



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting Minutes

June 15, 2022 at 6:00 PM

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

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 Peyton Brookshire, peyton@heightswaterdistrict.com and are available at <https://heightswaterdistrict.com/agendas-and-minutes/>. Supplemental documents are linked in the Agenda Packet.

CALL MEETING TO ORDER: President Ming Cabrera called the meeting to order at 6:01 p.m.

WELCOME AND INTRODUCTIONS

Board Members present: Ming Cabrera, David Graves, Pam Ellis, and Brandon Hurst.

Board Member absent: Laura Drager

Staff Members present: Peyton Brookshire, Josh Simpson, Jenn Burnside, and Suzie McKethen

Also present: Kelly Brookshire, Kayla Wallace, Bob Ellis, Dianne Crees, Tom Zurbuchen, Frank Ewalt, Evelyn Plyburn (YCN), and Larry Brewster

PRESIDENT'S REMARKS: Read by Ming Cabrera

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

PUBLIC COMMENT on Non-Public Hearing Agenda Items: Read by Ming Cabrera

- 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.

NEW BUSINESS

1. Vote of no confidence and vote on the dismissal of Director Pam Ellis from the County Water District of Billings Heights Board of Directors.

President Cabrera asked Brandon Hurst to read the following statement:

During the tenure of Pam Ellis on the Board of Directors, her continued actions and operations outside the scope of her authority, has made her continued service on the board of directors untenable. The General Manager, on behalf of the entire staff, has written a letter to the board requesting action be taken to remove Director Pam Ellis. If no action is taken to remove Director Pam Ellis, the board may face the filing of a harassment and hostile workplace lawsuit from the staff.

Brandon Hurst made the motion: Having conducted a public meeting, considered written and spoken public testimony, I move to approve the motion of dismissal of Pam Ellis as a director on the County Water District of Billings Heights board. Before a second was made, David Graves suggested the letter from the General Manager be read into the minutes.

Assistant Manager Josh Simpson read a letter from General Manager Peyton Brookshire addressed to the Board of Directors. (Letter attached) David Graves seconded motion.

Pam Ellis asked the following questions: 1. Ming hand delivered the letter to the County Commissioners or was the letter to the Board?; 2. If the staff filed a lawsuit, who would be paying for the attorney fees?; 3. Polled attending staff who would quit?; 4. What was the fictitious testimony she gave for HB255?; 5. Letter stated what minutes were incorrect? Then why did the board approve them?

Peyton Brookshire explained these questions are irrelevant because the board is voting on the motion. The lawsuit would only occur if the board did not act.

President Cabrera called for a vote on the motion. Vote: For: Ming Cabrera, David Graves, and Brandon Hurst. Against: Pam Ellis.

PUBLIC COMMENTS

Larry Brewster thanked Pam for her service. He had spoken to several attorneys at the Montana State Legislature to try to get clarification on the procedure for removal of a board member (appointed or elected); as well as a board member acting as board secretary.

Discussion on Montana Code Annotated statutes first between Larry and Pam, and then with Ming and Pam.

Tom Zurbuchen urged the Board to amend the section in the District By-Laws because there was nothing in state code that prevents the District from removing a board member. He attended the committee meetings when the By-Laws were being drafted. Also, there had been discussion that only the President, or their designee, could speak on behalf of the Board. That did not make it into the final draft. He urged the District to take their cause to the County Commissioners to withdraw their appointee.

Frank Ewalt agreed with Larry about the vote of no confidence but the laws are vague. A board member acting as secretary became the board's problem by not hiring or appointing one. He felt the turmoil with the staff started when the City of Billings underbilled the Water District for three years.

Dave Graves mentioned he had asked at board meetings for the board secretary position be added to the agenda, but it was never done.

Dianne Crees stated the problems with the staff did not occur with the lawsuit with the city, but when Pam came on the board.

Brandon Hurst was on the board prior to Pam being appointed. He recalled that the previous board always got along amongst themselves, and with the staff.

Pam recalled some of the situations that occurred when she came on the board. Pam asked Evelyn Plyburn to address the articles that were written in the Yellowstone County News (YCN). Clarification that Ming had made the comment about removing board members who had missed three or more meetings.

Ming read a letter from Director Laura Drager. (see attached email) Thanked the public for their comments. Brandon Hurst re-read the motion. Vote: For: Ming Cabrera, David Graves, and Brandon Hurst. Against: Pam Ellis. Motion carried. Pam Ellis was dismissed as a board member. Ming thanked Pam for her service. See Resolution 018-22.

Tom Zurbuchen raised a Point of Order: Stated the board had to work under a quorum of the board. A quorum is four votes. Without four votes, a motion fails.

Ming clarified that a quorum is now five because the two have resigned (Jeff Engel and Dennis Cook). Point of order is overruled. David Graves made a motion to approve the consent agenda. Ming opted to move Item 22 from the agenda forward (Old Business on the Agenda). Suzie McKethen and Jenn Burnside have offered to be the board secretary under a Contract for Outside Services provided Ms. Ellis is no longer a director on the board. David Graves made a motion to accept the Contract for Outside Services from Suzie McKethen and Jenn Burnside. Brandon Hurst seconded. Called for a vote. Motion carried unanimously. See Resolution 019-22.

A short break was taken from 6:50 p.m. to 7:00 p.m. Zoom recording was paused and restarted when the break was over.

CONSENT AGENDA

May 11, 2022 minutes
May payables
May prepaid bills
Bank balances and Profit and Loss statement
Stifel summary page
First Interstate statements: Operations and Maintenance, Gross Income, and Payroll
Billing stats for May
2021 Audit Report and letter to the Board.

David Graves made a motion to approve the consent agenda. Brandon Hurst seconded.

Ming stated that he did not say anything about not paying the absent board members so he would like part of the minutes corrected. David Graves made a motion to approve the minutes with the change from Ming. Brandon Hurst seconded. Vote: Motion carried unanimously.

GENERAL MANAGER REPORT - Peyton Brookshire

The actual cost of the riding lawn mower with bagger came in under the allotted budget of \$9,700. The final cost was \$5,379.98. See Resolution 020-22.

Update on the chlorination project: Met with Interstate Engineering and ARPA. Waiting for Governor Gianforte to sign. We did receive the planning grant of \$15,000.

Peyton handed out the proposed budget for the board members to review. The wage and salaries were included, as well as materials and supplies. Brandon Hurst asked for clarification on the servicemen. We have 5 servicemen, but Derek Weis is not fully certified so he is not at the full wage of a serviceman. Tom Zurbuchen commented a couple of items needed reviewed: fuel and legal costs. Tom also recommended to have a quarterly budget report to see where we are at. Ming made a motion to provide quarterly reports. (no second) (Tabled)

Update on the Black Mountain Software accounting upgrade. The target date for implementation is September.

Received the first pay request from Western Municipal Construction on the chlorination project.

Comprehensive Rate Study and CIP being done by Interstate Engineering who have sub-contracted with Raftelis. We will have a better idea in the fall what the CIP and rates studies reveal. Peyton expects the final report from Interstate in the next couple of weeks.

There was discussion regarding when Peyton and Josh met with Jennifer Duray at the City. Peyton wanted to make it clear that no negotiations took place. It was a meet and greet, and to get some clarification on items on the rate study. Jennifer did say the next 2 year rate study will begin this fall, which will give the District time to start planning with the findings on the CIP. Continued discussion about some of the items on the last rate study that were questionable: Oxbow Reservoir that is owned by the District. The City wanted to assign a portion of the cost of maintenance of that Reservoir? David Graves asked if there were some ways to generate revenue. For instance, could a developer pay for SDF over a period of time? The problem with that is if the development goes bankrupt, we are left holding the debt with no way to recoup the funds. Also, the development costs are needed up front because the District is taking the maintenance on those service lines for life. We had done a comparison of development costs with the City, and other Districts around the State of Montana. Often the other Districts treat their water, and/or have sewer connections. We are resale only.

The City of Billings rate will increase 5.7%. The District does not have to have a public hearing if we raise the rates 5%. The rates would be effective July 1, 2022. The summer months are roughly 15% of our annual revenue. Peyton handed out the proposed rate increases. Brandon Hurst made a motion having

conducted a public meeting, considered written and spoken testimony, I move to approve the proposed 5% rate increase on base rate, tiered rates, SDF fees, and fire line fees. David Graves seconded. It was recommended that a notice of the rate increase be added to the June bills. Called for a vote. Motion carried unanimously.

The servicemen have been working on installing valves. This allows for the impact on fewer customers when water has to be shut off for repairs.

FINANCE COMMITTEE REPORT: None

SAFETY COMMITTEE REPORT: None

Ming mentioned the next meeting would be July 20. We will be reviewing applications for the open director position.

David Graves made a motion to adjourn the meeting. Brandon Hurst seconded. Called for a vote. Motion carried unanimously.

Meeting adjourned 7:34 p.m.



June 8, 2022

I am requesting the Board of Directors to ask Mrs. Pam Ellis to resign her board seat effective immediately. If Mrs. Ellis will not step down, I am requesting the board take action by voting to remove Pam Ellis immediately from her appointed director position. If the board fails to take action to remove her from her position, the staff and I are prepared to pursue a harassment lawsuit against Mrs. Ellis. This situation has come to a head, and it is critical that the board take action. If Mrs. Ellis is not removed, she will continue to undermine the district staff and board Directors on a daily basis. Her actions and false accusations over the last two years have made the County Water District of Billings Heights look like a malfunctioning sideshow. I truly believe her only motivation to be seated, and remain on this board, is to dissolve the Water District.

Mrs. Ellis' actions over the last two years have created a hostile work environment starting with her fictitious testimony on HB 255. Mrs. Ellis has repeatedly overstepped her authority and scope as a board member by inserting herself into the daily operations. These actions directly conflict with managements authority to run the district. Despite repeated directives from the board president to stand down, Mrs. Ellis continues to act on her own authority. It appears Mrs. Ellis's endgame is setting the district up to appear incompetent at every turn. In doing so, she has continuously failed to meet the expectations of a director of the board. This is most evident by the letter from Felt Martin Law Firm, which terminated the district as a client due to Mrs. Ellis willfully and deliberately disclosing privileged attorney client communications labeled "confidential".

She has also continued to act as the board secretary knowing full well it is in violation of state law. Every resolution or ordinance that Mrs. Ellis signs as secretary is a violation of state law and could potentially expose the district to litigation. In her illegal capacity as secretary, her minutes bear all the bias and non-factual information in which she continues to sermonize to any open ear, regardless of evidence contrary to her statements. Mrs. Ellis asks for minutes to be reviewed, yet when she is notified of inaccuracies, errors, or reflecting bias by Mrs. Ellis, input is ignored, and the minutes stand. Mrs. Ellis makes an enemy of anyone who has a view or direction that is not her own. The former manager retired early due to her continued harassment and slander.

The entire staff and three board members petitioned the County to remove her last November. Since that filing, and lack of any action, two of the three board members who signed that petition have since resigned. Her continued presence on the board will only create more turnover due to her alienating attitude. Mrs. Ellis is a toxic presence on this board and she needs to be held accountable for her actions. How many more board members will we lose due to her caustic ways? Mrs. Ellis is only interested in serving herself and her actions are a disservice to the rate payers and customers of the district.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Peyton Brookshire', with a long horizontal flourish extending to the right.

D. Peyton Brookshire
General Manager

From: <laura@remax-billings.com>
Date: Wed, Jun 15, 2022 at 9:05 AM
Subject: No Confidence Vote
To: Ming Cabrera <mingformontana@gmail.com>

It's my understanding Ming Cabrera, the Board President for the County Water District Billings Heights has called for a vote of no confidence regarding the service of Board County appointee Pam Ellis. My opinion is that **Pam has lost sight of the true mission of the CWDBH to insure the District provides water** to the rate payers (customers) of the District. Her daily activities are over-reaching and interfering with the staff and their duties.

Pam has good ideas for improvements but due to her inability to cooperate with others, her effectiveness as a Board member has been negatively impacted. Based on Pam's harassment of the staff and her unwillingness to cooperate with others, I am supporting President Cabrera's position of no confidence and would support removal of Pam as a Board member.



Laura Drager, C-REPS, C2EX, GRI

Broker/REALTOR®

Laura Drager Realty at

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laura@remax-billings.com or lauradrager@remax.net

Cell: (406) 698-5265

My website: <https://lauradrager.remax.com/>

As your real estate agent, I have exclusive access to the MLS database and I want to share it with you.
Please use this link to download my mobile app:

<https://mls-client.com/C8BEE03D>

If requested, here is the code to access my mobile app: C8BEE03D.

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08/09/22
16:39:45

BILLINGS HEIGHTS WATER DISTRICT
Check Register for Operations
For the Accounting Period: 7/22

Page: 1 of 1
Report ID: AP300

Prepaid

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
1 *	S	393 U. S. POST OFFICE	1819.87	07/27/22		CL 18	1819.87
2	M	4 A&I DISTRIBUTORS	1858.51	07/27/22		CL 55	1858.51
17897	M	52 BLACK MOUNTAIN SOFTWARE	7207.50	07/19/22		CL 47	7207.50
17898	M	241 MASTERCARD	4199.55	07/19/22	7/22	CL 46	4199.55
17899	M	279 MORRISON MAIERLE, INC.	31.25	07/19/22		CL 48	31.25
17900	M	393 U. S. POST OFFICE	1200.00	07/26/22	7/22	CL 62	1200.00
17901	M	71 CHARTER	139.98	07/26/22		CL 49	139.98
17902	M	91 CREATIVE MONOGRAMS	191.00	07/26/22		CL 54	191.00
17903	M	445 Dakota Supply Group	424.80	07/26/22		CL 53	424.80
17904	M	122 ECONOPRINT	1259.25	07/26/22	7/22	CL 52	1259.25
17905	M	390 TRUE NORTH CONTRACTING LLC	2725.00	07/26/22		CL 51	2725.00
17906 C	S	27 BADGER METER, INC.	0.00	07/27/22		CL 13	
17908	M	52 BLACK MOUNTAIN SOFTWARE	100.00	07/27/22		CL 56	100.00
17912 *	S	8 ACE HARDWARE/HEIGHTS	27.56	07/29/22		CL 20	27.56
17913	S	371 TCT	148.89	07/29/22		CL 19	148.89
17914	S	390 TRUE NORTH CONTRACTING LLC	800.00	07/29/22		CL 21	800.00

Total for Claim Checks
Count for Claim Checks

22133.16
16

* denotes missing check number(s)

of Checks: 16 Total: 22133.16

Check #	Payee/name	Check \$	Date Issued	Date Redeemed	
-89994	401K ASCENSUS	3140.84	07/22/22	7/22	
-89993	FIT EFTPS	4760.84	07/22/22	7/22	
-89992	SIT MT DEPT OF REVENUE	1015.00	07/22/22	7/22	
-89991	2 CLAY J MCCAFFREE	0.00	07/22/22	7/22	
-89990	3 COLTON S WESKAMP	0.00	07/22/22	7/22	
-89989	HEALTH INS BCBS	15429.36	08/01/22	7/22	
-89988	DENTAL GUARDIAN	1829.81	08/01/22	7/22	
72222 *	4 DAVID P BROOKSHIRE	2720.90	07/22/22	7/22	
72223	6 JENNIFER M BURNSIDE	1276.34	07/22/22	7/22	
72224	10 QUTIN T FUHRMAN	1841.42	07/22/22	7/22	
72225	2 CLAY J MCCAFFREE	1568.17	07/22/22	7/22	
72226	11 SUZANNE M MCKETHEN	1160.91	07/22/22	7/22	
72227	1 ANDREW W REICHENBACH	1483.63	07/22/22	7/22	
72228	7 JOSHUA C SIMPSON	1891.56	07/22/22	7/22	
72229	5 DEREK WEIS	1300.54	07/22/22	7/22	
72230	3 COLTON S WESKAMP	1933.01	07/22/22	7/22	
	* denotes a missing check number				

Payroll - Picked

08/11/22
14:23:44

BILLINGS HEIGHTS WATER DISTRICT
Check Register for Gross Receipts
For the Accounting Period: 7/22

Page: 1 of 2
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redemmed	Claim #	Claim Amount
-99900 *	E	258 MING CABRERA	150.00	07/15/22	7/22	CL 11	150.00
-99899	E	440 Brandon Hurst	150.00	07/15/22	7/22	CL 12	150.00
-99898	E	227 LAURA DRAGER	100.00	07/15/22	7/22	CL 14	100.00
-99897	E	442 Jennifer Burnside	150.00	07/15/22	7/22	CL 15	150.00
-99896	E	439 David Graves	150.00	07/15/22	7/22	CL 16	150.00
-99895	E	313 PAM ELLIS	100.00	07/15/22	7/22	CL 17	100.00
-99886	E	328 QUICKBOOKS	650.00	07/04/22	7/22	CL 93	650.00
10544	M	444 Housing Authority	2.81	07/06/22	7/22	CL 2	2.81
10545	M	999999 KATIE DESJARLAIS	50.40	07/06/22		CL 3	50.40
10546	M	999999 LYNELL GAPPA	25.44	07/06/22	7/22	CL 4	25.44
10547	M	999999 GARRETT & CASSIDY	47.48	07/06/22		CL 5	47.48
10548	M	999999 ILYASS MALLAK	5.66	07/06/22		CL 6	5.66
10549	M	999999 KELLI MAXWELL	42.64	07/11/22	7/22	CL 7	42.64
10550	M	999999 RANDI WHITE	44.62	07/11/22	7/22	CL 8	44.62
10551	M	999999 RONI SCHONENBACH	20.59	07/11/22		CL 9	20.59
10552	M	999999 LUKE SMITH	46.26	07/11/22	7/22	CL 10	46.26

Total for Claim Checks
Count for Claim Checks

1735.90
16

* denotes missing check number(s)

of Checks: 16 Total: 1735.90

Electronic

08/11/22
14:23:45

BILLINGS HEIGHTS WATER DISTRICT
Fund Summary for Claim Check Register
For the Accounting Period: 7/22

Page: 2 of 2
Report ID: AP110

Fund/Account	Amount
5210 Water 101012	\$1,735.90
Total:	\$1,735.90

08/11/22
13:29:50

BILLINGS HEIGHTS WATER DISTRICT
Check Register for Operations
For the Accounting Period: 8/22

Page: 1 of 3
Report ID: AP300

Payables

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99891	E	258 MING CABRERA	100.00	08/17/22	8/22	CL 81	100.00
-99890	E	439 David Graves	100.00	08/17/22	8/22	CL 82	100.00
-99889	E	442 Jennifer Burnside	100.00	08/17/22	8/22	CL 83	100.00
-99888	E	440 Brandon Hurst	100.00	08/17/22	8/22	CL 84	100.00
-99887	E	227 LAURA DRAGER	100.00	08/17/22	8/22	CL 85	100.00
17915	S	27 BADGER METER, INC.	360.66	08/05/22		CL 66	360.66
17916	S	445 Dakota Supply Group	1546.60	08/05/22		CL 67	1546.60
17917	S	122 ECONOPRINT	266.10	08/05/22		CL 69	266.10
17918	S	184 HENDRICKSON LAW FIRM, P.C.	92.51	08/05/22		CL 71	92.51
17919	S	279 MORRISON MAIERLE, INC.	455.00	08/05/22		CL 78	455.00
17920	S	295 NORTHWEST INDUSTRIAL SUPPLY CO INC	403.70	08/05/22		CL 68	403.70
17921	S	298 NORTHWESTERN ENERGY	2032.46	08/05/22		CL 72	48.49
						CL 73	679.80
						CL 74	315.29
						CL 75	988.88
17922	S	305 O'REILLY AUTOMOTIVE INC.	139.08	08/05/22		CL 80	139.08
17923	S	404 UTILITIES UNDERGROUND LOCATION CENTER	441.17	08/05/22		CL 70	441.17
17924	S	409 VERIZON	260.35	08/05/22		CL 77	260.35
17925	S	416 WESTERN OFFICE EQUIPMENT, INC.	385.00	08/05/22		CL 79	385.00
17926	S	436 YELLOWSTONE WATERWORKS1	794.54	08/05/22		CL 76	794.54
17927	S	77 CITY OF BILLINGS, PUBLIC WORKS DEPT	327496.58	08/09/22		CL 89	327496.58
17928	S	135 EXECUTIVE CLEANING CO., INC.	807.30	08/09/22		CL 92	807.30
17929	S	167 GRAINGER	182.46	08/09/22		CL 87	182.46
17930	S	223 KB CHEMICAL INC	342.42	08/09/22		CL 86	342.42
17931	S	262 MONTANA DAKOTA UTILITIES	76.68	08/09/22		CL 91	76.68

08/11/22
13:29:50

BILLINGS HEIGHTS WATER DISTRICT
Check Register for Operations
For the Accounting Period: 8/22

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
17932	S	390 TRUE NORTH CONTRACTING LLC	719.50	08/09/22		CL 90	719.50
17933	S	391 TWEEENE TURF	31.50	08/09/22		CL 88	31.50
Total for Claim Checks			337333.61				
Count for Claim Checks			24				
* denotes missing check number(s)							
# of Checks:	24	Total:	337333.61				

08/11/22
13:29:50

BILLINGS HEIGHTS WATER DISTRICT
Fund Summary for Claim Check Register
For the Accounting Period: 8/22

Page: 3 of 3
Report ID: AP110

Fund/Account	Amount
5210 Water 101010	\$337,333.61
Total:	\$337,333.61

		Billings Heights Water District							
		Payroll Check Register						Payroll	
Check #	Payee/name	Check \$	Date Issued	Date Redeemed					
-89987	FIT	EFTPS	4782.70	08/05/22				8/22	
-89986	SIT	MT DEPT OF REVENUE	1019.00	08/05/22				8/22	
-89985	401K	ASCENSUS	3138.81	08/05/22				8/22	
101 *	4 DAVID P BROOKSHIRE		2720.90	08/05/22					
102	6 JENNIFER M BURNSIDE		1276.34	08/05/22					
103	10 QUIN T FUHRMAN		1669.14	08/05/22					
104	2 CLAY J MCCAFFREE		1730.65	08/05/22					
105	11 SUZANNE M MCKETHEN		1160.91	08/05/22					
106	1 ANDREW W REICHENBACH		1483.63	08/05/22					
107	7 JOSHUA C SIMPSON		1891.56	08/05/22					
108	5 DEREK WEIS		1482.62	08/05/22					
109	3 COLTON S WESKAMP		1818.82	08/05/22					
*denotes a missing check number									

STIFEEL

55315 27658 3074 D52674 SSNR00901
COUNTY WATER DISTRICT
OF BILLINGS HEIGHTS
1540 POPELKA
BILLINGS MT 59105-4468



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

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

PRIMARY INVESTMENT OBJECTIVE: Income RISK TOLERANCE: Moderately Conservative

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

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July 1 -
July 31, 2022
Account Number: XXXXXXXXXX

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STIFEEL PRESTIGE® ACCOUNT STATEMENT

PORTFOLIO SUMMARY

	July 31	June 30
Net Cash Equivalents **	510,261.27	1,264,548.44
Net Portfolio Assets held at Stifel	5,785,154.07	5,038,873.94
Net Portfolio Assets not held at Stifel		
Net Portfolio Value	\$6,295,415.34	\$6,303,422.38

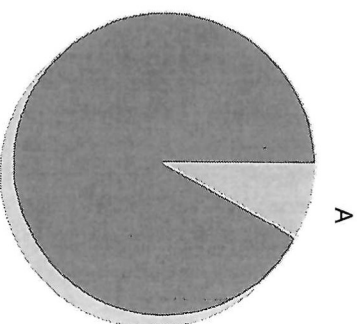
YOUR CHANGE IN PORTFOLIO VALUE

	July 31	June 30
Net Cash Flow (Inflows/Outflows) ²		
Securities Transferred In/Out		
Income and Distributions	5,153.07	7,886.18
Change in Securities Value	-13,160.11	-22,606.28
Net Change in Portfolio Value	-\$8,007.04	-\$14,720.10

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

YOUR ASSET SUMMARY

	July 31, 2022 (\$)	Percentage of your account
A Net Cash Equivalents**	510,261.27	8.11%
E Fixed Income-Other	5,785,154.07	91.89%
Total Assets	\$6,295,415.34	100.00%



E



** Include balances which are FDIC insured bank deposits, not cash held in your Securities Account and not covered by SIPC.

STIFEEL

COUNTY WATER DISTRICT
OF BILLINGS HEIGHTS

July 1 -
July 31, 2022
Account Number:

ASSET DETAILS

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

NET CASH EQUIVALENTS

	Current value	Cost Basis	Estimated Annualized Income	Estimated Yield %
CASH	-1,759,440.24	-1,759,440.24		
STIFEEL FDIC INSD	2,269,701.51	2,269,701.51	28,144.30	1.24%
Total Net Cash Equivalents	\$510,261.27	\$510,261.27	\$28,144.30	5.52%

STIFEEL INSURED BANK DEPOSIT PROGRAM

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

PORTFOLIO ASSETS - HELD AT STIFEEL

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income ⁶	Unrealized Gain/(-)Loss ¹⁰	Estimated Annualized Income	Estimated Yield %
SALLIE MAE BANK	Cash	150,000	100.0580"	100,000.00	2,071.24	87.00	4,725.00	3.15%
SALT LAKE CITY UT CD								
FDIC #58177			150,087.00	150,000.00				
CPN 3.150% DUE 08/22/22								
DTD 08/22/18 FC 02/22/19								
CUSIP: 795450V69								
THIRD FEDL S&L ASSN	Cash	250,000	100.0890"	100,000.00	3,121.23	222.50	7,750.00	3.10%
CLEVELAND OH CD								
FDIC #30012			250,222.50	250,000.00				
CPN 3.100% DUE 09/07/22								
DTD 09/07/18 FC 03/07/19								
CUSIP: 88413QCB2								
CAPITAL BANK	Cash	250,000	100.0470"	100,000.00	326.71	117.50	6,625.00	2.65%
LITTLE ROCK AR CD								
FDIC #34562			250,117.50	250,000.00				
CPN 2.650% DUE 09/14/22								
DTD 03/14/18 FC 04/14/18								
CUSIP: 139797GS7								



Meter Size	Count
0.625	6
0.625P	296
0.75	4933
0.75P	50
0.75S	37
1.00	438
1.00P	53
1.50	76
1.50P	25
2.00	49
2.00P	10
3.00	9
4.00	15
4.00P	4
6.00	8
6.00P	3
8.00	5
Total Count: 6017	

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

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TELEPHONE:855-342-3400

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

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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			06/30/22	218,068.25
DEPOSIT		3,330.34	07/01/22	221,398.59
DEPOSIT		4,764.74	07/01/22	226,163.33
DEPOSIT		10,202.07	07/01/22	236,365.40
METAVANTE CORP BILL PAYMT 1625000		409.55	07/01/22	236,774.95
MERCHANT BANKCD DEPOSIT 496391735883		1,171.04	07/01/22	237,945.99
IPAY SOLUTIONS BILL PMT BILL PMT		1,476.33	07/01/22	239,422.32
CHECKFREE COUNTY WAT XXXXXX5397		2,964.17	07/01/22	242,386.49
DEPOSIT		2,176.86	07/05/22	244,563.35
DEPOSIT		2,321.45	07/05/22	246,884.80
DEPOSIT		2,765.15	07/05/22	249,649.95
DEPOSIT		3,960.66	07/05/22	253,610.61
DEPOSIT		8,185.85	07/05/22	261,796.46
MERCHANT BANKCD DEPOSIT 496391735883		379.74	07/05/22	262,176.20
MERCHANT BANKCD DEPOSIT 496391735883		481.75	07/05/22	262,657.95
METAVANTE CORP BILL PAYMT 16654-00		635.94	07/05/22	263,293.89
IPAY SOLUTIONS BILL PMT BILL PMT		1,137.83	07/05/22	264,431.72
MERCHANT BANKCD DEPOSIT 496391735883		1,802.58	07/05/22	266,234.30
CHECKFREE COUNTY WAT XXXXXX5397		2,830.35	07/05/22	269,064.65
MERCHANT BANKCD DEPOSIT 496391735883		2,851.60	07/05/22	271,916.25
833-830-9255 Payroll 9119618	650.00		07/05/22	271,266.25
CHECK(S)	63.49		07/05/22	271,202.76
DEPOSIT		2,720.52	07/06/22	273,923.28
DEPOSIT		2,934.18	07/06/22	276,857.46
DEPOSIT		22,228.21	07/06/22	299,085.67
IPAY SOLUTIONS BILL PMT BILL PMT		1,218.67	07/06/22	300,304.34
CHECKFREE COUNTY WAT XXXXXX5397		3,577.54	07/06/22	303,881.88
MERCHANT BANKCD DEPOSIT 496391735883		3,929.84	07/06/22	307,811.72

DEPOSIT	3,198.37	07/07/22	311,010.09
DEPOSIT	4,298.95	07/07/22	315,309.04
METAVANTE CORP BILL PAYMT 27156-00	302.28	07/07/22	315,611.32
* * * C O N T I N U E D * * *			

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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
IPAY SOLUTIONS BILL PMT BILL PMT		683.69	07/07/22	316,295.01
METAVANTE CORP BILL PAYMT 16654-00		871.03	07/07/22	317,166.04
CHECKFREE COUNTY WAT XXXXXX5397		2,496.36	07/07/22	319,662.40
MERCHANT BANKCD DEPOSIT 496391735883		2,959.33	07/07/22	322,621.73
DEPOSIT		4,077.55	07/08/22	326,699.28
METAVANTE CORP BILL PAYMT 0702700		425.03	07/08/22	327,124.31
IPAY SOLUTIONS BILL PMT BILL PMT		818.29	07/08/22	327,942.60
MERCHANT BANKCD DEPOSIT 496391735883		1,853.02	07/08/22	329,795.62
CHECKFREE COUNTY WAT XXXXXX5397		2,657.25	07/08/22	332,452.87
Money Transfer 100,000.00			07/08/22	232,452.87
CHECK(S) 17.79			07/08/22	232,435.08
DEPOSIT		2,447.19	07/11/22	234,882.27
DEPOSIT		2,803.34	07/11/22	237,685.61
DEPOSIT		2,925.36	07/11/22	240,610.97
DEPOSIT		6,109.20	07/11/22	246,720.17
METAVANTE CORP BILL PAYMT 0204900		646.68	07/11/22	247,366.85
MERCHANT BANKCD DEPOSIT 496391735883		1,104.32	07/11/22	248,471.17
County Water Dis Budget Bil XXXXX1683		1,274.90	07/11/22	249,746.07
IPAY SOLUTIONS BILL PMT BILL PMT		1,445.97	07/11/22	251,192.04
MERCHANT BANKCD DEPOSIT 496391735883		1,619.92	07/11/22	252,811.96
CHECKFREE COUNTY WAT XXXXXX5397		2,566.38	07/11/22	255,378.34
MERCHANT BANKCD DEPOSIT 496391735883		3,270.62	07/11/22	258,648.96
HEIGHTS WATER DI UTIL BILL HEIGHTS WATER D		26,897.01	07/11/22	285,545.97
CHECK(S) 44.40			07/11/22	285,501.57
DEPOSIT		801.40	07/12/22	286,302.97
DEPOSIT		2,805.79	07/12/22	289,108.76
DEPOSIT		3,956.51	07/12/22	293,065.27
DEPOSIT		16,928.24	07/12/22	309,993.51
DEPOSIT		17,061.28	07/12/22	327,054.79
METAVANTE CORP BILL PAYMT 16780-00		222.02	07/12/22	327,276.81
IPAY SOLUTIONS BILL PMT BILL PMT		1,177.87	07/12/22	328,454.68
CHECKFREE COUNTY WAT XXXXXX5397		1,356.26	07/12/22	329,810.94
MERCHANT BANKCD DEPOSIT 496391735883		2,171.40	07/12/22	331,982.34
ACH RETURNED ITEM R01 25089-00 292977660000058				
	33.41		07/12/22	331,948.93
CHECK(S)	32.67		07/12/22	331,916.26
DEPOSIT		4,363.46	07/13/22	336,279.72

METAVANTE CORP BILL PAYMT 24224-00	336.93	07/13/22	336,616.65
IPAY SOLUTIONS BILL PMT BILL PMT	440.66	07/13/22	337,057.31
CHECKFREE COUNTY WAT XXXXXX5397	1,405.33	07/13/22	338,462.64
* * * C O N T I N U E D * * *			

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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
MERCHANT BANKCD DEPOSIT 496391735883		3,686.03	07/13/22	342,148.67
CHECK(S) 2.81	2.81		07/13/22	342,145.86
DEPOSIT		4,128.17	07/14/22	346,274.03
IPAY SOLUTIONS BILL PMT BILL PMT		94.43	07/14/22	346,368.46
METAVANTE CORP BILL PAYMT 2301600		313.87	07/14/22	346,682.33
CHECKFREE COUNTY WAT XXXXXX5397		760.92	07/14/22	347,443.25
MERCHANT BANKCD DEPOSIT 496391735883		12,601.72	07/14/22	360,044.97
DEPOSIT		7,464.18	07/15/22	367,509.15
DEPOSIT		14,886.54	07/15/22	382,395.69
IPAY SOLUTIONS BILL PMT BILL PMT		84.59	07/15/22	382,480.28
METAVANTE CORP BILL PAYMT 14061-00		176.23	07/15/22	382,656.51
CHECKFREE COUNTY WAT XXXXXX5397		514.96	07/15/22	383,171.47
MERCHANT BANKCD DEPOSIT 496391735883		1,241.30	07/15/22	384,412.77
Service Charges June 2022 479.34	479.34		07/15/22	383,933.43
FDMS FDMS PYMT 052-1480741-000 29.93	29.93		07/15/22	383,903.50
CHECK(S) 24.63	24.63		07/15/22	383,878.87
DEPOSIT		2,317.32	07/18/22	386,196.19
METAVANTE CORP BILL PAYMT 0414800		96.96	07/18/22	386,293.15
IPAY SOLUTIONS BILL PMT BILL PMT		203.98	07/18/22	386,497.13
MERCHANT BANKCD DEPOSIT 496391735883		600.23	07/18/22	387,097.36
CHECKFREE COUNTY WAT XXXXXX5397		962.11	07/18/22	388,059.47
MERCHANT BANKCD DEPOSIT 496391735883		1,552.97	07/18/22	389,612.44
MERCHANT BANKCD DEPOSIT 496391735883		1,968.54	07/18/22	391,580.98
Fund Transfer 300,000.00	300,000.00		07/18/22	91,580.98
DEPOSIT		7,971.11	07/19/22	99,552.09
METAVANTE CORP BILL PAYMT 18113-00		184.88	07/19/22	99,736.97
IPAY SOLUTIONS BILL PMT BILL PMT		227.64	07/19/22	99,964.61
MERCHANT BANKCD DEPOSIT 496391735883		648.16	07/19/22	100,612.77
CHECKFREE COUNTY WAT XXXXXX5397		711.41	07/19/22	101,324.18
CHECK(S) 46.26	46.26		07/19/22	101,277.92
IPAY SOLUTIONS BILL PMT BILL PMT		93.77	07/20/22	101,371.69
METAVANTE CORP BILL PAYMT 2911000		190.01	07/20/22	101,561.70
CHECKFREE COUNTY WAT XXXXXX5397		776.75	07/20/22	102,338.45
County Water Dis Payments XXXXX1683		1,000.56	07/20/22	103,339.01
MERCHANT BANKCD DEPOSIT 496391735883		1,643.84	07/20/22	104,982.85
HEIGHTS WATER DI UTIL BILL HEIGHTS WATER D		11,115.13	07/20/22	116,097.98
County Water Dis June 15 me XXXXX1683				

	800.00	07/20/22	115,297.98
DEPOSIT		7,881.73 07/21/22	123,179.71
METAVANTE CORP BILL PAYMT 2300300		22.35 07/21/22	123,202.06
* * * C O N T I N U E D * * *			

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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
CHECKFREE COUNTY WAT XXXXXX5397		206.50	07/21/22	123,408.56
IPAY SOLUTIONS BILL PMT BILL PMT		389.01	07/21/22	123,797.57
MERCHANT BANKCD DEPOSIT 496391735883		964.60	07/21/22	124,762.17
CHECK(S) 42.64	42.64		07/21/22	124,719.53
METAVANTE CORP BILL PAYMT 24089-00		96.05	07/22/22	124,815.58
MERCHANT BANKCD DEPOSIT 496391735883		125.03	07/22/22	124,940.61
IPAY SOLUTIONS BILL PMT BILL PMT		206.30	07/22/22	125,146.91
CHECKFREE COUNTY WAT XXXXXX5397		429.87	07/22/22	125,576.78
ACH RETURNED ITEM R02 15143-00 092905248551707				
36.21	36.21		07/22/22	125,540.57
ACH RETURNED ITEM R02 15016-00 092905248551708				
44.22	44.22		07/22/22	125,496.35
ACH RETURNED ITEM R02 17159-00 292970820000337				
58.18	58.18		07/22/22	125,438.17
DEPOSIT		6,119.32	07/25/22	131,557.49
METAVANTE CORP BILL PAYMT 11196-00		165.01	07/25/22	131,722.50
IPAY SOLUTIONS BILL PMT BILL PMT		179.10	07/25/22	131,901.60
CHECKFREE COUNTY WAT XXXXXX5397		338.15	07/25/22	132,239.75
MERCHANT BANKCD DEPOSIT 496391735883		375.98	07/25/22	132,615.73
MERCHANT BANKCD DEPOSIT 496391735883		1,045.90	07/25/22	133,661.63
MERCHANT BANKCD DEPOSIT 496391735883		2,532.35	07/25/22	136,193.98
CHECK(S) 25.44	25.44		07/25/22	136,168.54
DEPOSIT		5,026.79	07/26/22	141,195.33
IPAY SOLUTIONS BILL PMT BILL PMT		140.21	07/26/22	141,335.54
METAVANTE CORP BILL PAYMT 11174-00		175.00	07/26/22	141,510.54
MERCHANT BANKCD DEPOSIT 496391735883		418.60	07/26/22	141,929.14
CHECKFREE COUNTY WAT XXXXXX5397		541.75	07/26/22	142,470.89
CHECK(S) 44.62	44.62		07/26/22	142,426.27
METAVANTE CORP BILL PAYMT 0801200		21.05	07/27/22	142,447.32
CHECKFREE COUNTY WAT XXXXXX5397		99.16	07/27/22	142,546.48
MERCHANT BANKCD DEPOSIT 496391735883		1,595.13	07/27/22	144,141.61
CHECK(S) 45.25	45.25		07/27/22	144,096.36
METAVANTE CORP BILL PAYMT 30402-00		100.00	07/28/22	144,196.36
IPAY SOLUTIONS BILL PMT BILL PMT		365.42	07/28/22	144,561.78
CHECKFREE COUNTY WAT XXXXXX5397		537.62	07/28/22	145,099.40
MERCHANT BANKCD DEPOSIT 496391735883		3,901.45	07/28/22	149,000.85
DEPOSIT		7,560.90	07/29/22	156,561.75

IPAY SOLUTIONS BILL PMT BILL PMT	120.34	07/29/22	156,682.09
METAVANTE CORP BILL PAYMT 11176-00	139.33	07/29/22	156,821.42
CHECKFREE COUNTY WAT XXXXXX5397	474.98	07/29/22	157,296.40

* * * C O N T I N U E D * * *

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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
MERCHANT BANKCD DEPOSIT 496391735883		822.30	07/29/22	158,118.70
CHECK(S)	15.80		07/29/22	158,102.90
BALANCE THIS STATEMENT			07/29/22	158,102.90
TOTAL CREDITS (125)	342,571.74	MINIMUM BALANCE		91,580.98
TOTAL DEBITS (24)	402,537.09	AVG AVAILABLE BALANCE		222,416.91
		AVERAGE BALANCE		222,416.91

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YOUR CHECKS SEQUENCED

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DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
07/15 10457* 24.63	07/05 10534* 17.97	07/25 10546* 25.44
07/27 10507* 45.25	07/05 10540 45.52	07/21 10549 42.64
07/11 10518* 20.09	07/08 10541 17.79	07/26 10550* 44.62
07/29 10522* 15.80	07/11 10542* 24.31	07/19 10552 46.26
07/12 10531* 32.67	07/13 10544* 2.81	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

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

*		TOTAL FOR		TOTAL	*
*		THIS PERIOD		YEAR TO DATE	*

* TOTAL OVERDRAFT FEES:		\$.00		\$.00	*

* TOTAL RETURNED ITEM FEES:		\$.00		\$.00	*

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

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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			06/30/22	181,522.67
IRS USATAXPYMT 270258924518927	4,861.64		07/08/22	176,661.03
County Water Dis Payroll 06 XXXXX1683				
	15,407.77		07/08/22	161,253.26
STATE OF MONTANA MT TAX PMT XXXXXX3002WTH				
	1,033.00		07/11/22	160,220.26
ASCENSUS TRUST RET PLAN 259835 07082022				
	1,709.62		07/11/22	158,510.64
Service Charges June 2022	7.10		07/15/22	158,503.54
Fund Transfer		300,000.00	07/18/22	458,503.54
ICORP TRANSFER TO XXXXXX1008 7/19/22 AT 7:52 SEQ				
115200025	300,000.00		07/19/22	158,503.54
ASCENSUS TRUST RET PLAN 259835 07222022				
	1,619.69		07/22/22	156,883.85
IRS USATAXPYMT 270260353988654	4,760.84		07/22/22	152,123.01
County Water Dis Payroll 06 XXXXX1683				
	15,176.48		07/22/22	136,946.53
STATE OF MONTANA MT TAX PMT XXXXXX3002WTH				
	1,015.00		07/25/22	135,931.53
BALANCE THIS STATEMENT			07/29/22	135,931.53
TOTAL CREDITS (1)	300,000.00	MINIMUM BALANCE		135,931.53
TOTAL DEBITS (10)	345,591.14	AVG AVAILABLE BALANCE		166,462.77
		AVERAGE BALANCE		166,462.77

* * * C O N T I N U E D * * *

FIRST INTERSTATE BANK
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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          *
*                                     |        THIS PERIOD        |        YEAR TO DATE    *
*-----*
* TOTAL OVERDRAFT FEES:             |          $.00           |          $.00          *
*-----*
* TOTAL RETURNED ITEM FEES:         |          $.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.

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

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0
51

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To contact your local branch call 406-255-5800

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STATE COUNTY MUNICIPALITY CHECKING ACCOUNT XXXXXXXXXXXX1008

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/22	116,023.74
CHECK(S) 79,559.74	79,559.74		07/01/22	36,464.00
USAA FSB TRIALCREDIT XXXXXX9627		.40	07/05/22	36,464.40
USAA FSB TRIALCREDIT XXXXXX9623		.60	07/05/22	36,465.00
CREDIT BACK CHECK # 7715 - ALTERED/FICTITIOUS		1,780.99	07/05/22	38,245.99
CREDIT BACK CHECK # 7783 - ALTERED/FICTITIOUS		4,500.00	07/05/22	42,745.99
USAA FSB TRIALDEBIT 5191789631 1.00	1.00		07/05/22	42,744.99
CHECK(S) 139.98	139.98		07/05/22	42,605.01
ACH RETURN ENTRY ADJ 1.00		1.00	07/06/22	42,606.01
CHECK(S) 46,574.00	46,574.00		07/07/22	3,967.99-
Money Transfer		100,000.00	07/08/22	96,032.01
CREDIT BACK CHECK 0 - ALTERED/FICTITIOUS		45,474.00	07/08/22	141,506.01
CHECK(S) 1,849.82	1,849.82		07/08/22	139,656.19
CREDIT BACK CHECK #7710 - ALTERED/FICTITIOUS		950.00	07/11/22	140,606.19
ASCENSUS TRUST RET PLAN 259835 07082022				
	1,576.31		07/11/22	139,029.88
CHECK(S) 2,313.11	2,313.11		07/11/22	136,716.77
WEX INC FLEET DEBI 9100009036252				
	1,827.05		07/13/22	134,889.72
CHECK(S) 4,574.07	4,574.07		07/13/22	130,315.65
CREDIT BACK CHECK #21927 - ALTERED/FICTITIOUS		3,450.00	07/14/22	133,765.65
CHECK(S) 1,663.35	1,663.35		07/14/22	132,102.30
Service Charges June 2022 .95	.95		07/15/22	132,101.35
CHECK(S) 1,166.56	1,166.56		07/15/22	130,934.79
CHECK(S) 76,769.05	76,769.05		07/18/22	54,165.74
ICORP TRANSFER FROM XXXXXX976 7/19/22 AT 7:52 SEQ				

115200025		300,000.00	07/19/22	354,165.74
CHECK(S)	526.00		07/19/22	353,639.74
* * * C O N T I N U E D * * *				

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

030 00012 01
ACCOUNT: XXXXXXXXXXXX1008
DOCUMENTS: 51

PAGE: 2
07/29/2022

TELEPHONE:855-342-3400

COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS
OPERATIONAL & MAINTENANCE FUND

STATE COUNTY MUNICIPALITY CHECKING ACCOUNT XXXXXXXXXXXX1008

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
THE GUARDIAN AUG GP INS 76988900WWA0000				
	1,829.81		07/20/22	351,809.93
CHECK(S)	206,848.17		07/20/22	144,961.76
CREDIT BACK CHECK #71236 - ALTERED/FICTITIOUS	4,950.27		07/21/22	149,912.03
CHECK(S)	13,891.33		07/21/22	136,020.70
CREDIT BACK CHECK #71234 - ALTERED/FICTITIOUS	4,950.27		07/22/22	140,970.97
CREDIT BACK CHECK #71237 - ALTERED/FICTITIOUS	7,450.76		07/22/22	148,421.73
ASCENSUS TRUST RET PLAN 259835 07222022				
	1,521.15		07/22/22	146,900.58
CHECK(S)	9,601.90		07/22/22	137,298.68
CREDIT BACK CHECK #71232 - ALTERED/FICTITIOUS	7,150.00		07/25/22	144,448.68
CHECK(S)	1,747.78		07/25/22	142,700.90
MONTANASTATEFUND PREMIUM XXXXX9518				
	938.35		07/26/22	141,762.55
CHECK(S)	68,976.86		07/26/22	72,785.69
CHECK(S)	9,992.05		07/27/22	62,793.64
CREDIT BACK CHECK #19968 - ALTERED/FICTITIOUS	2,500.00		07/28/22	65,293.64
CREDIT BACK CHECK #164234 - ALTERED/FICTITIOUS		2,500.00	07/28/22	67,793.64
CHECK(S)	285.00		07/28/22	67,508.64
HEALTH CARE SERV OBPPAYMT XXXXXX8078				
	15,429.36		07/29/22	52,079.28
CHECK(S)	7,890.94		07/29/22	44,188.34
BALANCE THIS STATEMENT			07/29/22	44,188.34
TOTAL CREDITS (16)	485,658.29	MINIMUM BALANCE		3,967.99-
TOTAL DEBITS (59)	557,493.69	AVG AVAILABLE BALANCE		101,734.23
		AVERAGE BALANCE		101,734.23

YOUR CHECKS SEQUENCED

DATE...	CHECK #	AMOUNT	DATE...	CHECK #	AMOUNT	DATE...	CHECK #	AMOUNT
07/07	*	45,474.00	07/27	9897*	2,500.00	07/08	17860	350.00
07/08	7710*	950.00	07/25	17801*	100.00	07/05	17861*	139.98
07/01	7715*	1,780.99	07/01	17857	3,286.25	07/08	17863	450.00

07/01	7783*	4,500.00	07/01	17858*	997.50	07/01	17864	25.00
* * * C O N T I N U E D * * *								

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

030 00012 01
ACCOUNT: XXXXXXXXXXXX1008
DOCUMENTS: 51

PAGE: 3
07/29/2022

TELEPHONE:855-342-3400

COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS
OPERATIONAL & MAINTENANCE FUND

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YOUR CHECKS SEQUENCED

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DATE...	CHECK #.....	AMOUNT	DATE...	CHECK #.....	AMOUNT	DATE...	CHECK #.....	AMOUNT
07/07	17865	1,100.00	07/20	17879	455.00	07/20	17893	199,112.90
07/01	17866*	68,970.00	07/14	17880	1,527.76	07/25	17894	480.00
07/18	17868	2,241.20	07/18	17881	158.05	07/28	17895	285.00
07/14	17869	66.92	07/20	17882	2,330.00	07/29	17896*	6,631.69
07/08	17870	99.82	07/15	17883	260.03	07/27	17898*	4,199.55
07/11	17871	165.11	07/13	17884	1,124.07	07/26	17900*	1,200.00
07/11	17872	2,148.00	07/15	17885*	662.93	07/29	17904*	1,259.25
07/25	17873	360.48	07/27	17887	792.50	07/27	19968*	2,500.00
07/21	17874	513.77	07/25	17888	807.30	07/13	21927*	3,450.00
07/19	17875	526.00	07/26	17889	67,776.86	07/22	71232*	7,150.00
07/22	17876	2,451.90	07/18	17890	743.70	07/21	71234*	4,950.27
07/15	17877	243.60	07/21	17891	976.53	07/20	71236	4,950.27
07/14	17878	68.67	07/18	17892	73,626.10	07/21	71237	7,450.76

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

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

*		TOTAL FOR	TOTAL *
*		THIS PERIOD	YEAR TO DATE *

* TOTAL OVERDRAFT FEES:		\$60.00	\$60.00 *

* TOTAL RETURNED ITEM FEES:		\$.00	\$.00 *

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

030 00012 01
ACCOUNT: XXXXXXXXXXXX7508
PAGE: 1
07/29/2022

TELEPHONE:855-342-3400

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

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To contact your local branch call 406-255-5800

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STATE COUNTY MUNICIPALITY MONEY MARKET ACCOUNT XXXXXXXXXXXX7508

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/22	250,945.78
INTEREST		1.99	07/29/22	250,947.77
BALANCE THIS STATEMENT			07/29/22	250,947.77
TOTAL CREDITS (1)	1.99			
TOTAL DEBITS (0)	.00			

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

AVERAGE LEDGER BALANCE:	250,945.78	INTEREST EARNED:	1.99
AVERAGE AVAILABLE BALANCE:	250,945.78	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	1.99	ANNUAL PERCENTAGE YIELD EARNED:	.01%
INTEREST PAID 2022:	14.42		



550 S. 24th STREET W., SUITE 201, BILLINGS, MT 59102 | 406.894.2210

July 27, 2022

County Water District of Billings Heights
Attn: Peyton Brookshire
1540 Popelka Drive
Billings, MT 59105



Re: Request for Annexation

Dear Mr. Brookshire,

This letter is being prepared on behalf of our client, Mr. and Mrs. Daffin, to annex a portion of their property, Lot 1, Block 3 of Rolling Hills Ranchettes into the County Water District of Billings Heights. Below are the items requested for the annexation petition:

1. Property Legal Description: Lot 1, Block 3 of Rolling Hills Ranchettes
2. Property Metes and Boundary Description: Beginning at the Northwest corner of Lot 1, Block 3 of Rolling Hills Ranchettes; thence on the north line of said Lot 1, Block 3 of Rolling Hills Ranchettes, N89°25'E, a distance of 143 feet; thence S01°07'E, a distance of 175 feet to a point on the south line of said Lot 1, Block 3 of Rolling Hills Ranchettes; thence on said south line of Lot 1, Block 3 of Rolling Hills Ranchettes, S89°25'W, a distance of 143 feet to the Southwest corner of said Lot 1, Block 3 of Rolling Hills Ranchettes; thence on the West line of said Lot 1, Block 3 of Rolling Hills Ranchettes, N01°07'W, a distance of 175 feet to the Point of Beginning. The annexation area is 0.58 acres.
3. A copy of the original subdivision plat is enclosed.
4. A copy of permit YCCHD Permit #12505 for the subject property is enclosed.
5. The current zoning of the property is RR-1. The current use of the property is residential.
6. The current irrigation system is supplied by an existing well on the subject property.
7. The buy-in fee will be paid directly by Mr. & Mrs. Daffin.

Sincerely,

Aaron Redland
Project Manager

Cc: Mr. & Mrs. Daffin



1540 Popelka Drive
Billings, MT 59105

Phone: 252-0539
Fax: 252-0518

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

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

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

[SEE ATTACHED EXHIBIT "A"]

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

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

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

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

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

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

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

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

Joshua & Heather Daffin
2649 Ranchette Road, Billings
406-861-9444

Name, Address and Telephone No.

Name, Address and Telephone No.

Name, Address and Telephone No.

Name, Address and Telephone No.

"Owner"

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

ALL ITEMS BELOW SHALL BE
COMPLETED BY THE DISTRICT

Date Submitted:

8-3-22

Received by:

DPB

Petition Number:

009-22

Fee Paid:

\$15,886.70

EXHIBIT A

LOT 1, BLOCK 3 OF ROLLING HILLS RANCHETTES
WITHIN SW1/4 OF SECTION 10, T01N, R26E
YELLOWSTONE COUNTY, MONTANA

LOT 6A, BLOCK 1
AMENDED LOTS 5 & 6, BLOCK 1 OF
ROLLING HILLS RANCHETTES

LOTS 1-4, BLOCK 1
ROLLING HILLS
RANCHETTES

BRIDLE PATH ROAD
(60' RIGHT-OF-WAY)

N89°25'E, 280.5'

ANNEXATION AREA
0.58 ACRES

EXISTING RESIDENCE
AND GARAGE

S01°07'E, 175'

25'

LOT 1, BLOCK 3
ROLLING HILLS RANCHETTES

137'

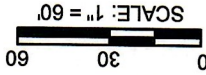
S89°25'W, 280.5'

N01°07'W, 175'

LOT 7, BLOCK 2
ROLLING HILLS RANCHETTES

LOT 5, BLOCK 2
ROLLING HILLS RANCHETTES

RANCHETTE ROAD
(60' RIGHT-OF-WAY)



LOT 2, BLOCK 3
ROLLING HILLS RANCHETTES

LOT 6, BLOCK 3
ROLLING HILLS RANCHETTES

HEIGHTS WATER ANNEXATION
LOT 1, BLOCK 3 OF
ROLLING HILLS RANCHETTES
WITHIN SW1/4 OF SECTION 10, T01N, R26E
YELLOWSTONE COUNTY, MONTANA

DSGN	DATE	CKD
AMR	7/12/22	JPB
REV	DATE	CKD
JOB # 2022-365		

PLOT STYLE: WMC_V1-QAB

FILE PATH: K:\Billings\J.Daffin, Joshua\2022\2022 Heights Water Annexation\05CAD\Sheet\Rolling Hills Water Annexation Exhibit.dwg

PREPARED FOR:
MR. & MRS. DAFFIN

WMC ENGINEERING
550 S. 24TH STREET W, SUITE 201
BILLINGS, MT 59102
(406) 894-2210

EXHIBIT
1 OF 1

PERMIT

SUBSURFACE ON-SITE SEWAGE TREATMENT SYSTEM

Environmental Health Program, Courthouse Room 308
256-2770

Date: 10/7/03

Building Permit #: A149-03

YCCHD Permit #: 12505

Site Location: 2649 RANCHETTE ROAD

Legal Description: Rolling Hills Ranchettes Lot 1 Block 3 Tract

Installer: Jim Rooney

Installed for: M & M const

Type of Dwelling: S.F.R. Constructed for: 3 bedrooms / gal/day.

Minimum Drainfield Size Requirements: 180 square feet/bedroom.

Total minimum amount of drainfield to be installed: 540 square feet; or 270 lineal feet.

Percolation Rate minutes/inch Groundwater Depth feet.

Water Supply: Well ☒ Cistern Public Other

Distance to Septic Tank 100+ Distance to Drainfield 100+

Layout Details:

Tank Size: 1000 ☒ 1500 ☐ 2000 gallons; other RISERS

Material: Concrete ☒ Other Tank to Foundation: 24'

Effluent Filter: Yes/No

Trench Dimensions:

Gravel above pipe: 2-3

Depth to perf. pipe: 10-12 8-10

Gravel below pipe: 6-10

Depth to bottom trench: 10-12

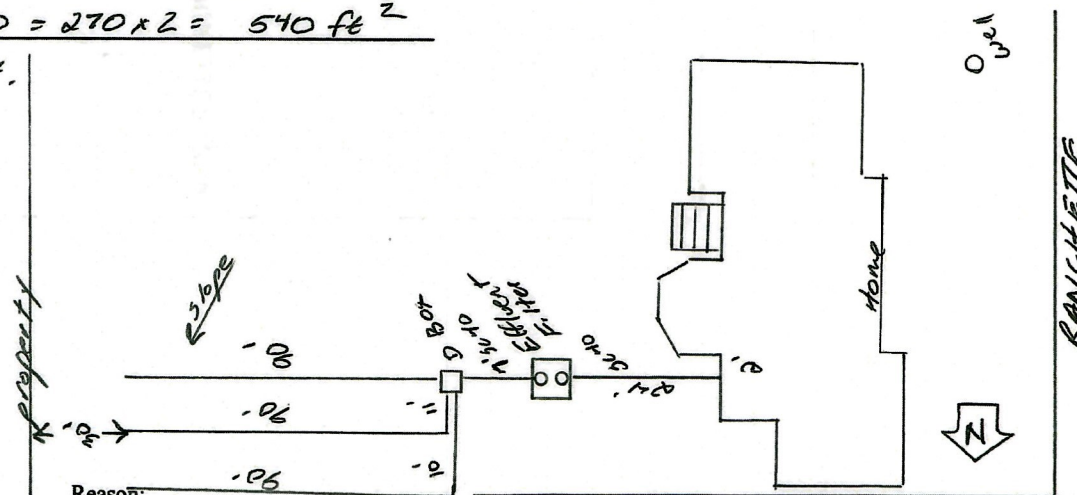
Trench width: 24"

Trench Nearest to Property Line: 30' EAST

System Type: STANDARD SHALLOW CAPPED

Total Area Installed: 3x90 = 270x2 = 540 ft²

Installer not present.



Approved: [Signature] Denied: Reason:

Installer: [Signature] Sanitarian: Karl Carlson

Note: Inspection denotes compliance to plans submitted and to Yellowstone City-County Board of Health Rules and Regulations. It does not guarantee performance or longevity of system. (septic-permit - 06/01)

Peyton,

Our quote would be \$13,500. Like we discussed on the phone, our schedule is getting pretty filled up already. Hopefully, we could get something figured out because I would like to work with you guys again. Let me know if you need anything else from me. Thank you.

Get [Outlook for Android](#)

From: peyton@heightswaterdistrict.com <peyton@heightswaterdistrict.com>

Sent: Thursday, August 11, 2022 10:11:07 AM

To: Brian Van Steeland <bvansteeland@summers-mcnea.com>

Subject: Audit

MANAGER REPORT AUGUST 2022

- **Approval of budget with revisions and pay increases. Carry over from July meeting. The pay increases are already factored into the budget to show the overall effect of the 8% increase. The employees have not seen a raise in two years and with the inflation rate at 12% I think it is very fair. The labor field in the budget also reflects about 20k in overtime pay which was estimated based on averages for the previous years and budgeted salary changes of hourly wage of the servicemen.**
- **Daffin Annexation, 2649 Ranchette Road .58 acres for total of \$5,886.70. All is in order on this property to approve the annexation.**
- **Master agreement for engineering services five-year extension with Interstate engineering. We are at a critical time with our CIP and rate study and NW transmission project. In my opinion it would be foolish to RFP for another firm as most of them are not focused on being a municipal civil firm and it would be essentially like starting over. If it isn't broke don't fiddle with it. Interstate has continued to serve the district and our customers exceptionally well and by extending our contract with them early we can keep going on the tasks in front of us without delay.**
- **DWSRF Fund paperwork for Northwest Transmission Line to be eligible for funds for commencement in 2024. See attached.**
- **Quote obtained from Northern Lake Services lab to do our UCMR 5 testing beginning in 2025. March, June, September and December of 2025 are our scheduled sample dates. See attached.**
- **CIP and Rate Study update. See attached.**
- **Chlorination project update Interstate. See attached.**
- **Quotes from Anderson Zermuhen and Summers McNea for annual audit. See attached.**
- **Letter from the City in regards to contract. In my opinion I think we are not at a position right now to have any discussions on the contract with the city. We have some housecleaning to do and we really need to also wait and see our rate study results as well as what the City intends to involve in determining any increases in our rates in the next two years. I think a letter to the City Administrator from the board to simply postpone until a later date would be sufficient. As a reminder we are not obligated by a time line for these discussions nor do we have to even have them if the board chooses not to do so.**



NORTHERN LAKE SERVICE, INC.
Analytical Laboratory and Environmental Services

400 North Lake Avenue - Crandon, WI 54520-1298
Tel: (715) 478-2777 - Fax (715) 478-3060

LABORATORY SERVICES QUOTATION

County Water District of Billings Heights Attn: Duke Nieskens 1540 Popelka Dr. Billings MT 59105-	QUOTATION:135431 CLIENT: 104711 DATE: 07/28/2022 PHONE: 406-252-0539 FAX: --
--	--

PROJECT Surface Water UCMR5 Testing - BUDGETARY PRICING
EFFECTIVE 01/01/2023 THROUGH 12/31/2025

SW EP - Metals Testing - 1 Entry Point, 4 Sampling Events	Qty	Price	Total
UCMR5 Lithium, tot. recoverable as Li by ICP	4	\$45.00	\$180.00
UCMR5 Metals digestion - tot. recov.ICP	4	\$0.00	\$0.00
Subtotal:			\$180.00

SW EP - Perfluorinated Testing -1 Entry Point, 4 Sampling Events	Qty	Price	Total
UCMR5 Perfluorinated Chemicals by EPA Method 537.1(includes sample disposal)	4	\$275.00	\$1100.00
UCMR5 Perfluorinated Chemicals by EPA Method 537.1 - Field Blank(includes sample disposal)	4	\$0.00	\$0.00
UCMR5 Perfluorinated Chemicals by EPA Method 533	4	\$420.00	\$1680.00
UCMR5 Perfluorinated Chemicals by EPA Method 533 - Field Blank	4	\$0.00	\$0.00
Subtotal:			\$2780.00

Reporting	Qty	Price	Total
UCMR5 - FedEx NDA Return Shipping Label (each cooler)	4	\$100.00	\$400.00
EDD - UCMR5 Reporting/USEPA SDWARS/CDX	4	\$0.00	\$0.00
Subtotal:			\$400.00
Total:			\$3360.00



NORTHERN LAKE SERVICE, INC.
Analytical Laboratory and Environmental Services

400 North Lake Avenue - Crandon, WI 54520-1298
Tel: (715) 478-2777 - Fax (715) 478-3060

LABORATORY SERVICES QUOTATION

County Water District of Billings Heights Attn: Duke Nieskens 1540 Popelka Dr. Billings MT 59105-	QUOTATION:135431 CLIENT: 104711 DATE: 07/28/2022 PHONE: 406-252-0539 FAX: --
--	--

PROJECT Surface Water UCMR5 Testing - BUDGETARY PRICING
EFFECTIVE 01/01/2023 THROUGH 12/31/2025

Other Information

Prices reflect all applicable discounts and include sample containers with preservatives shipped to your site(s).

Subject to Northern Lake Service Standard Terms and Conditions

Submitted by: Tracy Huber

Signature:

**MASTER AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE
COUNTY WATER DISTRICT OF BILLINGS HEIGHTS**

-

For the consideration hereinafter set forth, INTERSTATE ENGINEERING, INC. (hereinafter referred to as the Engineer) agrees to provide design engineering, surveying, construction engineering, and related professional services as described herein to the County Water District of Billings Heights, Billings, Montana (hereinafter referred to as the District).

The professional services to be provided to the District are anticipated to generally consist of, but are not limited to, the following work items:

- Preliminary Engineering and Studies
- Surveying
- Final Engineering and Design
- Engineer's Opinion of Probable Construction Cost
- Contract Document Preparation
- Bidding Services
- Shop Drawing and Submittal Review
- Construction Engineering and Surveying
- Construction Administration
- Construction Observation
- Grant Assistance and Administration
- Design, Construction, and Legal Surveys
- Record Drawings

The engineering and administration work for the above listed improvements are anticipated to generally consist of, but are not limited to, the following work items:

- Water Distribution and Water Storage Improvements
- Water Distribution System Modeling
- General Engineering Services requested by the District

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to provide required engineering and related services for the District's projects. The services to be provided, and the compensation for such services, shall be as mutually agreed to in separate Task Orders to this Agreement, executed by both parties. Unless otherwise indicated in a Task Order, execution of a Task Order by the District shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Task Order.

ARTICLE 2. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services described in Article 1, the District shall pay the Engineer a lump sum fee or the Engineer's hourly rates, whichever is appropriate, as described in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be negotiated by the parties at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each Task Order shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal written amendment to the appropriate Task Order.

D. BASIS OF COSTS

The budgets listed in the Task Orders are based on salaries and expenses estimated for completing the work in the time frames indicated in each Task Order. Should the services scheduled be delayed because of circumstances beyond the control of the Engineer, the basis of payment will be renegotiated to provide for additional costs of service.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the District, shall be included in the appropriate Task Order or a separate Task Order shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the District directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional payment to be mutually negotiated at the time the District directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

The scope and extent of engineering services to be provided under this Agreement does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the District, except for suits or claims between the parties to this Agreement.

ARTICLE 3. PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described in Article 1 and subsequent Task Orders, payment is due within 30 days after receipt of billing of the amount due, as prescribed in Article 2, for each service rendered during the month.

B. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, the District hereby agrees to pay interest charges allowed by Montana Law as set forth in MCA 31-1-107 on the unpaid balance or fraction thereof. Interest on the unpaid balance will become due and payable at the time said overdue

payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures are followed by the Engineer. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The Engineer will not begin work on any of the services listed in Article 1 until the District directs Engineer to proceed. Authorization to proceed on work elements not defined in this Agreement as to scope, cost, and time for completion shall be in the form of a Task Order as previously described.

B. SUBSURFACE INVESTIGATIONS

In soils, foundation, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals, and at locations other than where observations, explorations, and investigations have been made. In estimating subsurface conditions, the data, interpretation, and recommendations of the Engineer are based solely on the information obtained. It is recognized, however, that because of the inherent risks and uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost.

The Engineer will coordinate the subsurface investigations and perform engineering evaluations in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the Engineer as part of services during construction shall not relieve the Construction Contractor(s) of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the Construction Contractor(s) of total responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the Construction Contract(s) in conformance with the intent of those Contract(s) and for all safety precautions incidental thereto. Such visits by the Engineer are not to be construed as part of the observation duties of the on-site representative personnel defined herein, nor is the Engineer in any way responsible for inspecting, noting, commenting on, or reporting safety deficiencies. The Engineer shall not be responsible for the acts or omissions of any Contractor(s)' or subcontractor(s)' agents or employees or any persons at the site except Engineer's own employees and agents.

D. ON-SITE REPRESENTATIVE

The Engineer's on-site representative personnel will make reasonable efforts to assist in guarding the District against defects and deficiencies in the work of the Contractor(s) and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day presence and observations will not, however, cause the Engineer to be responsible for those duties and responsibilities that belong to the District and/or Construction Contractor(s) or other parties and which include, but are not limited to, full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such on-site observations shall not, in any way, make the Engineer responsible for inspecting, noting, observing, or reporting on safety deficiencies of

the Contractor nor for the acts or omissions of said Contractor(s)' or subcontractor(s)' agents or employees or any other persons at the site except Engineer's own employees and agents.

E. ON-SITE RESPONSIBILITIES

The Engineer shall act as the District's agent for all matters incidental to coordination of the project during construction; but the Engineer has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

F. OPINIONS OF COST

Construction and procurement opinions of cost to be prepared under this Agreement are to be based upon presently available data, adjusted where necessary to reflect anticipated future changes. In preparation of these cost estimates, the Engineer will apply his experience and judgment; but since he has no control over future changes or competitive bidding procedures and market conditions and other factors affecting cost, no warranty, expressed or implied, is given as to the accuracy of said opinions of cost.

When the Engineer is required to prepare quantity and material take-offs and/or opinions of cost for the project or portions of the project from plans and specifications that are less than 100% complete, the District shall hold the Engineer harmless from any and all loss, liability, or claims resulting from said actions of the Engineer.

G. CONSTRUCTION PROGRESS PAYMENTS

Recommendations by the Engineer to the District for periodic construction progress payments to the Contractor are based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated and that the quality of work represented by the recommendation is generally in accordance with the intent of the Contract Documents. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to District free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between District and Contractor that might affect the amount that should be paid.

H. LEVELS OF COMPETENCE

The Engineer shall be responsible to the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional personal services in the District's community, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement. The Engineer makes no other warranty, expressed or implied.

I. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent in detail the exact location or type of various components nor the exact manner in which the project was finally constructed. The Engineer will not be responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

J. PERSONNEL STAFFING CHANGE

The Engineer will notify the District within 30-days of any proposed changes of the Project Manager assigned to a specific Task Order under this Master Agreement. The District shall have the right to review the proposed new Project Manager and accept or reject the change. If the District rejects the change, the Engineer shall submit an additional candidate for Project Manager. If the District and the Engineer can not come to agreement on a new Project Manager, this shall be sufficient grounds for the District to terminate the Task Order or the Master Agreement.

ARTICLE 5. OBLIGATIONS OF THE DISTRICT

A. AUTHORIZATION TO PROCEED

The District shall authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing a Task Order for each phase of the work.

B. DISTRICT-FURNISHED DATA

The District shall provide to the Engineer all technical data in the District's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the District's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that District requires to be included. Engineer may rely upon the accuracy, timeliness, and completeness of the information provided by the District in performing Engineer's services to the District.

C. ACCESS TO FACILITIES AND PROPERTY

Upon reasonable notice, the District shall make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by District.

D. ADVERTISEMENTS, PERMITS, AND ACCESS

The District shall be responsible for and pay all costs of publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

E. TIMELY REVIEW

The District shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as District deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

F. PROMPT NOTICE

The District shall give prompt written notice to Engineer whenever District observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Neither the District nor the Engineer shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

B. LEVEL OF ENGINEERING EFFORT

The District and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The District and Engineer further recognize that it is cost-prohibitive to the District to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders.

C. TERMINATION

This Agreement may be terminated by either party upon 30 days' written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped by conditions beyond the control of the District. Failure to perform includes failure of the District to promptly pay the Engineer in conformance with Article 3.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date, plus reasonable termination expenses if termination is not caused by failure of the Engineer to perform.

Every five (5) years after the date of the execution of this agreement, either party shall have the right to terminate the agreement with or without cause. Notice of termination must be given in writing at least thirty (30) days before the expiration of the five (5) year term. In the event neither party terminates or requests re-negotiation, the agreement shall renew automatically for another five (5) year term.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

D. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The District may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the District or for reasons beyond the control of the District or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel

relocation and/or replacement costs, and all other identifiable labor and expense costs.

E. ASSIGNMENT

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this Agreement.

Use of subconsultants by the Engineer for technical or professional services shall not be considered an assignment of a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than District and Engineer.

F. ARBITRATION

1. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Arbitration costs shall be shared by both parties to this Agreement unless otherwise ruled by the arbitrators.
2. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
3. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

G. VENUE

In the event of litigation concerning this Agreement, venue shall be in the Judicial District in and for the County of Yellowstone, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

ARTICLE 7. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

The Engineer shall provide access to any of the documents relating to this project to the District or authorized representative of the above during normal working hours.

B. RECORDS

The Engineer shall maintain project and financial records for this project for at least three years after final payment and closure of the project.

C. REPRODUCIBLE COPIES

Reproducible copies of planning and design drawings and specifications (including electronic files in a “.pdf” or “.plt” format) shall be made available to the District upon request.

ARTICLE 8. ATTACHMENTS, SCHEDULES, AND SIGNATURES

A. AGREEMENT DESCRIPTION

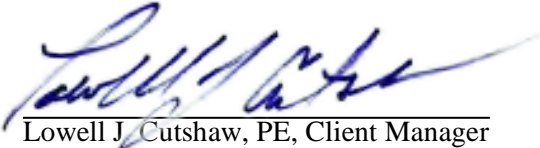
This Agreement (consisting of pages 1 to 8, inclusive) constitutes the entire Agreement between the District and the Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written addendum or Task Order.

DATED this ____ day of _____, 2022.


**COUNTY WATER DISTRICT
OF BILLINGS HEIGHTS**

Peyton Brookshire, Manager

INTERSTATE ENGINEERING, INC.



Lowell J. Cutshaw, PE, Client Manager



Brent Moore, Regional Vice President



July 26, 2022

Ming Cabrera, President
County Water District of Billings Heights
1540 Popelka Drive
Billings, MT 59105

RE: Receipt of Drinking Water State Revolving Fund (DWSRF) Application—County Water District of Billings Heights Water System Transmission Main Project (PWSID No. MT0000155)

Dear Mr. Cabrera:

The Department of Environmental Quality (DEQ) is pleased to receive your application for DWSRF funding. This letter is to acknowledge receipt of your application and to mention a few things that we will need as the project proceeds. Since DEQ and DNRC co-administer this program, we are forwarding a copy of your application to the Department of Natural Resources and Conservation (DNRC). DEQ and DNRC will contact you as needed while the funding is secured and as necessary throughout the project. However, there are a few items listed below that you should be aware of now.

When the application is complete and the project may be funded, DNRC will send you a **commitment agreement** that reserves funds for your project and explains some program requirements. As the project proceeds, DNRC usually coordinates a conference call among the interested parties.

Eventually we will review and approve plans and specifications for the project, complete an environmental review, authorize award of the contract for construction, conduct construction inspections, and review and approve disbursement requests. Attached is a checklist of some important program requirements, along with a brief explanation, that you should be aware of to ensure financial and technical eligibility and to help avoid project delays.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Denver Fraser".

Denver Fraser, PE
Drinking Water SRF Program
406.444.5318

Anna Miller, DNRC (email)
Lowell Cutshaw, PE, Interstate Engineering (email)
Peyton Brookshire, Billings Heights General Manager, (email)

APPLICANT CHECKLIST

- ☐ **Site title opinion**

Your attorney will need to prepare and sign a **site title opinion** for the project that indicates you have the necessary ownership, easements, servitudes or rights-of-way to construct, operate and maintain the project on the properties involved. It may not be possible to prepare a site title opinion immediately. However, as soon as project locations are established, the site title opinion should be completed to prevent the project from being delayed.
- ☐ **APPLICANT'S UEI NO. The UEI number is needed as soon as possible. If you don't currently have one, you will need to obtain one.**
- ☐ **Engineering agreement and procurement documentation**

Please provide a copy of the engineering agreement and, if loan funds will be used to pay for engineering, documentation of proper procurement of professional services.
- ☐ **Commitment from Owner**

Commitment from Owner to have engineer certify in accordance with arm 17.38.101(15)
- ☐ **Environmental Review**

The environmental review process must be complete before plans and specifications are approved, and the project is bid. For most projects, DEQ performs an environmental assessment. The borrower may be responsible for publishing the finding from the environmental assessment in a local newspaper, allowing 30 days for public comment.
- ☐ **Approval of plans and specifications from DEQ**

Engineering plans and specifications must be submitted to DEQ for review. Prior to advertising for bids, you should have DEQ's approval for the plans and specifications. Please allow sufficient time for processing. We encourage the use of the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FUNDING AGENCY EDITION" prepared by the Engineers Joint Contract Documents Committee. In addition, we encourage the use of "SECTION 00900 FUNDING AGENCY SPECIAL PROVISIONS FOR MONTANA PUBLIC FACILITY PROJECTS" which can be found at <http://dnrc.mt.gov/divisions/cardd/wasact/uniform-specification-supplements>.
- ☐ **Authorization to Award**

Award of the construction contract must be authorized by DEQ.
- ☐ **Disbursements**

Loan disbursements are processed utilizing a form sent to DEQ along with supporting invoices. DEQ and DNRC process the disbursement requests usually the same day they are received, and money is wire transferred to the borrower's bank.



**MONTANA
DEPARTMENT OF
ADMINISTRATION**

State Financial Services Division

Greg Gianforte, Governor
Misty Ann Giles, Director

ANNUAL FINANCIAL REPORT FOR LOCAL GOVERNMENT

Attention Governing Body:

Financial Reporting Requirements

The Montana Single Audit Act requires all local governments, regardless of type, to file an annual financial report (AFR) with the Department of Administration within six months of the end of the local government's fiscal year.

Forms

AFR forms are available on our website in an Excel spreadsheet at [Accounting & Annual Financial Report Resources \(mt.gov\)](https://mt.gov/accounting-and-financial-reporting-resources).

Separate forms are available for:

- Counties, Cities, and Towns
- Fire Department Relief Associations
- Special Purpose Districts – You are a special purpose district if you are NOT a county, city, town, or FDRA

You may submit the AFR in a format other than the format provided by our department if it has the same information and detail. Please use the Filing Fee Form in the Excel spreadsheet and attach it to your alternative report.

Reporting Package

All parts of the required reporting package need to be submitted to the department to finalize your submittal:

- AFR (PDF should not exceed 10 MB in size)
- Filing Fee Amount (if applicable) and Filing Fee Form
- Database Ledger Load (DLL) - **For counties, cities, and towns only**

Filing Fee

State law requires that local governments subject to audit pay a report filing fee when submitting their AFR. This filing fee is based on each local government's reported revenue amount. The Filing Fee Form is located within the AFR form itself and will automatically calculate when using it. **Do not submit the filing fee form using estimated revenues** – wait until the annual financial report is complete. Submitting the filing fee form before the annual financial report will not prevent you from receiving a delinquent fee.

Database Ledger Load (DLL)

Counties, Cities, and Towns are required to complete a DLL.

- The Department's DLL Form will auto-fill if the information input is balanced and the worksheet pages have not been deleted or altered. You will be required to submit an electronic copy of the completed AFR in Excel format to meet this DLL requirement.
- If using an alternative reporting format, you will be required to complete and submit a separate balanced DLL Excel spreadsheet providing the necessary information. The Excel spreadsheet and instructions are available at [Accounting & Annual Financial Report Resources \(mt.gov\)](https://mt.gov/accounting-and-financial-reporting-resources) "Database Ledger Load for Local Governments".

**Statewide Accounting
Bureau**

Mitchell Bldg, Rm 255
P.O. Box 200102
Helena, MT 59620
406-444-3092

**Financial Services
Technology Bureau**

Mitchell Bldg, Rm 295
P.O. Box 200102
Helena, MT 59620
406-444-3092

**Local Government
Services**

Mitchell Bldg, Rm 255
P.O. Box 200547
Helena, MT 59620
406-444-9101

**State Procurement
Bureau**

Mitchell Bldg, Rm 165
P.O. Box 200135
Helena, MT 59620
406-444-2575

AFR Submission

Your AFR package may be submitted in .pdf format using **one** of the following options:

- LGE Portal – You can access the Portal at: <http://sfsd.mt.gov/LGSB/LGSPortal>. (Counties, Cities, and Towns must also submit the DLL in .xls or .csv format.)
- Email – Sent to LGSPortalRegistration@mt.gov. (Counties, Cities, and Towns must submit the DLL in .xls or .csv format.) You can use the State's File Transfer System if your submission exceeds 8 MB. Instructions are available at <https://transfer.mt.gov/Home/Instructions>.
- By mail (This option is not available to Counties, Cities, or Towns) – Send your paper reports to:

125 N ROBERTS ST
RM 270 MITCHELL BLDG
PO BOX 200102
HELENA, MT 59620-0102

Audit Requirements

State law requires that all local governments be audited if they have total annual revenues over \$750,000 in a fiscal year. Our department may require that local governments that do not meet the audit threshold have a financial review conducted at least once every four years. **After you have submitted your AFR, we will notify you of any audit or financial review requirements and provide you with additional details about any such provision.** We offer the following information online:

- Current Auditor Roster - <http://sfsd.mt.gov/LGSB/Audit-Financial-Review-Resources/AuditorRoster>.
- Our department must approve a standard audit contract **before the start of the audit** - http://sfsd.mt.gov/LGSB/Audit-Financial-Review-Resources/3_Contracts.
- Your audit report is due to the Department of Administration within one year from the fiscal year's close. However, if your audit requirement is to comply with federal Single Audit requirements, the report is due within nine months from the fiscal year's close.
- You may submit an audit report in place of using the Department's AFR format **by the AFR's due date**. You will be required to supplement the audit report with additional information– [Accounting & Annual Financial Report Resources \(mt.gov\)](http://sfsd.mt.gov/LGSB/Audit-Financial-Review-Resources/Accounting%20and%20Annual%20Financial%20Report%20Resources) and select "Audit Report Submittal In-Lieu-Of-AFR – Recommended Format". You must **also** submit the audit report separately to meet the audit reporting requirements.
- ACFRs – those local governments submitting FRs must submit the ACFR in **two** places on the Portal – the Audits & Financial Reviews Portal and the Annual Financial Reports Portal – to meet both reporting requirements.

Penalties for Delinquent Reports and Filing Fees

Any entities which have not submitted their annual financial reports, database ledger loads, or filing fees by **six months after the end of your fiscal year will be subject to penalties.** The penalty will be charged monthly until the annual financial report, database ledger load, and filing fee have been **received and accepted** by our department. *This penalty is used to enforce timely reporting, and it applies to every entity, regardless of whether the entity owes a filing fee.*

State law allows for a **monetary penalty** for annual financial reports and audits reports not submitted within 180 days of the due dates noted above. This penalty is used to provide **public notice of delinquent annual financial reports, database ledger loads, and filing fees.**

Contact Us for Assistance

Training videos and presentations to assist with year-end procedures are available on the LGS website:
<http://sfsd.mt.gov/LGSB/Training>.

Please call our office at (406) 444-9101, email us at LGSPortalRegistration@mt.gov, or contact an accountant at [State Financial Services Division \(mt.gov\)](http://sfsd.mt.gov/LGSB/StateFinancialServicesDivision) if you have questions.

			FY 2022-23	FY 2021-22
Line No	Code	Description	Budget	Actual
	Income			
	6000	Uncategorized Income	\$ 396.00	\$ 200.00
	6010	Water Sales	\$ 4,795,496.20	\$ 4,221,034.73
	6020	Service Line Fee	\$ 184,000.00	\$ 157,870.14
	6030	Interest Income	\$ 124,563.79	\$ 104,628.00
	6040	Other Income	\$ 107,176.75	\$ 62,544.15
	6050	Grant Income	\$ 535,182.00	
	6060	Work Order Income	\$ 314.20	\$ 290.00
	6070	Buy-In Fees	\$ 187,835.19	\$ 389,552.59
		Total Revenue / Income	\$ 5,934,964.13	\$ 4,936,119.61
Cost of Goods Sold				
	7500	Water Purchased (from City)	\$ 2,844,228.83	\$ 2,612,602.13
Total COGS		Total COGS	\$ 2,844,228.83	\$ 2,612,602.13
	Expenses			
	66900	Reconciliation Discrepancies	\$ 16,932.84	\$ 15,678.56
	6999	Uncategorized Expenses	\$ 169.70	\$ 157.13
	6900	Total Expenses 6900	\$ 17,102.55	\$ 15,835.69
	Labor			
	8010	Labor - Administrative	\$ 276,000.00	\$ 277,313.98
	8011	Labor - Field	\$ 310,000.00	\$ 298,017.00
	8014	Labor - Bonus	\$ 2,000.00	\$ 12,361.94
	8009	Total 8009 Labor	\$ 588,000.00	\$ 587,692.92
	8012	Directors Fee	\$ 11,400.00	\$ 11,400.00
	Payroll Taxes			
	8019	Medicare	\$ 8,508.33	\$ 8,651.91
	8020	FICA	\$ 37,054.16	\$ 36,994.31
	8021	State Unemployment	\$ 3,545.21	\$ 3,822.84
	8015	Payroll Taxes - other	\$ 5,745.08	\$ 15,798.00
	8015	Total 8015 Payroll Taxes	\$ 54,852.77	\$ 65,267.06
	8030	Retirement Benefits	\$ 55,840.27	\$ 54,084.41
	Insurance			
	8041	Employee Insurance	\$ 227,732.12	\$ 217,018.18
	8043	Business Insurance	\$ 112,258.46	\$ 68,970.00
	8044	Workers Comp Insurance	\$ 13,150.21	\$ 11,230.89
	8040	Total 8040 Insurance	\$ 353,140.79	\$ 297,219.07
	Supplies			
	8210	Office Supplies & Equipment	\$ 24,341.53	\$ 17,880.69
	8220	Operating Supplies	\$ 6,000.00	\$ 4,619.00
	8222	Laboratory and Medical Supplies	\$ 262.34	
	8226	Clothing & Uniforms	\$ 800.00	\$ 759.52
	8231	Gas, Oil, Fuel, Grease	\$ 14,058.38	\$ 12,224.68
	8233	Machinery & Equip Parts, Tires	\$ 20,000.00	\$ 11,012.60
	8236	Watermain and Service Line Parts	\$ 67,042.62	\$ 55,873.02
	8241	Consumable Tools	\$ 2,500.00	\$ 1,990.63
	8263	Safety Supplies	\$ 1,614.61	\$ 462.11
	8200	Total 8200 Supplies	\$ 126,619.48	\$ 104,822.25

	Purchased Services		
	8310 Communication and Postage	\$ 25,643.70	\$ 24,299.58
	8312 Billings Alarm	\$ 622.67	\$ 535.70
	8313 ELM-Utilities Underground	\$ 3,031.96	\$ 2,947.72
	8320 Printing, Forms, Printing Service	\$ 2,999.30	\$ 2,320.60
	8330 Subscriptions, Legal Notices	\$ 1,916.56	\$ 5,846.01
	8335 Memberships & Dues	\$ 2,589.18	\$ 2,729.00
	8339 Certification Renewals	\$ 7,616.90	\$ 1,457.48
	8341 Electric	\$ 41,711.81	\$ 42,387.83
	8342 Gas	\$ 2,493.41	\$ 3,156.08
	8343 Sewer	\$ 632.78	\$ 583.99
	8344 Telephone and Internet Access	\$ 3,831.09	\$ 5,385.50
	8345 Cell Phones	\$ 2,811.13	\$ 3,129.81
	8347 Permits	\$ 1,129.06	\$ 2,935.00
	8349 Quality Testing	\$ 7,662.34	\$ 7,309.00
	8351 Legal Fees	\$ 11,219.63	\$ 60,284.26
	8352 Accounting Fees	\$ 18,000.00	\$ 17,700.00
	8353 Engineering Fees	\$ 70,695.08	\$ 296,632.72
	8355 Data Processing Services	\$ 50,000.00	\$ 46,331.90
	8360 Repair & Maintenance Contract Service	\$ 53,907.63	\$ 59,242.38
	8363 Meters Repair and Maintenance	\$ 60,000.00	\$ 52,610.98
	8366 Building Maintenance	\$ 6,296.20	\$ 51,488.03
	8370 Travel and Lodging	\$ 633.30	
	8380 Training and Tuition	\$ 451.40	\$ 286.85
	8300 Total 8300 Purchased Services	\$ 375,895.14	\$ 689,600.42
	Building Materials		
	8410 Concrete	\$ 2,740.50	\$ 350.00
	8450 Gravel, Sand	\$ 3,000.00	\$ 2,233.95
	8470 Asphalt, Cold Mix	\$ 14,973.81	\$ 11,202.50
	8400 Total 8400 Building Materials	\$ 20,714.31	\$ 13,786.45
	Fixed Charges		
	8515 Taxes	\$ 4,407.72	\$ 4,188.09
	8520 Miscellaneous	\$ 1,840.93	\$ 4,133.71
	8533 Equipment Rental	\$ 475.20	
	8543 DEQ Service Connection Fee	\$ 12,226.20	\$ 11,806.00
	8500 Total 8500 Fixed Charges	\$ 18,950.05	\$ 20,127.80
	Debt Services		
	8620 Interest	\$ 12,199.16	\$ 6,954.42
	Principal		
	8600 Total 8600 Debt Services	\$ 12,199.16	\$ 6,954.42
	Other		
	8810 Losses (Bad Debt)	\$ 1,519.58	\$ 638.73
	8800 Other	\$ 136.10	\$ 161.14
	8800 Total 8800 Other	\$ 1,655.68	\$ 799.87
	Capitol Outlay		
	8920 Non Budgeted Capitol Assets		
	8930 Emergency Main Replacement, CIP		
	8931 SRF Capital Investment		
	8940 Machinery, Equipment, Fleet		
	Total Income	\$ 5,934,964.13	\$ 4,936,119.61
	Total Expense	\$ 4,490,599.03	\$ 4,468,792.49
	Profit / Loss	\$ 1,444,365.10	\$ 467,327.12

Line No	Code	Description	FY 2022-23 Budget	FY 2021-22 Actual	FY 2020-21 Actual	FY 2019-20 Actual	FY 2018-19 Actual	FY 2018-19 - FY 2021-22 Average	FY 2022-23 to FY 2021-22 Change - \$	FY 2022-23 to FY 2021-22 Change - %	FY 2022-23 to Average Change - \$	FY 2022-23 to Average Change - %
1	6000	Uncategorized Income	\$396	\$200	\$300	\$0	\$600	\$275				
2	6010	Water Sales	\$4,795,496	\$4,221,035	\$4,879,852	\$4,076,748	\$3,797,573	\$4,243,802	\$196	98%	\$121	44%
3	6020	Service Line Fee	\$184,000	\$157,870	\$162,896	\$148,599	\$842,326	\$327,923	\$574,461	14%	\$551,694	13%
4	6030	Interest Income	\$124,564	\$104,628	\$162,238	\$209,502	\$187,973	\$166,085	\$26,130	17%	(\$143,923)	-44%
5	6040	Other Income	\$107,177	\$62,544	\$141,859	\$115,803	\$88,087	\$102,073	\$19,936	19%	(\$41,521)	-25%
6	6050	Grant Income	\$535,182	\$0	\$0	\$0	\$50	\$13	\$44,633	71%	\$5,104	5%
7	6060	Work Order Income	\$314	\$290	\$290	\$292	\$292	\$291	\$535,182		\$535,170	4281356%
8	6070	Buy-In Fees	\$187,835	\$389,553	\$299,928	\$19,962	\$41,898	\$187,835	\$24	8%	\$23	8%
									(\$201,717)	-52%	\$0	0%
9		Total Operating and Non-Operating Income	\$5,934,964	\$4,936,120	\$5,647,363	\$4,570,906	\$4,958,798	\$5,028,297	\$998,845	20%	\$906,668	18%
10	7500	Purchased Water	\$2,844,229	\$2,612,602	\$2,694,434	\$2,324,760	\$2,092,063	\$2,430,965	\$231,627	9%	\$413,264	17%
11	6900	Misc. Expenses	\$17,103	\$15,836	\$0	\$0	\$0	\$15,836	\$1,267	8%	\$1,267	8%
12	8009	Labor	\$ 588,000.00	\$587,693	\$561,835	\$534,687	\$510,874	\$548,772	\$307	0%	\$39,228	7%
13	8015	Payroll Taxes	\$60,598	\$65,267	\$46,574	\$41,338	\$41,525	\$55,286	(\$4,669)	-7%	\$5,312	10%
14	8030	Retirement Benefits	\$55,840	\$54,084	\$56,296	\$50,661	\$45,775	\$51,704	\$1,756	3%	\$4,136	8%
15	8040	Insurance	\$353,141	\$297,219	\$296,161	\$269,714	\$271,784	\$283,719	\$55,922	19%	\$69,421	24%
16	8200	Supplies	\$126,619	\$104,822	\$103,145	\$67,149	\$66,769	\$85,532	\$21,797	21%	\$41,087	48%
17	8300	Purchased Services	\$375,895	\$689,600	\$370,917	\$279,081	\$297,115	\$409,462	(\$313,705)	-45%	(\$33,567)	-8%
18	8400	Building Materials	\$20,714	\$13,786	\$14,233	\$25,723	\$13,700	\$16,861	\$6,928	50%	\$3,854	23%
19	8500	Fixed Charges	\$18,950	\$20,128	\$16,481	\$4,476	\$0	\$17,870	(\$1,178)	-6%	\$1,080	6%
20	8600	Debt Service	\$12,199	\$6,954	\$13,236	\$13,697	\$0	\$11,296	\$5,245	75%	\$904	8%
21	8800	Other	\$1,792	\$800	\$1,713	\$2,052	\$0	\$126	\$992	124%	\$1,666	1322%
22		Total Operating Expenses and Interest Cost (Excludes depreciation)	\$4,490,599	\$4,468,792	\$4,175,026	\$3,613,338	\$3,339,603	\$3,927,428	\$6,288	0%	\$547,653	14%
23	8920	Non Budgeted Capitol Assets	\$0	\$0	\$0	\$0	\$0	\$0				
24	8930	Emergency Main Replacement, CIP	\$0	\$0	\$0	\$0	\$0	\$0				
25	8931	SRF Capital Investment	\$0	\$0	\$0	\$0	\$0	\$0				
26	8940	Machinery, Equipment, Fleet	\$0	\$0	\$0	\$0	\$0	\$0				
27		Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
28	PROJ	Northwest Transmission Main - Design Costs	\$650,000									
29	PROJ	Comprehensive Water System PER	\$180,000									
30		Chlorination System Project										
31		UNUSED										
32		UNUSED										
33		UNUSED										
34		UNUSED										
35		UNUSED										
36		UNUSED										
37		Total Capital Projects	\$830,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
38		Total Operating and Non-Operating Income	\$5,934,964	\$4,936,120	\$5,647,363	\$4,570,906	\$4,958,798	\$5,028,297	\$998,845	20%	\$906,668	18%
39		Total Operating Expenses and Interest Cost (Excludes depreciation)	\$4,490,599	\$4,468,792	\$4,175,026	\$3,613,338	\$3,339,603	\$3,927,428	\$6,288	0%	\$547,653	14%
40		Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
41		Total Capital Projects	\$830,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	
42		Increase / Decrease in Cash Balances	\$614,365	\$467,327	\$1,472,337	\$957,567	\$1,619,195	\$1,100,869	\$992,557	212%	\$359,015	33%



P.O. Box 1178
Billings, MT 59103
P 406.657.8433
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CITY OF
Billings

August 4, 2022

County Water District of Billings Heights Board Members
c/o Peyton Brookshire, General Manager
1540 Popelka Dr.
Billings, MT 59105

Dear President Cabrera and Members of the Board:

I would like to invite the board members of the County Water District of Billings Heights (District), or its designee[s], to meet to discuss the Water Supply and Purchase Agreement (Contract) dated December 14, 1998, between the City and the District.

As you will recall, the City and the District "agreed to meet to begin addressing issues with the existing Water Purchase Agreement with a goal of drafting a new Agreement that is acceptable to both" the City and the District. This agreement to meet was made in the Settlement Agreement in DV 20-1653 on March 28, 2022. Now that it is August, it seems appropriate to begin these discussions. I am eager to start a new chapter between the City and the District and again want to express my appreciation for resolving some of our prior issues mutually.

I understand the District also has some terms of the Contract that it would like to address. Please feel free to let us know what those issues are before we meet if you like.

I would be happy to arrange for a meeting if you would provide some dates and times, you might be available as well as how many members will be in attendance.

I look forward to working with you and building a stronger, more cooperative relationship between the City and the District for many years to come.

Sincerely,

Chris A. Kukulski

Hi Peyton,

Please see the below table for a summary update of remaining rate study project deliverables. As we discussed, we're anticipating finalizing proposed rates in 2023 following completion of the study in 2022. We anticipate finalizing plant investment fee recommendations with the selected rate structure selected using projected increases to the City's rates. The update can be done earlier as it is dependent upon us finding out what the City plans to do with the District's rates July 1, 2023 and 2024. In the past several update cycles, the District is provided a copy of the report following the City's rate study in late March or early April and we're anticipating this timeline based on the City's historical practices. Raftelis is happy to participate in meetings with the City and/or their rate consultant prior to the finalization of the City's rate study, including rates for the District.

Rate Study Schedule

Line	Description	Venue	Timeline
1	Preliminary Financial Plan and Capital Improvement Project Funding	District Office	Early August 2022
2	Final Financial Plan and Plant Investment Fee Workshop	Virtual	September 2022
3	Cost of Service and Rate Design Alternatives Workshop	District Offices	October 2022
4	Draft Study Report	PDF	November 2022
5	Study Findings and Recommendations Presentation	District Board Meeting	November or December 2022
6	Proposed rates for Service Effective July or August 2023	District Board Meeting	May 2023
7	Final Study Report	PDF	May 2023
8	District Rate Public Hearing	District Offices	June 2023

Please let me know if you have questions, would like to discuss, or prefer the table in a different format.

Thanks!
Andrew

Andrew Rheem Senior Manager

O 303 305 1137 / M 303 898 8377 / E arheem@raftelis.com

5619 DTC Parkway, Suite 850 Greenwood Village, CO 80111

raftelis.com



County Water District of Billings Heights
Water System Improvements Project
Chlorine Disinfection Residual Management
Hilltop, Lanier, and Oxbow Potable Water Storage Reservoirs
Project Update for Construction July 8th to August 12th, 2022
August 15th, 2022
IE No. Y21-00-018.01(45)

OXBOW RESERVOIR SITE – Since the previous update, Western Municipal Construction (Western) and its subcontractor, Bishop Construction, Billings, MT have completed the concrete foundation for the utility pole, as well as the exterior door landings at the Ox Bow tank site. This concludes the concrete work necessary for this project.

Beartooth Holding & Construction, LLC (BHC), Billings, MT, the building subcontractor, has completed the chlorination building siding, roofing, and interior finishes. BHC is currently installing plumbing equipment and piping for the installation of the water heater, booster pump, and safety shower/eyewash station.

Canyon Electric, the electrical subcontractor, is currently installing conduit and power/communications wiring throughout the chlorination building for the various mechanical, plumbing, monitoring, and chlorination equipment located within the building. The chlorination skid and mixer control panel has been retrieved from the CWDBH facility and placed within the chlorination building.

Upcoming activities planned for the next several weeks include finalizing the plumbing, electrical, and controls installations in preparation of IXOM Watercare (IXOM) mobilizing to the site(s) for final equipment connections and startup. The utility pole is scheduled to ship August 19, 2022 with an anticipated arrival the following week. The pole will be installed immediately following delivery and for final plumbing and electrical installations necessary at the top of the reservoir.

IXOM is scheduled to conduct their scope of work during the weeks of September 5-9th (equipment installation) and September 12th–16th (equipment start-up).

HILLTOP RESERVOIR SITE – Canyon Electric is currently installing power/communications wiring for the Gridbee tank mixer and its associated control panel to be located in the Hilltop booster station building.

Western has issued a purchase order to a local welding shop (7K Fabrication and Welding, Billings, MT) to fabricate an aluminum hatch extension and replacement lid for the Hilltop reservoir. The hatch modifications will be installed by Western once fabrication is complete. This hatch work is necessary for mixer installation and DEQ compliance.

LANIER RESERVOIR SITE - Canyon Electric is currently installing power/communications wiring for the Gridbee tank mixer and its associated control panel to be located in the Lanier booster station building.

Professionals you need, people you trust



1 – Chlorination building at the Oxbow reservoir site



2 – Interior finish/plumbing for the chlorination building



3 – Electrical/Communications conduit at the Lanier reservoir site



4 – Electrical/Communications conduit at the Hilltop reservoir site

As of this date, the corrosion resistant doors and associated hardware for the chlorination building remain the longest lead-time item for the project. Galvannealed doors with a protective coating system (a combination of epoxy primer and polyurethane topcoat) have been approved and ordered. The delivery date is unknown at this time. Temporary doors are on site for use until permanent doors are received and installed. Permanent door frames have been delivered and installed to allow for siding completion.

Professionals you need, people you trust



If you have any questions regarding the project, I can be reached at 406-489-3410. Eric can be reached at 406-256-1920.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lowell J. Cutshaw'.

Lowell J. Cutshaw, PE

A handwritten signature in blue ink, appearing to read 'Eric Ler'.

Eric Ler, PE

c: Peyton Brookshire, Manager, CWDBH; Josh Simpson, Assistant Manager, CWDBH;
Brad Boehm, Interstate Engineering

https://interstateengineering.sharepoint.com/sites/Y21-00-018CWDBHChlorination/Shared Documents/General/45_Proj Updates/2022 08 15 Project Update.docx

Professionals you need, people you trust

P.O. Box 20953 • 1211 Grand Ave., Ste. 6 • Billings, MT 59104-0953 • P: 406-256-1920 • www.interstateeng.com

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