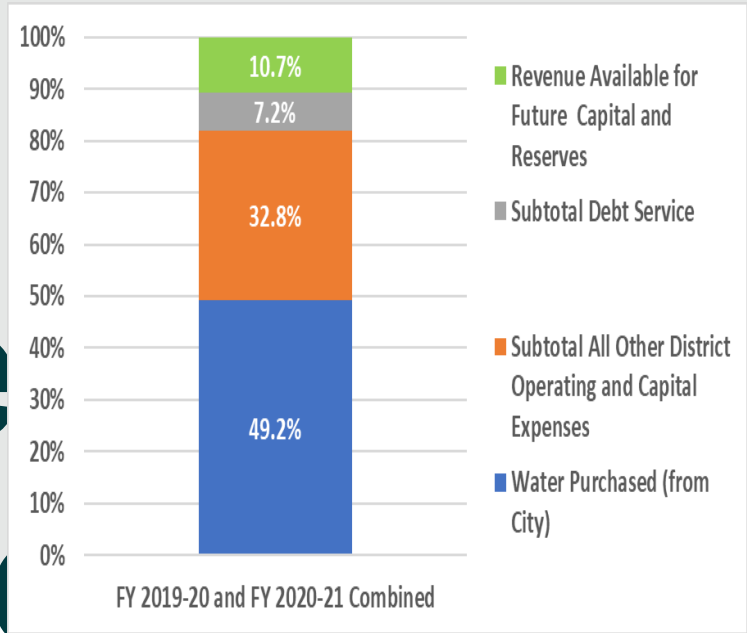
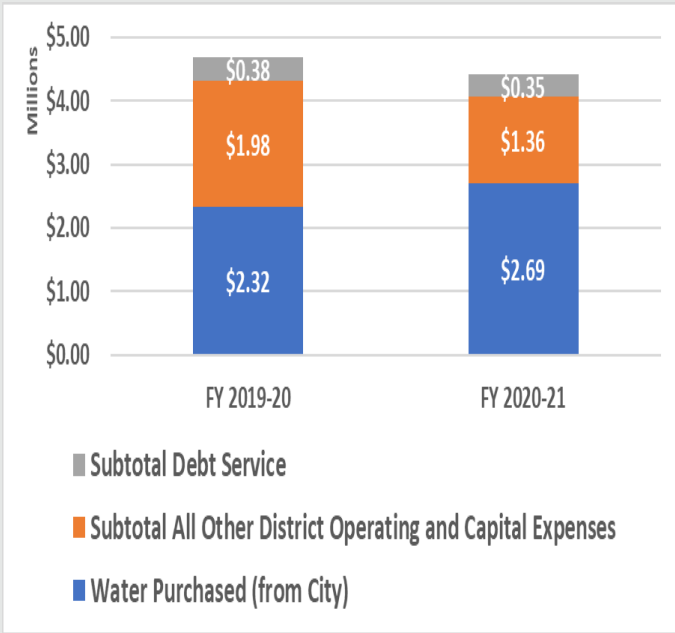
Raftelis Rate Review Process Update

- Submitted questions to the City regarding the water rates anticipated to be effective July 1, 2022
 - › 31.7% planned increase of \$0.89 per 1,000 gallons to be effective July 1, 2022
- City responded and provided additional information and data in November 2021
 - › Potential changes to timing and cost of major facilities included within City responses that may be better known in 2 to 3 months
- Submitted additional questions to the City in December
 - › City provided responses and largely referenced November 2021 responses to follow up questions
- Confirm potential path and direction moving forward

FY 2019-20 and FY 2020 -21

District Revenues and Expenses

- FY 2019-20 User Charge Revenues \$4.1M, Total Revenues \$4.5M



- FY 2020-21 User Charge Revenues \$4.9M, Total Revenues \$5.7M

Rate Setting Terms

- O&M Expenses: Recurring costs to operate the system
 - › Examples include personnel, chemicals, power, maintenance
- Cash Funded Capital or “Paygo” Capital: Funding capital facilities with reserves and current period revenues
- Debt Service: Amortized payments from previous financed capital improvements
- Depreciation: Annual decline in value of capital facility based on accounting useful life
- Rate Base: Current accounting value of a capital facility
 - › Decreases annually with depreciation
 - › Increases annually as capital facilities are constructed and placed into service
 - › Excludes contributed facilities (e.g., grant funded capital)
- Return on Rate Base: Fair return applied to rate base
 - › Return on investment. Rate based on weighted average cost of debt and equity for “owner” utility

Rate Setting – Two Approaches

- Cash Needs or Cash Basis
 - › Used primarily by municipal utilities
 - › Based on cash budget or cash needs
 - › Capital based on forward-looking requirements
- Utility Approach or Utility Basis
 - › Used primarily by private utilities
 - › Also used by municipal utilities
 - Contract or wholesale customers
 - › Capital based on constructed or completed facilities
- City of Billings
 - › Uses the Cash Needs to Set Retail Rates or “Owners”
 - › Uses Utility Approach to Set District and other “NonOwner” Rates

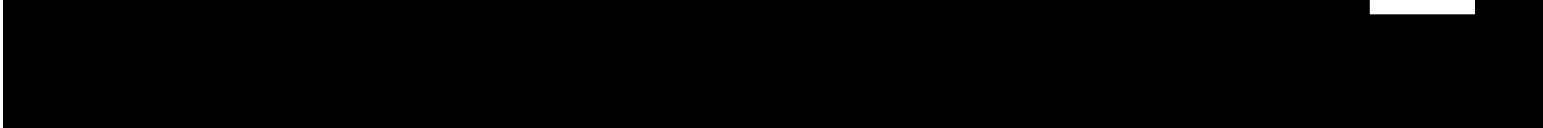
Expense Types Included Under Each Approach

Expense Type	Cash Needs	Utility Approach
Capital Expenses		
Annual Debt Service	Yes	No
Return on Rate Base	No	Yes (1)

(1) District does not participate in O&M and capital costs for facilities that are not part of the contract services provided. For example, O&M and capital costs associated with small main water distribution system are excluded.

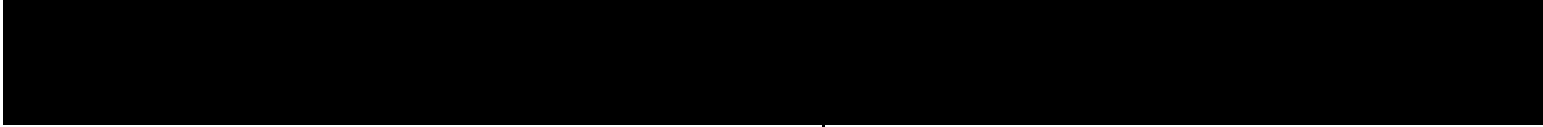
Example of Expense Components Under Each Approach

Cash Needs	Utility Approach
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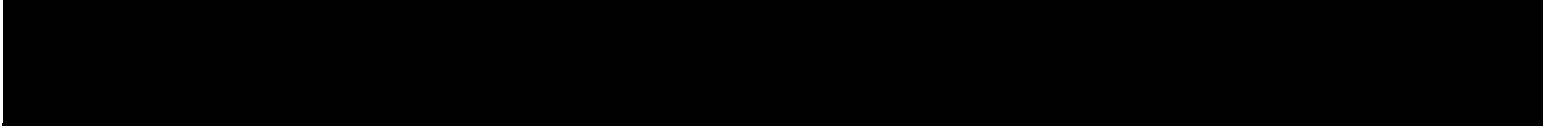
Plus: Debt Service

Plus: Depreciation (1)



Less Other Non-Rate Revenue

Less Other Non-Rate Revenue



(1) District does not participate in O&M and capital costs for facilities that are not part of the contract services provided. For example, O&M and capital costs associated with small main water distribution system are excluded.

Three Major Planned Facilities Driving District Rate Increases

Facility	Cost Estimate in Rate Study	March 2021 Rate Study	Nov. 2021 City Estimate
West End Treatment	\$57M	FY 2022	FY 2023

Total

\$114M

District Revenue Requirements and City FY 2022 and FY 2023 Volume Rates (1)

Facility	FY 2022	FY 2023	Change
Capital (2)	<u>1,354,606</u>	<u>2,196,192</u>	<u>841,586</u>
Volume Sales	<u>938,998</u>	<u>955,900</u>	<u>16,902</u>

(1) Source: Table 5.5 of March 31, 2021 City of Billings Rate Report.

(2) Includes annual depreciation and return on rate base following completion of major capital facilities.

Next Steps and Direction



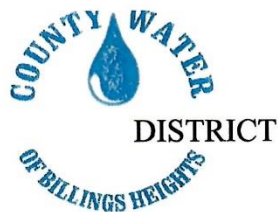
Paths Forward

1. Accept the proposed City rates increasing volume rates by 31.7% July 1, 2022
2. Detail differences based on our review of the application of the contract and rate setting practices
 - A. Start with March 2021 Rate Report FY 2023 findings
 - B. Adjust FY 2023 based on more recent public information
 - C. Very time consuming and we may receive updated rate calculations from City part way
3. Start process initiate the arbitration clause of the contract with the City anticipating that the two parties will not be able to agree upon rates
 - A. City and District may agree upon equitable rates at any time before the arbitration process is formally started
4. Retain legal counsel to provide guidance regarding the arbitration process

Direction from Board

Requesting Yes or No to the Following Four Questions:

1. Accept the proposed City rates increasing volume rates by 31.7% effective July 1, 2022?
2. Direct Raftelis and District staff to evaluate and adjust proposed July 1, 2022 rates applying the contract and accepted rate setting practices?
3. Direct Raftelis and District staff to initiate the arbitration clause of the contract?
4. Direct Raftelis and District staff to retain legal counsel to provide guidance regarding the arbitration process?



Resolution 004-22 to Authorize a contract with Western Municipal Construction \$423,180.00 for Water System Improvements Project: Water Storage Tank Mixers and Ox Bow Water Storage Tank Chlorine Sampler/Analyzer/Injector

WHEREAS, the County Water District of Billings Height Board consider written and spoken testimony at a meeting of the County Water District of Billings Heights Water Board on February 16, 2022,

The Board authorized signing the Notice of Award to Western Municipal Construction

That, the Vice-resident of the County Water District of Billings Heights, sign the resolution and the Notice of Award on behalf of the board and President Ming Cabrera.

Signed: 
David Graves, Vice-President (on behalf of President Ming Cabrera)

Date: February 16, 2022

Attested: 
Pam Ellis, Recording Secretary

Phone:

406.237.1212

Email:

tmcgrail@getsystems.net

Web:

www.getsystems.net

Item 3.

We have prepared a quote for you

Billings Heights Water Server Replacement

Quote # 003996

Version 2

Prepared for:

Billings Heights Water District

Peyton Brookshire

peyton@heightswaterdistrict.com

Statement of Work

Replace their current server. Migrate Data to new server. Install and setup QuickBooks on new server.

Hardware		Price	Qty	Ext. Price
Miscellaneous Hardware	Dell PowerEdge T150 Trusted Platform Module Trusted Platform Module 2.0 V3 Chassis Configuration 3.5" Chassis with up to 4 Hard Drives (SAS/SATA), 400W Power Supply Processor Intel® Xeon® E-2336 2.9GHz, 12M Cache, 6C/12T, Turbo (65W), 3200 MT/s Processor Thermal Configuration Heatsink for 80W or less CPU Memory Configuration Type Performance Optimized Memory DIMM Type and Speed 3200MT/s UDIMM Memory Capacity (2) 16GB UDIMM, 3200MT/s, ECC C4, RAID 5 for 3 or more HDDs or RAID Configuration SSDs (Matching Type/Speed/Capacity) RAID/Internal Storage Controllers PERC H755 Controller Adapter Full Height Hard Drives (3) 480GB SSD SATA, Mixed Use, ISE 6Gbps 512e 2.5in w/3.5in Brkt AG, Cabled	\$8,208.00	1	\$8,208.00
Miscellaneous Hardware	APC 1000VA Smart UPS with SmartConnect, SMC1000C Sinewave UPS Battery Backup, AVR, 120V, Line Interactive Uninterruptible Power Supply Black Miscellaneous	\$382.00	1	\$382.00

Hardware	Price	Qty	Ext. Price
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Item 3.

			Subtotal	\$8,590.00
Estimated Labor		Price	Qty	Ext. Price
Service - Managed Services Client	Service - Discounted Managed Services Labor to setup and install server Recurring Service	\$125.00	20	\$2,500.00
			Subtotal	\$2,500.00

Billings Heights Water Server Replacement



Prepared by:
Billings - Systems
Thad McGrail
406.237.1211
tmcgrail@getsystems.net

Prepared for:
Billings Heights Water District
1540 Popelka Dr
Billings, MT 59105
Peyton Brookshire
(406) 252-0539
peyton@heightswaterdistrict.com

Quote Information:
Quote #: 003996
Version: 2
Delivery Date: 02/10/2022
Expiration Date: 03/01/2022

Quote Summary

Description	Amount
Hardware	\$8,590.00
Estimated Labor	\$2,500.00
Total:	\$11,090.00

Payment Options


Description	Payments	Interval	Amount
Term Options			
Acceptance of Quote	1	One-Time	\$11,090.00

Unless noted above:

- * The cost of installation, maintenance, freight, travel and insurance are not included.
- * Travel Expenses (i.e. Meals, Lodging, etc.) will be passed on to the client.
- * Unit prices will govern over extended prices.
- * Morrison-Maierle Systems Corp. reserves the right to charge a 25% restocking fee on all returned or cancelled equipment.
- * Prices are subject to change without notice.

By entering my initials below, I am confirming I am in fact the signor and authorizing party. I have read and agree to the services, equipment, and supplies provided in this Quote. My initials are to serve as my signature in accordance with the Date, Time, and IP Address stamps digitally documented below.

Billings - Systems

Signature: 

Name: Thad McGrail

Title: Account Manager

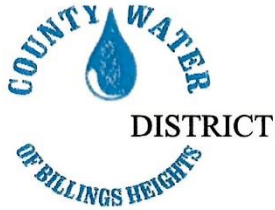
Date: 02/10/2022

Billings Heights Water District

Signature: _____

Name: Peyton Brookshire

Date: _____

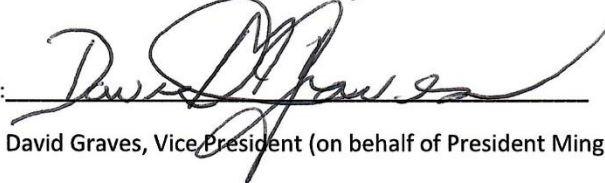


Resolution 005-22 to Authorize a contract with Morrison-Maierle Systems Corp for hardware and labor for Billings Heights Water Server Replacement at a cost of \$11,090.00.

WHEREAS, the County Water District of Billings Height Board consider written and spoken testimony at a meeting of the County Water District of Billings Heights Water Board on February 16, 2022,

The Board authorized signing the contract to replace the Billings Heights Water Server Replacement at a cost of \$11,090.00.

That, the Vice-resident of the County Water District of Billings Heights, sign the resolution and the contract on behalf of the board and President Ming Cabrera.

Signed: 
David Graves, Vice President (on behalf of President Ming Cabrera)

Date: February 16, 2022

Attested: 
Pam Ellis, Recording Secretary

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
EMPLOYMENT AGREEMENT –GENERAL MANAGER

This Employment Agreement (herein, "Agreement") is made and entered into as of the ___ day of February, 2022 by and between COUNTY WATER DISTRICT OF BILLINGS HEIGHTS (hereinafter, the "District") and PEYTON BROOKSHIRE (hereinafter, "Employee").

District and Employee are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, District wishes to engage the services of Employee as the General Manager of the District and to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement;

WHEREAS, Employee represents and warrants that he has the skill and ability to serve in such position and wishes to accept such employment on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals (which are hereby incorporated by reference into this Agreement) the mutual covenants herein contained, and other good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION I . EMPLOYMENT.

A. The District hereby offers and the Employee hereby accepts the position of General Manager of the District. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified in Exhibit A, and such legally permissible further duties and functions as shall, from time to time, be assigned by the Board of Directors of the District.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements, Employee agrees to perform such services to the best of his ability, in an efficient and competent manner. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full-time position.

SECTION 2 DUTIES AND OBLIGATIONS OF EMPLOYEE

A. Employee shall serve as the General Manager of the County Water District of Billings Heights. In his capacity as General Manager, Employee shall be the Chief Executive Officer of the District. Employee shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of District, including hiring and firing of all employees other than the officers of District, subject at all times to the policies set by District's Board of Directors, and to the Rules, Regulations, Policies, and Ordinances of the District, and in conformance with State and Federal laws.

SECTION 2. TERM

A. This Agreement shall be effective as of February 17, 2022 (the "Anniversary Date"). The term is open ended.

SECTION 3. TERMINATION AND SEVERANCE PAY.

A. This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity, or upon termination by the District with good cause as provided below.

B. The Board may terminate this Agreement upon good cause shown and approved by vote of the Board.

C. The Employee may terminate this Agreement upon written notice to the Board and shall remain employed until a successor is named or it is terminated as provided above.

SECTION 4. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of \$100,000 per year, paid bi-weekly pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

SECTION 5. BENEFITS

In addition to the compensation set forth in Section 4 the Employee shall be entitled to the following benefits:

- A. Job-Related Expense Reimbursement. The District will pay the Employee's business expenses incurred in connection with District business. Employee shall provide an itemized account of expenditures pursuant to District policy.

- B. Technical Equipment. Upon commencement of employment, the District shall provide the Employee with a cell phone, safety equipment and clothing necessary for compliance with safety regulations, and such technical equipment as may be necessary for the performance of his duties.

- C. Automobile Allowance. The Employee agrees to use the district owned vehicle purchased for use by the General Manager.

B. Technical Equipment. Upon commencement of employment, the District shall provide the Employee with a cell phone, safety equipment and clothing necessary for compliance with safety regulations, and such technical equipment as may be necessary for the performance of his duties.

C. Automobile. The Employee agrees to use the district owned vehicle purchased for use by the General Manager for business and personal use.

D. Other Benefits. Employee shall not receive overtime compensation. Where not in conflict with the provisions of this Agreement, Employee shall be eligible and participate in the same benefits offered to employees at the District, including but not limited to paid holidays and other such ancillary benefits. Nothing about the provision of such other benefits shall be interpreted to prevent the performance of any duty set forth in this Agreement.

SECTION 7. OFFICE HOURS.

Employee shall report to District's offices during normal business hours consistent with the District's schedule and at such other times as may be necessary to discharge his duties, except when away on approved business for the District, as otherwise excused by use of approved leave, or during District-granted holidays. However, Employee agrees and understands that he will report to work when necessary to District operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such attendance is reasonably possible.

IN WITNESS WHEREOF, COUNTY WATER DISTRICT OF BILLINGS HEIGHTS has caused this Agreement be duly executed by its President and the Employee has signed and executed this both in duplicate, as the day and year first above written.

DISTRICT:

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

BY: 

David Graves

Vice President County Water District of Billings Heights

EMPLOYEE

PEYTON BROOKSHIRE

BY: 
Peyton Brookshire

EXHIBIT A – JOB DESCRIPTION GENERAL MANAGER

GENERAL MANAGER DUTIES AND EVALUATION

BOARD POLICY NO.

Job Title: General Manager

Reports To: Board of Directors

FLSA Status: Exempt

Prepared by: District Board

Prepared date: November 29, 2021

Primary Objective

This General Manager serves as the chief executive officer of the District under the direction of the District Board of Directors. The General Manager is responsible for all aspects of the efficient and cost-effective operations and administration of the District.

In accordance with the policy guidelines of the Board of Directors and consistent with Federal and State regulations, the General Manager plans, implements, and directs the operations of the District's water system in a manner that insures service to customers, ongoing maintenance of systems and equipment, and sound development for the future. Quality decision making and judgment are expected and required.

Essential Skills Required

- Possess the ability to analyze, evaluate, write, and understand budgets and rate structures.
- Be able to monitor construction projects, as well as the maintenance and operation of water facilities.
- Possess the ability to handle accounting and payroll functions in accordance with government accounting guidelines.
- Be available for 24-hour on-call for emergencies except when previous arrangements are made with other district employees.
- Submits to random alcohol and drug testing per District regulations.
- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Physical requirements include the ability to reach, twist, stand, balance, bend, stoop, crouch, crawl, walk, or climb in a variety of indoor and outdoor environments and weather conditions, and lift weights up to 50 lbs. (greater with assistance), and manual dexterity to perform computer and cell phone tasks. Sensory abilities include smelling, hearing, close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Areas of Accountability and Performance:

Following directions from the Board of Directors the General Manager will:

- Develop rate structures as required by Montana law.
- Develop projections for current and future needs in the areas of staff, capital improvement projects and finances for 2 years, 5 years and 10 years.
- Monitor construction projects, as well as the maintenance and operation of water facilities.
- Maintain accounting and payroll functions in accordance with government accounting guidelines.
- Administer, supervise, plan, direct, and coordinate the water systems and office, delegating tasks as needed.
- Maintain familiarity with the rules and regulations of the District in order to enforce them and to answer questions from customers or developers.
- Meet and work with consultants and/or engineers to further the goals and needs of the District and its projects.
- Demonstrate the ability to read and interpret plans and specifications, and to locate lines for construction purposes.
- Work closely with Montana Rural Water and other agencies, attending related onsite and off-site meetings, seminars and training as often as possible in order maintain certifications and to be current on regulations and legislation at the state and federal levels in the water and wastewater fields.
- Is responsible for the timely filing of any necessary District reports to County, State and Federal agencies.
- Assists in preparation of the agenda and resolutions for the monthly Board meetings in compliance with board policy. Attends every board meeting and is prepared to discuss in detail the implications on District operations of any agenda item.
- Initiates, plans, develops, and implements records and reports for the Board of Directors
- Organizes and prepares financial reports, minutes, correspondence and other documents for board action, and performs other duties as assigned by the Board of Directors
- Is responsible for all facilities, property, and equipment of value.
- Provides thought-out and sound advice and counsel to the Board of Directors in relation to projects, developments, and improving District functions
- Recommends priorities for short- and long-range projects, and coordinates implementation as required.
- Is responsible for developing, preparing, and recommending a comprehensive budget and rate structure with supporting data for the District.
- Serves as a liaison and advisor for the District with consulting engineers, government agencies, developers, and any others as need arises.
- Recommends purchases of new and replacement equipment as the result of continuous appraisal of the working and functionality of District facilities and equipment.
- Is responsible for timely and accurate meter reading, accounting and payroll tasks for the District as well as the billing and collection of accounts.

- Is responsible for establishing a high level of customer service and maintaining quality contacts with the public, District customers and the Board

Supervision-Responsibility for Work of Others

The General Manager

- Administer all personnel matters of the District including supervision and direction, orienting, training, discipline, evaluation of performance and related matters, delegating tasks as needed. (Exception: The Board Secretary reports directly to the Board of Directors) • Prepares written job descriptions for each employee and an annual employee evaluation
- Develop and maintain job descriptions for all district personnel
- Assign employee tasks to assure effective use of personnel, equipment, and facilities.
- Is responsible for using and instructing others in the proper use of safety equipment and procedures to prevent injury.
- Help maintain a professional atmosphere and positive morale among employees.
- Cross-train with other employees to maintain staffing requirements during periods of transition, vacations, or other absences.
- Periodically reviews logs and journals completed by other personnel.
- Is responsible for employee hiring, evaluations, additional training, advancement, promotions, wage increases, and terminations.
- Is responsible for preliminary review and management of all employee related plans and insurance programs, which are a part of the employee compensation package.
- Assess and suggest changes to the rate and structure of employee pay scales and compensation.
- Is responsible for ensuring employees obtain certification in the water field, and continue and maintain their education as required for their certifications.

Education, Training and Experience Requirements:

The General Manager possesses

- Any combination of education and experience equivalent to high school graduation and some college training in the areas of business administration. A degree in engineering is preferred.
- At least five years of progressively responsible experience involving the management of materials, personnel, budgets, rates, and purchasing in a water system.
- Valid Montana Water Operator Certifications appropriate for the District's classifications (certified within 180 days of position acceptance)
- Technical proficiency with computers and software
- Must possess a valid state of Montana driver's license with an insurable record

Evaluation of the General Manager

At least annually, at or near the employment anniversary date of the General Manager, the Board will meet in executive session for the purpose of evaluating the performance of the General Manager.

The Board will summarize the results of their individual evaluations and arrive at a consensus as to the overall performance of the General Manager. The results of the evaluation will be communicated to the General Manager.

The Board President shall ensure that the provisions of this policy are followed.

Adopted: November 29, 2021


Revised:

Reference: CWBDH Policy

Review Date:

Attest: /s/ 

Board President Ming Cabrera

Attest: /s/ 

Secretary





PO Box 30897
Billings, MT 59107-0897

RETURN SERVICE REQUESTED

COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS
GROSS INCOME ACCT
1540 POPELKA DR
BILLINGS MT 59105-4468

Account Number: XXXXXXXXXXXX2349

Managing Your Accounts

	Client Contact Center	855-342-3400
	Website	firstinterstate.com



Beginning February 1, 2022, our treasury clients will begin to see updates to their account statements. If you are a client using treasury solutions services, we sent you more detailed information on these changes by mail in January.

If you are not a treasury client, you will not see any changes to your statement.

Questions? Please call your local Treasury Solutions Officer. If you need help identifying your Treasury Solutions Officer, please call 855-342-3400. Thank you.

Item 4.

THIS FORM IS PROVIDED TO HELP BALANCE YOUR STATEMENT

HOW TO BALANCE YOUR ACCOUNT

ACCOUNT RECONCILEMENT PRINCIPLES ARE FAIRLY SIMPLE, IT IS NECESSARY TO FIND ITEMS IN YOUR CHECKBOOK WHICH THE BANK HAS NOT YET PROCESSED, AND THOSE ON THE BANK STATEMENT BUT NOT YET IN YOUR CHECKBOOK. TO YOUR CHECKBOOK BALANCE ADD OR SUBTRACT THE OUTSTANDING BANK STATEMENT ITEMS, AND TO THE STATEMENT BALANCE ADD OR SUBTRACT OUTSTANDING CHECKBOOK ITEMS. THE TWO TOTALS SHOULD AGREE.

- 1. SORT CHECKS AND DEPOSITS INTO NUMBER OR DATE ORDER.
2. MARK OFF (✓) EACH ITEM AGAINST YOUR CHECKBOOK. THOSE NOT MARKED WILL BE OUTSTANDING ITEMS. ALSO NOTE ANY BANK OR OTHER CHARGES, OR AUTOMATIC DEPOSITS ON THE STATEMENT, NOT IN YOUR CHECKBOOK.
3. FILL IN THE FOLLOWING FORM FOR EASY RECONCILEMENT.

Form for balancing the checkbook. Includes fields for CHECKBOOK BALANCE, ADD ANY DEPOSITS INCLUDING AUTOMATIC DEPOSITS NOT YET ENTERED IN YOUR CHECKBOOK, SUB-TOTAL, SUBTRACT SERVICE CHARGE, SUBTRACT ANY AUTOMATIC LOAN PAYMENTS, and ADJUSTED CHECKBOOK BALANCE.

ADJUSTED STATEMENT BALANCE AND CHECKBOOK BALANCE SHOULD AGREE

CHECKING BALANCE SHOWN ON THIS STATEMENT IF SAVINGS TRANSFER ACCOUNT ADD SAVINGS BALANCE

ADD DEPOSITS OUTSTANDING NOT YET CREDITED TO YOUR ACCOUNT (INCLUDE ANY AUTOMATIC DEPOSITS EXPECTED, NOT YET CREDITED)

SUB-TOTAL

CHECKS OUTSTANDING WRITTEN BUT NOT YET CHARGED TO YOUR ACCOUNT

Table with 4 columns: CHECK NO., AMOUNT, CHECK NO., AMOUNT. Includes a SUB TOTAL row and a vertical column of dots with a downward arrow.

SUBTRACT TOTAL CHECKS OUTSTANDING

ADJUSTED STATEMENT BALANCE

ADJUSTED STATEMENT BALANCE AND CHECKBOOK BALANCE SHOULD AGREE

To report a lost or stolen ATM or First Interstate Debit Card call 1-888-752-3332 between the hours of 7:30 AM – 6:00 PM Mountain Time. Before or after hours call the Lost or Stolen Service at 1-800-342-6599.

Information for Consumer Checking and Savings Account Customers:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us or write us at the phone number and/or address on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or probably appeared.

- (1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Information for Balance Plus Overdraft Checking Customers:

BALANCE SUBJECT TO INTEREST RATE

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances and fees, and subtract unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us (on a separate sheet) at the address shown on the front of this statement.

In your letter, give us the following information:

- Account information: Your name and account number.
Dollar amount: The dollar amount of the suspected error.
Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake you will not have to pay the amount in question or any interest or other fees related to that amount.
While you do not have to pay the amount in question, you are responsible for the remainder of your balance
We can apply any unpaid amount against your credit limit.

Item 4.

Summary of Accounts



Account Type	Account Number	Ending Balance
ANALYZED BUSINESS CHECKING	XXXXXXXXXXXX2349	\$960,580.57

ANALYZED BUSINESS CHECKING-XXXXXXXXXXXX2349

Account Summary

Date	Description	Amount
02/01/2022	Beginning Balance	\$952,485.57
	125 Credit(s) This Period	\$274,977.34
	24 Debit(s) This Period	\$266,882.34
02/28/2022	Ending Balance	\$960,580.57

Account Activity

Post Date	Description	Debits	Credits	Balance
02/01/2022	Beginning Balance			\$952,485.57
02/01/2022	DEPOSIT		\$7,917.90	\$960,403.47
02/01/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$201.42	\$960,604.89
02/01/2022	METAVANTE CORP BILL PAYMT 11176-00		\$251.05	\$960,855.94
02/01/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$261.44	\$961,117.38
02/01/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$267.58	\$961,384.96
02/01/2022	CHECK # 10404	\$46.10		\$961,338.86
02/02/2022	DEPOSIT		\$3,568.92	\$964,907.78
02/02/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$43.05	\$964,950.83
02/02/2022	METAVANTE CORP BILL PAYMT 0901500		\$94.46	\$965,045.29
02/02/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$599.10	\$965,644.39
02/02/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$710.24	\$966,354.63
02/02/2022	CHECK # 10393	\$47.70		\$966,306.93
02/02/2022	CHECK # 10400	\$21.05		\$966,285.88
02/02/2022	CHECK # 10402	\$37.69		\$966,248.19
02/03/2022	DEPOSIT		\$2,020.49	\$968,268.68
02/03/2022	DEPOSIT		\$2,376.16	\$970,644.84
02/03/2022	DEPOSIT		\$9,671.09	\$980,315.93
02/03/2022	METAVANTE CORP BILL PAYMT 1612200		\$276.33	\$980,592.26
02/03/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$574.51	\$981,166.77
02/03/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$865.81	\$982,032.58
02/03/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$1,835.01	\$983,867.59
02/03/2022	ICORP TRANSFER TO XXXXXX976 2/03/22 AT 8:24 SEQ 118240482	\$45,000.00		\$938,867.59
02/03/2022	ICORP TRANSFER TO XXXXXX1008 2/03/22 AT 8:24 SEQ 118243511	\$200,000.00		\$738,867.59
02/04/2022	DEPOSIT		\$2,577.04	\$741,444.63
02/04/2022	DEPOSIT		\$4,833.55	\$746,278.18
02/04/2022	DEPOSIT		\$8,782.31	\$755,060.49
02/04/2022	METAVANTE CORP BILL PAYMT 16780-00		\$511.63	\$755,572.12
02/04/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$717.20	\$756,289.32

Item 4.

ANALYZED BUSINESS CHECKING-XXXXXXXXXXXX2349 (continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/04/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,200.09	\$757,489.41
02/04/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$2,168.75	\$759,658.16
02/07/2022	DEPOSIT		\$1,859.21	\$761,517.37
02/07/2022	DEPOSIT		\$1,945.77	\$763,463.14
02/07/2022	DEPOSIT		\$1,957.77	\$765,420.91
02/07/2022	DEPOSIT		\$2,059.57	\$767,480.48
02/07/2022	DEPOSIT		\$2,574.69	\$770,055.17
02/07/2022	DEPOSIT		\$3,193.44	\$773,248.61
02/07/2022	DEPOSIT		\$8,464.09	\$781,712.70
02/07/2022	METAVANTE CORP BILL PAYMT 09006-00		\$508.95	\$782,221.65
02/07/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$951.27	\$783,172.92
02/07/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$1,288.20	\$784,461.12
02/07/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,346.77	\$785,807.89
02/07/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$2,083.11	\$787,891.00
02/07/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$4,220.51	\$792,111.51
02/07/2022	CHECK # 10367	\$24.63		\$792,086.88
02/07/2022	CHECK # 10401	\$23.97		\$792,062.91
02/08/2022	DEPOSIT		\$2,065.85	\$794,128.76
02/08/2022	DEPOSIT		\$2,366.94	\$796,495.70
02/08/2022	DEPOSIT		\$4,658.35	\$801,154.05
02/08/2022	METAVANTE CORP BILL PAYMT 16654-00		\$304.62	\$801,458.67
02/08/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$450.14	\$801,908.81
02/08/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$1,639.40	\$803,548.21
02/08/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$2,179.44	\$805,727.65
02/09/2022	DEPOSIT		\$1,840.31	\$807,567.96
02/09/2022	DEPOSIT		\$2,325.26	\$809,893.22
02/09/2022	DEPOSIT		\$7,290.26	\$817,183.48
02/09/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$612.35	\$817,795.83
02/09/2022	METAVANTE CORP BILL PAYMT 0702700		\$993.80	\$818,789.63
02/09/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$1,646.88	\$820,436.51
02/09/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,968.89	\$822,405.40
02/09/2022	CHECK # 10406	\$26.65		\$822,378.75
02/10/2022	DEPOSIT		\$2,258.49	\$824,637.24
02/10/2022	DEPOSIT		\$2,261.16	\$826,898.40
02/10/2022	DEPOSIT		\$6,392.76	\$833,291.16
02/10/2022	METAVANTE CORP BILL PAYMT 17294-00		\$193.22	\$833,484.38
02/10/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$434.51	\$833,918.89
02/10/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,038.24	\$834,957.13
02/10/2022	County Water Dis Budget Bil XXXXX1683		\$1,266.41	\$836,223.54
02/10/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$2,279.15	\$838,502.69
02/10/2022	HEIGHTS WATER DI UTIL BILL HEIGHTS WATER D		\$17,635.97	\$856,138.66
02/10/2022	CHECK # 10359	\$25.85		\$856,112.81
02/11/2022	DEPOSIT		\$1,695.98	\$857,808.79
02/11/2022	DEPOSIT		\$4,252.12	\$862,060.91
02/11/2022	METAVANTE CORP BILL PAYMT 16433-00		\$146.37	\$862,207.28
02/11/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$749.20	\$862,956.48
02/11/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$959.98	\$863,916.46
02/11/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,213.20	\$865,129.66
02/11/2022	ICORP TRANSFER TO XXXXXX1008 2/11/22 AT 15:31 SEQ 112767016	\$20,000.00		\$845,129.66

Item 4.

ANALYZED BUSINESS CHECKING-XXXXXXXXXXXX2349 (continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/14/2022	DEPOSIT		\$2,652.79	\$847,782.45
02/14/2022	DEPOSIT		\$5,412.71	\$853,195.16
02/14/2022	DEPOSIT		\$12,641.86	\$865,837.02
02/14/2022	METAVANTE CORP BILL PAYMT 27091-00		\$60.12	\$865,897.14
02/14/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$261.72	\$866,158.86
02/14/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$604.23	\$866,763.09
02/14/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$607.25	\$867,370.34
02/14/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,088.70	\$868,459.04
02/14/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$2,795.32	\$871,254.36
02/14/2022	ACH RETURNED ITEM R01 27104-00 314074260239817	\$25.91		\$871,228.45
02/14/2022	CHECK # 10398	\$46.15		\$871,182.30
02/15/2022	DEPOSIT		\$6,022.46	\$877,204.76
02/15/2022	METAVANTE CORP BILL PAYMT 2203600		\$65.13	\$877,269.89
02/15/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$111.85	\$877,381.74
02/15/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$396.42	\$877,778.16
02/15/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$664.38	\$878,442.54
02/15/2022	FDMS FDMS PYMT 052-1480741-000	\$29.93		\$878,412.61
02/15/2022	CHECK # 10391	\$7.06		\$878,405.55
02/16/2022	DEPOSIT		\$17,697.42	\$896,102.97
02/16/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$150.52	\$896,253.49
02/16/2022	METAVANTE CORP BILL PAYMT 3013700		\$153.02	\$896,406.51
02/16/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$501.25	\$896,907.76
02/16/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,138.55	\$898,046.31
02/16/2022	County Water Dis January 19 XXXXX1683	\$850.00		\$897,196.31
02/16/2022	CHECK # 10413	\$25.30		\$897,171.01
02/17/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$59.81	\$897,230.82
02/17/2022	County Water Dis Special XXXXX1683		\$60.91	\$897,291.73
02/17/2022	METAVANTE CORP BILL PAYMT 2911000		\$253.95	\$897,545.68
02/17/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$295.90	\$897,841.58
02/17/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$934.51	\$898,776.09
02/17/2022	CHECK # 10411	\$25.30		\$898,750.79
02/18/2022	DEPOSIT		\$8,972.89	\$907,723.68
02/18/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$119.60	\$907,843.28
02/18/2022	METAVANTE CORP BILL PAYMT 3009700		\$200.62	\$908,043.90
02/18/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$758.73	\$908,802.63
02/18/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,013.83	\$909,816.46
02/18/2022	CHECK # 10371	\$47.48		\$909,768.98
02/22/2022	DEPOSIT		\$7,819.59	\$917,588.57
02/22/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$65.48	\$917,654.05
02/22/2022	METAVANTE CORP BILL PAYMT 15131-00		\$213.59	\$917,867.64
02/22/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$288.76	\$918,156.40
02/22/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$609.71	\$918,766.11
02/22/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$620.93	\$919,387.04
02/22/2022	County Water Dis Payments XXXXX1683		\$803.50	\$920,190.54
02/22/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,416.81	\$921,607.35
02/22/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,419.43	\$923,026.78
02/22/2022	HEIGHTS WATER DI UTIL BILL HEIGHTS WATER D		\$9,260.39	\$932,287.17
02/22/2022	CHECK # 10408	\$25.75		\$932,261.42
02/23/2022	METAVANTE CORP BILL PAYMT 1625000		\$66.88	\$932,328.30

Item 4.

ANALYZED BUSINESS CHECKING-XXXXXXXXXXXX2349 (continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/23/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$290.75	\$932,619.05
02/23/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$669.87	\$933,288.92
02/23/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$680.27	\$933,969.19
02/23/2022	CHECK # 10407	\$45.68		\$933,923.51
02/24/2022	DEPOSIT		\$2,711.04	\$936,634.55
02/24/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$110.50	\$936,745.05
02/24/2022	METAVANTE CORP BILL PAYMT 11196-00		\$181.86	\$936,926.91
02/24/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$692.69	\$937,619.60
02/24/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,283.96	\$938,903.56
02/24/2022	ACH RETURNED ITEM R03 32145-00 091000015054395	\$91.68		\$938,811.88
02/25/2022	METAVANTE CORP BILL PAYMT 1905300		\$56.96	\$938,868.84
02/25/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$77.44	\$938,946.28
02/25/2022	County Water Dis Special XXXXX1683		\$91.68	\$939,037.96
02/25/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$439.10	\$939,477.06
02/25/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$2,184.63	\$941,661.69
02/25/2022	CHECK # 10416	\$363.46		\$941,298.23
02/28/2022	DEPOSIT		\$13,907.25	\$955,205.48
02/28/2022	CHECKFREE COUNTY WAT XXXXXX5397		\$98.01	\$955,303.49
02/28/2022	IPAY SOLUTIONS BILL PMT BILL PMT		\$145.20	\$955,448.69
02/28/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$331.76	\$955,780.45
02/28/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$1,538.13	\$957,318.58
02/28/2022	MERCHANT BANKCD DEPOSIT 496391735883		\$3,306.99	\$960,625.57
02/28/2022	CHECK # 10357	\$45.00		\$960,580.57
02/28/2022	Ending Balance			\$960,580.57

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
10357	02/28/2022	\$45.00	10398*	02/14/2022	\$46.15	10407	02/23/2022	\$45.68
10359*	02/10/2022	\$25.85	10400*	02/02/2022	\$21.05	10408	02/22/2022	\$25.75
10367*	02/07/2022	\$24.63	10401	02/07/2022	\$23.97	10411*	02/17/2022	\$25.30
10371*	02/18/2022	\$47.48	10402	02/02/2022	\$37.69	10413*	02/16/2022	\$25.30
10391*	02/15/2022	\$7.06	10404*	02/01/2022	\$46.10	10416*	02/25/2022	\$363.46
10393*	02/02/2022	\$47.70	10406*	02/09/2022	\$26.65			

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
02/01/2022	\$961,338.86	02/10/2022	\$856,112.81	02/22/2022	\$932,261.42
02/02/2022	\$966,248.19	02/11/2022	\$845,129.66	02/23/2022	\$933,923.51
02/03/2022	\$738,867.59	02/14/2022	\$871,182.30	02/24/2022	\$938,811.88
02/04/2022	\$759,658.16	02/15/2022	\$878,405.55	02/25/2022	\$941,298.23
02/07/2022	\$792,062.91	02/16/2022	\$897,171.01	02/28/2022	\$960,580.57
02/08/2022	\$805,727.65	02/17/2022	\$898,750.79		
02/09/2022	\$822,378.75	02/18/2022	\$909,768.98		

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00





PO Box 30897
Billings, MT 59107-0897

RETURN SERVICE REQUESTED

COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS
OPERATIONAL & MAINTENANCE FUND
1540 POPELKA DR
BILLINGS MT 59105-4468

Managing Your Accounts

	Client Contact Center	855-342-3400
	Website	firstinterstate.com



Beginning February 1, 2022, our treasury clients will begin to see updates to their account statements. If you are a client using treasury solutions services, we sent you more detailed information on these changes by mail in January.

If you are not a treasury client, you will not see any changes to your statement.

Questions? Please call your local Treasury Solutions Officer. If you need help identifying your Treasury Solutions Officer, please call 855-342-3400. Thank you.

Item 4.

THIS FORM IS PROVIDED TO HELP BALANCE YOUR STATEMENT

HOW TO BALANCE YOUR ACCOUNT

ACCOUNT RECONCILEMENT PRINCIPLES ARE FAIRLY SIMPLE, IT IS NECESSARY TO FIND ITEMS IN YOUR CHECKBOOK WHICH THE BANK HAS NOT YET PROCESSED, AND THOSE ON THE BANK STATEMENT BUT NOT YET IN YOUR CHECKBOOK. TO YOUR CHECKBOOK BALANCE ADD OR SUBTRACT THE OUTSTANDING BANK STATEMENT ITEMS, AND TO THE STATEMENT BALANCE ADD OR SUBTRACT OUTSTANDING CHECKBOOK ITEMS. THE TWO TOTALS SHOULD AGREE.

- 1. SORT CHECKS AND DEPOSITS INTO NUMBER OR DATE ORDER.
2. MARK OFF (✓) EACH ITEM AGAINST YOUR CHECKBOOK. THOSE NOT MARKED WILL BE OUTSTANDING ITEMS. ALSO NOTE ANY BANK OR OTHER CHARGES, OR AUTOMATIC DEPOSITS ON THE STATEMENT, NOT IN YOUR CHECKBOOK.
3. FILL IN THE FOLLOWING FORM FOR EASY RECONCILEMENT.

Form for balancing checkbook: CHECKBOOK BALANCE, ADD ANY DEPOSITS INCLUDING AUTOMATIC DEPOSITS NOT YET ENTERED IN YOUR CHECKBOOK, SUB-TOTAL, SUBTRACT SERVICE CHARGE, SUBTRACT ANY AUTOMATIC LOAN PAYMENTS, ADJUSTED CHECKBOOK BALANCE.

ADJUSTED STATEMENT BALANCE AND CHECKBOOK BALANCE SHOULD AGREE

Form for balancing statement: CHECKING BALANCE SHOWN ON THIS STATEMENT, IF SAVINGS TRANSFER ACCOUNT ADD SAVINGS BALANCE, ADD DEPOSITS OUTSTANDING NOT YET CREDITED TO YOUR ACCOUNT, SUB-TOTAL.

CHECKS OUTSTANDING WRITTEN BUT NOT YET CHARGED TO YOUR ACCOUNT

Table with columns: CHECK NO., AMOUNT, CHECK NO., AMOUNT. Includes rows for SUB TOTAL, SUBTRACT TOTAL CHECKS OUTSTANDING, and ADJUSTED STATEMENT BALANCE.

ADJUSTED STATEMENT BALANCE AND CHECKBOOK BALANCE SHOULD AGREE

To report a lost or stolen ATM or First Interstate Debit Card call 1-888-752-3332 between the hours of 7:30 AM – 6:00 PM Mountain Time. Before or after hours call the Lost or Stolen Service at 1-800-342-6599.

Information for Consumer Checking and Savings Account Customers:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us or write us at the phone number and/or address on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or probably appeared.

- (1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Information for Balance Plus Overdraft Checking Customers:

BALANCE SUBJECT TO INTEREST RATE

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances and fees, and subtract unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us (on a separate sheet) at the address shown on the front of this statement.

In your letter, give us the following information:

- Account information: Your name and account number.
Dollar amount: The dollar amount of the suspected error.
Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake you will not have to pay the amount in question or any interest or other fees related to that amount.
While you do not have to pay the amount in question, you are responsible for the remainder of your balance
We can apply any unpaid amount against your credit limit.

Item 4.

Summary of Accounts



Account Type	Account Number	Ending Balance
STATE COUNTY MUNICIPALITY CHECKING	XXXXXXXXXXXX1008	\$7,501.22

STATE COUNTY MUNICIPALITY CHECKING-XXXXXXXXXXXX1008

Account Summary

Date	Description	Amount
02/01/2022	Beginning Balance	\$42,232.02
	2 Credit(s) This Period	\$220,000.00
	43 Debit(s) This Period	\$254,730.80
02/28/2022	Ending Balance	\$7,501.22

Account Activity

Post Date	Description	Debits	Credits	Balance
02/01/2022	Beginning Balance			\$42,232.02
02/02/2022	CHECK # 17667	\$2,589.00		\$39,643.02
02/03/2022	ICORP TRANSFER FROM XXXXXX2349 2/03/22 AT 8:24 SEQ 118243511		\$200,000.00	\$239,643.02
02/03/2022	CHECK # 17659	\$897.80		\$238,745.22
02/03/2022	CHECK # 17662	\$197.94		\$238,547.28
02/03/2022	CHECK # 17666	\$62.50		\$238,484.78
02/03/2022	CHECK # 17679	\$1,583.38		\$236,901.40
02/04/2022	WEX INC FLEET DEBI 9100009036252	\$731.16		\$236,170.24
02/04/2022	ASCENSUS TRUST RET PLAN 259835 02042022	\$1,619.95		\$234,550.29
02/04/2022	CHECK # 17671	\$82.00		\$234,468.29
02/04/2022	CHECK # 17675	\$14,229.47		\$220,238.82
02/04/2022	CHECK # 17681	\$63.94		\$220,174.88
02/07/2022	CHECK # 17676	\$2,105.00		\$218,069.88
02/08/2022	CHECK # 17677	\$623.16		\$217,446.72
02/08/2022	CHECK # 17678	\$2,400.00		\$215,046.72
02/08/2022	CHECK # 17682	\$159.06		\$214,887.66
02/08/2022	CHECK # 17685	\$400.00		\$214,487.66
02/09/2022	CHECK # 17673	\$11,806.00		\$202,681.66
02/10/2022	CHECK # 17674	\$480.00		\$202,201.66
02/10/2022	CHECK # 17687	\$455.00		\$201,746.66
02/11/2022	ICORP TRANSFER FROM XXXXXX2349 2/11/22 AT 15:31 SEQ 112767016		\$20,000.00	\$221,746.66
02/11/2022	CHECK # 17680	\$25.57		\$221,721.09
02/14/2022	CHECK # 17684	\$3,000.00		\$218,721.09
02/14/2022	CHECK # 17686	\$16,004.62		\$202,716.47
02/14/2022	CHECK # 17690	\$502.17		\$202,214.30
02/15/2022	CHECK # 17695	\$154,592.27		\$47,622.03
02/17/2022	CHECK # 17694	\$204.64		\$47,417.39
02/17/2022	CHECK # 17699	\$999.00		\$46,418.39
02/18/2022	THE GUARDIAN MAR GP INS 76988900WWA0000	\$2,084.50		\$44,333.89

Item 4.

STATE COUNTY MUNICIPALITY CHECKING-XXXXXXXXXXXX1008

(continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/18/2022	CHECK # 17688	\$358.74		\$43,975.15
02/18/2022	CHECK # 17689	\$7,594.00		\$36,381.15
02/18/2022	CHECK # 17696	\$211.95		\$36,169.20
02/22/2022	CHECK # 17692	\$581.29		\$35,587.91
02/22/2022	CHECK # 17698	\$576.00		\$35,011.91
02/22/2022	CHECK # 17702	\$3,774.27		\$31,237.64
02/22/2022	CHECK # 17706	\$649.98		\$30,587.66
02/23/2022	CHECK # 17683	\$380.00		\$30,207.66
02/24/2022	ASCENSUS TRUST RET PLAN 259835 02182022	\$1,608.46		\$28,599.20
02/24/2022	CHECK # 17691	\$588.55		\$28,010.65
02/24/2022	CHECK # 17697	\$160.00		\$27,850.65
02/25/2022	MONTANASTATEFUND PREMIUM XXXXX9518	\$938.35		\$26,912.30
02/25/2022	CHECK # 17693	\$78.48		\$26,833.82
02/25/2022	CHECK # 17700	\$807.30		\$26,026.52
02/25/2022	CHECK # 17704	\$7.87		\$26,018.65
02/25/2022	CHECK # 17705	\$3,062.50		\$22,956.15
02/28/2022	HEALTH CARE SERV OBPPAYMT XXXXXX2863	\$15,454.93		\$7,501.22
02/28/2022	Ending Balance			\$7,501.22

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
17659	02/03/2022	\$897.80	17681	02/04/2022	\$63.94	17694	02/17/2022	\$204.64
17662*	02/03/2022	\$197.94	17682	02/08/2022	\$159.06	17695	02/15/2022	\$154,592.27
17666*	02/03/2022	\$62.50	17683	02/23/2022	\$380.00	17696	02/18/2022	\$211.95
17667	02/02/2022	\$2,589.00	17684	02/14/2022	\$3,000.00	17697	02/24/2022	\$160.00
17671*	02/04/2022	\$82.00	17685	02/08/2022	\$400.00	17698	02/22/2022	\$576.00
17673*	02/09/2022	\$11,806.00	17686	02/14/2022	\$16,004.62	17699	02/17/2022	\$999.00
17674	02/10/2022	\$480.00	17687	02/10/2022	\$455.00	17700	02/25/2022	\$807.30
17675	02/04/2022	\$14,229.47	17688	02/18/2022	\$358.74	17702*	02/22/2022	\$3,774.27
17676	02/07/2022	\$2,105.00	17689	02/18/2022	\$7,594.00	17704*	02/25/2022	\$7.87
17677	02/08/2022	\$623.16	17690	02/14/2022	\$502.17	17705	02/25/2022	\$3,062.50
17678	02/08/2022	\$2,400.00	17691	02/24/2022	\$588.55	17706	02/22/2022	\$649.98
17679	02/03/2022	\$1,583.38	17692	02/22/2022	\$581.29			
17680	02/11/2022	\$25.57	17693	02/25/2022	\$78.48			

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
02/02/2022	\$39,643.02	02/10/2022	\$201,746.66	02/22/2022	\$30,587.66
02/03/2022	\$236,901.40	02/11/2022	\$221,721.09	02/23/2022	\$30,207.66
02/04/2022	\$220,174.88	02/14/2022	\$202,214.30	02/24/2022	\$27,850.65
02/07/2022	\$218,069.88	02/15/2022	\$47,622.03	02/25/2022	\$22,956.15
02/08/2022	\$214,487.66	02/17/2022	\$46,418.39	02/28/2022	\$7,501.22
02/09/2022	\$202,681.66	02/18/2022	\$36,169.20		

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00





PO Box 30897
Billings, MT 59107-0897

RETURN SERVICE REQUESTED

COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS
PAYROLL ACCOUNT
1540 POPELKA DR
BILLINGS MT 59105-4468

Managing Your Accounts

	Client Contact Center	855-342-3400
	Website	firstinterstate.com



Beginning February 1, 2022, our treasury clients will begin to see updates to their account statements. If you are a client using treasury solutions services, we sent you more detailed information on these changes by mail in January.

If you are not a treasury client, you will not see any changes to your statement.

Questions? Please call your local Treasury Solutions Officer. If you need help identifying your Treasury Solutions Officer, please call 855-342-3400. Thank you.

Item 4.

THIS FORM IS PROVIDED TO HELP BALANCE YOUR STATEMENT

HOW TO BALANCE YOUR ACCOUNT

ACCOUNT RECONCILEMENT PRINCIPLES ARE FAIRLY SIMPLE, IT IS NECESSARY TO FIND ITEMS IN YOUR CHECKBOOK WHICH THE BANK HAS NOT YET PROCESSED, AND THOSE ON THE BANK STATEMENT BUT NOT YET IN YOUR CHECKBOOK. TO YOUR CHECKBOOK BALANCE ADD OR SUBTRACT THE OUTSTANDING BANK STATEMENT ITEMS, AND TO THE STATEMENT BALANCE ADD OR SUBTRACT OUTSTANDING CHECKBOOK ITEMS. THE TWO TOTALS SHOULD AGREE.

- 1. SORT CHECKS AND DEPOSITS INTO NUMBER OR DATE ORDER.
2. MARK OFF (✓) EACH ITEM AGAINST YOUR CHECKBOOK. THOSE NOT MARKED WILL BE OUTSTANDING ITEMS. ALSO NOTE ANY BANK OR OTHER CHARGES, OR AUTOMATIC DEPOSITS ON THE STATEMENT, NOT IN YOUR CHECKBOOK.
3. FILL IN THE FOLLOWING FORM FOR EASY RECONCILEMENT.

Form for balancing the checkbook. Includes fields for CHECKBOOK BALANCE, ADD ANY DEPOSITS INCLUDING AUTOMATIC DEPOSITS NOT YET ENTERED IN YOUR CHECKBOOK, SUB-TOTAL, SUBTRACT SERVICE CHARGE, IF SAVINGS TRANSFER ACCOUNT, ADD SAVINGS INTEREST, SUBTRACT ANY AUTOMATIC LOAN PAYMENTS OR OTHER AUTOMATIC CHARGES NOT YET ENTERED IN YOUR CHECKBOOK, and ADJUSTED CHECKBOOK BALANCE.

ADJUSTED STATEMENT BALANCE AND CHECKBOOK BALANCE SHOULD AGREE

CHECKING BALANCE SHOWN ON THIS STATEMENT IF SAVINGS TRANSFER ACCOUNT ADD SAVINGS BALANCE

ADD DEPOSITS OUTSTANDING NOT YET CREDITED TO YOUR ACCOUNT (INCLUDE ANY AUTOMATIC DEPOSITS EXPECTED, NOT YET CREDITED)

SUB-TOTAL

CHECKS OUTSTANDING WRITTEN BUT NOT YET CHARGED TO YOUR ACCOUNT

Table with 4 columns: CHECK NO., AMOUNT, CHECK NO., AMOUNT. Includes a SUB TOTAL row and a vertical line of dots with a downward arrow.

SUBTRACT TOTAL CHECKS OUTSTANDING

ADJUSTED STATEMENT BALANCE

ADJUSTED STATEMENT BALANCE AND CHECKBOOK BALANCE SHOULD AGREE

To report a lost or stolen ATM or First Interstate Debit Card call 1-888-752-3332 between the hours of 7:30 AM – 6:00 PM Mountain Time. Before or after hours call the Lost or Stolen Service at 1-800-342-6599.

Information for Consumer Checking and Savings Account Customers:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us or write us at the phone number and/or address on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or probably appeared.

- (1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Information for Balance Plus Overdraft Checking Customers:

BALANCE SUBJECT TO INTEREST RATE

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances and fees, and subtract unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

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Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake you will not have to pay the amount in question or any interest or other fees related to that amount.
While you do not have to pay the amount in question, you are responsible for the remainder of your balance
We can apply any unpaid amount against your credit limit.

Item 4.

Summary of Accounts



Account Type	Account Number	Ending Balance
STATE COUNTY MUNICIPALITY CHECKING	XXXXXXXXXXXX0976	\$1,894.21

STATE COUNTY MUNICIPALITY CHECKING-XXXXXXXXXXXX0976

Account Summary

Date	Description	Amount
02/01/2022	Beginning Balance	\$3,918.96
	1 Credit(s) This Period	\$45,000.00
	11 Debit(s) This Period	\$47,024.75
02/28/2022	Ending Balance	\$1,894.21

Account Activity

Post Date	Description	Debits	Credits	Balance
02/01/2022	Beginning Balance			\$3,918.96
02/03/2022	ICORP TRANSFER FROM XXXXXX2349 2/03/22 AT 8:24 SEQ 118240482		\$45,000.00	\$48,918.96
02/04/2022	ASCENSUS TRUST RET PLAN 259835 02042022	\$1,898.33		\$47,020.63
02/04/2022	IRS USATAXPYMT 270243531233471	\$4,121.68		\$42,898.95
02/04/2022	County Water Dis Payroll 02 XXXXX1683	\$12,767.29		\$30,131.66
02/07/2022	STATE OF MONTANA MT TAX PMT XXXXXX3002WTH	\$862.00		\$29,269.66
02/14/2022	CHECK # 10395	\$70.00		\$29,199.66
02/15/2022	CHECK # 10396	\$5,777.49		\$23,422.17
02/18/2022	IRS USATAXPYMT 270244970265183	\$5,623.01		\$17,799.16
02/18/2022	County Water Dis Payroll 02 XXXXX1683	\$12,687.59		\$5,111.57
02/22/2022	STATE OF MONTANA MT TAX PMT XXXXXX3002WTH	\$1,249.00		\$3,862.57
02/24/2022	ASCENSUS TRUST RET PLAN 259835 02182022	\$1,898.36		\$1,964.21
02/25/2022	CHECK # 10397	\$70.00		\$1,894.21
02/28/2022	Ending Balance			\$1,894.21

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
10395	02/14/2022	\$70.00	10396	02/15/2022	\$5,777.49	10397	02/25/2022	\$70.00

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
02/03/2022	\$48,918.96	02/14/2022	\$29,199.66	02/22/2022	\$3,862.57
02/04/2022	\$30,131.66	02/15/2022	\$23,422.17	02/24/2022	\$1,964.21
02/07/2022	\$29,269.66	02/18/2022	\$5,111.57	02/25/2022	\$1,894.21

Item 4.

STATE COUNTY MUNICIPALITY CHECKING-XXXXXXXXXXXX0976

(continued)

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00



PO Box 30897
Billings, MT 59107-0897

RETURN SERVICE REQUESTED



COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS
1540 POPELKA DR
BILLINGS MT 59105-4468

Statement Ending 02/28/2022 Item 4.

COUNTY WATER DISTRICT OF Page 1 of 2

Account Number: XXXXXXXXXXXX7508

Managing Your Accounts

 Client Contact Center 855-342-3400
 Website firstinterstate.com

Summary of Accounts



Account Type	Account Number	Ending Balance
STATE COUNTY MUNICIPALITY MONEY MARKET	XXXXXXXXXXXX7508	\$250,937.40

STATE COUNTY MUNICIPALITY MONEY MARKET-XXXXXXXXXXXX7508

Account Summary

Date	Description	Amount
02/01/2022	Beginning Balance	\$250,935.48
	1 Credit(s) This Period	\$1.92
	0 Debit(s) This Period	\$0.00
02/28/2022	Ending Balance	\$250,937.40

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.01%
Interest Days	28
Interest Earned	\$1.92
Interest Paid This Period	\$1.92
Interest Paid Year-to-Date	\$4.05
Average Ledger Balance	\$250,935.48

Account Activity

Post Date	Description	Debits	Credits	Balance
02/01/2022	Beginning Balance			\$250,935.48
02/28/2022	INTEREST		\$1.92	\$250,937.40
02/28/2022	Ending Balance			\$250,937.40

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We can apply any unpaid amount against your credit limit.



82945 41473 4609 D51751 SSSNR00901
COUNTY WATER DISTRICT
OF BILLINGS HEIGHTS
1540 POPELKA
BILLINGS MT 59105-4468



Your Financial Advisor (M805):
STEPHEN KNUDSON, CFP (R)
Telephone: (406) 252-2447

Office Serving Your Account:
401 NORTH 31ST STREET
SUITE 1610
BILLINGS, MT 59101

PRIMARY INVESTMENT OBJECTIVE: Income
RISK TOLERANCE: Moderately Conservative

For a full definition of this objective and risk tolerance, including the use of margin, please see www.stifel.com, IMPORTANT DISCLOSURES, or contact your Financial Advisor. If you have any questions concerning your investment objective or risk tolerance, or wish to make a change, please contact your Financial Advisor or the Branch Manager for this office.

TRADING TAX LOT RELIEF METHOD: First In, First Out
INVESTOR UPDATE

What are your financial resolutions for 2022? Put away more for retirement? Start saving for college? Review estate planning matters? Whatever your goals may be, your Stifel Financial Advisor can help.

ACCOUNT PROTECTION

Stifel, Nicolaus & Company, Incorporated provides up to \$150 million of coverage for securities held in client accounts, of which \$1.15 million may be in cash deposits. Ask your Financial Advisor for more details.

Thank you for allowing Stifel to serve you. In order to protect your rights, including rights under the Securities Investor Protection Act (SIPA), please promptly report, in writing, any inaccuracies or discrepancies in this account or statement to the Compliance Department of Stifel at the address below. If you have any questions regarding your account or this statement, please contact your Financial Advisor or the Branch Manager for this office. For additional information regarding your Stifel account, please refer to the current Stifel Account Agreement and Disclosure Booklet, which is available at www.stifel.com/disclosures/account-agreement.

Stifel, Nicolaus & Company, Incorporated | Member SIPC & NYSE | www.stifel.com | One Financial Plaza | 501 North Broadway | St. Louis, Missouri 63102

STIFFEL PRESTIGE® ACCOUNT STATEMENT

February 1 -
February 28, 2022
Account Number:

Page 88
18
2491-9615

PORTFOLIO SUMMARY

	February 28	January 31
Net Cash Equivalents **	1,526,572.32	262,785.81
Net Portfolio Assets held at Stifel	7,327,654.60	8,612,724.64
Net Portfolio Assets not held at Stifel		
Net Portfolio Value	\$8,854,226.92	\$8,875,510.45

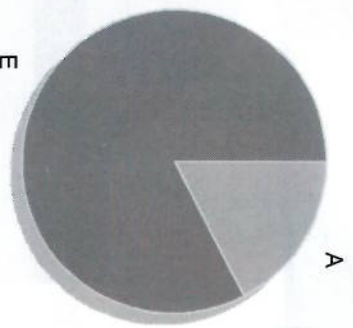
YOUR CHANGE IN PORTFOLIO VALUE

	February 28	January 31
Net Cash Flow (Inflows/Outflows) ²		
Securities Transferred In/Out		
Income and Distributions	13,786.51	5,520.50
Change in Securities Value	-35,070.04	-23,752.98
Net Change in Portfolio Value	-\$21,283.53	-\$18,232.48

** See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.
² Does not include cost or proceeds for buy or sell transactions.
You have securities maturing and/or options expiring.

YOUR ASSET SUMMARY

	February 28, 2022 (\$)	Percentage of your account
A Net Cash Equivalents**	1,526,572.32	17.24%
E Fixed Income-Other	7,327,654.60	82.76%
Total Assets	\$8,854,226.92	100.00%



STIFFEL

COUNTY WATER DISTRICT
OF BILLINGS HEIGHTS

February 1 -
February 28, 2022
Account Number:

ASSET DETAILS

This section shows the cash equivalents and/or securities in your account. Prices obtained from outside sources are considered reliable but are not guaranteed by Stifel. Actual prices may vary, and upon sale, you may receive more or less than your original purchase price. Contact your Financial Advisor for current price quotes. Gain/Loss is provided for informational purposes only. Cost basis may be adjusted for, but not limited to, amortization, accretion, principal paydowns, capital changes, listed option premiums, gifting rules, inheritance step-up, or wash sales. The Gain/Loss information should not be used for tax preparation without the assistance of your tax advisor. Lot detail quantity displayed is truncated to the one thousandth of a share.

NET CASH EQUIVALENTS

	Current value	Cost Basis	Estimated Annualized Income	Estimated Yield %
CASH	250,412.40	250,412.40		
STIFFEL FDIC INSD	1,276,159.92	1,276,159.92	127.62	0.01%
Total Net Cash Equivalents	\$1,526,572.32	\$1,526,572.32	\$127.62	0.01%

STIFFEL INSURED BANK DEPOSIT PROGRAM
Funds deposited through the Stifel Insured Bank Deposit Program (the "Program") may be deposited at multiple banks. The Program's Disclosure Statement is available at www.stifel.com/disclosures/account-agreement. The deposits are not covered by the Securities Investor Protection Corporation ("SIPC"). Deposits are insured by the FDIC within applicable limits. Balances in the Program or in any money market fund offered as an available fund for Cash Investment Services at Stifel, subject to applicable limits, can be liquidated upon request and the proceeds returned to your securities account or can be distributed directly to you with the proper withdrawal form on file.

PORTFOLIO ASSETS - HELD AT STIFFEL

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income ⁶	Unrealized Gain/(-)Loss ¹⁰	Estimated Annualized Income	Estimated Yield %
FIRSTRUST SVGS BANK CONSHOHOKEN PA CD FDIC #26647	Cash	250,000	100.0950" 250,237.50	100.0000 250,000.00	308.56	237.50	6,625.00	2.65%
CPN 2.650% DUE 03/14/22 DTD 03/12/18 FC 04/12/18 CUSIP: 337630BM8								
U S TREASURY BILL DUE 03/29/22 DTD 11/30/21 CUSIP: 912796T25	Cash <i>SN-14</i>	700,000	99.9950 699,965.00	99.9851 699,895.80	N/A	69.20	N/A	N/A
U S TREASURY BILL DUE 04/26/22 DTD 12/28/21 CUSIP: 912796U23	Cash <i>SN-15</i>	750,000	99.9700 749,775.00	99.9554 749,665.25	N/A	109.75	N/A	N/A





Item 5.

COUNTY WATER DISTRICT
OF BILLINGS HEIGHTS

February 1 -
February 28, 2022
Account Number:

ACTIVITY SUMMARY

Type of Activity	Activity	Year-to-date	This period	CASH EQUIVALENTS		
				Cash	Cash Sweep	Margin
Opening Balance - Net Cash Equivalents				\$125.27	\$262,660.54	\$0.00
Buy and Sell Transactions	Assets Bought	-3,447,937.05				
	Assets Sold/Redeemed	1,500,000.00		1,250,000.00		
Deposits	Deposits Made To Your Account					
	Withdrawals From Your Account					
Income and Distributions	Income and Distributions	19,307.01	13,786.51			
Cash Sweep Activity	Cash Sweep Activity					
Margin Interest	Margin Interest Charged			-1,013,499.38	1,013,499.38	
Other	Other Transactions					
Cash Management Activity	Card Activity					
	ACH/ATM Activity					
Checkwriting Activity	Checks You Wrote					
Closing Balance - Net Cash Equivalents				\$250,412.40	\$1,276,159.92	\$0.00
Securities Transferred	Securities Transferred In/Out					

ACTIVITY DETAILS

Opening Balance - Net Cash Equivalents		This period	Cash	Cash Sweep	Margin
		\$262,785.81	\$125.27	\$262,660.54	\$0.00

CASH EQUIVALENTS

Assets Sold/Redeemed	Date	Activity	Quantity	Price	Description	Total	Cash	Cash Sweep	Margin
2/24/2022	Redemption		-1,000,000.000		U S TREASURY BILL DUE 02/24/22 DTD 02/25/21 CUSIP: 912796D30	1,000,000.00	1,000,000.00		
2/28/2022	Redemption		-250,000.000		MERIDIAN BANK PAOLI PA CD FDIC #57777 CPN 0.150% DUE 02/28/22 DTD 08/28/20 FC 02/28/21 CUSIP: 58958PHL1	250,000.00	250,000.00		

Total Assets Sold/Redeemed						\$1,250,000.00	\$1,250,000.00		
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11:38 AM

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Profit & Loss Prev Year Comparison

03/11/22

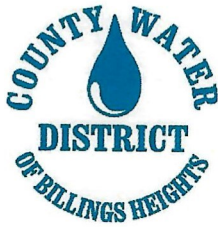
February 28, 2022

Accrual Basis

	Feb 28, 22	Feb 28, 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
6010 · WATER SALES	226,091.49	241,872.13	-15,780.64	-6.5%
6030 · INTEREST INCOME	0.00	17,375.33	-17,375.33	-100.0%
6040 · OTHER INCOME	140.48	0.00	140.48	100.0%
Total Income	226,231.97	259,247.46	-33,015.49	-12.7%
Cost of Goods Sold				
7500 · WATER PURCHASED	145,117.04	138,049.34	7,067.70	5.1%
Total COGS	145,117.04	138,049.34	7,067.70	5.1%
Gross Profit	81,114.93	121,198.12	-40,083.19	-33.1%
Expense				
8200 · SUPPLIES				
8210 · OFFICE SUPPLIES & EQUIPMENT	29.93	2,037.85	-2,007.92	-98.5%
8220 · OPERATING SUPPLIES	0.00	10.54	-10.54	-100.0%
Total 8200 · SUPPLIES	29.93	2,048.39	-2,018.46	-98.5%
8300 · PURCHASED SERVICES				
8310 · COMMUNICATION AND POSTAGE	1,648.90	0.00	1,648.90	100.0%
8313 · ELM-UTILITIES UNDERGROUND	128.74	125.60	3.14	2.5%
8320 · PRINTING, FORMS, PRINTING SERVICE	787.95	0.00	787.95	100.0%
8339 · CERTIFICATION RENEWALS	105.00	0.00	105.00	100.0%
8351 · LEGAL FEES	0.00	1,800.00	-1,800.00	-100.0%
8355 · DATA PROCESSING SERVICES	358.86	0.00	358.86	100.0%
8360 · REPAIR & MAINT. CONTRACT SERVIC	807.30	1,055.28	-247.98	-23.5%
Total 8300 · PURCHASED SERVICES	3,836.75	2,980.88	855.87	28.7%
8600 · DEBT SERVICES				
8620 · INTEREST	0.00	770.49	-770.49	-100.0%
Total 8600 · DEBT SERVICES	0.00	770.49	-770.49	-100.0%
Total Expense	3,866.68	5,799.76	-1,933.08	-33.3%
Net Ordinary Income	77,248.25	115,398.36	-38,150.11	-33.1%
Net Income	77,248.25	115,398.36	-38,150.11	-33.1%

MARCH 2022 MANAGERS REPORT

1. **Two 12-year-old VFD drives failed during routine testing at St. Andrews pump station. The circuit boards failed and two new VFD drives were purchased and installed. The two older VFD's that failed will be sent in to be repaired/refurbished and will become spare/backups for future use and/or redundancy.**
2. **TV, speaker and camera were purchased for the board meetings for Zoom capabilities.**
3. **Annexation for Barrett Road Development. 10.77 acres to be annexed as this will be a private service line. Total for annexation is \$109,309.85. SDF fee to be determined by modeling currently underway.**
4. **Annexation for High Sierra 21st filing. 10.454 acres for total of \$105,910.15.**
5. **Annexation for Ed McCullough for 1228 Rawhide Strip 1.13 Acres \$11,469.91**
6. **All servicemen and myself have completed all necessary distribution operator CEC requirements for the next biennium.**
7. **Ordinance 001-22 to certify the annexations of 2021 to be signed to file with County and Secretary of State.**
8. **I have conducted interviews along with Suzie and Dianne to hire a treasurer/bookkeeper to fill Dianne's position as she is set to retire April 22nd. We have selected a candidate we think will work well and I am looking to have her start on the 21st to train with Dianne and Suzie for as long as possible before Dianne's retirement.**
9. **Emailed Jennifer Duray to get confirmation or denial of statements about rate increase to go into effect on July 1st 2022. No response as of yet.**
10. **Big Sky Exteriors is done residing/roofing the pump stations finally from the claims from the hail storm in 2019.**
11. **I have appointed Josh Simpson to the Assistant Manager position as he was the most qualified serviceman for the position. He officially assumed the position on March 7th. I have hired Derek Weis to fill Josh's position he will start on March 28th. I am interviewing and have candidates to hire for other servicemen positions. I would like to hire one more this year and an additional serviceman next year.**
12. **Investment paperwork from Stifel allowing the Manager to sign and authorize investments on behalf of the district.**



1540 Popelka Drive
Billings, MT 59105
406-252-0539

TO: Christi Jacobsen
Montana Secretary of State
P. O. Box 202801
Helena, MT 59620-2801

Jeff Martin
Yellowstone County Clerk and Recorder
County Courthouse
217 North 27th Street
Billings, MT 59101-1939

CERTIFICATION

The undersigned hereby certifies and declares that on the 16th day of March, 2022, the attached Ordinance No. 001-22 Confirming and Ratifying the District's Annexations of Properties into the District, which included the addition of certain lands into the County Water District of Billings Heights pursuant to Mont. Code Ann. § 7-13-2341, was unanimously approved by the board members for the County Water District of Billings Heights.

Dated: March 16th, 2022

By: _____
Ming Cabrera, President
County Water District of Billings Heights

Attest:

Secretary

Ordinance No. 001-22

ORDINANCE OF THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
CONFIRMING and RATIFYING ANNEXATIONS
OF PROPERTIES INTO THE DISTRICT

WHEREAS, the County Water District of Billings Heights (the “District”) is a duly formed water district and unit of local government/body politic under the laws of the State of Montana;

WHEREAS, pursuant to Mont. Code Ann. § 7-13-2341, and/or any preceding provision, upon petition of a property owner or owners holding property contiguous to the District and with written consent of all property owners to whom the service is to be extended, any portion of any county or municipality, or both, may be added to a water district;

WHEREAS, the owners of certain parcels of real property, more particularly described on attached Exhibit “A” (collectively the “Properties”), have petitioned for annexation and inclusion of those Properties into the District and for the receipt of water service(s) offered by the District and have satisfied the District’s requirements and applicable local, state and statutory law for being included within the District;

WHEREAS, the District acted, and included, the Properties within the District is providing services to the same, and wherein prior to including said Properties within the District, the District’s Board of Directors determined that the District had a water facility with a capacity greater than that required to meet the needs of the District as it existed at the time of each annexation;

WHEREAS, the Properties have been included as part of the District subject to the District’s rules, regulations, ordinances and resolutions, as may be amended from time to time; and;

WHEREAS, the District desires to confirm and ratify the annexations and/or additions of Properties into the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS of the County Water District of Billings Heights, Billings, Yellowstone County, Montana, as follows:

1. Pursuant to the petitions filed as provided in MCA Title 7, Chapter 13, Part 23, annexation of the following Properties into the County Water District of Billings Heights is hereby adopted, ratified and confirmed:

[See attached Exhibit “A”].

2. Said annexations have been approved subject to state and local law as well as the District’s rules, regulations and ordinances, as may be amended from time to time.

3. The officers of the District be, and they hereby are, authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

4. All orders, by-laws, resolutions and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repeal section shall not be construed to revive any order, by-law, resolution or ordinance, or part thereof, heretofore repealed.

5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

6. All procedures as required under MCA Title 7, Chapter 13, Part 23, have been duly and properly followed and taken.

7. This Ordinance is necessary for the orderly administration of the District and its inhabitants.

PASSED by the Board of Directors of the County Water District of Billings Heights and **APPROVED** this 16th day of March, 2022.

**COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS**

BY: _____
ITS: Board President

Attest:

Secretary

I. GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity clients. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth, and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity client (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity client (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form, will contain the identifying information of at least one individual (under section (ii), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

The financial institution may also ask to see a copy of a driver’s license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

Ming Cabrera, President

b. Name and Address of Legal Entity for Which the Account Is Being Opened:

County Water District of Billings Heights

1540 Popelka Billings, MT 59105

c. The following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

	Individual 1	Individual 2	Individual 3	Individual 4
Name	N/A	N/A	N/A	N/A
Date of Birth				
Address (Residential or Business Street Address)				
For U.S. Persons: Social Security Number				
For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹				

(If no individual meets this definition, please write "Not Applicable.")

¹ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.
(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name: Ming Cabrera

Title: President

Date of Birth: _____

Address (Residential or Business Street Address): _____

For U.S. Persons: Social Security Number: _____

For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number¹: _____

¹ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, Ming Cabrera *(name of natural person opening account)*, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: _____ Date: _____

Legal Entity Identifier: _____ (Optional)

STIFEL

ENTITY ACCOUNT RESOLUTION

- 501(c)(3) Non-Profit Corporation
 C Corporation
 Government Entity
 501(c)(3) Non-Profit Unincorporated
 S Corporation
 Other: _____

Stifel Use Only (NCOR) (CORP)
FA #: <u>M805</u>
Stifel Acct. #: <u>2491-9615</u>

To Stifel, Nicolaus & Company, Incorporated ("Stifel")

The undersigned corporation, association, or unincorporated entity ("Entity"), County Water District of Billings Heights,
(Entity)

by its President, Chairperson, Director, or other Authorized Officer, Ming Cabrera, President,
(Name and Title)

pursuant to the resolutions, a copy of which, certified by the President, Chairperson, Director, or other Authorized Officer, is annexed hereto, hereby authorizes you to open an account in the name of said Entity; and the undersigned represents that no one other than the undersigned has any interest in such account.

I further certify that by placing my initials here _____, I am also one of the individuals authorized to act on behalf of the Entity named herein.

By initialing here: _____, the undersigned further requests margin privileges for this account.

This authorization shall continue in force until revoked by the undersigned Entity by a written notice, addressed to you and delivered at your office at the address shown on the reverse.

I further certify that each of the following authorized individual(s) has been authorized to act on behalf of the Entity named herein:

<u>Ming Cabrera, President</u> (Name and Title)	_____	(Signature)
<u>Laura Drager, Treasurer</u> (Name and Title)	_____	(Signature)
<u>David Graves, Vice President</u> (Name and Title)	_____	(Signature)
<u>Peyton Brookshire, General Manager</u> (Name and Title)	_____	(Signature)

CERTIFIED COPY OF CERTAIN RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS WHEREBY THE ESTABLISHMENT AND MAINTENANCE OF SECURITY ACCOUNTS HAVE BEEN AUTHORIZED

RESOLVED

FIRST: That the above-named Authorized Individual(s) of this Entity, whether acting individually or collectively, are hereby authorized and empowered, for and on behalf of this Entity, to establish and maintain one or more accounts with Stifel, Nicolaus & Company, Incorporated ("Stifel") for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities, including, without limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, option warrants, options, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature, whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise, and any and all commodities and/or contracts for the future delivery thereof, whether represented by trust, participating and/or other certificates or otherwise, and to withdraw monies and/or wire funds.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the Authorized Individual(s) and/or agents of the Entity to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to Stifel with respect to said transactions; to bind and obligate the Entity to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any of the Authorized Individual(s) and/or agents of the Entity with or through Stifel; to order the transfer or delivery thereof to any other person, whatsoever, and/or to order

the transfer of record of any securities to any name selected by any of the Authorized Individual(s) or agents of the Entity; to affix the Entity seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Entity all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct Stifel to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things that any of the Authorized Individual(s) and/or agents of the Entity are hereby empowered to do, and take all action necessary in connection with the account, or considered desirable by the Authorized Individual(s) and/or agents of the Entity with respect thereto.

SECOND: That Stifel may deal with any and all of the Authorized Individual(s) and/or agents of the Entity directly or indirectly empowered by the foregoing resolution, as though they were dealing with the Entity directly.

THIRD: That the President, Chairperson, Director, or Other Authorized Officer of the Entity is hereby authorized, empowered, and directed to certify to Stifel:

- a) a true copy of these resolutions;
- b) specimen signatures of each and every person by these resolutions empowered; and
- c) a certificate (which, if required by Stifel, shall be supported by an opinion of the general counsel of the Entity, or other counsel satisfactory to Stifel) that the Entity is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That Stifel may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Stifel shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Entity or becomes an officer under some other title in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office or powers or person hereby empowered, the President, Chairperson, Director, or Other Authorized Officer shall certify such changes to Stifel in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregone resolutions and the certificates actually furnished to Stifel by the President, Chairperson, Director, or Other Authorized Officer of the Entity pursuant thereto are hereby made irrevocable until written notice of the revocation thereof shall have been received by Stifel.

SEVENTH: That if the Entity has elected to hold a margin account with Stifel, as evidenced in writing executed by the Authorized Individual(s), the Entity is authorized to borrow against the securities of the Entity as collateral for a loan with Stifel, and the Entity will pay in cash or by checks and/or drafts drawn upon the funds of the Entity such sums as may be necessary in connection with any of the said accounts to deliver securities to and deposit funds with Stifel, including for the purpose of meeting margin calls.

I further certify that the said Entity is duly organized and existing and has the power to take action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this

_____ day of _____, 20 _____

(President, Chairperson, Director, or Other Authorized Officer Signature)

Ming Cabrera, President

(Printed Name and Title)

EXHIBIT A

1. Hills Acreage Spring Tracts, Second Filing, Lot 1, Block 3, Yellowstone County, Montana.
2. C.O.S. 2012 AMD, PARCEL 5A-M-1-A, S02, T01 N, R26 E, Yellowstone County, Montana
3. C.O.S 631, Parcel 14C 1, Yellowstone County, Montana.
4. C.O.S 631 Parcel 14A 1, Yellowstone County, Montana.
5. C.O.S 631 Tract 14B, 3rd Amended, Yellowstone County, Montana.
6. High Sierra Subdivision, 10th Filing, Lot 2A-1 of amended plat 2A, Block 2, Marisela Sub, Yellowstone County, Montana.
7. Bitterroot Heights Subdivision, 3rd Filing, Tract 2A-1, C.O.S 3217 2nd Amended, Lot 1 Block 7 Bitterroot Heights Sub 2nd Filing, Yellowstone County, Montana
8. Cornerstone Meadows Subdivision, Lot 2A Amended, Yellowstone County, Montana
9. C.O.S 1160 2nd Amended, Lot 4A-1, Yellowstone County, Montana
10. 1637 Sagebrush Lane, S02, T01 N, R26 E, W2E2 LT 1, Yellowstone County, Montana
11. Spring Hills Acreage Tracts, Second Filing, Lot 8, Block 3, Yellowstone County, Montana
12. C.O.S 631 3rd Amended Plat, Tract 12 Amended, 1228 Rawhide Strip, Yellowstone County, Montana



1540 Popelka Drive
Billings, MT 59105
406-252-0539

TO: Christi Jacobsen
Montana Secretary of State
P. O. Box 202801
Helena, MT 59620-2801

Jeff Martin
Yellowstone County Clerk and Recorder
County Courthouse
217 North 27th Street
Billings, MT 59101-1939

CERTIFICATION

The undersigned hereby certifies and declares that on the 16th day of March, 2022, the attached Ordinance No. 001-22 Confirming and Ratifying the District’s Annexations of Properties into the District, which included the addition of certain lands into the County Water District of Billings Heights pursuant to Mont. Code Ann. § 7-13-2341, was unanimously approved by the board members for the County Water District of Billings Heights.

Dated: March 16th, 2022

By: _____
Ming Cabrera, President
County Water District of Billings Heights

Attest:

Pam Ellis, Recording Secretary

Ordinance No. 001-22

ORDINANCE OF THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
CONFIRMING and RATIFYING ANNEXATIONS
OF PROPERTIES INTO THE DISTRICT

WHEREAS, the County Water District of Billings Heights (the "District") is a duly formed water district and unit of local government/body politic under the laws of the State of Montana;

WHEREAS, pursuant to Mont. Code Ann. 7-13-2341, and/or any preceding provision, upon petition of a property owner or owners holding property contiguous to the District and with written consent of all property owners to whom the service is to be extended, any portion of any county or municipality, or both, may be added to a water district;

WHEREAS, the owners of certain parcels of real property, more particularly described on attached Exhibit "A" (collectively the "Properties"), have petitioned for annexation and inclusion of those Properties into the District and for the receipt of water service(s) offered by the District and have satisfied the District's requirements and applicable local, state and statutory law for being included within the District;

WHEREAS, the District acted, and included, the Properties within the District is providing services to the same, and wherein prior to including said Properties within the District, the District's Board of Directors determined that the District had a water facility with a capacity greater than that required to meet the needs of the District as it existed at the time of each annexation;

WHEREAS, the Properties have been included as part of the District subject to the District's rules, regulations, ordinances and resolutions, as may be amended from time to time; and;

WHEREAS, the District desires to confirm and ratify the annexations and/or additions of Properties into the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS of the County Water District of Billings Heights, Billings, Yellowstone County, Montana, as follows:

1. Pursuant to the petitions filed as provided in MCA Title 7, Chapter 13, Part 23, annexation of the following Properties into the County Water District of Billings Heights is hereby adopted, ratified and confirmed:

[See attached Exhibit "A"].

2. Said annexations have been approved subject to state and local law as well as the District's rules, regulations and ordinances, as may be amended from time to time.

3. The officers of the District be, and they hereby are, authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

4. All orders, by-laws, resolutions and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repeal section shall not be construed to revive any order, by-law, resolution or ordinance, or part thereof, heretofore repealed.

5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

6. All procedures as required under MCA Title 7, Chapter 13, Part 23, have been duly and properly followed and taken.

7. This Ordinance is necessary for the orderly administration of the District and its inhabitants.

PASSED by the Board of Directors of the County Water District of Billings Heights and APPROVED this 16th day of March, 2022.

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

BY:

Board President, Ming Cabrera Attest:

Recording Secretary, Pam Ellis

APPENDIX A TO S 1010.230 CERTIFICATION

EXHIBIT A

1. Hills Acreage Spring Tracts, Second Filing, Lot 1, Block 3, Yellowstone County, Montana.
2. C.O.S. 2012 AMD, PARCEL 5A-M-I-A, S02, TOI N, R26 E, Yellowstone County, Montana
3. C.O.S 631, Parcel 14C 1, Yellowstone County, Montana.
4. C.O.S 631 Parcel 14A 1, Yellowstone County, Montana.
5. C.O.S 631 Tract 14B, 3rd Amended, Yellowstone County, Montana.
6. High Sierra Subdivision, 10th Filing, Lot 2A-1 of amended plat 2A, Block 2, Marisela Sub, Yellowstone County, Montana.
7. Bitterroot Heights Subdivision, 3rd Filing, Tract 2A-1, C.O.S 3217 2nd Amended, Lot 1 Block 7 Bitterroot Heights Sub 2nd Filing, Yellowstone County, Montana
8. Cornerstone Meadows Subdivision, Lot 2A Amended, Yellowstone County, Montana
9. C.O.S 1160 2nd Amended, Lot 4A-1, Yellowstone County, Montana
10. 1637 Sagebrush Lane, S02, TOI N, R26 E, W2E2 LTI, Yellowstone County, Montana
11. Spring Hills Acreage Tracts, Second Filing, Lot 8, Block 3, Yellowstone County, Montana
12. C.O.S 631 3rd Amended Plat, Tract 12 Amended, 1228 Rawhide Strip, Yellowstone County, Montana



1540 Popelka Drive
Billings, MT 59105

Phone: 252-0539

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated § 7-13-2341, and on the following terms and conditions:

1. Property Description. This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):

[SEE ATTACHED EXHIBIT "A"]

2. Annexation Submittal Package. In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):

- A. Complete legal description of the Property, including a metes and bounds description;**
- B. Proposed plat of the Property in letter or legal size.**
- C. Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;**
- D. The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and**
- E. Buy-In Fee.**

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

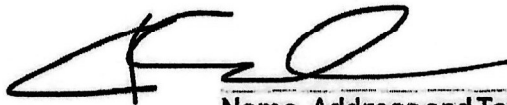
3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally Monday through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete. Submission of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District, as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated § 7-13-2341.

4. Hydraulic Modeling and Analysis. By filing this Petition and Submittal Package, the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis, whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees.

5. Annexation Agreement. In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property, the Owner hereby agrees to be bound by the rules, regulations, ordinances, resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6. Water Main Extension Agreement. In the event the District, in its discretion, determines that a water main extension is necessary, the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. Buy-In Fees. All buy-in fees are payable in advance when the Petition is returned to the District Office signed by all landowners.



Name, Address and Telephone No.

Cal Kunkel 2729 ASPEN WY

Name, Address and Telephone No.

Biggs, ME 59106 (406) 894-2111

Name, Address and Telephone No.

Name, Address and Telephone No.

"Owner"

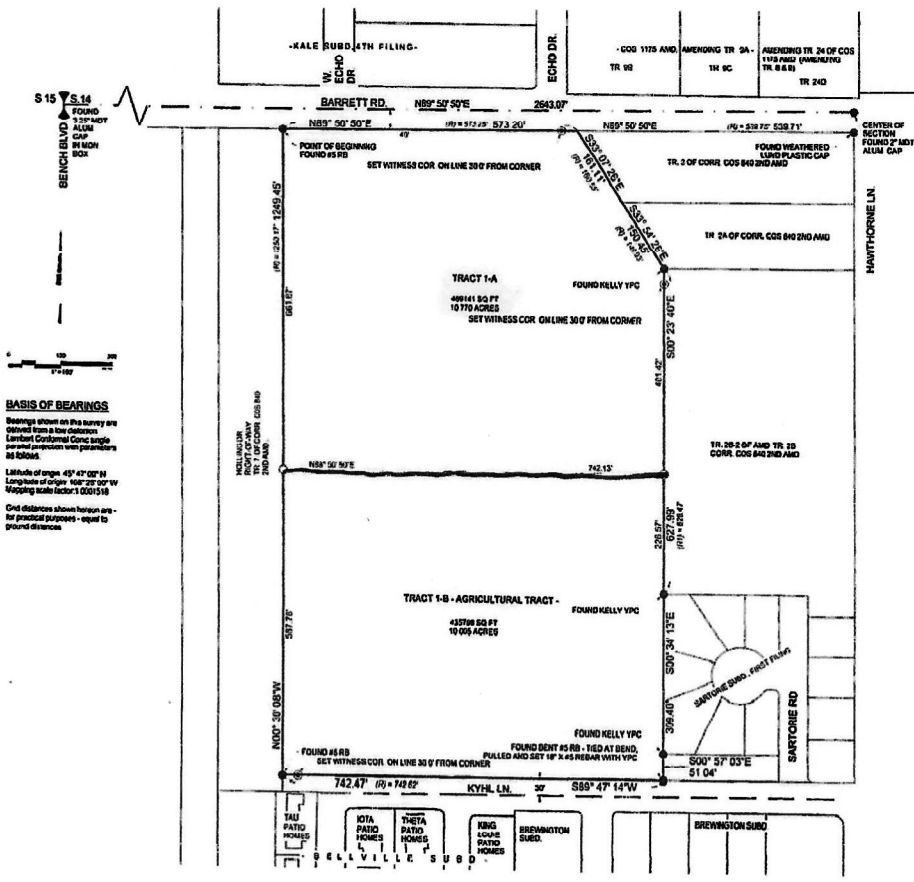
*NOTE: If property is jointly owned, all owners must sign this Petition.

ALL ITEMS BELOW SHALL BE COMPLETED BY THE DISTRICT

Date Submitted: 3/11/22
Received by: OPB
Petition Number: 003-22
Fee Paid: 11,709,309.85

AMENDED TRACT 1 OF THE CORRECTED CERTIFICATE OF SURVEY NO. 840, SECOND AMENDED LOCATED IN SW 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: WILLIAM AND LOUISE SCHULTZ LIVING TRUST
PREPARED BY: PERFORMANCE ENGINEERING
PREPARED DATE: FEBRUARY 2018
PURPOSE: CREATE PARCEL FOR AGRICULTURAL PURPOSES



BASIS OF BEARINGS
Bearings shown on this survey are obtained from a true celestial Lambert Conformal Conic single meridian projection using geodesic as follows:
Latitude of origin: 49° 47' 00" N
Longitude of origin: 109° 27' 00" W
Mapping scale factor: 1.0001518
Grid distances shown herein are for practical purposes - equal to ground distances.

- LEGEND**
- FOUND POINT AS DESCRIBED
 - SET 1/2" X 8" REBAR WITH VPC MARKED "VPC 280004"
 - WITNESS CORNER, SET 2" ALUM CAP ON 1/2" X 8" REBAR, MARKED WITH DISTANCE TO CORNER
 - (R) = 899.97 RECORD DISTANCE SHOWN ON CORR. COB 840, 2ND AMD
 - (R) = 920.97 RECORD DISTANCE SHOWN ON AMD TR. 28, CORR. COB 840, 2ND AMD
 - COB CERTIFICATE OF SURVEY
 - YPC YELLOW PLASTIC CAP
 - RB REBAR
 - MDT MONTANA DEPARTMENT OF TRANSPORTATION

LEGAL DESCRIPTION

Tract 1 of the Corrected Certificate of Survey No. 840, Second Amended, on the 88 Document No. 811864 in the Yellowstone County Clerk and Recorder's Office

CERTIFICATE OF EXEMPTION

I hereby certify that the purpose of this division of land is to create Tract 1-B, as shown on this certificate of survey, which is to be used for agricultural purposes only, and that this exemption complies with all conditions imposed on its use. Therefore, this survey is exempt from review as a subdivision pursuant to the Subdivision Act, and the Yellowstone County Subdivision Regulations. It also hereby certifies a covenant, to run with the land, that Tract 1-B shall be used exclusively for agricultural purposes only. No building or structure requiring water or sewer facilities shall be situated on Tract 1-B. This covenant is irrevocable only by the mutual consent of the governing body and the property owner.

Furthermore, the survey is exempt from review by the Department of Environmental Quality under 17-26-0902(1) A & B, since Tract 1-B and Tract 1-A have no potential for water supply, measurement disposal, storm drain usage, or solid waste disposal, and no facilities will be constructed on the parcel.

William Schultz 5-22-18
Signature - William Schultz, Trustee, William and Louise Schultz Living Trust

STATE OF MONTANA
COUNTY of Yellowstone
On the 22 day of May, 2018, before me, a Notary Public in and for the State of MONTANA, personally appeared William Schultz, known to me to be a trustee of the William and Louise Schultz Living Trust, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and the seal of my office and the date hereon above written.

James Frank
Notary Public for the State of Montana
My Commission Expires December 31, 2021

Louise Schultz 5-22-18
Signature - Louise Schultz, Trustee, William and Louise Schultz Living Trust

STATE OF MONTANA
COUNTY of Yellowstone
On the 22 day of May, 2018, before me, a Notary Public in and for the State of MONTANA, personally appeared Louise Schultz, known to me to be a trustee of the William and Louise Schultz Living Trust, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and the seal of my office and the date hereon above written.

James Frank
Notary Public for the State of Montana
My Commission Expires December 31, 2021

CERTIFICATE OF CITY-COUNTY HEALTH DEPARTMENT

This Certificate of Survey has been reviewed and approved by the Yellowstone County Health Department on 5/22/18
Yellowstone City-County Health Dept. (D&A Nurse/Health) Date

COUNTY ATTORNEY'S OFFICE

This document has been reviewed by the County Attorney's Office and is acceptable to them.
Dated this 22nd day of May, 2018
Reviewed by *[Signature]*

COUNTY TREASURER

This survey, pursuant to Section 78-3-207(2) MCA, that the accompanying ad valorem taxes have been duly assessed and that all real property taxes and special assessments assessed and levied on the land have been paid.
Dated this 22nd day of May, 2018.

Yellowstone County Treasurer
By: *[Signature]*

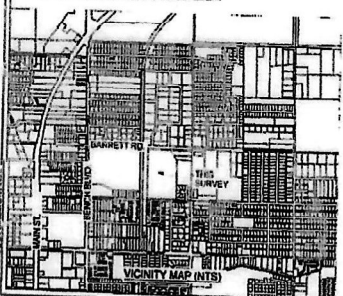
CERTIFICATE OF SURVEYOR

I, Zachary O. Hunter, a Montana Licensed Surveyor, hereby certify this survey was performed under my supervision and in accordance with the provisions of the Montana Subdivision and Platting Act and the Yellowstone County Occurrence Regulations.

Zachary O. Hunter 5-22-18
Montana License No. 29000



CSA 3854104
MONTANA PROFESSIONAL SURVEYOR



7100 CUMMINGS AVE. SUITE 4
BILLINGS, MT 59103 OFFICE: 406-384-0000
www.performance-ec.com

PERFORMANCE ENGINEERING

SHEET 1 OF 1

DRAWN BY: ZH CHECKED BY: WH DATE: 5/22/18 COPYRIGHT 2018



Resolution 008-22 to Authorize ANNEXATION FOR BARRETT ROAD DEVELOPMENT, 10.77 ACRES TO BE ANNEXED AS THIS WILL BE A PRIVATE SERVICE LINE. TOTAL FOR ANNEXATION IS \$109,309.85. SDF FEE TO BE DETERMINED BY MODELING CURRENTLY UNDERWAY

WHEREAS, the County Water District of Billings Height Board consider written and spoken testimony at a meeting of the County Water District of Billings Heights Water Board on March 16, 2022,

The Board authorized annexation of the Barrett Road Development, 10.77 acres as a private service line. Total for annexation is \$109,309.85. System Development Fee to be determined by the modeling currently underway.

That, the President of the County Water District of Billings Heights, sign the resolution on behalf of the board.

Signed: _____

Ming Cabrera, President

Date: March 16, 2022

Attested: _____

Pam Ellis, Recording Secretary

Ordinance No. 002-22

ORDINANCE OF THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
AUTHORING ANNEXATION FOR BARRETT ROAD DEVELOPMENT,
10.77 ACRES TO BE ANNEXED Fees Paid \$109,309.85. SDF FEE TO BE
DETERMINED BY MODELING CURRENTLY UNDERWAY

WHEREAS, the County Water District of Billings Heights (the "District") is a duly formed water district and unit of local government/body politic under the laws of the State of Montana;

WHEREAS, pursuant to Mont. Code Ann. 7-13-2341, and/or any preceding provision, upon petition of a property owner or owners holding property contiguous to the District and with written consent of all property owners to whom the service is to be extended, any portion of any county or municipality, or both, may be added to a water district;

WHEREAS, the owners of certain parcels of real property, more particularly described on attached Exhibit "A" (collectively the "Properties"), have petitioned for annexation and inclusion of those Properties into the District and for the receipt of water service(s) offered by the District and have satisfied the District's requirements and applicable local, state and statutory law for being included within the District;

WHEREAS, the District acted, and included, the Properties within the District is providing services to the same, and wherein prior to including said Properties within the District, the District's Board of Directors determined that the District had a water facility with a capacity greater than that required to meet the needs of the District as it existed at the time of each annexation;

WHEREAS, the Properties have been included as part of the District subject to the District's rules, regulations, ordinances and resolutions, as may be amended from time to time; and;

WHEREAS, the District desires to confirm and ratify the annexations and/or additions of Properties into the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS of the County Water District of Billings Heights, Billings, Yellowstone County, Montana, as follows:

1. Pursuant to the petitions filed as provided in MCA Title 7, Chapter 13, Part 23, annexation of the following Properties into the County Water District of Billings Heights is hereby adopted, ratified and confirmed:

[See attached Exhibit "A"].

2. Said annexations have been approved subject to state and local law as well as the District's rules, regulations and ordinances, as may be amended from time to time.

3. The officers of the District be, and they hereby are, authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

4. All orders, by-laws, resolutions and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repeal section shall not be construed to revive any order, by-law, resolution or ordinance, or part thereof, heretofore repealed.

5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

6. All procedures as required under MCA Title 7, Chapter 13, Part 23, have been duly and properly followed and taken.

7. This Ordinance is necessary for the orderly administration of the District and its inhabitants.

PASSED by the Board of Directors of the County Water District of Billings Heights and APPROVED this 16th day of March, 2022.

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

BY:

Board President, Ming Cabrera Attest:

Recording Secretary, Pam Ellis

EXHIBIT A



Phone: 252-0539

1540 Popelka Drive
Billings, MT 59105

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated 5 7-13-2341, and on the following terms and conditions:

1. **Property Description.** This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):
[SEE ATTACHED EXHIBIT "A"]

2. **Annexation Submittal Package.** In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):

- A.** Complete legal description of the Property, including a metes and bounds description;
- B.** Proposed plat of the Property in letter or legal size.
- C.** Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;
- D.** The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and
- E.** Buy-In Fee.

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally

Monday through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete. Submission of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District, as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated 5 7-13-2341.

4, Hydraulic Modeling Analysis, By filing this Petition and Submittal Package. the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis. whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees.

5. Annexation Agreement. In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property, the Owner hereby agrees to be bound by the rules, regulations, ordinances, resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6. Water-Main Extension Agreement. In the event the District, in its discretion, determines that a water main extension is necessary, the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. Buy-In Fees. All buy-in fees are payable in advance when the Petition is returned to the District Office signed by all Landowners.



Name, Address and Telephone No.

Za/- Kunkel 27z\$ — ASPEN

Name, Address and Telephone No.

B/P/

(41%) 9M-z///

Name, Address and Telephone No.

Name, Address and Telephone No.

"Owner"

*NOTE: If property is jointly owned, all owners must sign this Petition.

ALL ITEMS BELOW SHALL BE

COMPLETED
BY THE
DISTRICT

Date Submitted:

3/11/22
OLB

Received by:

COB-22

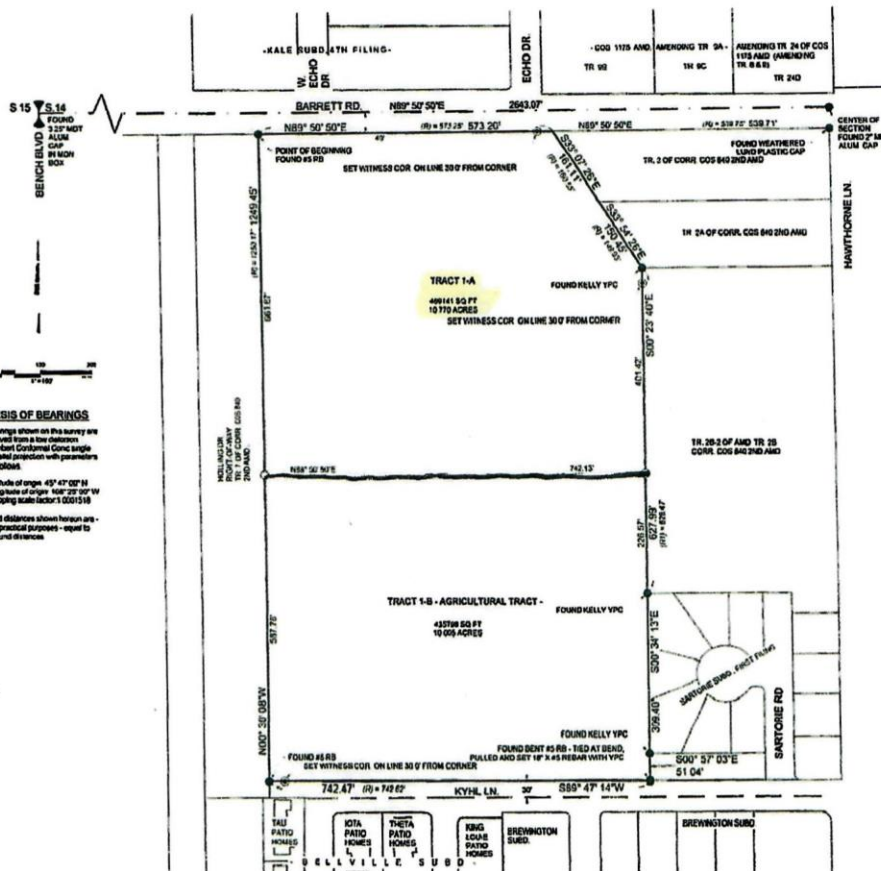
Petition Number:

11 709,309.85

Fee Paid:

AMENDED TRACT 1 OF THE CORRECTED CERTIFICATE OF SURVEY NO. 840, SECOND AMENDED LOCATED IN SW 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: WILLIAM AND LOUISE SCHULTZ LIVING TRUST
PREPARED BY: PERFORMANCE ENGINEERING
PREPARED DATE: FEBRUARY 2018
PURPOSE: CREATE PARCEL FOR AGRICULTURAL PURPOSES



BASIS OF BEARINGS
Bearings shown on this survey are obtained from a true meridian. Lambert Conformal Conic single standard projection with parameters as follows:
Latitude of origin: 47° 47' 00" N
Longitude of origin: 109° 27' 30" W
Spheroid: GRS 80
Datum: NAD 83
Grid distances shown herein are for practical purposes - equal to ground distances

- LEGEND**
- FOUND POINT AS DESCRIBED
 - SET 1" X 8" IRON WITH YPC MARKED "PC 2890214"
 - ⊙ WITNESS CORNER - SET 2" ALUM CAP ON 1" X 8" IRON MARKED WITH DISTANCE TO CORNER
 - (P) = 199 FF RECORD DISTANCE SHOWN ON CORR. COS 845, 2ND AMD
 - (P) = 199 FF RECORD DISTANCE SHOWN ON AMO TR. 28, CORR. COS 845 2ND AMD
 - CCS CERTIFICATE OF SURVEY
 - YPC YELLOW PLASTIC CAP
 - RS REBAR
 - MDT MONTANA DEPARTMENT OF TRANSPORTATION

LEGAL DESCRIPTION

Tract 1 of the Corrected Certificate of Survey No. 840, Second Amended, on this Document No. 811884 in the Yellowstone County Clerk and Recorder's Office.
Said tract contains 20 775 acres, more or less.
Said tract is subject to all easements and rights of way.

CERTIFICATE OF EXEMPTION

I hereby certify that the purpose of this division of land is to create Tract 1-B, as shown on this certificate of survey, which is to be used for agricultural purposes only, and that this exemption complies with all conditions imposed on it by law. Therefore this survey is exempt from review as a subdivision pursuant to RC 2-201(1)(b) M.C.A. and the Yellowstone County Subdivision Regulations. We also hereby enter a covenant, to run with the land, that Tract 1-B as shown herein, will be used exclusively for agricultural purposes only. No building or structure requiring either or several facilities shall be sited on Tract 1-B. This covenant is irrevocable only by the mutual consent of the governing body and the property owner.

Furthermore, this survey is exempt from review by the Department of Environmental Quality under 17-26-1002(2)(a) M.C.A. since Tract 1-B and Tract 1-B have no address for water supply, wastewater disposal, storm drainage, or solid waste disposal, and no facilities will be constructed on the parcel.

William Schultz 5-22-18
Signature - William Schultz, Trustee, William and Louise Schultz Living Trust Date

STATE OF MONTANA

COUNTY OF Yellowstone

On the 22 day of May 2018 before me, a Notary Public in and for the State of MONTANA, personally appeared Louise Schultz, known to me to be the wife of William and Louise Schultz Living Trust, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and the seal of the State of Montana on this day and year herein above written.

Theresa Frank
Notary Public in and for the State of MONTANA

Theresa Frank
My commission expires

Louise Schultz
Signature - Louise Schultz, Trustee, William and Louise Schultz Living Trust Date

STATE OF MONTANA

COUNTY OF Yellowstone

On the 22 day of May 2018 before me, a Notary Public in and for the State of MONTANA, personally appeared Louise Schultz, known to me to be the wife of William and Louise Schultz Living Trust, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and the seal of the State of Montana on this day and year herein above written.

Theresa Frank
Notary Public in and for the State of MONTANA

Theresa Frank
My commission expires

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

This Certificate of Survey has been reviewed and approved by the Yellowstone City/County Health Department.
William Schultz 5-22-18
Yellowstone City/County Health Dept. (CWA Yellowstone Health)

COUNTY ATTORNEY'S OFFICE

This document has been reviewed by the County Attorney's office and is acceptable as to form.

Filed the 22 day of May 2018

Reviewed by *[Signature]*

COUNTY TREASURER

I hereby certify, pursuant to Section 10-3-201(2) M.C.A. that the accompanying ad valorem taxes have been duly assessed and that all real property taxes and special assessments assessed and levied on the land herein have been paid.

Dated the 22 day of May 2018

Yellowstone County Treasurer
[Signature]

CERTIFICATE OF SURVEYOR

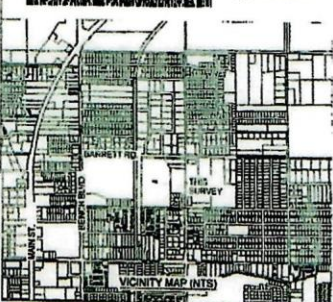
I, Zachary O. Hestler, a Montana Licensed Surveyor, hereby certify this survey was performed under my supervision and in accordance with the provisions of the Montana Subdivision and Platting Act and the Yellowstone County Subdivision Regulations.

Zachary Hestler 5-22-18

Surveyor License No. 23000



CSA 3854104
MC-385410.5



170 COMMERCIAL AVE., SUITE 4
BILLINGS, MT 59102 OFFICE: 406-394-0000
www.performanceeng.com

PERFORMANCE ENGINEERING

1 OF 1

DATE: 05/22/18 CHECKED BY: WAO DATE: 05/22/18

COPYRIGHT 2018

DISTRICT



Phone: 252-0539
 Fax: 2520518

1540 Popefka Drive
 Billings. MT 59105

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated 5 7-13-2341, and on the following terms and conditions:

1. Property Description. This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):

(SEE ATTACHED EXHIBIT "A")

2. Annexation Submittal Package. In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):

- A. Complete legal description of the Property, including a metes and bounds description;
- B. Proposed plat of the Property in letter or legal size.
- c. Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;
- D. The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and
- E. Buy-in Fee.

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally Monday through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete.



Submission of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District. as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated 5 7-13-2341.

4. Hydraulic Modeling and Analysis, By filing this Petition and Submittal Package, the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis. whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees.

5. Annexation Agreement, In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property. the Owner hereby agrees to be bound by the rules, regulations, ordinances. resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6, Water Main Extension Agreement, In the event the District, in its discretion, determines that a water main extension is necessary, the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. Buyr.ln.Fees. All buy-in fees are payable in advance when the Petition is returned to the District Office signed by all landowners,

	Edward McCullough	406-670-
	Name, Address and Telephone No.	3 3222
	Martha McCullough	860-870
	Name, Address and Telephone No.	5665

Name, Address and Telephone Nov

Name, Address and Telephone No.

"Owner"

*NOTE: If property is jointly owned, all owners must sign this Petition.

ALL ITEMS BELOW SHALL BE

COMPLETED BY THE DISTRICT

Date Submitted: 2/28/2022

Received by: OPJ

Petition Number: _____

Fee Paid: 11,468.91

AMENDING TRACT 12 OF
THE 3RD AMENDED PLAT OF
CERTIFICATE OF SURVEY NO. 631
LOCATED IN THE SE1/4 OF SEC. 2 & NE1/4 SEC. 11, T. 1N., R-26E, P.M.M.
YELLOWSTONE COUNTY, MONTANA

FOR: EDWARD R & MARTHA M MCCULLOUGH BY: VANGO ARCHITECTS PLLC
APRIL 25, 2021 SCALE 1" = 50'

CERTIFICATE OF SURVEY

STATE OF MONTANA
COUNTY OF YELLOWSTONE) ss

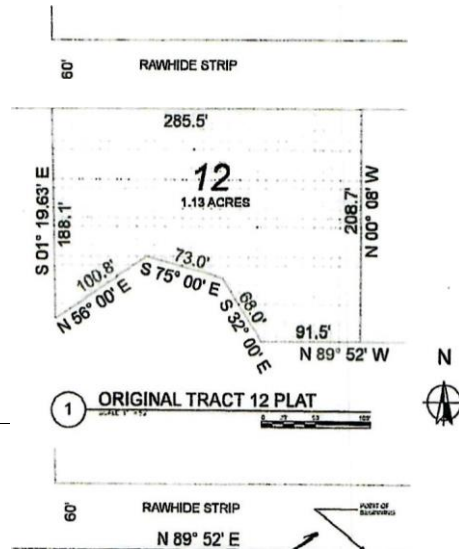
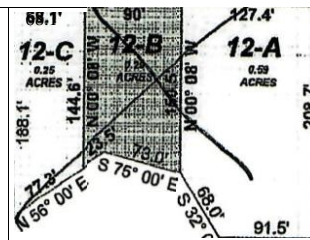
N 89° 52' E

THIS IS TO CERTIFY THAT VAN DANE HAGESTAD: REGISTERED ARCHITECT NO. ARC-ARC-LIC-2900, SAYS THAT IN THE MONTH OF 285.5' APRIL, ANEW SWDIVIDED PLAT BE CREATED FOR THE EXISTING TRACT 12 LOCATED IN THE SE1/4 OF SEC. 2 & NE1/4 SEC. 11, T.

IN. R-26E. P.M.M. IN YELLOWSTONE COUNTY, MONTANA, AT THE REQUEST OF THE LAND OWNER. THE AFORMENTIONED TRACT 12 IS SUB-DIVIDED INTO 3 SEPARATE TRACTS STARTING AT THE NORTHEAST CORNER AND LOCATING TWO NEW PROPERTY LINES, PARALLEL TO THE EAST TRACT 12 PROPERTY LINE (N 00° 0' W) AND

RUNNING FROM NORTH PROPERTY LINE TO SOUTH PROPERTY LINE(S) THENCE N 00° 08' W, A DISTANCE OF 150.5 FEET AND 127.4 FEET FROM POINT OF BEGINNING, THENCE N 00°

08' W, A DISTANCE OF 144.6 FEET AND 217.4 FEET FROM POINT OF BEGINNING. THESE 2 NEW PROPERTY LINES SUB-DIVIDE ORIGINAL TRACT 12 INTO 3 ACRES), 12-8 (0.29 ACRES) HEREIN. CURRENT OWNER OF NEW TRACTS. EXISTING



NEW TRACTS LABELED 12-A (0.59 AND 12-C (0.25 ACRES). SEE FIGURE 2 CONTAINED TRACT 12 RETAINS OWNERSHIP OF ALL THREE RESIDENCE IS LOCATED IN NEWTRACT 12-B.

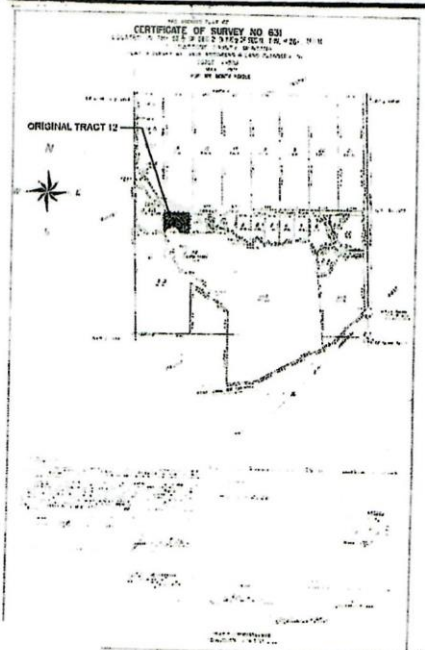
I HEREBY CERTIFY THAT THE PURPOSE FOR THIS DIVISION OF TOTAL (ORIGINAL ACREAGE:TRACT 12 1.13 ACRES) N 89° 52' W LAND IS TO DIVIDE THE TRACT 12 INTO SUB-TRACTS 12-A, 12-B, AND 12-C IN ORDER TO MAKE IMPROVEMENTS AND ADD NEW TRACTS AFTER SUB-DIVIDING TRACT 12:

SERVICES TO THE SPECIFIC SUB-TRACT 12-8 (LOCATION OF 12.B= 12-A= 0.59 0.29 ACRES ACRES
CURRENT RESIDENCE) AND THE NEW ASSOCIATED ACREAGE OF 0.29 ACRES.

12-C = 0.25 ACRES
TOTAL = 1.13 ACRES

OWNER(S) _____

3 MINOR SUB-DIVISION PLAT



MINOR SUB-DIVISION



MCCULLOUGH TRACT 12 SUBDIVIDING
1234 RAVINE STRIP
ESTABLISH MT



1-1
CURRENT RESIDENCE) AND THE NEW ASSOCIATED ACREAGE 12-C= 0.25 ACRES



1540 Popelka Drive
Billings, MT 59105

Phone: 252-0539

Fax: 252-0518

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated § 7-13-2341, and on the following terms and conditions:

1. **Property Description.** This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):

[SEE ATTACHED EXHIBIT "A"]

2. **Annexation Submittal Package.** In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):

- A. Complete legal description of the Property, including a metes and bounds description;
- B. Proposed plat of the Property in letter or legal size.
- C. Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;
- D. The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and
- E. Buy-In Fee.

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally Monday through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete. Submission of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District, as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated § 7-13-2341.

4. Hydraulic Modeling and Analysis. By filing this Petition and Submittal Package, the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis, whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees.

5. Annexation Agreement. In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property, the Owner hereby agrees to be bound by the rules, regulations, ordinances, resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6. Water Main Extension Agreement. In the event the District, in its discretion, determines that a water main extension is necessary, the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. Buy-In Fees. All buy-in fees are payable in advance when the Petition is returned to the District Office signed by all landowners.

[Signature]
Name, Address and Telephone No.

Gary Oakland
Name, Address and Telephone No.

175 N 27th Street Ste 900
Name, Address and Telephone No.

Bigs, MT 59101 248-3644
Name, Address and Telephone No.

"Owner"

*NOTE: If property is jointly owned, all owners must sign this Petition.

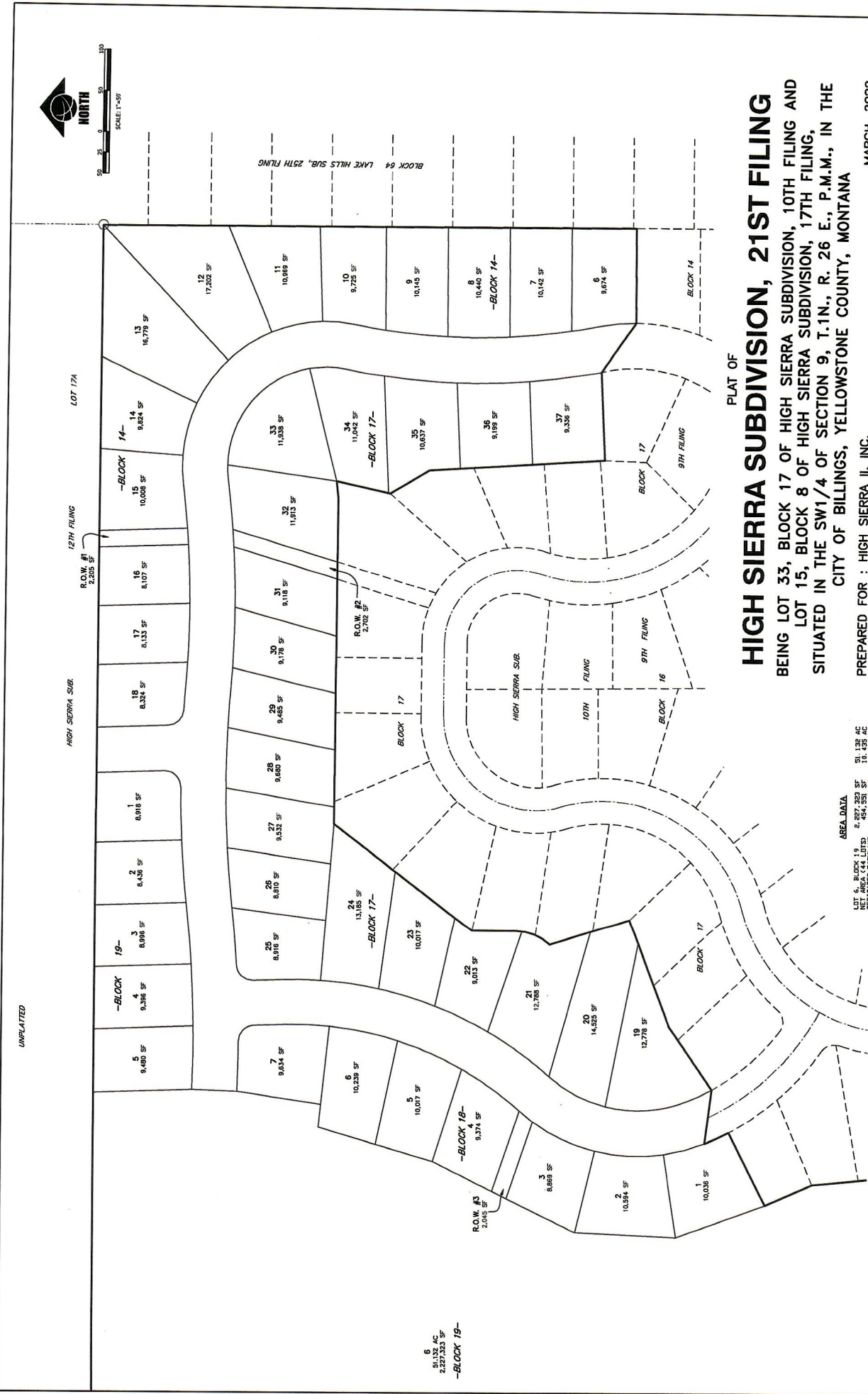
ALL ITEMS BELOW SHALL BE
COMPLETED BY THE DISTRICT

Date Submitted: 3/14/22

Received by: DPB

Petition Number: 004-22

Fee Paid: \$105,910.35



PLAT OF

HIGH SIERRA SUBDIVISION, 21ST FILING

BEING LOT 33, BLOCK 17 OF HIGH SIERRA SUBDIVISION, 10TH FILING AND
 LOT 15, BLOCK 8 OF HIGH SIERRA SUBDIVISION, 17TH FILING,
 SITUATED IN THE SW1/4 OF SECTION 9, T.1N., R. 26 E., P.M.M., IN THE
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.
 PREPARED BY : SANDERSON STEWART

MARCH, 2022
 BILLINGS, MONTANA

SHEET 3 OF 3
 3/1/22

AREA DATA

LOT 6, BLOCK 19	51,132 AC
LOT 15, BLOCK 8	2,227,333 SF
LOT 33, BLOCK 17	10,438 AC
LOT 14, BLOCK 14	6,974 SF
LOT 15, BLOCK 8	6,958 SF
LOT 33, BLOCK 17	11,913 SF
LOT 14, BLOCK 14	2,712 AC
GROSS AREA	2,896,959 SF
	64,439 AC

6
 51,132 AC
 2,227,333 SF
 -BLOCK 19-



Resolution 009-22 to Authorize ANNEXATION FOR HIGH SIERRA 21ST FILING. 10.454 ACRES FOR TOTAL OF \$105,910.15

WHEREAS, the County Water District of Billings Height Board consider written and spoken testimony at a meeting of the County Water District of Billings Heights Water Board on March 16, 2022,

The Board authorized annexation of the High Sierra, 21st filing, 10.454 acres, for a total of \$105,910.15.

That, the President of the County Water District of Billings Heights, sign the resolution on behalf of the board.

Signed: _____

Ming Cabrera, President

Date: March 16, 2022

Attested: _____

Pam Ellis, Recording Secretary

Ordinance No. 003-22

ORDINANCE OF THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
ANNEXATION FOR HIGH SIERRA 21ST FILING. 10.454 ACRES FOR
TOTAL OF \$105,910.15

WHEREAS, the County Water District of Billings Heights (the "District") is a duly formed water district and unit of local government/body politic under the laws of the State of Montana;

WHEREAS, pursuant to Mont. Code Ann. 7-13-2341, and/or any preceding provision, upon petition of a property owner or owners holding property contiguous to the District and with written consent of all property owners to whom the service is to be extended, any portion of any county or municipality, or both, may be added to a water district;

WHEREAS, the owners of certain parcels of real property, more particularly described on attached Exhibit "A" (collectively the "Properties"), have petitioned for annexation and inclusion of those Properties into the District and for the receipt of water service(s) offered by the District and have satisfied the District's requirements and applicable local, state and statutory law for being included within the District;

WHEREAS, the District acted, and included, the Properties within the District is providing services to the same, and wherein prior to including said Properties within the District, the District's Board of Directors determined that the District had a water facility with a capacity greater than that required to meet the needs of the District as it existed at the time of each annexation;

WHEREAS, the Properties have been included as part of the District subject to the District's rules, regulations, ordinances and resolutions, as may be amended from time to time; and;

WHEREAS, the District desires to confirm and ratify the annexations and/or additions of Properties into the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS of the County Water District of Billings Heights, Billings, Yellowstone County, Montana, as follows:

1. Pursuant to the petitions filed as provided in MCA Title 7, Chapter 13, Part 23, annexation of the following Properties into the County Water District of Billings Heights is hereby adopted, ratified and confirmed:

[See attached Exhibit "A"].

2. Said annexations have been approved subject to state and local law as well as the District's rules, regulations and ordinances, as may be amended from time to time.

3. The officers of the District be, and they hereby are, authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

4. All orders, by-laws, resolutions and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repeal section shall not be construed to revive any order, by-law, resolution or ordinance, or part thereof, heretofore repealed.

5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

6. All procedures as required under MCA Title 7, Chapter 13, Part 23, have been duly and properly followed and taken.

7. This Ordinance is necessary for the orderly administration of the District and its inhabitants.

PASSED by the Board of Directors of the County Water District of Billings Heights and APPROVED this 16th day of March, 2022.

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

BY:

Board President, Ming Cabrera Attest:

Recording Secretary, Pam Ellis

EXHIBIT A



Phone: 252-0539 Fax: 252-0518

1540 Popelka Drive

Billings, MT 59105

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated 5 7-13-2341, and on the following terms and conditions:

1. **Property Description.** This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):

[SEE ATTACHED EXHIBIT "A"]

2. **Annexation Submittal Package.** In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):

A. Complete legal description of the Property, including a metes and bounds description;

B. Proposed plat of the Property in letter or legal size.

ic. Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;

D. The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and

E. Buy-In Fee.

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally Monday

through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete. Submission of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District, as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated 5 7-13-2341.

4. Hydraulic Modeling and Analysis By filing this Petition and Submittal Package, the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis, whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees.

5. Annexation Agreement In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property, the Owner hereby agrees to be bound by the rules, regulations, ordinances, resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6. Water Main Extension Agreement. In the event the District, in its discretion, determines that a water main extension is necessary, the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. Buy-in Fees All buy-in fees are payable in advance when returned to the District Office signed by all landowners.

are payable in advance when the Petition is returned to landowners.


Name, Address and Telephone No.

(gut Q/q/cad_____)

Name, Address and Telephone No. U.7_5

N 27th Street Ste 900

Name, Address and Telephone No.

Bigs, MT 59101 248-3644
Name, Address and Telephone No.

"Owner"

*NOTE: If property is jointly owned, all owners must sign this Petition.

ALL ITEMS BELOW SHALL BE COMPLETED BY THE DISTRICT

Date Submitted: 3/14/22
Received by: DPB
Petition Number: 004-22
Fee Paid: \$105,910.38

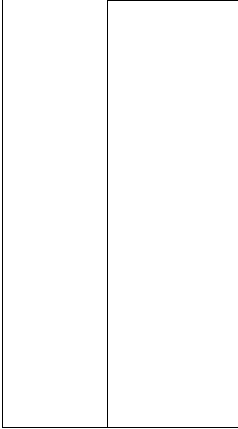
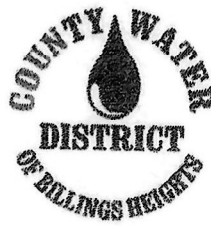


圖 2. 二洋 6TV80.0



Phone: 252-0539
Fax: 252-0518

1540 Popelka Drive
Billings, MT 59105

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated § 7-13-2341, and on the following terms and conditions:

1. Property Description. This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):

[SEE ATTACHED EXHIBIT "A"]

2. Annexation Submittal Package. In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):

- A. Complete legal description of the Property, including a metes and bounds description;**
- B. Proposed plat of the Property in letter or legal size.**
- C. Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;**
- D. The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and**
- E. Buy-In Fee.**

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally Monday through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete. Submission of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District, as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated § 7-13-2341.

4. **Hydraulic Modeling and Analysis.** By filing this Petition and Submittal Package, the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis, whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees.

5. **Annexation Agreement.** In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property, the Owner hereby agrees to be bound by the rules, regulations, ordinances, resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6. **Water Main Extension Agreement.** In the event the District, in its discretion, determines that a water main extension is necessary, the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. **Buy-In Fees.** All buy-in fees are payable in advance when the Petition is returned to the District Office signed by all landowners.

Edward McCullough
Martha McCullough

Edward McCullough 406-670-
Name, Address and Telephone No. 3 3222
Martha McCullough 860-870
Name, Address and Telephone No. 5665

Name, Address and Telephone No.

Name, Address and Telephone No.

"Owner"

*NOTE: If property is jointly owned, all owners must sign this Petition.

ALL ITEMS BELOW SHALL BE
COMPLETED BY THE DISTRICT

Date Submitted: 2/28/2022

Received by: OPD

Petition Number: _____

Fee Paid: 11,468.91

AMENDING TRACT 12 OF THE 3RD AMENDED PLAT OF **CERTIFICATE OF SURVEY NO. 631** LOCATED IN THE SE1/4 OF SEC. 2 & NE1/4 SEC. 11, T. 1N., R-26E, P.M.M. YELLOWSTONE COUNTY, MONTANA

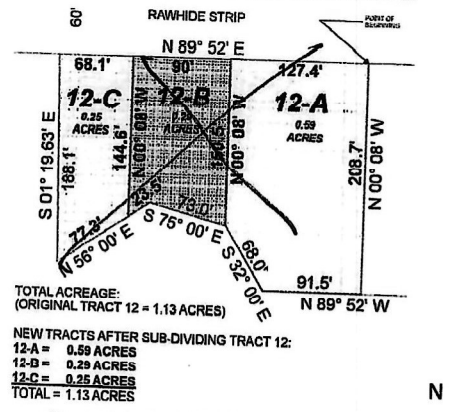
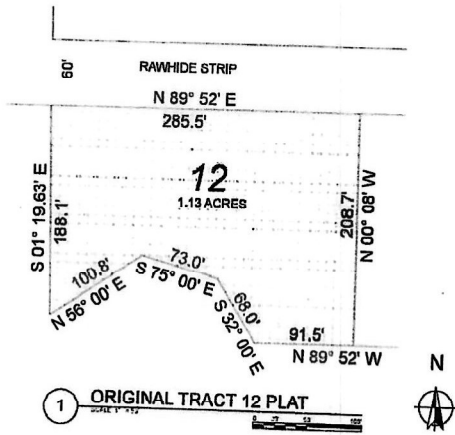
FOR: EDWARD R & MARTHA M MCCULLOUGH
APRIL 25, 2021

BY: VANGO ARCHITECTS PLLC
SCALE 1" = 50'

CERTIFICATE OF SURVEY

STATE OF MONTANA] ss
COUNTY OF YELLOWSTONE] ss

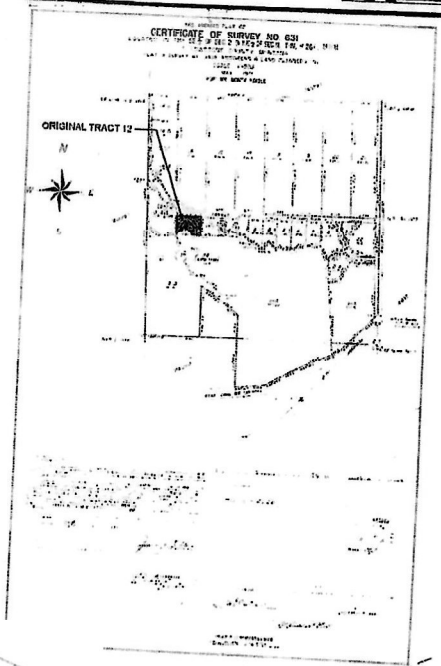
THIS IS TO CERTIFY THAT VAN DANE HAGESTAD, REGISTERED ARCHITECT NO. ARC-ARC-LIC-2900, SAYS THAT IN THE MONTH OF APRIL, A NEW SUB-DIVIDED PLAT BE CREATED FOR THE EXISTING TRACT 12 LOCATED IN THE SE1/4 OF SEC. 2 & NE1/4 SEC. 11, T. 1N., R-26E, P.M.M. IN YELLOWSTONE COUNTY, MONTANA, AT THE REQUEST OF THE LAND OWNER. THE AFORMENTIONED TRACT 12 IS SUB-DIVIDED INTO 3 SEPARATE TRACTS STARTING AT THE NORTHEAST CORNER AND LOCATING TWO NEW PROPERTY LINES, PARALLEL TO THE EAST TRACT 12 PROPERTY LINE (N 00° 08' W) AND RUNNING FROM NORTH PROPERTY LINE TO SOUTH PROPERTY LINE(S) THENCE N 00° 08' W, A DISTANCE OF 150.5 FEET AND 127.4 FEET FROM POINT OF BEGINNING, THENCE N 00° 08' W, A DISTANCE OF 144.6 FEET AND 217.4 FEET FROM POINT OF BEGINNING. THESE 2 NEW PROPERTY LINES SUB-DIVIDE ORIGINAL TRACT 12 INTO 3 NEW TRACTS LABELED 12-A (0.59 ACRES), 12-B (0.29 ACRES) AND 12-C (0.25 ACRES). SEE FIGURE 2 CONTAINED HEREIN. CURRENT OWNER OF TRACT 12 RETAINS OWNERSHIP OF ALL THREE NEW TRACTS. EXISTING RESIDENCE IS LOCATED IN NEW TRACT 12-B.



TOTAL ACREAGE:
(ORIGINAL TRACT 12 = 1.13 ACRES)
NEW TRACTS AFTER SUB-DIVIDING TRACT 12:
12-A = 0.59 ACRES
12-B = 0.29 ACRES
12-C = 0.25 ACRES
TOTAL = 1.13 ACRES

I HEREBY CERTIFY THAT THE PURPOSE FOR THIS DIVISION OF LAND IS TO DIVIDE THE TRACT 12 INTO SUB-TRACTS 12-A, 12-B, AND 12-C IN ORDER TO MAKE IMPROVEMENTS AND ADD SERVICES TO THE SPECIFIC SUB-TRACT 12-B (LOCATION OF CURRENT RESIDENCE) AND THE NEW ASSOCIATED ACREAGE OF 0.29 ACRES.

OWNER(S) _____



A-1
MINOR SUB-DIVISION
MCCULLOUGH TRACT 12 SUBDIVIDING
1234 RAWHIDE STRIP
GALLERIES, MT





Resolution 010-22 to Authorize ANNEXATION FOR ED MCCULLOUGH FOR 1228 RAWHIDE STRIP
1.13 ACRES \$11,469.91

WHEREAS, the County Water District of Billings Height Board consider written and spoken
testimony at a meeting of the County Water District of Billings Heights Water Board on
March 16, 2022,

The Board authorized annexation of 1228 Rawhide Strip, 1.13 Acres for Ed McCullough, Total
\$11,469.91

That, the President of the County Water District of Billings Heights, sign the resolution on behalf
of the board.

Signed: _____

Ming Cabrera, President

Date: March 16, 2022

Attested: _____

Pam Ellis, Recording Secretary

Ordinance No. 003-22

ORDINANCE OF THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
ANNEXATION FOR HIGH SIERRA 21ST FILING. 10.454 ACRES FOR
TOTAL OF \$105,910.15

WHEREAS, the County Water District of Billings Heights (the "District") is a duly formed water district and unit of local government/body politic under the laws of the State of Montana;

WHEREAS, pursuant to Mont. Code Ann. 7-13-2341, and/or any preceding provision, upon petition of a property owner or owners holding property contiguous to the District and with written consent of all property owners to whom the service is to be extended, any portion of any county or municipality, or both, may be added to a water district;

WHEREAS, the owners of certain parcels of real property, more particularly described on attached Exhibit "A" (collectively the "Properties"), have petitioned for annexation and inclusion of those Properties into the District and for the receipt of water service(s) offered by the District and have satisfied the District's requirements and applicable local, state and statutory law for being included within the District;

WHEREAS, the District acted, and included, the Properties within the District is providing services to the same, and wherein prior to including said Properties within the District, the District's Board of Directors determined that the District had a water facility with a capacity greater than that required to meet the needs of the District as it existed at the time of each annexation;

WHEREAS, the Properties have been included as part of the District subject to the District's rules, regulations, ordinances and resolutions, as may be amended from time to time; and;

WHEREAS, the District desires to confirm and ratify the annexations and/or additions of Properties into the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS of the County Water District of Billings Heights, Billings, Yellowstone County, Montana, as follows:

1. Pursuant to the petitions filed as provided in MCA Title 7, Chapter 13, Part 23, annexation of the following Properties into the County Water District of Billings Heights is hereby adopted, ratified and confirmed:

[See attached Exhibit "A"].

2. Said annexations have been approved subject to state and local law as well as the District's rules, regulations and ordinances, as may be amended from time to time.

3. The officers of the District be, and they hereby are, authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

4. All orders, by-laws, resolutions and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repeal section shall not be construed to revive any order, by-law, resolution or ordinance, or part thereof, heretofore repealed.

5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

6. All procedures as required under MCA Title 7, Chapter 13, Part 23, have been duly and properly followed and taken.

7. This Ordinance is necessary for the orderly administration of the District and its inhabitants.

PASSED by the Board of Directors of the County Water District of Billings Heights and APPROVED this 16th day of March, 2022.


COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

BY:

Board President, Ming Cabrera Attest:

Recording Secretary, Pam Ellis

EXHIBIT A

Fax: 
 1540 Popefka Drive
 Billings, MT 59105

Phone: 252-0539
 252,,0518

PETITION REQUEST FOR ANNEXATION INTO THE COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

WE, the undersigned, owners of the following described real property (the "Owner"), which is contiguous to the County Water District of Billings Heights (the "District"), hereby petition to be annexed into the District pursuant to Montana Code Annotated 5 7-13-2341, and on the following terms and conditions:

1. Property Description. This Petition relates to certain real property in Yellowstone County, Montana, more particularly described as follows (the "Property"):
 (SEE ATTACHED EXHIBIT "A")
2. Annexation Submittal Package. In addition to this Petition, the Owner shall submit the following (the "Submittal Package"):
 - A. Complete legal description of the Property, including a metes and bounds description;
 - B. Proposed plat of the Property in letter or legal size.
 - C. Preliminary plans for public improvements to the Property, which must be approved by the District prior to submittal to and approval by the Montana Department of Environmental Quality;
 - D. The zoning and use or intended use of the Property and of the real property immediately adjacent to it; and
 - E. Buy-in Fee.

The District will not commence review of the Petition until the complete Submittal Package has been delivered.

3. The Petition and Submittal Package should be submitted to the District at 1540 Popelka Drive, Billings, Montana, during regular business hours, which are generally Monday through Friday, between 8:00 a.m. and 5:00 p.m. Upon presentation, the Petition and Submittal Package will be checked for completeness. The District will not be required to review any submitted Petition and Submittal Package which is not complete. Submission

of a Petition and the mandatory Submittal Package does not obligate the District to approve the annexation. The Owner understands and agrees that annexation is subject to review and decision by the District. as well as any and all conditions imposed by the District and the applicable provisions of Montana Code Annotated 5 7-13-2341.

4. Hydraulic Modeling..and Analysis, By filing this Petition and Submittal Package, the Owner understands and agrees that the review process shall include and be subject to hydraulic modeling to be performed by the District's Engineering Firm or by an engineering firm designated by the District. The Owner shall be solely responsible for any and all costs and fees associated with the hydraulic modeling analysis. whether or not the annexation is approved by the District, which shall be paid immediately upon presentation of an invoice for such costs and fees,

5. Annexation Agreement, In the event the Petition is approved, prior to and as a condition precedent to annexation the Owner will be required to enter into an Annexation Agreement setting forth the terms and any conditions of annexation. By approval of this Petition and annexation of the Property. the Owner hereby agrees to be bound by the rules, regulations, ordinances, resolutions and conditions of the District, as the same may be amended or adopted from time to time.

6, WaterNainExtensionAgreement. In the event the District, in its discretion, determines that a water main extension is necessary% the Owner shall also be required to execute (and abide by the terms of) a Water Main Extension Agreement.

7. B.uyzln.Fees. All buy-in fees are payable in advance when the Petition is returned to the District Office signed by all landowners.

Edward McCullough
Martha McCullough

Edward McCullough 406-670-3322
Name, Address and Telephone No.
Martha McCullough 860-870-5665
Name, Address and Telephone No.

Name, Address and Telephone Nov

Name, Address and Telephone No.

"Owner"

*NOTE: If property is jointly owned, all owners must sign this Petition.

ALL ITEMS BELOW SHALL BE COMPLETED

BY THE DISTRICT

Date Submitted: 2/28/2022
OPJ

Received by:

Petition Number:

Fee Paid:

11,468.91

AMENDING TRACT 12 OF
THE 3RD AMENDED PLAT OF
CERTIFICATE OF SURVEY NO. 631
LOCATED IN THE OF SEC. 2 & NE1/4 SEC. 11, T. IN., R-26E, P.M.M.
YELLOWSTONE COUNTY, MONTANA

FOR: EDWARD R & MARTHA M MCCULLOUGH BY: VANGO ARCHITECTS PLLC
APRIL 25, 2021 SCALE 1" = 50'

CERTIFICATE OF SURVEY

STATE OF MONTANA
COUNTY OF YELLOWSTONE] ss

N 89° 52' E

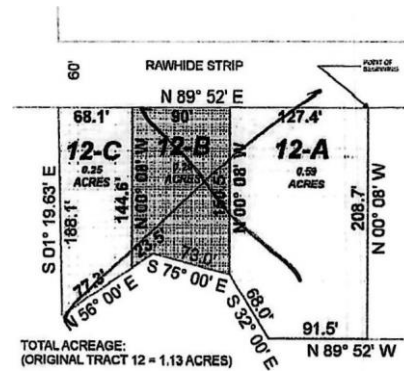
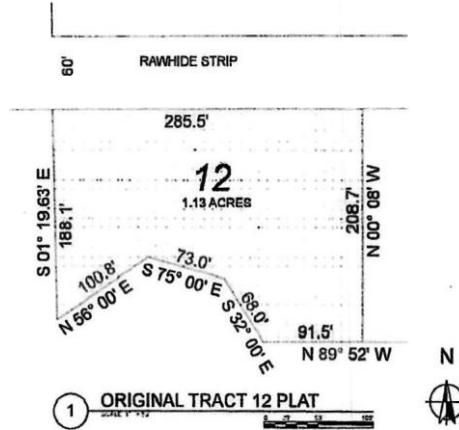
THIS IS TO CERTIFY THAT VAN DANE HAGESTAD: REGISTERED ARCHITECT NO. ARC-ARC-LIC-2900, SAYS THAT IN THE MONTH OF APRIL, ANEW SWDIVIDED PLAT BE CREATED FOR THE EXISTING TRACT 12 LOCATED IN THE SE114 OF SEC. 2 & NE1/4 SEC. 11, T.

IN., R-26E, P.M.M. IN YELLOWSTONE COUNTY, MONTANA AT THE REQUEST OF THE LAND OWNER. THE AFORMENTIONED TRACT 12 IS SUB-DIVIDED INTO 3 SEPARATE TRACTS STARTING AT THE NORTHEAST CORNER AND LOCATING TWO NEW PROPERTY LINES, PARALLEL TO THE EAST TRACT 12 PROPERTY LINE (N 00° 00'

W) AND RUNNING FROM NORTH PROPERTY LINE TO SOUTH PROPERTY LINE(S) THENCE N 00' 08 W, A DISTANCE OF 150.5 FEET AND 127.4 FEET FROM POINT OF BEGINNING, THENCE N 00°

W. A DISTANCE OF 144.6 FEET AND 217.4 FEET FROM POINT OF BEGINNING. THESE 2 NEW PROPERTY LINES SUB-DIVIDE ORIGINAL TRACT 12 INTO 3 NEW TRACTS LABELED 12-A (0.59 ACRES), 12-B (0.29 ACRES) AND 12-C (0.25 ACRES). SEE FIGURE 2

CONTAINED HEREIN. CURRENT OWNER OF TRACT 12 RETAINS OWNERSHIP OF ALL THREE NEW TRACTS. EXISTING RESIDENCE IS LOCATED IN NEW TRACT 12-B.



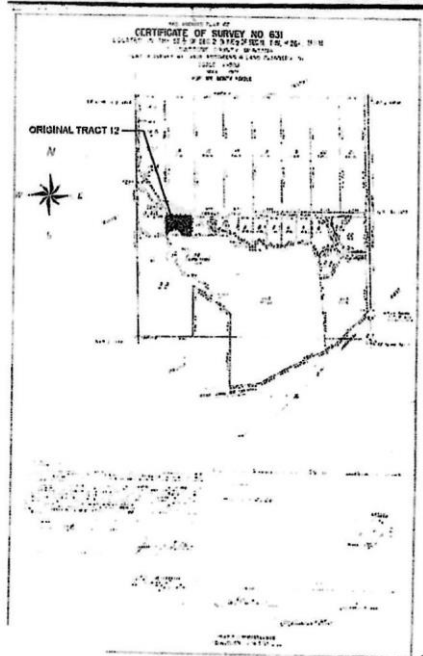
I HEREBY CERTIFY THAT THE PURPOSE FOR THIS DIVISION OF LAND IS TO DIVIDE THE TRACT 12 INTO SUB-TRACTS 12-A, 12-B,

CURRENT RESIDENCE) AND THE NEW ASSOCIATED ACREAGE OF 0.29 ACRES.

OWNER(S) _____

12-A= 0.59 ACRES
12-B= 0.29 ACRES
12-C= 0.25 ACRES
TOTAL = 1.13 ACRES

3 MINOR SUB-DIVISION PLAT
SCALE 1" = 50'

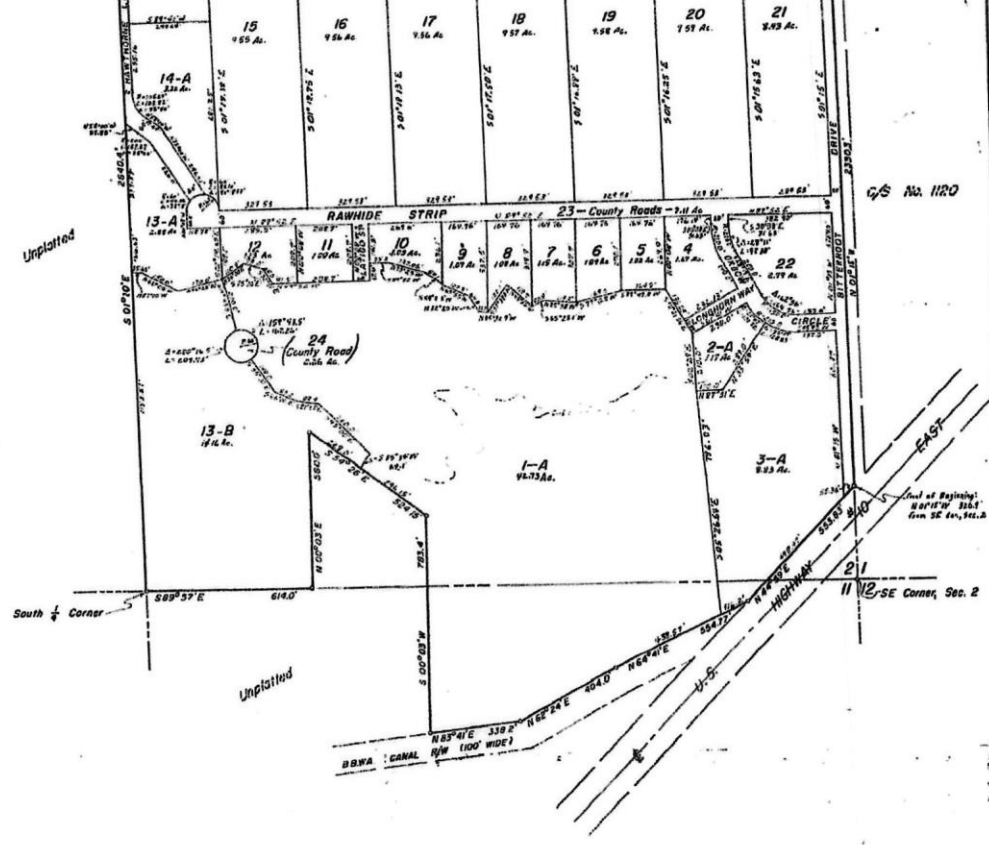
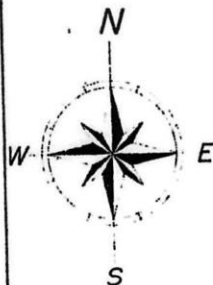


PLAT OF RECORD
A-1



AND 12-C IN ORDER TO MAKE IMPROVEMENTS AND ADD SERVICES TO THE SPECIFIC SUB-TRACT 12-8 (LOCATION OF CURRENT RESIDENCE) AND THE NEW ASSOCIATED ACREAGE OF

NEW TRACTS AFTER SUB-DIVIDING TRACT 12:



1717.7' 0.5104
 (cont'd of Introduction)

That said survey and the plat hereof show true and correct dimensions, and that the said matters with the map on the ground.

I tested this 27th day of Nov, 1927.

James R. O'Brien
 County Surveyor

Witness my hand and seal in the County of Wagoner, State of Oklahoma, this 14 day of Nov, 1927.

Division

Dr. Lee ...

853345

DEPT. OF INTERIOR
 U.S. GEOLOGICAL SURVEY
 WASHINGTON, D.C.

RECEIVED
 110 - 110 - 110

BY *James R. O'Brien* Deputy

DIVIDED BY COUNTY SURVEYORS

Since this plat involves twenty-two irregularly-shaped tracts of agricultural land, we approve it for filing.

E. J. ...
 Surveyor

James R. O'Brien
 Surveyor

CHECKED IN COUNTY SURVEYORS OFFICE
 20th 12 1927 BY *A. L. ...*



Resolution 011-22 to Authorize ESTABLISHMENT AND MAINTENANCE
SECURITY ACCOUNTS AT STIFEL INVESTMENTS

Item 13.

CERTIFIED COPY OF CERTAIN RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS WHEREBY THE ESTABLISHMENT AND MAINTENANCE OF SECURITY ACCOUNTS HAVE BEEN AUTHORIZED

RESOLVED

FIRST: That the above-named Authorized Individual(s) of this Entity, whether acting individually or collectively, are hereby authorized and empowered, for and on behalf of this Entity, to establish and maintain one or more accounts with Stifel, Nicolaus & Company, Incorporated ("Stifel") for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities, including, without limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, option warrants, options, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature, whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise, and any and all commodities and/or contracts for the future delivery thereof, whether represented by trust, participating and/or other certificates or otherwise, and to withdraw monies and/or wire funds.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the Authorized Individual(s) and/or agents of the Entity to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to Stifel with respect to said transactions; to bind and obligate the Entity to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any of the Authorized Individual(s) and/or agents of the Entity with or through Stifel; to order the transfer or delivery thereof to any other person, whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the Authorized Individual(s) or agents of the Entity; to affix the Entity seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Entity all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct Stifel to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things that any of the Authorized Individual(s) and/or agents of the Entity are hereby empowered to do, and take all action necessary in connection with the account, or considered desirable by the Authorized Individual(s) and/or agents of the Entity with respect thereto.

SECOND: That Stifel may deal with any and all of the Authorized Individual(s) and/or agents of the Entity directly or indirectly empowered by the foregoing resolution, as though they were dealing with the Entity directly.

THIRD: That the President, Chairperson, Director, or Other Authorized Officer of the Entity is hereby authorized, empowered, and directed to certify to Stifel:

- a) a true copy of these resolutions;

b) specimen signatures of each and every person by these resolutions empowered; and

c) a certificate (which, if required by Stifel, shall be supported by an opinion of the general counsel of the Entity, or other counsel satisfactory to Stifel) that the Entity is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That Stifel may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Stifel shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Entity or becomes an officer under some other title in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office or powers or person hereby empowered, the President, Chairperson, Director, or Other Authorized Officer shall certify such changes to Stifel in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregone resolutions and the certificates actually furnished to Stifel by the President, Chairperson, Director, or Other Authorized Officer of the Entity pursuant thereto are hereby made revocable until written notice of the revocation thereof shall have been received by Stifel.

SEVENTH: That if the Entity has elected to hold a margin account with Stifel, as evidenced in writing executed by the Authorized Individual(s), the Entity is authorized to borrow against the securities of the Entity as collateral for a loan with Stifel, and the Entity will pay in cash or by checks and/or drafts drawn upon the funds of the Entity such sums as may be necessary in connection with any of the said accounts to deliver securities to and deposit funds with Stifel, including for the purpose of meeting margin calls.

I further certify that the said Entity is duly organized and existing and has the power to take action called for by the resolutions annexed hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand this 16th day of March, 2022

Signed: _____Ming Cabrera, President

Attested: _____Pam Ellis, Recording Secretary

and any and all commodities and/or contracts for the future delivery thereof, whether represented by trust, participating and/or other ce or otherwise, and to withdraw monies and/or wire funds.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the Authorized Individual(s) and/or agents of the Entity to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to Stifel with respect to said transactions; to bind and obligate the Entity to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any of the Authorized Individual(s) and/or agents of the Entity with or through Stifel; to order the transfer or delivery thereof to any other person, whatsoever, and/or to order St.

the transfer of record of any securities to any name selected by any of the Authorized Individual(s) or agents of the Entity; to affix the Entity seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise Of any rights with respect to any securities; to sign for the Entity all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct Stifel to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things that any of the Authorized Individual(s) and/or agents of the Entity are hereby empowered to do, and take all action necessary in connection with the account, or considered desirable by the Authorized Individual(s) and/or agents of the Entity with respect thereto.

SECOND: That Stifel may deal with any and all of the Authorized Individual(s) and/or agents of the Entity directly or indirectly empowered by the foregoing resolution, as though they were dealing with the Entity directly.

THIRD: That the President, Chairperson, Director, or Other Authorized Officer of the Entity is hereby authorized, empowered, and directed to certify to Stifel:

- a) a true copy of these resolutions;
- b) specimen signatures of each and every person by these resolutions empowered; and
- c) a certificate (which, if required by Stifel, shall be supported by an opinion of the general counsel of the Entity, or other counsel satisfactory to Stifel) that the Entity is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That Stifel may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Stifel shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Entity or becomes an officer under some other title in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office or powers or person hereby empowered, the President, Chairperson, Director, or Other Authorized Officer shall certify such changes to Stifel in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregone resolutions and the certificates actually furnished to Stifel by the President, Chairperson, Director, or Other Authorized Officer of the Entity pursuant thereto are hereby made revocable until written notice of the revocation thereof shall have been received by Stifel.

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IN WITNESS WHEREOF, I have hereunto affixed my hand this

____16th ____day of March, 2022

Ming Cabrera, President

(Name and Title)

	<p>Chris A. Kukulski City Administrator kukulskic@billingsmt.gov</p>
<p>billingsmt.gov</p>	<p>P.O. Box 1178 • Billings, MT 59103 P 406.657.8222 F 406.657.8390</p>

City of Billings email messages and attachments are subject to the Right to Know provisions of Montana's Constitution (Art. II, Sec. 9) and may be considered a "public record" pursuant to Title 2, Chapter 6, Montana Code Annotated. As such, this email, its sender and receiver, and the contents may be available for public disclosure and will be retained pursuant to the City's record retention policies. Emails that contain confidential information such as information related to individual privacy may be protected from disclosure under law. This message is intended for the use of the individual or entity named above. If you are not the intended recipient of this transmission, please notify the sender immediately, do not forward the message to anyone, and delete all copies. Thank you.

From: Duray, Jennifer <DurayJ@billingsmt.gov>
Sent: Wednesday, October 20, 2021 10:39 AM
To: Ewalt, Frank <ewaltf@billingsmt.gov>; .MayorAndCouncil <Mayor&Council@billingsmt.gov>
Cc: Kukulski, Chris <kukulskic@billingsmt.gov>; Iffland, Kevin <ifflandk@billingsmt.gov>; Meling, Debi <melingd@billingsmt.gov>
Subject: RE: BRIC Grant

CM Ewalt,

Thank you for your feedback. A 6 month delay in the construction start date will also result in a 6 month delay of the plant construction being completed and in-use.

Thanks,

Jennifer

From: Ewalt, Frank <ewaltf@billingsmt.gov>
Sent: Wednesday, October 20, 2021 10:18 AM
To: Duray, Jennifer <DurayJ@billingsmt.gov>; .MayorAndCouncil <Mayor&Council@billingsmt.gov>
Cc: Kukulski, Chris <kukulskic@billingsmt.gov>; Iffland, Kevin <ifflandk@billingsmt.gov>; Meling, Debi <melingd@billingsmt.gov>
Subject: Re: BRIC Grant

Jennifer,

Will this process delay the final operational date of the west end water plant?
I am opposed to any delay in getting this water plant online. Construction

costs are high now, but they will continue to rise unless a total economic downturn was to occur.

Frank

From: Purinton, Pam <purintonp@billingsmt.gov>
Sent: Saturday, October 23, 2021 10:03 AM
To: Duray, Jennifer <DurayJ@billingsmt.gov>; .MayorAndCouncil <Mayor&Council@billingsmt.gov>
Cc: Kukulski, Chris <kukulskic@billingsmt.gov>; Iffland, Kevin <ifflandk@billingsmt.gov>; Meling, Debi <melingd@billingsmt.gov>
Subject: Re: BRIC Grant

Jennifer, I agree with CM Ewalt.
 As stated in your portion of the PW recommendations, our chances again are low coming into the next awarding session.
 I encourage the City not to wait any longer on continuing with this major, impactful project. I would not like to see the City have to explain in 3-5 years (or less) to customers who must do without a sufficient amount of water because we waited for a possible grant. I have also heard from the construction community that construction materials/labor will not be seeing much of a decline in prices in the near or distant future.
 Thank you

Pam Purinton
Council Member, Ward 4

From: Duray, Jennifer <DurayJ@billingsmt.gov>
Sent: Wednesday, October 20, 2021 9:16 AM
To: .MayorAndCouncil <Mayor&Council@billingsmt.gov>
Cc: Kukulski, Chris <kukulskic@billingsmt.gov>; Iffland, Kevin <ifflandk@billingsmt.gov>; Meling, Debi <melingd@billingsmt.gov>
Subject: BRIC Grant

Mayor and Council,

As previously announced, Public works was not a recipient of the \$50 million Building Resilient Infrastructure and Communities (BRIC) grant for the west end water project for the last award cycle. This email is to provide more information on the BRIC grant, recommend a path forward, and provide Council the opportunity for input.

BRIC Program Basics

The BRIC program supports states, local communities, tribes and territories to undertake hazard mitigation projects, reducing the risks the community faces from disasters and natural hazards. FEMA states that the BRIC grant program “seeks to categorically shift the federal focus from reactive disaster spending toward research-supported, proactive investment in community resilience so when the hurricane, flood or wildfire comes, communities are better prepared.”

Fiscal Year 2020 BRIC Grant Selections

In July, 2021, FEMA announced the selections for the available Fiscal Year 2020 BRIC grant funding. FEMA selected 22 large competitive projects based on the highest composite score until the available funding amount had been reached. In total, a little over \$377 million was awarded for an average award amount of \$17.1 million. The selected projects range from \$1.93 million to the maximum award amount of \$50 million. Almost all of the selected projects mitigated floods in some way. No drought mitigation projects were selected. Interior states received no awards as the selected projects were in coastal states. It was also noted that if a community had not experienced major impacts from the hazard, the projects did not score as well even though BRIC is meant to be a proactive mitigation grant.

Review of Billings 2020 BRIC Grant Application

Interior states voiced their concerns to FEMA and Montana’s Disaster and Emergency Services (DES) was one of these voices. Sara Hartley, Montana State Hazard Mitigation Officer, and her team have also been great partners with the City and very supportive of our project. The state DES team met with Public Works and our grant consultant, HDR, to review the technical feasibility and effectiveness and cost-effectiveness summary from FEMA. Ms. Hartley also was able to set up a technical and quantitative review in which we were able to meet directly with FEMA to go over our application. FEMA made suggestions on how we can improve the application and submit again. Overall, it was very encouraging and FEMA seemed excited about our project. FEMA also mentioned that our project made it to the National Technical Review process, which means our project did very well in the process.

The Catch

The 2020 BRIC application for the west end project included the intake, pump station, pipeline, water treatment plant, and reservoir. Communities cannot award or start construction on any part of the project to be eligible for BRIC funding. Also, a project must have a Benefit-Cost Analysis (BCA) or at least 1.0. The BCA is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. When we ran the BCA with any part of the project removed, we cannot get the BCA above 1.0. This means, we either have to delay the intake and water plant projects by about 6 months to submit for the BRIC grant again or not submit for the BRIC grant.

Public Work's Recommendation

Even though we were encouraged by FEMA's feedback, our chances are still relatively low of being selected for the BRIC grant in the next round of awards. There will be even more applications this year than there were last year and we believe a push by FEMA to award to small, impoverished communities. Also, the Notice of Funding Opportunity (NOFO) for this year did not substantially change from last year's NOFO despite the interior states' lobbying of FEMA for change. However, it is \$50 million at stake and if there is a chance we have any shot at the grant, we believe we owe it to the citizens of Billings to try again and go after this grant. Thus, Public Works' recommendation is to submit for the BRIC grant again and delay the intake and plant until the next round of grant selections are announced next July. Further supporting this recommendation is that we are seeing very high construction prices right now and it may be prudent to delay the project until prices stabilize. With the inflated costs, the difference on a project this size could be tens of millions of dollars spent unnecessarily.

Next Steps

If the Council desires, we can have a BRIC grant discussion at the November 1st Council meeting. However, we cannot wait until November to start working on the grant. Public Works along with our consultant has to start the grant process this week as it is due to the state by December 10, 2021 and there are extensive grant application requirements. Unless, we hear concerns from a number of Council members, we will proceed with the grant preparation.

Direction Needed from Council

Please provide feedback via email regarding if there is a desire for a BRIC grant discussion to be added to the November 1, 2021 Council work session.

Billings City Administrator Weekly Report

October 21, 2021

1. **FY23 Proposed CIP (Capital Improvement Plan)** – the FY23 Proposed CIP is available online at billingsmt.gov/cip. This is where you will find the most up to date information available on the CIP. If revisions are made to the proposed CIP, the most current version will be available online.
2. **Violent Crime-Economic Stabilization Resolution Edit** – Please see the attached Resolution. We adjusted the draft to better reflect that the state, county, and city will not be granting money to one another. Each entity is responsible for funding their service commitment to deal with the surge in crime related to the pandemic.
3. **Airport Land Sale to Northwestern Energy** – After three (3) previous discussions with Council on the proposed NorthWestern Energy new substation site, located just south of Airport Road and north of Black Otter Trail, the attached presentation highlights everything NorthWestern Energy is willing to do to get Council approval to buy the land from the Airport following the release of the land for disposal by the FAA.
4. **BRIC Grant** – As previously announced, Public Works was not a recipient of the \$50 million Building Resilient Infrastructure and Communities (BRIC) grant for the west end water project for the last award cycle. Below is more information on the BRIC grant, a recommended path forward, and an opportunity to provide input.

BRIC Program Basics

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Direction Needed from Council

Please provide feedback via email regarding if there is a desire for a BRIC grant discussion to be added to the November 1, 2021, Council work session.

5. **Pacific Steel and Recycling** – Pacific Steel and Recycling is in the planning process to construct its own storage facility for the material it currently sends to the municipal landfill. This change allows more opportunity for the reuse of ASR (auto shredder residue). Currently, Mary Green, a communications consultant, is working with the company to create a communications program for the project as it moves forward. Some of the city staff met with her this week and she will be reaching out to others to set up meetings. She can be reached at mgreen@magc.info or calling 304-932-7673.

6. **Stillwater Building Update** –
 - Issued design Request for Proposals and issued Request for Qualifications for repair, maintenance and custodial on 10/14/2021
 - Took possession of the building at 4:21 PM on 10/15/2021
 - Letter sent to Yellowstone County concerning ownership change and whom to direct facilities questions, concerns, or requests
 - Access, camera, and fire monitoring controls turned over to the City of Billings 10/15/2021
 - Annual testing and inspection of system will occur in October
 - Drafting a Request for Qualifications for real estate/leasing contracts and services
 - Investigation and examining any parking strategies for city employees and citizen access
 - Drafting proposal for potential long-term lease in building

7. **Public Safety Mill Levy Presentation**
 - Public Works Board – October 18 at noon.
 - West End Task Force – October 19 at 7:00 PM
 - Rimrock Neighborhood Task Force – October 20 at 7:00 PM
 - Billings NextGen – October 21 at 3:30 PM
 - Southside Task Force – October 21 at 7:00 PM
 - Century 21 Agents – October 28 at 4:30 PM

Enjoy the gorgeous fall we are having!

DRAFT 2022/2023 City Council Priorities

March 10, 2022

#1 PRIORITY

+ Improve the safety of Billings

- Implement policy implications recommended in the Center for Public Safety Management (CPSM) law enforcement analysis.
- Implement policy implications recommended in the CPSM fire department analysis.
- Support critical partnerships w/Substance Abuse Connect, Yellowstone County, and Continuum of Care partnerships and determine options for addressing substance abuse and mental health needs.
- Implement regulations for recovery residences also known as sober living housing to reduce the amount of disturbances and building and code enforcement issues
- Work with the Department of Corrections (DOC) and legislators to limit the number of probationers, parolees, and inmate releasees with a cap of how many can be released to Billings
- Continue improving sidewalk and trails network improving safe routes to schools.

ONGOING CRITICAL PROJECTS

+ Break ground on west side water treatment plant and visionary reservoir project.

+ Continue airport terminal reconstruction project, building Montana's greatest airport.

+ Break ground on the inner-belt loop and Skyline trail projects.

Complete law and justice center/city hall project.

Yellowstone Bank Shiloh
P O Box 81027
Billings MT 59108

2/17/22
Account 610223
Maturity Value \$219,584.53
Maturity Date 2/28/22
New Maturity Date 2/28/27

Item 15.

We are pleased to advise you that your time certificate will renew as listed above unless you redeem it within 10 days of the maturity date. You can call us at (406) 294-9400 on or after 2/28/22 for the renewal rate.

RATE INFORMATION: This account is an interest bearing account. The interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield will not change for the term of the account, and will be in effect until the New Maturity Date stated above. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded and credited to the account quarterly.

BALANCE INFORMATION: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$1,000.00 to obtain the disclosed annual percentage yield.

LIMITATIONS: You may not make additional deposits into this account. Withdrawals are subject to early withdrawal penalties.

TIME ACCOUNT INFORMATION: Your account will mature as stated above. If you withdraw any of the principal before this maturity date we may impose a penalty of six months interest on the principal withdrawn. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. You will have 10 days after the maturity date to withdraw funds without penalty. If you do not renew the account, your funds will cease earning interest at maturity. To avoid loss of interest, present your certificate for payment at maturity.

Thank you for banking with us!

CD Type 04
Interest Term 3M

COUNTY WATER DISTRICT OF BILLINGS H
1540 POPELKA DRIVE
BILLINGS MT 59105

157

County Water District Billings Heights
Treasurer's Summary Report as of
31-Oct-21

31-Aug-21

Meters

Previous total meter count	5,914
Residential	5,456
Commercial	458
New Residential	12
Total # Meters	5,926

Checking

FIB Gross Income Account	\$ 1,217,953.82
FIB Operational & Maintenance	\$ 24,768.61
FIB Payroll Account	\$ 3,568.44
Total Checking	\$ 1,246,290.87

Investments

Stifel - Cash & Equivalent	\$ 473,100.00
Stifel - Fixed Income CD's	\$ 8,448,932.00
Total Stifel Investments	\$ 8,922,032.00

First Interstate Bank Savings	
Yellowstone Bank Reserve CD	\$ 250,000.00

Total Investments	\$ 9,172,032.00
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Total Cash Position	\$ 10,418,322.87
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