



## **COUNTY WATER DISTRICT OF BILLINGS HEIGHTS**

### **Board of Directors Meeting Minutes**

January 17<sup>th</sup>, 2024 at 6:00 PM

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

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The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested from the General Manager and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet on line and can download them or print them at their own expense.

**CALL MEETING TO ORDER:** President Doug Kary called the meeting to order at 6:00 PM

#### **WELCOME AND INTRODUCTIONS**

**Board Members present:** Doug Kary, Frank Ewalt, Tom Zurbuchen, Ming Caberera, Jeff Essmann & Laura Drager (On Zoom)

**Jenn Burnside (Board Secretary)**

**Staff Members present:** Josh Simpson

**Also present:** Butch and Judy Bailey, Mike Macki, Pam Ellis, and Evelyn Pyburn (YCN)

#### **PRESIDENT'S REMARKS:** Read by Doug Kary

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 hands. 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. Once the public comment period is over the public may not provide further comment or ask additional questions during the remainder of the agenda item discussion, unless specifically requested by the chair or presiding officer of the meeting.

#### **PUBLIC COMMENT on Non-Public Hearing Agenda Items:** Read by Doug Kary

- 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 the item to the agenda for the next scheduled board meeting.

**January 17<sup>th</sup>, 2024 6:01 PM**

**Laura was delayed on Zoom**

**PUBLIC COMMENT:**

Pam comments that the minutes should reflect when Laura joined the meeting.

**MINUTES:**

Motion and Vote:

Frank moves to approve the minutes from the December meeting. Tom seconds. All approved  
No discussion was had on this topic.

**CONSENT AGENDA:**

Tom makes a motion to approve the consent agenda. Ming seconds.

**Laura Joined the Meeting at 6:06 pm**

Tom asks what are the December payables.

Josh says there is a typo on the agenda and that the December payables were the items that were sent.

Public Comment:

Pam said she thought that both Susan Swimley and the Interstate Engineering bills were supposed to be in the packet.

Motion and Vote:

Tom makes a motion to approve the consent agenda. Ming seconds. All approved

Bills payable:

Motion and Vote:

Tom moves to pay the Susan Swimley bill for \$75. Laura seconds. All approved

No discussion was had on this topic.

**MANAGERS REPORT:** presented by Josh (Acting General Manager)

Email Ming and Jeff are not up and running yet.

Jeff said he would move it to the top of his list.

Interstate PER update. Josh and Clay went to their office, and Josh sent out the update for that to the Board members.

Frank asks what PER stands for.

Professional Engineering Report

Josh said it is a requirement with the EPA to be able to get grants approved.

We have two PER one for Task order 29 and the other for Task Order 28.

Jeff asks that the report include the anticipated date of delivery.

Tom agrees with Jeff, Task Order 28 should have been done last November and Task Order 29 should be done in May.

Josh recommends that the Board schedule a work session with Interstate Engineering.

Jeff agrees with Josh that they should sit down with Interstate.

Ming asks when the last time Lowell was here. He recommends having them at a Board meeting so that the public could ask questions as well.

Josh moves on: We got the right of entry back from the Dover Ranch. He asks the board what direction they want to move with that. Josh also explains that this is the reason the Task Order 28 is taking so long.

Ming would like to go ahead and sign that and go ahead with the project.

Josh said they met with the City and they discussed an Attorney General's opinion regarding the district having to pay for the street opening permits. The City did let the District know that they have had another billing issue. They estimate about 23 million gallons short which equals \$68, 310. We haven't heard back from them regarding the bill.

Tom asks about the billing error.

Doug says it was a meter error, not a billing error.

Laura asks to add this topic to the next work session.

Josh talked with Steve at Stifel about adding additional signers to the account. They do have a third-party form with will allow for Doug and/or Laura to call and ask questions and do anything with the account except take action. Steve said this would allow for checks and balances.

Laura asks if the authorization is different than what she had before.

Josh said yes this is correct.

She has concerns about taking action in a timely manner. She thinks there should be someone from the Board who can take action.

Frank says that the manager and one person on the Board should be the signers.

Ming says he thinks one member of the Board should be a signer.

More discussion was had regarding Stifel.

Josh explains the quote for the tank ladder rebuild for \$9,750. He would like this to come from the ARPA grant. This has to be done one way or the other because it is a safety issue. The latch on the ladder that blocks people from climbing up has broken some of the aluminum welds.

Frank asks if it's covered under warranty.

Josh said no we are out of that.

Josh would like to remind the Board to get with Raftelis about the City's incoming rate increase. This was talked about last year, having Raftelis review the new rates from the City.

Lastly, Josh explains the double Board payment in December. It is so that the taxes can be finished for the year. Funds are paid in the year services are rendered.

Some discussion was had to clarify this and an offer to pay the Friday after each month's meeting was mentioned.

Doug said we could go ahead and pay the Friday after each month's meeting.

Jeff asked Josh if there was feedback negative or positive on the new rates.

Josh said there were a few calls but no big outcry.

### **TREASURES REPORT:**

Laura explained Gross Income account is \$1. Service charge \$706.93. Sweep account \$625,189.48. Payroll account. \$218,728.36 First Interstate Savings account \$257,009.91. Earned \$560.32 Yellowstone Bank Savings account \$219,584.53. Stifel investments \$6,549,694.57. Total cash position \$7,870,207.85. Change to cash position \$-121,475.98 Change in cash position for the year of \$615,737.22.

Jeff thanks Laura for all the time and energy she puts into her report.

### **COMMITTEE REPORTS:**

Laura talks about the meeting with the city. During their discussion with the City, they have worked toward an agreement on how we can work together. There has been some discussion on the City's point of view and what they would like to see. One thing they would like to see is annexation into the city another is to renegotiate our contract so there is an end date to the contract. They would also like to limit the amount of water we



can purchase. One of the things we asked for is a defined boundary that would be respected. They said there are no boundary lines, it's whoever gets there first. They are not currently recognizing the District territory which has been in place for at least 40 years. If we did annex into the City boundaries the residents wouldn't be able to protest.

Tom talks about the opinion of the Attorney General regarding the permit fees. He asks what we do, is the District now required to file for these permits?

Josh said there was no answer to that when they asked that question. He's not sure if they are planning on back-billing for the digs we did or not.

Ming said it would be about \$2000 that they could back bill on that.

Doug said in the Attorney General's opinion Municipalities retain the right to require permits from the water district which contracts with the City for water, or excavation of city water lines, in City streets, and right of ways. The letter has many errors so it is unclear.

Tom said that according to the City Administrator that the City will be providing water to the Dover Ranch area.

Josh said he made it clear that Dover Ranch was in our service area boundary. The City said they didn't know of the boundary line until the District and the City started having the meeting.

## **OLD BUSINESS:**

Item #1 (Review of Task Order 28)

Jeff reads the resolution for the suspension of the Northwest Transmission Main.

Jeff makes a motion to approve resolution 1-24 Suspending the Northwest Transmission Main. Frank seconds.

Josh explains that part of the Task Order for this project is investigating alternative methods of serving the Lake Hills area. So, by stopping the engineer on Task Order 28 you are also stopping the investigation into those alternative means. When we met with Interstate, they were aware that the goal of the District is to look into those other methods. They have reached out to the City and are trying to set up a meeting to go over what an additional tie-in would look like what their hydraulic model says they can push and what ours says we can push. It's all stuff that is being done; we are just in the beginning stages.

Frank says we aren't stopping Task Order 28 this is says stopping work on the Northwest Transmission Line until some of these other alternatives can be researched which are also part of Task Order 28.

Josh said right now there isn't a whole lot we can do on the Northwest Transmission Main anyway, because of this they have shifted focus on the addition methods until the weather clears.

Frank said with it being \$2000 per customer when amortized over 20 years it will cost \$11.09 added to everyone's bill and if you spread it out to 30 years it ups everyone's bill by \$8.33.

Laura says she appreciates that Frank has done some work and that Jeff has figured it will be about \$2000 per customer. However, she believes that if the Transmission line were to proceed the district would gain a significant number of customers. The area of Dover Ranch that will be provided utilities is a very small portion of the overall acreage in the subdivision area. For us to stop moving forward with this is premature and second engineering seems to move fairly slowly we just got the right of access so she thinks that it is premature to stop it. It also sends a message to the City that we are willing to give up and it sends a message to the Dove Ranch people that were not interested and it sends a very clear message to our engineering firm that we really don't care what they think.

Ming agrees with Laura and reiterates that the City doesn't care about the boundaries and it comes down to whoever gets there first.

Doug amends the resolution to say all work to design and construct. Jeff seconds.

Frank said that the report from Interstate Engineering was not received in a timely manner to respond.

Josh suggests tabling this conversation until they have the work session with Interstate Engineering.

Laura said the letter wasn't addressed to the District or to the Board. It was addressed to the Yellowstone County Planning Board.

There was further discussion regarding this letter.

#### Public Comment:

Mike agrees with both sides, but he thinks the board needs to have a meeting with the engineers or they won't get anywhere.

Pam has concerns about Interstate, the district has spent \$434,404. It would be far cheaper to hire an engineer. She believes that we should stop with the excessive spending.

#### Motion and Vote:

Doug amends the resolution to say "all work to design and construct." Jeff seconds. Frank, Tom, Doug, and Jeff; For. Ming and Laura; Against. Motion Passed

Jeff makes a motion to approve amended resolution 1-24 Suspending the Northwest Transmission Main. Frank seconds. Frank, Doug, Jeff; For. Tom, Ming, and Laura Against. Motion Failed on a Tye

Doug moves to strike Item #2 (progress of the Board member email project). Laura seconds. All Approved

Item #3 (Bill printing format)

Laura talks about the bid we received for processing full-page paper bills for our customers. These bills will have more lines for what our customers are being billed for, It has an important message section, and it would be a bill format that is easier for our customers to read.

Frank speaks about the cost of the equipment for the in-house option. The city uses presort first class which is cheaper to mail.

Josh says in piggybacking off that, added to the packet was a quote from Peterson for the folder. This is a new printer/copier machine that he recommends approving the purchase of because our current machine is out of date. This will also include a new printer for Jenn's office because it is also on its last leg.

Doug asks how old the machine is.

Josh said 10 years or so.

Further discussion was had regarding the full-page paper bills.

Laura moves to table the bill process and mailing. No Second.

Laura makes a motion to purchase the Printer equipment that Josh and Jenn got bids on. Ming seconds.

Frank asks about the warranty for the equipment.

Laura asked if we got any other bids for this equipment.

Jenn said she tried but Western didn't have anything comparable.

Motion and Vote:

Laura moves to table the bill process and mailing. No Second. All Approved

Laura makes a motion to purchase the Printer equipment that Josh and Jenn got bids on. Ming seconds. All Approved.

Item #4 Update on hiring legal representation.

Laura recommends that we find a law firm and pay a retainer. Tom seconds.

Tom asks what all we are asking for of an attorney.

Laura said to provide legal advice.

Jeff thinks it's important to have legal counsel.

Ming says that's what we had before but then there was a lot of question every time we had a bill from an attorney. We need to have clarification if or when we need approval to speak with the attorney.

Motion and Vote:

Laura recommends that we find a law firm and pay a retainer. Tom seconds. All Approved

**NEW BUSINESS:**

Tom moves to strike Item #1 signatures on the Stifel account. No opposition.

Item #2 Signatures on the Randall & Hurley account

Motion and Vote:

Laura makes a motion that we update the Randall & Hurley with the chair's signature and the Secretary of the Board. Tom seconds. All Approved

Item #3 Request for Proposals for Manager Position

Ming makes a motion to start a search for a District manager both locally and nationwide. Tom seconds

Tom makes a substitute motion to advertise through the Yellowstone County News, American Water Works Association, Montana Rural Water, Indeed, Zip Recruiter, LinkedIn, and Job Services of Montana and that we hold the position open until filed and that we have a cut-off date of March 5<sup>th</sup>. Laura seconds.

Discussion was had regarding the cut-off date and the job description details.

Jeff amends the motion to remove the salary range from the description. No second.

Public Comment:

Pam said it's cheaper to advertise in AAWA if you are a member. Montana Rural Water Association will post for free. Indeed, and Zip Recruiter was not very good. State law says you only have to have one person with an operator's license we have plenty.

Laura said the most quality applications that came in were from LinkedIn.

Motion and Vote:

Tom makes a substitute motion to advertise through the Yellowstone County News, American Water Works Association, Montana Rural Water, Indeed, Zip Recruiter, LinkedIn, and Job Services of Montana and that we hold the position open until filled and that we have a cut-off date of March 5<sup>th</sup>. Laura seconds. All Approved

Jeff amends the motion to remove the salary range from the description. No second. All Approved

Item #4 Consolidation with the City of Billings.

Frank makes a motion to approve resolution 2-24 which is to initiate the exploration of the possibility of consolidating with the City and its impacts. Jeff seconds.

Tom said he would not support the motion because it makes the District do all of the work.

Frank asked Tom what changed from months ago when he was for it.

Ming and Laura both agree with Tom

Jeff said we have a chicken and the egg problem. We need to ask the voters first but we have no information for them when they ask the questions.

Public Comment:

Pam said that we need to move forward and the law says the District has to initiate.

Mike the Board needs to study this further because this will be a class action suit. He feels that the people have the right to vote. The City hasn't done a thing for us up here.

Jenn comments about hiring a General Manager while also trying to consolidate with the City of Billings and this said GM may or may not have a job when or if the consolidation happens. She says maybe we should get our ducks in a row before we work on consolidating.

Frank compares prices between the District and the City of Billings.

Ming says we don't know what the City is going to charge when they take us over. The people here at the Heights Water District make the place work. They work and know their customers. Compared to other places where he has property Heights water is cheap.

Josh says while you are talking about consolidating, what about going independent. When half the rate is going to the City, if we were able to be independent from the City, we could keep all of that revenue in-house. Wouldn't it make more sense to look at both sides of that coin?

Doug said the District should have always been working to grow its customer base. I don't see the District out there trying to encourage development. We haven't gone out and offered to extend our line to customers.

Josh asks in the hopes that development will happen?

Doug says the customer is going to be paying for it. The customer may want it, you don't know what the customer wants unless you talk to them.

Josh says he knows that Antelope Hills subdivision wants the water but they are out of our service area.

Frank says that what this is saying is just to investigate other options.

Frank withdraws his motion. Jeff withdraws his second.

Next Board meeting Wednesday, February 21<sup>st</sup> @ 6:00 PM

Meeting adjourned @ 8:38 pm

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**Board Secretary, Jennifer Burnside**

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**Board President, Doug Kary**

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COUNTY WATER DISTRICT OF  
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To contact your local branch call 406-255-5800

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ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			12/29/23	1.00
DEPOSIT		2,267.04	01/02/24	2,268.04
DEPOSIT		2,720.13	01/02/24	4,988.17
DEPOSIT		2,835.21	01/02/24	7,823.38
METAVANTE CORP BILL PAYMT 0414800		147.59	01/02/24	7,970.97
IPAY SOLUTIONS BILL PMT BILL PMT		229.97	01/02/24	8,200.94
CHECKFREE COUNTY WAT XXXXXX5397		567.30	01/02/24	8,768.24
MERCHANT BANKCD DEPOSIT 496391735883		874.02	01/02/24	9,642.26
MERCHANT BANKCD DEPOSIT 496391735883		1,451.72	01/02/24	11,093.98
MERCHANT BANKCD DEPOSIT 496391735883		1,638.79	01/02/24	12,732.77
MERCHANT BANKCD DEPOSIT 496391735883		2,502.68	01/02/24	15,235.45
MASTERCARD PAYMENT 552746XXXXX1624	24.48		01/02/24	15,210.97
MASTERCARD PAYMENT 552746XXXXX8910	79.39		01/02/24	15,131.58
MASTERCARD PAYMENT 552746XXXXX5242	539.05		01/02/24	14,592.53
MASTERCARD PAYMENT 552747XXXXX3789	7,391.74		01/02/24	7,200.79
CHECK(S)	2,205.00		01/02/24	4,995.79
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX XXXXXXXX4167	4,994.79		01/02/24	1.00
DEPOSIT		2,650.31	01/03/24	2,651.31
DEPOSIT		2,948.03	01/03/24	5,599.34
DEPOSIT		3,240.68	01/03/24	8,840.02
DEPOSIT		6,171.04	01/03/24	15,011.06
METAVANTE CORP BILL PAYMT 07250-00		142.07	01/03/24	15,153.13
MERCHANT BANKCD DEPOSIT 496391735883		1,140.35	01/03/24	16,293.48

IPAY SOLUTIONS BILL PMT BILL PMT	1,472.61	01/03/24	17,766.09
CHECKFREE COUNTY WAT XXXXXX5397	2,997.09	01/03/24	20,763.18
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COUNTY WATER DISTRICT OF  
BILLINGS HEIGHTS  
GROSS INCOME ACCT

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ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
SPECTRUM SPECTRUM 6326255	149.98		01/03/24	20,613.20
CHECK(S)	2,804.42		01/03/24	17,808.78
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX XXXXXXXX4167	17,807.78		01/03/24	1.00
DEPOSIT		3,121.85	01/04/24	3,122.85
DEPOSIT		6,221.23	01/04/24	9,344.08
IPAY SOLUTIONS BILL PMT BILL PMT		925.55	01/04/24	10,269.63
METAVANTE CORP BILL PAYMT 2604400		1,598.14	01/04/24	11,867.77
MERCHANT BANKCD DEPOSIT 496391735883		2,437.30	01/04/24	14,305.07
CHECKFREE COUNTY WAT XXXXXX5397		2,927.38	01/04/24	17,232.45
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX XXXXXXXX4167	17,231.45		01/04/24	1.00
DEPOSIT		79.00	01/05/24	80.00
DEPOSIT		2,331.59	01/05/24	2,411.59
DEPOSIT		3,030.57	01/05/24	5,442.16
DEPOSIT		10,330.46	01/05/24	15,772.62
METAVANTE CORP BILL PAYMT 1612200		300.16	01/05/24	16,072.78
CHECKFREE COUNTY WAT XXXXXX5397		1,699.95	01/05/24	17,772.73
IPAY SOLUTIONS BILL PMT BILL PMT		1,828.59	01/05/24	19,601.32
MERCHANT BANKCD DEPOSIT 496391735883		5,221.62	01/05/24	24,822.94
WEX INC FLEET DEBI 9100009036252	725.78		01/05/24	24,097.16
CHECK(S)	14,000.00		01/05/24	10,097.16
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX XXXXXXXX4167	10,096.16		01/05/24	1.00
DEPOSIT		2,745.44	01/08/24	2,746.44
DEPOSIT		3,726.08	01/08/24	6,472.52
DEPOSIT		9,642.04	01/08/24	16,114.56
METAVANTE CORP BILL PAYMT 18017-00		194.23	01/08/24	16,308.79
IPAY SOLUTIONS BILL PMT BILL PMT		591.69	01/08/24	16,900.48
MERCHANT BANKCD DEPOSIT 496391735883		1,098.01	01/08/24	17,998.49
CHECKFREE COUNTY WAT XXXXXX5397		1,458.79	01/08/24	19,457.28
MERCHANT BANKCD DEPOSIT 496391735883		2,797.52	01/08/24	22,254.80
MERCHANT BANKCD DEPOSIT 496391735883		6,345.09	01/08/24	28,599.89
NORTHWESTERN NWE BILL 1563885	308.50		01/08/24	28,291.39
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX XXXXXXXX4167	28,290.39		01/08/24	1.00
DEPOSIT		16,849.84	01/09/24	16,850.84

METAVANTE CORP BILL PAYMT 16654-00	231.41	01/09/24	17,082.25
IPAY SOLUTIONS BILL PMT BILL PMT	657.60	01/09/24	17,739.85
MERCHANT BANKCD DEPOSIT 496391735883	1,135.27	01/09/24	18,875.12
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ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECKFREE COUNTY WAT XXXXXX5397		2,186.38	01/09/24	21,061.50
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	21,060.50		01/09/24	1.00
DEPOSIT		2,959.73	01/10/24	2,960.73
DEPOSIT		3,213.98	01/10/24	6,174.71
DEPOSIT		10,070.94	01/10/24	16,245.65
METAVANTE CORP BILL PAYMT 0702700		787.09	01/10/24	17,032.74
County Water Dis Budget Bil XXXXX1683		1,351.00	01/10/24	18,383.74
IPAY SOLUTIONS BILL PMT BILL PMT		1,428.92	01/10/24	19,812.66
MERCHANT BANKCD DEPOSIT 496391735883		2,238.35	01/10/24	22,051.01
CHECKFREE COUNTY WAT XXXXXX5397		2,926.14	01/10/24	24,977.15
HEIGHTS WATER DI UTIL BILL HEIGHTS WATER D		26,395.65	01/10/24	51,372.80
CHECK(S)	39.00		01/10/24	51,333.80
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	51,332.80		01/10/24	1.00
DEPOSIT		4,779.90	01/11/24	4,780.90
County Water Dis Special Re XXXXX1683		23.52	01/11/24	4,804.42
METAVANTE CORP BILL PAYMT 2203600		231.73	01/11/24	5,036.15
IPAY SOLUTIONS BILL PMT BILL PMT		359.69	01/11/24	5,395.84
CHECKFREE COUNTY WAT XXXXXX5397		683.92	01/11/24	6,079.76
MERCHANT BANKCD DEPOSIT 496391735883		1,911.78	01/11/24	7,991.54
ACH RTRN R01 BARRETO, FRANCISCO & J 19110-00				
	52.97		01/11/24	7,938.57
Tri County Telep Phone Bill XXXXX804-3				
	149.50		01/11/24	7,789.07
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	301.44		01/11/24	7,487.63
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	7,486.63		01/11/24	1.00
DEPOSIT		2,476.05	01/12/24	2,477.05
DEPOSIT		5,691.55	01/12/24	8,168.60
IPAY SOLUTIONS BILL PMT BILL PMT		79.02	01/12/24	8,247.62
METAVANTE CORP BILL PAYMT 16780-00		219.92	01/12/24	8,467.54
CHECKFREE COUNTY WAT XXXXXX5397		1,035.73	01/12/24	9,503.27
ACH RETURNED ITEM R02 07065-00 092901250035873				
	47.39		01/12/24	9,455.88
ACH RETURNED ITEM R02 08043-00 092901250035874				

	48.39	01/12/24	9,407.49
NORTHWESTERN NWE BILL 0246071	82.44	01/12/24	9,325.05
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ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
NORTHWESTERN NWE BILL 1249548	93.21		01/12/24	9,231.84
County Water Dis Vendor XXXXX1683				
	301.44		01/12/24	8,930.40
NORTHWESTERN NWE BILL 0286453	784.76		01/12/24	8,145.64
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	8,144.64		01/12/24	1.00
DEPOSIT		8,597.94	01/16/24	8,598.94
IPAY SOLUTIONS BILL PMT BILL PMT		152.70	01/16/24	8,751.64
MERCHANT BANKCD DEPOSIT 496391735883		689.51	01/16/24	9,441.15
MERCHANT BANKCD DEPOSIT 496391735883		740.27	01/16/24	10,181.42
CHECKFREE COUNTY WAT XXXXXX5397		825.18	01/16/24	11,006.60
MERCHANT BANKCD DEPOSIT 496391735883		1,756.66	01/16/24	12,763.26
MERCHANT BANKCD DEPOSIT 496391735883		6,071.62	01/16/24	18,834.88
Service Charges December 2023	810.63		01/16/24	18,024.25
Morrison Maierle WEB PAY XXXXXX0539				
	570.00		01/16/24	17,454.25
INTERSTATEENGINE WEBPAYMENT	1,337.50		01/16/24	16,116.75
INTERSTATEENGINE WEBPAYMENT	15,596.50		01/16/24	520.25
INTERSTATEENGINE WEBPAYMENT	24,172.50		01/16/24	23,652.25-
TRANSFER FROM MONEY MARKET SWEEP ACCOUNT				
XXXXXXXXXXXXXXXXXXXXXXXXXXXX4167		23,653.25	01/16/24	1.00
DEPOSIT		2,705.35	01/17/24	2,706.35
DEPOSIT		13,347.36	01/17/24	16,053.71
METAVANTE CORP BILL PAYMT 25067-00		27.18	01/17/24	16,080.89
County Water Dis Redeposit XXXXX1683		95.78	01/17/24	16,176.67
IPAY SOLUTIONS BILL PMT BILL PMT		578.32	01/17/24	16,754.99
CHECKFREE COUNTY WAT XXXXXX5397		710.85	01/17/24	17,465.84
MERCHANT BANKCD DEPOSIT 496391735883		1,306.53	01/17/24	18,772.37
FDMS FDMS PYMT 052-1480741-000	29.93		01/17/24	18,742.44
VERIZON WIRELESS PAYMENTS 057191517400001				
	170.00		01/17/24	18,572.44
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	18,571.44		01/17/24	1.00
IPAY SOLUTIONS BILL PMT BILL PMT		76.68	01/18/24	77.68
METAVANTE CORP BILL PAYMT 0414800		281.91	01/18/24	359.59
CHECKFREE COUNTY WAT XXXXXX5397		372.08	01/18/24	731.67
MERCHANT BANKCD DEPOSIT 496391735883		978.20	01/18/24	1,709.87

RETURNED DEPOSITED ITEM	47.15	01/18/24	1,662.72
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX			
XXXXXXXX4167	750.00	01/18/24	912.72
* * * C O N T I N U E D * * *			

FIRST INTERSTATE BANK  
PO BOX 31438  
BILLINGS, MT 59107-1438

030 00011 01  
ACCOUNT: XXXXXXXXXXXX2349  
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TELEPHONE:855-342-3400

COUNTY WATER DISTRICT OF  
BILLINGS HEIGHTS  
GROSS INCOME ACCT

=====

ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	911.72		01/18/24	1.00
DEPOSIT		8,722.77	01/19/24	8,723.77
METAVANTE CORP BILL PAYMT 2911000		65.88	01/19/24	8,789.65
IPAY SOLUTIONS BILL PMT BILL PMT		117.43	01/19/24	8,907.08
County Water Dis Stoican XXXXX1683		132.00	01/19/24	9,039.08
CHECKFREE COUNTY WAT XXXXXX5397		703.71	01/19/24	9,742.79
MERCHANT BANKCD DEPOSIT 496391735883		1,574.56	01/19/24	11,317.35
ENERGYLABORATORI PURCHASE BILLINGS HEIGHT	495.00		01/19/24	10,822.35
County Water Dis January Me XXXXX1683	750.00		01/19/24	10,072.35
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	10,071.35		01/19/24	1.00
DEPOSIT		4,240.93	01/22/24	4,241.93
METAVANTE CORP BILL PAYMT 2300300		94.77	01/22/24	4,336.70
CHECKFREE COUNTY WAT XXXXXX5397		512.73	01/22/24	4,849.43
County Water Dis Payments XXXXX1683		705.50	01/22/24	5,554.93
IPAY SOLUTIONS BILL PMT BILL PMT		1,170.87	01/22/24	6,725.80
MERCHANT BANKCD DEPOSIT 496391735883		1,415.33	01/22/24	8,141.13
MERCHANT BANKCD DEPOSIT 496391735883		2,518.89	01/22/24	10,660.02
MERCHANT BANKCD DEPOSIT 496391735883		3,434.34	01/22/24	14,094.36
HEIGHTS WATER DI UTIL BILL HEIGHTS WATER D		10,380.04	01/22/24	24,474.40
RETURNED DEPOSITED ITEM	100.00		01/22/24	24,374.40
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	24,373.40		01/22/24	1.00
IPAY SOLUTIONS BILL PMT BILL PMT		104.00	01/23/24	105.00
METAVANTE CORP BILL PAYMT 19050-00		161.16	01/23/24	266.16
CHECKFREE COUNTY WAT XXXXXX5397		724.23	01/23/24	990.39
MERCHANT BANKCD DEPOSIT 496391735883		820.20	01/23/24	1,810.59
ACH RTRN R20 SHREFFLER, AMANDA LUDW 04119-00	32.89		01/23/24	1,777.70
CHECK(S)	10.00		01/23/24	1,767.70
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXXX4167	1,766.70		01/23/24	1.00
IPAY SOLUTIONS BILL PMT BILL PMT		150.29	01/24/24	151.29
METAVANTE CORP BILL PAYMT 1625000		152.45	01/24/24	303.74

CHECKFREE COUNTY WAT XXXXXX5397	256.38 01/24/24	560.12
MERCHANT BANKCD DEPOSIT 496391735883	2,133.42 01/24/24	2,693.54
* * * C O N T I N U E D * * *		



FIRST INTERSTATE BANK  
PO BOX 31438  
BILLINGS, MT 59107-1438

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COUNTY WATER DISTRICT OF  
BILLINGS HEIGHTS  
GROSS INCOME ACCT

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ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
Outgoing Wire 433982 CITY OF BILLINGS- PUD				
	132,863.88		01/24/24	130,170.34-
TRANSFER FROM MONEY MARKET SWEEP ACCOUNT				
XXXXXXXXXXXXXXXXXXXX4167		130,171.34	01/24/24	1.00
DEPOSIT		100.00	01/25/24	101.00
DEPOSIT		3,712.34	01/25/24	3,813.34
DEPOSIT		17,435.29	01/25/24	21,248.63
METAVANTE CORP BILL PAYMT 28215-00		35.00	01/25/24	21,283.63
IPAY SOLUTIONS BILL PMT BILL PMT		47.36	01/25/24	21,330.99
CHECKFREE COUNTY WAT XXXXXX5397		210.47	01/25/24	21,541.46
MERCHANT BANKCD DEPOSIT 496391735883		2,009.63	01/25/24	23,551.09
CHECK(S)	75.00		01/25/24	23,476.09
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXX4167	23,475.09		01/25/24	1.00
IPAY SOLUTIONS BILL PMT BILL PMT		131.06	01/26/24	132.06
CHECKFREE COUNTY WAT XXXXXX5397		295.92	01/26/24	427.98
MERCHANT BANKCD DEPOSIT 496391735883		4,444.55	01/26/24	4,872.53
CHECK(S)	953.09		01/26/24	3,919.44
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXX4167	3,918.44		01/26/24	1.00
DEPOSIT		8,308.30	01/29/24	8,309.30
METAVANTE CORP BILL PAYMT 15027-00		78.60	01/29/24	8,387.90
CHECKFREE COUNTY WAT XXXXXX5397		228.24	01/29/24	8,616.14
MERCHANT BANKCD DEPOSIT 496391735883		666.20	01/29/24	9,282.34
MERCHANT BANKCD DEPOSIT 496391735883		2,472.64	01/29/24	11,754.98
MERCHANT BANKCD DEPOSIT 496391735883		4,278.31	01/29/24	16,033.29
MDU PAYMENTS XXXXXX1000	358.93		01/29/24	15,674.36
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXX4167	15,673.36		01/29/24	1.00
IPAY SOLUTIONS BILL PMT BILL PMT		188.66	01/30/24	189.66
MERCHANT BANKCD DEPOSIT 496391735883		318.54	01/30/24	508.20
CHECKFREE COUNTY WAT XXXXXX5397		420.08	01/30/24	928.28
MONTANASTATEFUND PREMIUM XXXXX9518				
	778.58		01/30/24	149.70
CHECK(S)	848.75		01/30/24	699.05-
TRANSFER FROM MONEY MARKET SWEEP ACCOUNT				
XXXXXXXXXXXXXXXXXXXX4167		700.05	01/30/24	1.00

DEPOSIT	8,171.85	01/31/24	8,172.85
IPAY SOLUTIONS BILL PMT BILL PMT	52.20	01/31/24	8,225.05
METAVANTE CORP BILL PAYMT 24089-00	75.00	01/31/24	8,300.05
* * * C O N T I N U E D * * *			

FIRST INTERSTATE BANK  
PO BOX 31438  
BILLINGS, MT 59107-1438

030 00011 01  
ACCOUNT: XXXXXXXXXXXX2349  
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01/31/2024

TELEPHONE:855-342-3400

COUNTY WATER DISTRICT OF  
BILLINGS HEIGHTS  
GROSS INCOME ACCT

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ANALYZED BUSINESS CHECKING ACCOUNT XXXXXXXXXXXX2349

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECKFREE COUNTY WAT XXXXXX5397		219.98	01/31/24	8,520.03
MERCHANT BANKCD DEPOSIT 496391735883		900.94	01/31/24	9,420.97
SPECTRUM SPECTRUM 4769236	149.98		01/31/24	9,270.99
TRANSFER TO MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXXXXXX				
XXXXXXX4167	9,269.99		01/31/24	1.00
BALANCE THIS STATEMENT .....			01/31/24	1.00

TOTAL DAYS IN STATEMENT PERIOD 12/30/23 THROUGH 01/31/24: 33

TOTAL CREDITS	(134)	485,505.82	MINIMUM BALANCE	1.00
TOTAL DEBITS	(61)	485,505.82	AVG AVAILABLE BALANCE	1.00
			AVERAGE BALANCE	1.00

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YOUR CHECKS SEQUENCED

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DATE...	CHECK #	AMOUNT	DATE...	CHECK #	AMOUNT	DATE...	CHECK #	AMOUNT
01/03	10978	780.00	01/03	10985	2,024.42	01/23	10989	10.00
01/02	10979*	2,205.00	01/26	10986	853.09	01/30	10990	848.75
01/05	10982*	14,000.00	01/26	10987	100.00			
01/10	10984	39.00	01/25	10988	75.00			

(\*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

\*\*\*\*\*

*		TOTAL FOR		TOTAL		PREVIOUS	*
*		THIS PERIOD		YEAR TO DATE		YEAR TOTAL	*
*-----*							
* TOTAL OVERDRAFT FEES:		\$ .00		\$ .00		\$ .00	*
*-----*							
* TOTAL RETURNED ITEM FEES:		\$ .00		\$ .00		\$ .00	*

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FIRST INTERSTATE BANK  
PO BOX 31438  
BILLINGS, MT 59107-1438

030 00011 01  
ACCOUNT: XXXXXXXXXXXX7508  
PAGE: 1  
01/31/2024

TELEPHONE:855-342-3400

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

30

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To contact your local branch call 406-255-5800

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BUSINESS INDEXED MONEY MARKET ACCOUNT XXXXXXXXXXXX7508

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			12/29/23	257,009.91
INTEREST		639.00	01/31/24	257,648.91
BALANCE THIS STATEMENT .....			01/31/24	257,648.91

TOTAL DAYS IN STATEMENT PERIOD 12/30/23 THROUGH 01/31/24: 33

TOTAL CREDITS (1) 639.00  
TOTAL DEBITS (0) .00

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	257,009.91	INTEREST EARNED:	639.00
AVERAGE AVAILABLE BALANCE:	257,009.91	DAYS IN PERIOD 12/30/23-01/31/24:	33
INTEREST PAID THIS PERIOD:	639.00	ANNUAL PERCENTAGE YIELD EARNED:	2.78%
INTEREST PAID 2024:	639.00		
INTEREST PAID 2023:	5,466.86		
INTEREST RATE:	2.75%		

FIRST INTERSTATE BANK  
PO BOX 31438  
BILLINGS, MT 59107-1438

030 00011 01  
ACCOUNT: XXXXXXXXXXXX0976  
DOCUMENTS: 0

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01/31/2024

TELEPHONE:855-342-3400

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

30  
0  
0

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To contact your local branch call 406-255-5800

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STATE COUNTY MUNICIPALITY CHECKING ACCOUNT XXXXXXXXXXXX0976

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			12/29/23	184,569.82
UIT PMT STATE OF MONTANA TXP*0041816 *IIT*170\	170.09		01/05/24	184,399.73
ASCENSUS TRUST RET PLAN 259835 01052024	1,378.33		01/05/24	183,021.40
ASCENSUS TRUST RET PLAN 259835 01052024	1,391.66		01/05/24	181,629.74
IRS USATAXPYMT 270440564460163	4,251.81		01/05/24	177,377.93
BILLINGS HEIGHTS PAYROLL	14,774.52		01/05/24	162,603.41
STATE OF MONTANA MT TAX PMT XXXXX3136	526.00		01/08/24	162,077.41
ASCENSUS TRUST RET PLAN 259835 01192024	1,459.18		01/19/24	160,618.23
ASCENSUS TRUST RET PLAN 259835 01192024	1,520.78		01/19/24	159,097.45
IRS USATAXPYMT 270441934538080	4,175.42		01/19/24	154,922.03
BILLINGS HEIGHTS PAYROLL	14,313.11		01/19/24	140,608.92
STATE OF MONTANA MT TAX PMT XXXXX2496	499.00		01/22/24	140,109.92
THE GUARDIAN FEB GP INS 76988900WWA0000	1,661.71		01/22/24	138,448.21
HEALTH CARE SERV OBPPAYMT XXXXXX6838	15,679.22		01/31/24	122,768.99
BALANCE THIS STATEMENT .....			01/31/24	122,768.99
TOTAL DAYS IN STATEMENT PERIOD 12/30/23 THROUGH 01/31/24:				33
TOTAL CREDITS	(0)	.00	MINIMUM BALANCE	122,768.99

TOTAL DEBITS	(13)	61,800.83	AVG AVAILABLE BALANCE	154,824.86
			AVERAGE BALANCE	154,824.86
		* * * C O N T I N U E D * * *		

FIRST INTERSTATE BANK  
PO BOX 31438  
BILLINGS, MT 59107-1438

030 00011 01  
ACCOUNT: XXXXXXXXXXXX0976  
DOCUMENTS: 0

PAGE: 2  
01/31/2024

TELEPHONE: 855-342-3400

COUNTY WATER DISTRICT OF  
BILLINGS HEIGHTS  
PAYROLL ACCOUNT

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STATE COUNTY MUNICIPALITY CHECKING ACCOUNT XXXXXXXXXXXX0976

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- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

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*****
*                                     | TOTAL FOR | TOTAL | PREVIOUS *
*                                     | THIS PERIOD | YEAR TO DATE | YEAR TOTAL *
*-----*
* TOTAL OVERDRAFT FEES:           | $ .00 | $ .00 | $ .00 *
*-----*
* TOTAL RETURNED ITEM FEES:       | $ .00 | $ .00 | $ .00 *
*****
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**Balancing Your Checking Account**

This form will assist you in balancing your checking account. Please complete all the information for the Statement Balance and Register Balance forms, and click the Calculate Balance buttons near the bottom of the page. **When the Adjusted Statement and Adjusted Check Register Balances at the bottom of the page equals each other, you have balanced your checking account.** If they do not equal each other, make sure all the information entered is correct and complete, and calculate and compare balances again.

FIRST INTERSTATE BANK  
401 N 31ST ST  
BILLINGS, MT 59101

030 00011 01  
ACCOUNT: XXXXXXXXXXXX4167  
DOCUMENTS: 0

PAGE: 1  
01/31/2024

TELEPHONE:855-342-3400

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

30  
0  
0

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To contact your local branch call 406-255-5000

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MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXX4167

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			12/29/23	625,189.48
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		4,994.79	01/02/24	630,184.27
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		17,807.78	01/03/24	647,992.05
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		17,231.45	01/04/24	665,223.50
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		10,096.16	01/05/24	675,319.66
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		28,290.39	01/08/24	703,610.05
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		21,060.50	01/09/24	724,670.55
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		51,332.80	01/10/24	776,003.35
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		301.44	01/11/24	776,304.79
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		7,486.63	01/11/24	783,791.42
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		8,144.64	01/12/24	791,936.06
TRANSFER TO ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXX XXXXX2349	23,653.25		01/16/24	768,282.81
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		18,571.44	01/17/24	786,854.25
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		750.00	01/18/24	787,604.25
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT				



XXXXXXXXXXXXXXXXXXXX2349	911.72	01/18/24	788,515.97
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT			
XXXXXXXXXXXXXXXXXXXX2349	10,071.35	01/19/24	798,587.32
* * * C O N T I N U E D * * *			

FIRST INTERSTATE BANK  
401 N 31ST ST  
BILLINGS, MT 59101

030 00011 01  
ACCOUNT: XXXXXXXXXXXX4167  
DOCUMENTS: 0

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01/31/2024

TELEPHONE:855-342-3400

COUNTY WATER DISTRICT OF  
HEIGHTS BILLINGS

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MONEY MARKET SWEEP ACCOUNT XXXXXXXXXXXX4167

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		24,373.40	01/22/24	822,960.72
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		1,766.70	01/23/24	824,727.42
TRANSFER TO ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXX XXXXX2349	130,171.34		01/24/24	694,556.08
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		23,475.09	01/25/24	718,031.17
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		3,918.44	01/26/24	721,949.61
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		15,673.36	01/29/24	737,622.97
TRANSFER TO ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXX XXXXX2349	700.05		01/30/24	736,922.92
INTEREST		397.59	01/31/24	737,320.51
TRANSFER FROM ANALYZED BIZ CKG ACCOUNT XXXXXXXXXXXXXXXXXXXX2349		9,269.99	01/31/24	746,590.50
BALANCE THIS STATEMENT .....			01/31/24	746,590.50

TOTAL DAYS IN STATEMENT PERIOD 12/30/23 THROUGH 01/31/24: 33

TOTAL CREDITS	(21)	275,925.66	MINIMUM BALANCE	630,184.27
TOTAL DEBITS	(3)	154,524.64	AVG AVAILABLE BALANCE	732,940.14
			AVERAGE BALANCE	732,940.14

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	732,940.14	INTEREST EARNED:	397.59
AVERAGE AVAILABLE BALANCE:	732,940.14	DAYS IN PERIOD:12/30/23-01/31/24:	33
INTEREST PAID THIS PERIOD:	397.59	ANNUAL PERCENTAGE YIELD EARNED:	.60%
INTEREST PAID 2024:	397.59		
INTEREST PAID 2023:	3,591.91		

02/01/24  
11:43:13

BILLINGS HEIGHTS WATER DISTRICT  
Check Register for Gross Receipts  
For the Accounting Period: 1/24

Page: 1 of 3  
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99473	C E	371 TCT	0.00	01/10/24			
-99472	* E	371 TCT	149.50	01/10/24	1/24	CL 878	
-99471	E	418 WEX	725.78	01/03/24	1/24	CL 932	149.50
-99470	E	298 NORTHWESTERN ENERGY	308.50	01/08/24	1/24	CL 933	725.78
-99469	E	298 NORTHWESTERN ENERGY	93.21	01/12/24	1/24	CL 928	308.50
-99468	E	298 NORTHWESTERN ENERGY	784.76	01/12/24	1/24	CL 931	93.21
-99467	E	298 NORTHWESTERN ENERGY	82.44	01/12/24	1/24	CL 930	784.76
-99466	E	397 UNEMPLOYMENT INSURANCE DIVISION	170.09	01/05/24	1/24	CL 929	82.44
-99465	E	361 STATE COMPENSATION INSURANCE FUND	778.58	01/27/24	1/24	CL 934	170.09
-99464	E	262 MONTANA DAKOTA UTILITIES	358.93	01/25/24	1/24	CL 935	778.58
-99463	E	404 UTILITIES UNDERGROUND LOCATION CENTER	301.44	01/12/24	1/24	CL 936	358.93
-99462	E	201 INTERSTATE ENGINEERING, INC.	1337.50	01/12/24	1/24	CL 937	301.44
-99461	E	201 INTERSTATE ENGINEERING, INC.	15596.50	01/12/24	1/24	CL 940	1337.50
-99460	E	201 INTERSTATE ENGINEERING, INC.	24172.50	01/12/24	1/24	CL 941	15596.50
-99459	E	279 MORRISON MAIERLE SYSTEMS	570.00	01/12/24	1/24	CL 942	24172.50
-99458	E	127 ENERGY LABORATORIES, INC.	495.00	01/18/24	1/24	CL 943	570.00
-99457	E	258 MING CABRERA	100.00	01/19/24	1/24	CL 944	495.00
-99456	E	442 JENNIFER BURNSIDE	150.00	01/19/24	1/24	CL 947	100.00
-99455	E	468 THOMAS ZURBUCHEN	100.00	01/19/24	1/24	CL 948	150.00
-99454	E	227 LAURA DRAGER	100.00	01/19/24	1/24	CL 949	100.00
-99453	E	482 DOUG KARY	100.00	01/19/24	1/24	CL 950	100.00
-99452	E	481 FRANK EWALT	100.00	01/19/24	1/24	CL 951	100.00
-99451	E	487 JEFF ESSMANN	100.00	01/19/24	1/24	CL 952	100.00
-99450	E	51 BILLINGS/CITY OF (WATER-WASTE	132863.88	01/25/24	1/24	CL 953	100.00
						CL 954	132863.88

02/01/24  
11:43:13

BILLINGS HEIGHTS WATER DISTRICT  
Check Register for Gross Receipts  
For the Accounting Period: 1/24

Page: 2 of 3  
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99449	E	279 MORRISON MAIERLE SYSTEMS	2100.00	02/01/24	1/24		
-99448	E	246 MASTERCARD - JOSH	119.87	01/31/24	1/24	CL 957	2100.00
-99447	E	243 MASTERCARD - CLAY	192.90	01/31/24	1/24	CL 958	119.87
-99446	E	247 MASTERCARD - OFFICE	3885.73	01/31/24	1/24	CL 959	192.90
-99445 (C)	E	298 NORTHWESTERN ENERGY	0.00	02/15/24		CL 960	3885.73
-99444 (C)	E	298 NORTHWESTERN ENERGY	0.00	02/12/24		CL 962	
-99443 (C)	E	298 NORTHWESTERN ENERGY	0.00	02/12/24		CL 963	
-99442 (C)	E	298 NORTHWESTERN ENERGY	0.00	02/12/24		CL 964	
-99441 *	E	71 CHARTER	149.98	02/02/24	1/24	CL 965	
10986	S	27 BADGER METER, INC.	853.09	01/11/24		CL 966	149.98
10987	S	52 BLACK MOUNTAIN SOFTWARE	100.00	01/11/24		CL 938	853.09
10988	S	366 SUSAN SWIMLEY	75.00	01/19/24		CL 939	100.00
10989	S	446 Valli Information Systems, Inc.	10.00	01/19/24		CL 946	75.00
10990	S	24 ASCENSUS TRUST CO	848.75	01/25/24		CL 945	10.00
10991	S	271 MONTANA RURAL WATER SYSTEMS	400.00	01/25/24		CL 956	848.75
10992	S	399 UNITED STATES POST OFFIC	1869.10	01/30/24		CL 955	400.00
						CL 961	1869.10

Total for Claim Checks 190143.03  
Count for Claim Checks 40

\* denotes missing check number(s)

# of Checks: 40 Total: 190143.03

02/01/24  
11:43:13

BILLINGS HEIGHTS WATER DISTRICT  
Fund Summary for Claim Check Register  
For the Accounting Period: 1/24

Page: 3 of 3  
Report ID: AP110

Fund/Account	Amount
5210 Water 101012	190,143.03
Total:	190,143.03

02/01/24  
10: 57: 37

BILLINGS HEIGHTS WATER DISTRICT  
Check Register For Payrolls from 01/01/24 to 01/31/24

Page: 1 of 2  
Report ID: W100A

Check #	Payee #/Name	Check Amount	Date Issued	Period Redeemed	Receipt Acct
-89529	6 JENNIFER M BURNSIDE	1628.45	01/05/24	1/24	
-89528	10 QUIN T FUHRMAN	2138.60	01/05/24	1/24	
-89527	13 MATTHEW KADLEC	1814.58	01/05/24	1/24	
-89526	2 CLAY J MCCAFFREE	1827.34	01/05/24	1/24	
-89525	11 SUZANNE M MCKETHEN	1342.63	01/05/24	1/24	
-89524	12 AUSTIN MISTRETTA	1686.77	01/05/24	1/24	
-89523	1 ANDREW W REICHENBACH	1734.76	01/05/24	1/24	
-89522	7 JOSHUA C SIMPSON	2601.39	01/05/24	1/24	
-89521	FIT EFTPS	4251.81	01/05/24	1/24	
-89520	SIT MT DEPT OF REVENUE	526.00	01/05/24	1/24	
-89519	401K ASCENSUS	2003.94	01/05/24	1/24	
-89518	401K PS ASCENSUS	766.05	01/05/24	1/24	
-89517	6 JENNIFER M BURNSIDE	1628.45	01/19/24	1/24	
-89516	10 QUIN T FUHRMAN	1941.36	01/19/24	1/24	
-89515	13 MATTHEW KADLEC	1056.30	01/19/24	1/24	
-89514	2 CLAY J MCCAFFREE	1951.76	01/19/24	1/24	
-89513	11 SUZANNE M MCKETHEN	1344.38	01/19/24	1/24	
-89512	12 AUSTIN MISTRETTA	1532.94	01/19/24	1/24	
-89511	1 ANDREW W REICHENBACH	2255.74	01/19/24	1/24	
-89510	7 JOSHUA C SIMPSON	2602.18	01/19/24	1/24	
-89509	FIT EFTPS	4175.42	01/19/24	1/24	
-89508	SIT MT DEPT OF REVENUE	499.00	01/19/24	1/24	
-89507	401K ASCENSUS	2176.93	01/19/24	1/24	
-89506	401K PS ASCENSUS	803.03	01/19/24	1/24	
-89505	6 JENNIFER M BURNSIDE	0.00	01/19/24	1/24	
-89504	10 QUIN T FUHRMAN	0.00	01/19/24	1/24	

02/01/24  
10: 57: 37

BILLINGS HEIGHTS WATER DISTRICT  
Check Register For Payrolls from 01/01/24 to 01/31/24

Page: 2 of 2  
Report ID: W100A

Check #	Payee #/Name	Check Amount	Date Issued	Period Redeemed	Receipt Acct
-89503	13 MATTHEW KADLEC	0.00	01/19/24	1/24	
-89502	2 CLAY J MCCAFFREE	0.00	01/19/24	1/24	
-89501	11 SUZANNE M MCKETHEN	0.00	01/19/24	1/24	
-89500	12 AUSTIN MISTRETTA	0.00	01/19/24	1/24	
-89499	1 ANDREW W REICHENBACH	0.00	01/19/24	1/24	
-89498	7 JOSHUA C SIMPSON	0.00	01/19/24	1/24	
-89497	HEALTH INS BCBS	15679.22	01/31/24	1/24	
-89496	DENTAL GUARDIAN	1661.71	01/20/24	1/24	

\* denotes missing check number(s)

# of Checks:	34	Total :	61630.74	Electronic Checks:	61,630.74
				Non-electronic Checks:	0.00

5210 Water

## Assets

### Current Assets

Operations & Maint Ckg	(	70.00)	
Gross Income Fund Ckg		740,010.89	
Payroll Checking		120,583.39	
Undeposited Funds		1,802.58	
First Interstate Savings		257,648.91	
Yellowstone Bank		221,503.09	
D A Davidson Money Market		13.00	
D A Davidson	(	100,000.00)	
D A Davidson Investment		100,000.00	
Stifel Nicolaus		6,288,000.00	
Stifel Money Market		273,581.53	
Discount/Premium - Solomon S.B.	(	36,282.04)	
Petty Cash		100.00	
Change Fund		150.00	
Accts Rec - Water		268,463.44	
Accts Rec		4,866.01	
Accrued Investment Interest		44,592.86	
Prepaid Expense		2,193.91	
Inventory - Supplies		158,347.57	
		-----	
Total Current Assets			8,345,505.14

### Fixed Assets

Land		245,961.00	
Buildings		575,033.40	
Maint Equip & Vehicles		956,966.20	
Office Equipment		138,738.12	
Maint & Equipment		22,420,330.99	
Accumulated Depreciation	(	11,321,899.51)	
		-----	
Total Fixed Assets			13,015,130.20

Total Assets	-----	21,360,635.34
--------------	-------	---------------

## Liabilities and Equity

### Current Liabilities

CONVERSION Accounts Payable	2,844.67
Comp Abs Payable	81,391.75
FIT Payable	7,023.99
State UCC Payable	671.32



02/14/24  
15:26:22

BILLINGS HEIGHTS WATER DISTRICT  
Balance Sheet  
For the Accounting Period: 1 / 24

Page: 2 of 4  
Report ID: L150

5210 Water

MT Unemp Payable	(	737.45)	
401k Payable		5,836.32	
Refunds Payable	(	1,121.38)	
		-----	
Total Current Liabilities			95,909.22
Long-Term Liabilities			
Bonds Payable - Series 2011 Bond B Loan		243,000.00	
Bonds Payable - Series 2016 Bond C Loan		2,035,000.00	
Bonds Payable - Series 2017 Bond A Loan		1,651,000.00	
		-----	
Total Long-Term Liabilities			3,929,000.00
Total Liabilities			----- 4,024,909.22
Equity			
Fund Balance - Operations & Maint Fund		565,257.45	
Fund Balance - Acquisition Fund		8,857,227.00	
Fund Balance - Capital Improv Fund		6,651,560.00	
Fund Balance - Reserve Fund		184,383.00	
Retained Earnings		554,048.65	
CURRENT YEAR INCOME/(LOSS)		523,250.02	
		-----	
Total Equity			17,335,726.12
Total Liabilities & Equity			----- 21,360,635.34

7910 Payroll Clearing

Assets

Current Assets

Payroll Checking	2,185.60	
	-----	
Total Current Assets		2,185.60
		-----
Total Assets		2,185.60

Liabilities and Equity

Current Liabilities

Social Security Payable	( 120.58)	
Medicare Payable	( 28.20)	
FIT Payable	( 170.71)	
SIT Payable	( 51.00)	
MT Unemp Payable	646.36	
401k Payable	( 640.55)	
BCBS Health Ins Payable	2,134.90	
Guardian-Dental Payable	276.83	
Guardian-Vision Payable	44.92	
Guardian-LTD Payable	47.29	
Guardian-STD Payable	35.47	
Guardian-Life Payable	10.87	
	-----	
Total Current Liabilities		2,185.60
		-----
Total Liabilities & Equity		2,185.60

BILLINGS HEIGHTS WATER DISTRICT  
Balance Sheet  
For the Accounting Period: 1 / 24

7930 Claims Clearing

Assets

Current Assets		
Gross Income Fund Ckg	9,874.17	
	-----	
Total Current Assets		9,874.17
Total Assets		9,874.17

Liabilities and Equity

Current Liabilities		
Checks Payable	9,874.17	
	-----	
Total Current Liabilities		9,874.17
Total Liabilities & Equity		9,874.17

# STIEFEL

6323 95393 47697 5963 SNFSNF001\_R\_R\_008p\_001

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

RECEIVED  
FEB 2024

January 1 -  
January 31, 2024  
Account Number:

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4

## STIEFEL ACCOUNT STATEMENT

### PORTFOLIO SUMMARY

	January 31	December 31
Net Cash Equivalents **	24,907.42	2,854.56
Net Portfolio Assets held at Stifel 4	6,596,819.89	6,546,840.01
Net Portfolio Assets not held at Stifel		
Net Portfolio Value	\$6,621,727.31	\$6,549,694.57

### YOUR CHANGE IN PORTFOLIO VALUE

	January 31	December 31
Net Cash Flow (Inflows/Outflows) 2		
Securities Transferred In/Out		
Income and Distributions	23,244.83	8,386.05
Change in Securities Value	48,787.91	45,541.80
Net Change in Portfolio Value	\$72,032.74	\$53,927.85

\*\* See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.  
2 Does not include cost or proceeds for buy or sell transactions.  
4 Includes balances which are FDIC Insured bank deposits, not cash held in your Securities Account and not covered by SIPC.  
You have securities maturing and/or options expiring.

### YOUR ASSET SUMMARY

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

What are your financial resolutions for 2024? Put away more for retirement? Start saving for college? Review estate planning matters? Whatever your goals may be, your Stifel Financial Advisor can help.

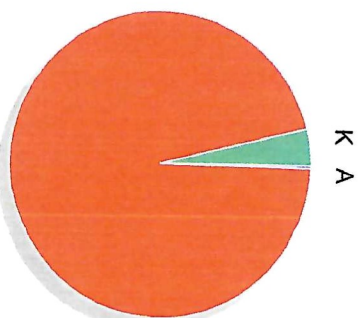
### ACCOUNT PROTECTION

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 our 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 information 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](http://www.stifel.com/disclosures/account-agreement).

Stifel, Nicolaus & Company, Incorporated | Member SIPC & NYSE | [www.stifel.com](http://www.stifel.com) | One Financial Plaza | 501 North Broadway | St. Louis, Missouri 63102

	January 31, 2024 (\$)	Value on Percentage of your account
A Net Cash Equivalents**	24,907.42	0.38%
E Fixed Income-Other	6,333,852.75	95.65%
K Stifel Smart Rate 4	262,967.14	3.97%
Total Assets	\$6,621,727.31	100.00%



# STIFEL

COUNTY WATER DISTRICT  
OF BILLINGS HEIGHTS

January 1 -  
January 31, 2024  
Account Number:

## ASSET SUMMARY

Value as of January 31, 2024

	At Stifel	Not at Stifel	Total	% of assets *	Gains/(-) Losses	Realized	Year-to-date
					Unrealized	This Period	
Cash							
Cash Sweep**							
Margin Balance	24,907.42		24,907.42	0.38%			
<b>A. Net Cash Equivalents</b>	<b>\$24,907.42</b>		<b>\$24,907.42</b>	<b>0.38%</b>			
B. Equities							
C. Preferreds							
D. Fixed Income-Muni							
E. Fixed Income-Other	6,333,852.75		6,333,852.75	95.65%			
F. Mutual Funds					-2,789.36		
G. Unit Investment Trusts							
H. Insurance Products							
I. Alternative Investments							
J. Other Investments							
K. Stifel Smart Rate Program **	262,967.14		262,967.14	3.97%			
<b>Net Portfolio Assets</b>	<b>\$6,596,819.89</b>	<b>\$0.00</b>	<b>\$6,596,819.89</b>	<b>99.62%</b>			
<b>Net Portfolio Value</b>	<b>\$6,621,727.31</b>	<b>\$0.00</b>	<b>\$6,621,727.31</b>	<b>100.00%</b>			
<b>INCOME &amp; DISTRIBUTION SUMMARY</b>							
	Security Type	Year-to-date	This period				
Dividends	Tax-Exempt						
	Taxable						
Interest	Tax-Exempt						
	Taxable	23,244.83	23,244.83				
Capital Gain Distributions							
Return of Principal							
Other							
<b>Total Income &amp; Distributions</b>		<b>\$23,244.83</b>	<b>\$23,244.83</b>				

## INFORMATION SUMMARY

	Security Type	Year-to-date	This period
Accrued Interest Paid	Tax-Exempt		
	Taxable		
Accrued Interest Received	Tax-Exempt		
	Taxable		
Gross Proceeds			
Federal Withholding			
Foreign Taxes Paid			
Margin Interest Charged			

Please note " % of assets " figures are shown gross of any amounts owed to Stifel and/or net short positions.  
Include balances which are FDIC insured bank deposits, not cash held in your Securities Account and not covered by SIPC.



02/14/24  
13:10:20

BILLINGS HEIGHTS WATER DISTRICT  
Object Summary Budget vs. Actual Query  
For the Accounting Period: 2 / 24

Page: 1 of 2  
Report ID: B100SO

Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
110 Salary	22,056.29	364,119.46	596,082.00	596,082.00	231,962.54	61%
112 Directors Fees	0.00	5,900.00	23,776.00	23,776.00	17,876.00	25%
114 Salary - Bonus	0.00	0.00	0.00	0.00	0.00	0%
141	0.00	0.00	0.00	0.00	0.00	0%
142 FICA - SS/Medicare	1,687.32	27,855.25	45,607.00	45,607.00	17,751.75	61%
145 Unemployment	176.45	1,115.63	3,908.00	3,908.00	2,792.37	29%
146 Workers Comp	960.14	4,979.88	10,313.00	10,313.00	5,333.12	48%
147 Retirement Benefits	1,494.19	26,051.44	48,680.00	48,680.00	22,628.56	54%
148 Employee Insurance	8,668.21	130,762.66	212,680.00	212,680.00	81,917.34	61%
149 Payroll Taxes	0.00	0.00	0.00	0.00	0.00	0%
1XX Object Group Total	35,042.60	560,784.32	941,046.00	941,046.00	380,261.68	60%
211 Office Supplies & Equip	0.00	3,855.63	4,596.00	4,596.00	740.37	84%
221 Operating Supplies	0.00	1,527.02	4,789.00	4,789.00	3,261.98	32%
222 Lab and Medical Supplies	0.00	170.00	317.00	317.00	147.00	54%
226 Clothing & Uniforms	0.00	-9.99	1,946.00	1,946.00	1,955.99	-1%
231 Gas, Oil, Fuel	1,649.71	11,059.34	18,875.00	18,875.00	7,815.66	59%
233 Machinery & Equip Parts	0.00	6,138.40	17,285.00	17,285.00	11,146.60	36%
236 Water Main & Line Repair	5,224.99	11,705.32	23,140.00	23,140.00	11,434.68	51%
241 Consumable Tools	0.00	3,800.22	1,817.00	1,817.00	-1,983.22	209%
243 Safety Supplies	0.00	2,717.50	127.00	127.00	-2,590.50	***%
2XX Object Group Total	6,874.70	40,963.44	72,892.00	72,892.00	31,928.56	56%
311 Communication & Postage	0.00	17,307.26	28,441.00	28,441.00	11,133.74	61%
321 Printing & Forms	0.00	509.28	1,879.00	1,879.00	1,369.72	27%
331 Subscriptions & Legal Notices	0.00	375.70	855.00	855.00	479.30	44%
335 Memberships & Dues	0.00	2,517.00	2,055.00	2,055.00	-462.00	122%
339 Certification Renewals	0.00	409.30	1,070.00	1,070.00	660.70	38%
341 Electricity	2,667.66	33,683.60	49,096.00	49,096.00	15,412.40	69%
342 Gas	490.33	1,554.02	3,699.00	3,699.00	2,144.98	42%
343 Sewer	0.00	873.07	1,516.00	1,516.00	642.93	58%
344 Telephone & Internet Access	155.46	2,325.67	3,395.00	3,395.00	1,069.33	69%
345 Cell Phone	170.01	1,442.79	2,373.00	2,373.00	930.21	61%
346 Elm-Utilities Underground	0.00	4,367.55	5,254.00	5,254.00	886.45	83%
347 Permits	0.00	102.50	103.00	103.00	0.50	100%
348 Billings Alarm	0.00	780.00	655.00	655.00	-125.00	119%
349 Quality Testing	495.00	6,147.81	7,196.00	7,196.00	1,048.19	85%
351 Legal Fees	0.00	14,814.05	22,771.00	22,771.00	7,956.95	65%
352 Accounting Fees	0.00	14,000.00	14,956.00	14,956.00	956.00	94%
353 Engineering Fees	0.00	2,573.30	167,370.00	167,370.00	164,796.70	2%
355 Data Processing Services	426.72	13,615.17	49,578.00	49,578.00	35,962.83	27%
361 Repair & Maint. Contract Servic	2,075.50	47,494.96	21,801.00	21,801.00	-25,693.96	218%
363 Meters Repair & Maintenance	11,095.55	22,572.17	57,660.00	57,660.00	35,087.83	39%
366 Building Maintenance	0.00	0.00	1,355.00	1,355.00	1,355.00	0%
371 Travel & Lodging	0.00	1,124.69	2,023.00	2,023.00	898.31	56%
381 Training & Tuition	0.00	1,645.00	1,392.00	1,392.00	-253.00	118%

02/14/24  
13:10:20

BILLINGS HEIGHTS WATER DISTRICT  
Object Summary Budget vs. Actual Query  
For the Accounting Period: 2 / 24

Page: 2 of 2  
Report ID: B100SO

Object		Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
3XX	Object Group Total	17,576.23	190,234.89	446,493.00	446,493.00	256,258.11	43%
	411 Concrete	0.00	5,600.00	5,351.00	5,351.00	-249.00	105%
	451 Gravel & Sand	1,182.49	2,174.28	3,203.00	3,203.00	1,028.72	68%
	471 Asphalt & Cold Mix	0.00	6,129.00	15,660.00	15,660.00	9,531.00	39%
4XX	Object Group Total	1,182.49	13,903.28	24,214.00	24,214.00	10,310.72	57%
	510 Business Insurance	411.00	94,557.00	12,910.00	94,146.00	-411.00	100%
	533 Equipment Rental	0.00	0.00	0.00	0.00	0.00	0%
	555 Bank Service Charges	0.00	8,353.62	8,178.00	8,178.00	-175.62	102%
	591 Taxes	0.00	12,995.46	7,897.00	7,897.00	-5,098.46	165%
	592 DEQ Service Connection Fee	0.00	0.00	11,962.00	11,962.00	11,962.00	0%
5XX	Object Group Total	411.00	115,906.08	40,947.00	122,183.00	6,276.92	95%
	620 Interest	0.00	0.00	0.00	0.00	0.00	0%
6XX	Object Group Total	0.00	0.00	0.00	0.00	0.00	0%
	810 Losses (Bad Debt)	0.00	7.35	0.00	0.00	-7.35	0%
	890 Miscellaneous	0.00	0.00	0.00	0.00	0.00	0%
	892 Bank Reconciliation-Cash	0.00	917.96	0.00	0.00	-917.96	0%
	899 Water Purchased	0.00	1,625,114.33	3,026,106.00	3,026,106.00	1,400,991.67	54%
8XX	Object Group Total	0.00	1,626,039.64	3,026,106.00	3,026,106.00	1,400,066.36	54%
	920 Capital Improvements	0.00	184,720.00	183,405.00	183,405.00	-1,315.00	101%
	930 Capital Outlay-Improvements to	35,862.35	47,412.92	443,437.00	443,437.00	396,024.08	11%
	940 Capital Outlay-Building &	0.00	16,266.01	162,372.00	162,372.00	146,105.99	10%
	970 Project Engineering	0.00	113,262.06	162,416.00	162,416.00	49,153.94	70%
9XX	Object Group Total	35,862.35	361,660.99	951,630.00	951,630.00	589,969.01	38%
	Grand Total:	96,949.37	2,909,492.64	5,503,328.00	5,584,564.00	2,675,071.36	52%

BILLINGS HEIGHTS WATER DISTRICT  
Income Statement  
For the Accounting Period: 1 / 24

Combined Funds

----- Current Year -----					
	Current Month	Current YTD	Budget	Variance	%
Revenue					
Revenue Charges for Service					
343021 Water Revenue	298,691.78	3,247,660.96	4,815,130.00	-1,567,469.04	67
343023 Hydrant Rental	240.00	1,775.00	1,360.00	415.00	131
343026 Service Line Fee	5,000.00	55,543.39	205,323.00	-149,779.61	27
343027 Misc Water Revenue	1,053.27	5,692.68	512,264.00	-506,571.32	1
343028 Buy-In Fees		1,830.14		1,830.14	
343300 Misc Charges for Services	2,436.14	16,219.49	2,913.00	13,306.49	557
343380 Inspection Fees	100.00	2,550.00	1,100.00	1,450.00	232
369899 Interest Paid on Security Deposits			-6,519.00	6,519.00	
Total Revenue Charges for	307,521.19	3,331,271.66	5,531,571.00	-2,200,299.34	60
Total Revenue	307,521.19	3,331,271.66	5,531,571.00	-2,200,299.34	60
Cost of Goods Sold					
430100 Cost of Good Sold	132,863.88	1,625,114.33	3,026,106.00	1,400,991.67	54
					54
Total Cost of Goods Sold	132,863.88	1,625,114.33	3,026,106.00	1,400,991.67	54
Gross Profit	174,657.31	1,706,157.33			
Operating Expenses					
430510 Administrative	25,489.53	255,104.42	453,486.00	198,381.58	56
430520 Water	54,380.33	606,525.88	993,767.00	387,241.12	61
					60
Total Operating Expenses	79,869.86	861,630.30	1,447,253.00	585,622.70	60
Net Income (Loss) from Operations	94,787.45	844,527.03			
Other Income					
371010 Investment Earnings	639.00	4,521.63	3,579.00	942.63	126
					126
Total Other Income	639.00	4,521.63	3,579.00	942.63	126
Other Expenses					
490700 Capital Improvements	41,106.50	325,798.64	1,111,205.00	785,406.36	29
					29
Total Other Expenses	41,106.50	325,798.64	1,111,205.00	785,406.36	29
Net Income (Loss)	54,319.95	523,250.02			



# DAILY FORCE ACCOUNT/BACKCHARGE/EXTRA WORK REPORT



Job No. \_\_\_\_\_ Job Name/Location: \_\_\_\_\_ Heights Water District

Date: \_\_\_\_\_ 01/19/2024 \_\_\_\_\_ WMC Report No.: \_\_\_\_\_

Describe Work Performed:

Repair Water Main Break on ST. Andrew Main Street in Front of Starbucks.

The information contained here-in shall represent the work performed on the date noted. Western Municipal Construction reserves the right to include overlooked expenses before final invoice.

LABOR USED - WITHOUT MARKUP								
Name	Classification	Straight or Blended		Total St. Time	Overtime		Total Overtime	TOTAL
		Hours	Rate		Hours	Rate		
Mike Bingen	Superintendent	13	\$140.00	\$1,820.00			\$0.00	\$1,820.00
Wyatt Frost	Foreman Operator	12	\$120.00	\$1,440.00			\$0.00	\$1,440.00
Zack Donnett	Operator	6	\$75.00	\$450.00			\$0.00	\$450.00
Roger Hoppe	Operator	12	\$75.00	\$900.00			\$0.00	\$900.00
Jay Johnson	Operator	12	\$75.00	\$900.00			\$0.00	\$900.00
Shop	Shop	4	\$90.00	\$360.00			\$0.00	\$360.00
		Subtotal Labor		\$5,870.00	Subtotal Labor		\$0.00	Total Labor \$5,870.00

OWNED EQUIPMENT - WITHOUT MARKUP				RENTAL EQUIPMENT - WITHOUT MARKUP			
Description	Hrs Wkd	Cost / Rate	Total	Description	Hrs Wkd	Cost / Rate	Total
Volvo 160 Excavator	11.0	\$230.00	\$2,530.00				\$0.00
544 Loader	11.0	\$78.00	\$858.00				\$0.00
3/4 ton Pickup / Small Tools	22.0	\$46.00	\$1,012.00				\$0.00
Subtotal Prior to Sales Tax			\$4,400.00	Subtotal Prior to Sales Tax			\$0.00
Sales Tax if Applicable		%	\$0.00	Sales Tax if Applicable		%	\$0.00
Subtotal Equipment			\$4,400.00	Subtotal Rental Equipment			\$0.00
				TOTAL EQUIPMENT			\$4,400.00

MATERIALS USED / EXPENSES - WITHOUT MARKUP				
Itemize Completely	Units	UOM	Cost / Rate	Total
JCT Trucking	1.0	LS	\$1,300.00	\$1,300.00
			Subtotal Prior to Sales Tax	\$1,300.00
Sales Tax if Applicable			%	\$0.00
			Total Materials / Expenses	\$1,300.00

SUBCONTRACTORS - WITHOUT MARKUP				
Itemize Completely	Units	UOM	Cost / Rate	Total
				\$0.00
Total Subcontractors				\$0.00

SUMMARY		
Labor		\$5,870.00
Equipment		\$4,400.00
Materials		\$1,300.00
Subcontractor		\$0.00
Construction Time Affected : Yes <input type="checkbox"/> No <input type="checkbox"/>	Subtotal	\$11,570.00
Notes on Contract Time:	Add Markup Labor/Equipment/Material 30 %	\$3,471.00
	Subtotal	\$15,041.00
	Add Gross Receipts Tax, Bonds & Insurance 3 %	\$451.23
	Grand Total	\$15,492.23

Signature & Printed Name of Project Representative

Signature of Western Municipal Construction Representative



# PROPOSAL for COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

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January 01, 2023

## JANITORIAL SERVICES:

**2 days per week:** Tuesday & Friday

\$ 949.00 per month

*Please Note: The above price includes everything detailed in Schedule A.*

## OPTIONAL SERVICES:

### **Hard Floor Care** *(Preventive Maintenance of Hard Floors)*

Deep scrub LVT

Quote upon Request

### **Window Care** *(Exterior & Interior of Exterior)*

Quote upon Request

### **Miscellaneous Services:**

Shredding Services <i>(High security cross-cut)</i>	\$ 0.22 per Lb. + \$17.00 Pickup Fee
Light Maintenance	\$ 37.00 per hour
Extra Cleaning or Post Construction Cleanup	\$ 37.00 per hour
Extra Carpet or Floor Care Services	\$ 37.00 per hour
Furniture Care <i>(Hot water extraction method. Includes fabric protectant.)</i>	\$ 17.00 per chair

### **Building Supplies:** *(Most commonly used supplies)*

24 x 33 Small Hi-Density Can Liners <i>(1000/Case)</i>	\$ 35.93 per case
40 x 48 Large Hi-Density Can Liners <i>(250/Case)</i>	\$ 47.73 per case
Hi Quality 2-Ply Toilet Tissue <i>(90/Case)</i>	\$ 83.12 per case
Hi Quality Multifold Hand Towels <i>(4000/Case)</i>	\$ 45.80 per case
QSC Hand Soap <i>(12 ea. 800 ml. boxes/Case)</i>	\$ 79.07 per case



## SCHEDULE A

### BUILDING CLEANING SCHEDULE

#### Service and Frequency to be Performed

April 23, 2020 - Revision

OFFICE AREAS	TIMES WEEKLY	TIMES MONTHLY	TIMES YEARLY
Wipe countertops and tables of fingerprints, spills and smudges	2		
Spot clean walls of fingerprints, spills and smudges	2		
Dust surfaces between shoulders and knees	2		
Spot clean partition glass and light switches	2		
Sweep and damp mop hard floors	2		
Spot clean carpet (2" or smaller)	2		
Vacuum carpeted areas	2		
Empty trash. Replace liners when needed	2		
Dust areas above shoulders and below knees	1		
Clean file cabinets	1		

**Please Note:** Excess trash, not in trash cans, needs to be marked "TRASH."

COMMON AREAS	TIMES WEEKLY	TIMES MONTHLY	TIMES YEARLY
Clean entrance glass	2		
Dust surfaces between shoulders and knees	2		
Wipe countertops and tables of fingerprints, spills and smudges	2		
Empty trash. Replace liners when needed	2		
Vacuum all carpeted areas	2		
Sweep and damp mop hard floors	2		
Spot clean carpet (2" or smaller)	2		
Dust areas above shoulders and below knees	1		

RESTROOMS	TIMES WEEKLY	TIMES MONTHLY	TIMES YEARLY
Clean and disinfect sinks and counters	2		
Clean and disinfect stalls and walls	2		
Clean and disinfect toilets and urinals	2		
Clean and disinfect shower stall	2		
Clean mirrors and polish stainless steel	2		
Empty trash. Replace liners when needed	2		
Replenish all soap and paper	2		
Sweep and damp mop floor	2		

**Customer shall furnish:** (building supplies) paper towels, toilet paper, air fresheners, hand soap, seat covers, sanitary napkins, sanitary napkin receptacle liners, trash can liners or other building consumables.

**ECCI will furnish:** (general cleaning supplies) cleaners, detergents, janitor carts, mops, buckets, brooms, dusters, vacuums and all necessary equipment to maintain carpets and hard floors.

June 11, 2024

Mr. Josh Simpson  
Acting General Manager  
County Water District of Billings Heights  
1540 Popelka Drive  
Billings, MT 59105

**Subject: 2024 City of Billings Water Rate Report Review**

Dear Mr. Simpson:

Raftelis understands that the County Water District of Billings Heights (District) would like to retain Raftelis to assist the District in reviewing an update of the proposed City of Billings (City) rates to be assessed to the District for water services provided as well as assist the District in the District's involvement in the City's water rate setting process.

Raftelis was established in 1993 to provide financial, rate, and management consulting services of the highest quality to water and wastewater utilities. Since that time, Raftelis has grown to have the largest water and wastewater utility rate and financial consulting practice in the United States with over 120 consultants. Our project team is based out of our Denver metro area office with extensive resumes of similar projects.

**PROJECT BACKGROUND**

The District provides water services to customers located throughout the District and the City provides treated water distributed by the District subject to the terms of services established via a contract agreement as amended. Raftelis has reviewed the contract between the City and the District dated December 14, 1998 as amended via a Memorandum of Understanding between the two parties dated June 10, 2013 as part of the previously provided assistance.

Raftelis was retained by the District in 2021 to complete a review of a City of Billings (City) rate report issued in 2021. The City rate report issued in 2021 was the *Retail/Resale Water Rate Study Fiscal Years 2022 and 2023* dated March 31, 2021 (2021 City Rate Report) and issued by the City's rate consultant AE2S Nexus. The 2021 City Rate Report summarized the rate analysis completed by the City identifying proposed retail and resale water customer rates, if adopted by City Council, effective July 1, 2021 and July 1, 2022.

The City subsequently adjusted the amount of a proposed increase in the District rates to be effective July 1, 2022. The City completed an update in 2023 and issued a new report titled the *Retail/Resale Water Rate Study Fiscal Years 2024 and 2025* dated March 31, 2023 (2023 City Rate Report). The 2023 City Rate Report was an update of the 2021 City Rate Report and included proposed retail and resale water customer rates to be effective July 1, 2023 and July 1, 2024. City Council approved the proposed retail and resale water rates in June 2023.

Raftelis, District staff, and District Board members met with City staff and the City's rate consultant in May of 2023 to discuss items raised by the District and Raftelis following a review of the 2023 City Rate Report. The City informed the District in June 2023 that the City would be completing an update of water rates in 2024 including proposed adjustments to the District water rate anticipated to be effective July 1, 2024 and July 1, 2025 and would involve the District as part of the 2024 rate setting process.

## **PROJECT UNDERSTANDING**

Raftelis will assist the District as the City completes 2024 City Rate Report including reviews of the final 2024 City Rate Report as well as preliminary results and/or findings provided by the City. Our assistance will include reviewing cost allocation and rate setting methodologies and approaches for consistency with the District and City contract documents, accepted industry practices and procedures and compliance with Montana and Federal statutory guidance. While the District has been working with the City to resolve concerns regarding the proposed rates, the District may choose to invoke the dispute resolution clauses of the contract with the City if there are disputed items identified that the two parties are unable to resolve.

Raftelis may be retained to assist the District as part of a formal dispute if the District chooses to initiate the dispute resolution clauses of the contract with the City. If retained by the District, such dispute related assistance will be subject to a separate scope of services and agreement with the District and is outside the scope of services for this engagement.

## **SCOPE OF SERVICES**

The proposed scope of services includes the review of 2024 City Rate Report through the issuance of our findings and up to two (2) meetings with City staff and/or City representatives. Due to the nature of these types of reviews, additional services may be requested by the District to either continue pursuing the dispute or as additional items arise during this study.

Raftelis anticipates completing the following activities as part of the scope of services:

- Assist in providing information to the City for use in the rate and SDC analysis being updated as detailed within the 2024 City Rate Report.
- Assist the District in reviewing preliminary and/or interim findings from the 2024 City Rate Report process.
- Complete a detailed review of the proposed City water rates applicable to the District resulting from the 2024 City Rate Report process with potential rates anticipated to be effective July 1, 2024 and/or July 1, 2025.
- Review additional documents and/or update previously completed analyses that were developed as part of the 2021 City Rate Report and 2023 City Rate Report reviews.
- Review of District customer, operational and/or financial data in support of the goals of the overall rate report review.
- Periodic status meetings with District staff.



- Cost allocation and rate analyses as identified during the study.
- Up to one (1) in-person meeting and up to one (1) virtual meeting with District staff, District representatives, and District Board members to review and discuss preliminary findings and/or prepare for discussions with the City.
- Up to one (1) in-person meeting and up to one (1) virtual meeting with City staff, and/or City representatives to discuss questions, methodologies, underlying data, assumptions and/or approaches to allocating costs and/or setting rates underlying proposed District water rates and fees.
- Draft and final technical memorandum summarizing study findings and any recommendations.
- Up to two (2) trips to the District for the following:
  - Preliminary findings and recommendations review with District staff and/or District Board members
  - Meeting with City staff

While the scope of services identifies up to two (2) trips to the City, additional meetings are anticipated to be completely remotely to minimize travel-related costs and to expedite the completion of the study.

## PROJECT TEAM

I will serve as the Project Manager and have over 20 years' experience completing utility financial plan, cost of service, rate and impact fee studies for municipalities throughout Colorado, Arizona, Utah, Texas, California, Wyoming, and Montana. I served in a similar role for previous reviews of the 2021 City Rate Report and 2023 City Rate Report and as well as a comprehensive rate study completed for the District that was finalized in 2023. I will be assisted by qualified Raftelis consultants.

Todd Cristiano with over twenty-five years' utility rate setting and consulting experience will serve as the Quality Assurance and Quality Control Manager for this study. Mr. Cristiano is based in Denver and is one of the two instructors of the American Water Works Association (AWWA) *Rate-Setting Essentials: Connecting Financial Planning, Cost-of-Service and Rate Design*, a 3-day Seminar typically held twice annually. Harold Smith will serve as Project Director serving a senior level resource and ensuring the study is completed consistent with Raftelis standards and exceeding District expectations. Mr. Smith served as Project Director as part of the previous assistance provided by Raftelis to the District

## NOT-TO-EXCEED FEE

Raftelis proposes to complete the scope of work outlined in our proposal on a time-and-materials basis with a not-to-exceed cost of **\$40,000** including reimbursable expenses. Raftelis will notify the District when we exceed 80% of the not-to-exceed limit to discuss remaining services and amend the contract as may be necessary.

The following table provides a breakdown of the estimated level of effort anticipated and the hourly billing rates for the personnel scheduled to complete the project. Expenses include

costs associated with travel as well as postage and mailing expenses and a \$10 per hour technology fee.

Task	Task Descriptions	Onsite Meetings	Hours						Total Labor	Total Expenses	Tech. Charge	Total Labor and Expenses
			HS	AR	TC	SC	Admin	Total				
1	2024 City Rate Report Review	2	16	32	8	60	4	120	\$34,280	\$4,513	\$1,200	\$39,993
	Hourly Rate	2	16	32	8	60	4	120				
			\$360	\$320	\$360	\$250	\$100					
			\$5,760	\$10,240	\$2,880	\$15,000	\$400		\$34,280	\$4,513	\$1,200	\$39,993

HS - Harold Smith (Project Director)  
AR - Andrew Rheem (Project Manager)  
TC - Todd Cristiano (QA/QC Manager)  
SC - Senior Consultant  
Admin - Administrative Support

## PROJECT SCHEDULE

Raftelis proposes to complete the base scope of work over an approximate 90-day timeline from the notice-to-proceed anticipating that the City will follow a schedule with rates presented to City Council in May 2024 as part of a public hearing with potential adoption in June 2024 and rate changes becoming effective July 1, 2024 and July 1, 2025. This schedule may be impacted based on scheduling meetings with District and/or City staff and provisioning of requested items from the City during the course of the review.

We are ready to start the project upon authorization from the District.

Sincerely,



**Andrew Rheem**  
Senior Manager

**COUNTY WATER DISTRICT OF BILLINGS HEIGHTS**

**SAVINGS & PROFIT SHARING PLAN**

**TRUST AGREEMENT**

2022

CCH Incorporated, DBA ftwilliam.com  
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## TRUST AGREEMENT

THIS TRUST AGREEMENT is effective 01/01/2022, between County Water District of Billings Heights (the "Employer"), and Board of Directors of County Water District of Billings Heights (the "Trustee").

WHEREAS, the Employer sponsors the County Water District of Billings Heights Savings & Profit Sharing Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries");

WHEREAS, the Employer designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), pursuant to which assets are being held to provide for the funding and payment of benefits under the Plan;

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold in trust those assets of the Plan that have been and will be transferred to the Trustee in accordance with the provisions of this Agreement (the "Trust Fund");

WHEREAS, the Employer is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan;

WHEREAS, the Employer has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary");

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree and declare as follows:

### ARTICLE I TRUST FUND

Section 1.01 Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

Section 1.02 Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 1.03 Return of Contributions. Notwithstanding any other provision of the Plan: (a) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (b) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (c) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (d) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had

there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

Section 1.04      Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

Section 1.05      Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (a) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (b) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (c) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (d) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

## ARTICLE II DUTIES OF THE TRUSTEE

Section 2.01      In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 2.02      Contributions. The Trustee agrees to accept contributions that are paid to it by the Plan Administrator (as well as rollover contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions of other than qualifying employer securities are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. Qualifying employer securities may be contributed to both pension and non-pension plans subject to the requirements of ERISA section 408(e). The Trustee shall have no responsibility for any property until it is received by the Trustee. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2.03      Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Article V. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

Section 2.04      Records. The Trustee shall keep full and accurate accounts of all receipts, investments,

disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

Section 2.05      Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

Section 2.06      Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

Section 2.07      Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States, unless in compliance with section 404(b) of ERISA and regulations thereunder.

Section 2.08      Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

Section 2.09      Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons except as may be required by ERISA section 405.

### ARTICLE III GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Article IV hereof:

Section 3.01      Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

Section 3.02      Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, provided that such property is held in conformance with DOL Reg. section 2550-403a-1(b) and that such property is held by (i) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; (iii) a "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee; or (iv) any other entity as provided in DOL Reg. section 2550-403a-1(b);

Section 3.03      Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal

payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

Section 3.04 To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

Section 3.05 Pursuant to the terms of Article VI, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

Section 3.06 Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

Section 3.07 To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

Section 3.08 To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

Section 3.09 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

Section 3.10 To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

Section 3.11 To invest in Treasury Bills and other forms of United States government obligations;

Section 3.12 To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

Section 3.13 To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

Section 3.14 To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

Section 3.15 To sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

Section 3.16 To repair, alter, improve or demolish any buildings which may be on any real estate forming

part of the Trust Fund or to erect entirely new structures thereon;

Section 3.17 To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

Section 3.18 To purchase any authorized investment at a premium or at a discount;

Section 3.19 To purchase any annuity contract; and

Section 3.20 To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

#### ARTICLE IV OTHER INVESTMENT POWERS

Section 4.01 Requirement for Preapproval. The powers granted the Trustee under Article III shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Article V and VI. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

Section 4.02 Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code and ERISA.

Section 4.03 Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

Section 4.04 Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

#### ARTICLE V INSTRUCTIONS

Section 5.01 Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under

the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

#### Section 5.02 Designation of Agent.

(1) Employer. The Employer shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer.

(2) Trustee. If there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

Section 5.03 Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate including, but not limited to: (a) taking action with or without formal meetings; and (b) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

Section 5.04 Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

### ARTICLE VI INVESTMENT OF THE FUND

Section 6.01 Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the investment funds available for investment under the Plan ("Investment Funds"). In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Section 6.02, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

Section 6.02 Participant Self-Direction. To the extent permitted by the Plan Administrator, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Trust Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

### Section 6.03 Investment Managers.

(1) Appointment of Investment Managers. The Investment Fiduciary may appoint one or more investment managers as described in section 3(38) of ERISA ("Investment Managers") with respect to some or all of the assets of the Trust Fund as contemplated by section 402(c)(3) of ERISA. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment and that it is an ERISA fiduciary with respect to the Plan and the Trust Fund. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. By notifying the Trustee of the appointment of an Investment Manager, the Investment Fiduciary shall be deemed to certify that such Investment Manager meets the requirements of section 3(38) of ERISA. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager, it being the intention of the parties that each party shall have the full protection of section 405(d) of ERISA.

### Section 6.04 Proxies.

(1) Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) Voting. The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or if otherwise permitted in the Plan, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) Investment Manager. To the extent not delegated to Participants pursuant to subsection (2), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

## ARTICLE VII COMPENSATION AND INDEMNIFICATION

Section 7.01 Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Employer; provided that such compensation does not result in a prohibited transaction within the meaning of the Code and ERISA. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the

Trust Fund unless paid directly by the Employer.

Section 7.02 Indemnification. The Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan or ERISA.

#### ARTICLE VIII RESIGNATION AND REMOVAL

Section 8.01 Resignation. The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

Section 8.02 Removal. The Trustee may be removed by the Employer at any time.

Section 8.03 Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Employer appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Employer may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.04 Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Employer.

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IN WITNESS WHEREOF, the parties have caused this Trust to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY WATER DISTRICT OF BILLINGS HEIGHTS:

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

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

Title/Position: \_\_\_\_\_

**TRUSTEE:**

\_\_\_\_\_  
Board of Directors of County Water District of Billings Heights

## Summary of Engineering Updates For: County Water District of Billings Heights

By: Interstate Engineering  
February 15<sup>th</sup>, 2024

**WICKS LANE WATERMAIN** – CWDBH has been in communication with Interstate Engineering for the ongoing construction issues with the city's storm drainage improvements project along Wicks Lane. CWDBH has expressed concerns over the project failing to protect existing, adjacent CWDBH waterline utilities. Additionally, installation activities do not adhere to the utility-separation requirements of Montana Department of Environmental Quality (DEQ). Josh Simpson has been in contact with the contractor (Western Municipal Construction), the city's engineers, and the project engineer (Performance Engineering) to express the district's concerns and to seek resolution.

Action Item: CWDBH will contact DEQ to discuss the compliance issues with the project's design and construction. Interstate Engineering is assisting CWDBH with guidance until a firm resolution path is determined. Interstate Engineering is prepared to assist CWDBH with coordination efforts in the event the district needs to perform an emergency replacement of watermain.

**DOVER RANCH ACCESS AGREEMENT** – CWDBH has executed/signed the access agreement to complete the process. A digital copy has been sent to Dover Ranch (Kimberly Sindelar-Thompson). The executed agreement will grant CWDBH access to Dover Ranch properties for the purpose of conducting field survey and due diligence tasks as they relate to the NW Pressure Zone PER and preliminary design for the potential NW Transmission Main project.

Action Item: When field conditions improve, Interstate Engineering will evaluate potential due-diligence and/or field tasks that may need to be completed to provide supporting information for the PER(s).

**NW PRESSURE ZONE/NW TRANSMISSION MAIN PER** – Interstate Engineering continues to work on the project PER. Hydraulic analysis of the PER project alternatives is in process. CWDBH (Josh Simpson), Interstate Engineering (Brad Boehm, Lowell Cutshaw, and Gina Barry), and city WTP engineers (Louis Engels and Brendan Binns) met on February 5, 2024, at the city's WTP to discuss the feasibility of a second metered-supply connection between the city and CWDBH. Hydraulic-system information was shared between CWDBH and the city. Louis indicated that the city has some capacity to provide a second connection and they will provide the pressure data and flow limitations for the district's consideration. The district will need to model those hydraulic constraints to determine if the second connection can improve pressure conditions and provide the future needed demand for the pressure zone.

Action Item: Interstate Engineering has received current and projected hydraulic data from the city to incorporate into the district's hydraulic model. Interstate Engineering is evaluating the secondary connection alternative to determine the additional capacity it potentially could provide for the district.

**CWDBH SYSTEMWIDE PER** – Interstate Engineering is conducting a systemwide piping inventory as part of the systemwide PER. The inventory task is approximately 75% complete. A summary of the data will be provided to CWDBH upon completion. \*Background\*: The purpose of this task is to quantify the existing piping infrastructure within the district by age, material, and size. The statistics will be used for assessing the existing condition of the aging infrastructure and potentially establishing a systemwide pipe replacement program.

**CHLORINATION PROJECT** – The original project scope has been completed. Interstate Engineering personnel have been in communication with the DNRC regarding the use of alternate expenses previously paid by CWDBH as potential means to satisfy the match requirements of the ARPA grant. Through this communication, it was determined that older costs directly associated with the project could be used towards the required match (previously, costs incurred prior to March 3, 2021, were not allowed). Additionally, the potential to use expenses from the previously completed CIP as match funds has been discussed and is currently under consideration by the DNRC. Concurrently, CWDBH and Interstate Engineering personnel continue to identify and assign approximate costs to the list of potential project additions as possible uses for the remaining ARPA funds.

Action Item: Interstate Engineering continues to coordinate with DNRC regarding potential ARPA match expenses and will report the DNRC's determination to CWDBH upon receipt. Additionally, Interstate Engineering continues to work with CWDBH management to establish approximate costs for the list of potential project additions and will coordinate with CWDBH on prioritizing tasks after estimated project costs are compiled.

**LEAD SERVICE LINE (LSL) INVENTORY** – CWDBH management met with Interstate Engineering personnel on January 22, 2024, to discuss the current process that CWDBH is utilizing to complete the LSL Inventory as part of the new requirements of the EPA's Lead & Copper Rule Revisions (LCRR). The goal of the meeting was to identify how to most effectively utilize Interstate Engineering's contract with the Montana Department of Commerce for LSL technical assistance to complete the required reporting. During that meeting, it was decided that CWDBH personnel would continue to process its records (service installation cards) in an effort to complete the mandatory inventory spreadsheet and reserve Interstate Engineering's contract until additional assistance needs are identified. It was also discussed that utilizing the findings from the inventory for a GIS update may be a potential use for the technical assistance funds as this would make future reporting for the LCRR a more streamlined process.

Action Item: CWDBH personnel to continue to make progress on completing the inventory and reach out to Interstate Engineering for assistance, as needed.

**ATLAS MAP & GIS MAPPING** – CWDBH is waiting for developers to submit final record drawings for system additions constructed in 2022 and 2023. The newly added infrastructure will be incorporated into the CWDBH Atlas mapping and GIS systems. Additionally, CWDBH management met with Interstate Engineering personnel on January 31, 2024, to discuss potential updates and improvements to help bolster CWDBH's existing GIS database. From that meeting, Interstate Engineering began work on validating/updating assets for which CWDBH personnel have collected updated location data. To better leverage the capabilities of the GIS system, it was discussed that a large-scale update of asset attribute data (as outlined in the CIP) should be considered. CWDBH and Interstate Engineering will meet again at the end of February and/or early March to discuss next steps.

Action Item: CWDBH will send a report of Black Mountain asset/account data to Interstate Engineering for review for potential inclusion into GIS database. CWDBH will develop a list of tasks that they would like to utilize the GIS system to help accomplish in the long-term. Interstate Engineering to update/validate attribute data for assets for which CWDBH has collected location data.

**HYDRAULIC/NEW DEVELOPMENT REVIEWS** – As requested by CWDBH, Interstate Engineering is in the process of performing a hydraulic review for the proposed Caliber Collision development to determine the district’s ability (Available Pressures, Domestic Flow, and Fire Flow) to serve the new development.

Update: The hydraulic review is on hold until the developer submits missing hydraulic data. Interstate Engineering will resume the review process once the information is received.



## RESOLUTION NO. 001-24

**WHEREAS**, the County Water District of Billings Heights ("District") is a duly formed and operating water district pursuant to Title 7, Chapter 13, Parts 22, and 23 of the Montana Code Annotated; and

**WHEREAS**, Montana Code Annotated Title 7, Chapter 13, part 2334 allows the District to request consolidation with a Municipality who is sole provider of water, and over 60% of the District's customers reside within the boundaries of the Municipality, and

**WHEREAS**, the District includes unincorporated territory of Yellowstone County; and

**WHEREAS**, the consideration of this Resolution was published and posted in accordance with Montana law; and

**WHEREAS**, at the regular meeting of the County Water District of Billings Heights held on February 21<sup>st</sup>, 2024, the Board took and considered public comment, if any.

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

Shall initiate and request the City of Billings, working with the District, to perform an exploration of the possibility of consolidation and how its impacts could affect the District and the City of Billings Montana.

**PASSED** by the Board of Directors of the County Water District of Billings Heights and **APPROVED** this 21<sup>st</sup> day of February, 2024.

**COUNTY WATER DISTRICT  
OF BILLINGS HEIGHTS**

BY: \_\_\_\_\_  
ITS: President, Doug Kary

Attest:

\_\_\_\_\_  
Board Secretary