

BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments and items not on the agenda will be taken either in writing in advance of the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the Helena Independent Record (IR).

Wednesday, January 25, 2023

10:00 AM	Discussion/Decision, Centennial Insurance Renewal Application, Julie Zipperian
10:05 AM	Discussion/Decision, 4H Pavilion Contract, Jania Hatfield, Deputy County Attorney
10:10 AM	Discussion/Decision, Airport Camera Memorandum of Understanding (MOU) between Montana Aeronautics and Townsend Airport
10:15 AM	Discussion/Decision, Broadwater County Board Members Letters of Interest, Tacy Swanton, Community Development & Planning Assistant

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Chairman	(406) 266-9270 or (406) 980-2050
Darrel Folkvord, Vice Chairman	(406) 266-9272 or (406) 980-1213
Lindsey Richtmyer	(406) 266-9271 or (406) 521-0834
E-mail:	commissioners@co.broadwater.mt.us

Future meetings being held at the Flynn Building:

- *Board of Commissioners on Wed. Feb. 1st at 10:00 a.m.*
- *Planning Board Public Hearing & Regular Board Meeting on Tues. Feb. 7th at 6:00 p.m.*

**MEMORANDUM OF AGREEMENT BETWEEN
MONTANA DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
AND
TOWNSEND AIRPORT**

This Memorandum of Understanding (MOU) by and between the State of Montana, Department of Transportation, Aeronautics Division, of 2630 Airport Rd, Helena MT 59620-0507 (AERONAUTICS), Townsend Airport, of 49 Airport Dr. Townsend, MT 59644 (AIRPORT), establishes the terms and conditions upon which AERONAUTICS will contribute to the installation of cameras and related equipment at AIRPORT (the PROJECT).

NOW THEREFORE, the parties agree as follows:

I. PROJECT DESCRIPTION

AIRPORT desires to increase the safety of its facility for pilots and passengers of aircraft by installing and operating cameras, current images from which are accessible via the Federal Aviation Administration (FAA) at <https://weathercams.faa.gov/>.

AERONAUTICS will provide the materials, labor and equipment to install a set of 3 weather cameras, with other necessary equipment at AIRPORT's facility in Townsend, Montana. Depending on the installation requirements specific to AIRPORT's facility, related equipment may include CAT V cable and modem, among other items to complete the connection. AIRPORT shall reimburse AERONAUTICS 50% of the purchase price for the cameras and related equipment, provide internet service and power to the cameras, and will maintain the cameras in good working order, connected to the FAA website and operate them in compliance with all requirements for participating as part of FAA WeatherCams.

II. REGISTRATION

AIRPORT will register the cameras with the FAA and pay all costs associated with registration, internet services and connections to bring the cameras online.

III. OPERATION AND DAMAGE

AIRPORT is responsible for operating, repairing, and maintaining the cameras and associated equipment and services, including but not limited to internet services. AIRPORT must comply with all FAA requirements pertaining to the camera operations and must maintain them and the related equipment in good working condition so that they provide a clear, current view of weather and conditions in the vicinity of the AIRPORT's facility in Townsend MT.

IV. COSTS

The current PROJECT cost estimate, for the cameras and related equipment, is \$3905.05. AIRPORT will pay AERONAUTICS 50% of actual costs after

installation, to include indirect costs as follows:

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC).

MDT's IDC rate is determined annually as a percentage of the PROJECT's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.71% for State Fiscal Year 2023 (July 1, 2022 to June 30, 2023) If the work occurs or extends into fiscal year 2024 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

V. AIRPORT PAYMENT

1. AIRPORT will pay AERONAUTICS immediately upon receipt of an invoice from AERONAUTICS for the amount described in Section IV (Costs), above. If payment is not received by AERONAUTICS within 30 days of the date of the invoice, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. The amount owed shall be a lien on the cameras and all related equipment.
2. Payment will be coordinated through AERONAUTICS's Administration Division and will be provided to AERONAUTICS in the form of a single check to be deposited and credited to this PROJECT.
3. Checks must be made payable to the "Montana Department of Transportation" and sent to: Montana Department of Transportation
Aeronautics Division
P.O. Box 200507
Helena, MT 59620-0507
Email: mdtaero@mt.gov

The contact for billing and accounting questions for AERONAUTICS is:
Aeronautics Accountant
PO Box 200507
Helena, MT 59620-0507
Email: mdtaero@mt.gov

The contact for billing and accounting questions for the AIRPORT is:
Darrel L Folkvord
Broadwater County
Townsend Airport
515 Broadway St.
Townsend, MT 59644
(406) 980-1213

VI. OTHER

- A. Governing Law and Venue: The laws of the State of Montana will govern this MOU. Venue for litigation will be in Lewis and Clark County, State of Montana. In case of conflict between the obligation imposed by this MOU and Montana law, Montana law will control.
- B. Access and Retention of Records: AIRPORT agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with this MOU. AIRPORT agrees to create and retain records supporting this MOU for a period of three years after the completion date of this MOU or the conclusion of any claim, litigation, or exception relating to this MOU taken by the State of Montana or a third party.
- C. Relationship of the Parties: Nothing contained in this MOU shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between AERONAUTICS and AIRPORT.
- D. Modification and Amendment: This MOU may be modified or amended only by a writing that is signed by the mutual consent of all parties to this MOU.
- E. Notice: All notices arising out of or from the provisions of this MOU shall be in writing and provided to the parties at the addresses, above, either by regular mail, email, or delivery in person. Contact information may be amended by written notice.
- F. Indemnity: The parties agree AERONAUTICS's only role in this MOU is to pay for part of the requested equipment and install it. AIRPORT agrees to protect, defend, and indemnify the State of Montana, including AERONAUTICS from any claims, losses, damages or causes of action, including attorney fees and costs, arising from, due to or allegedly due to the failure to perform or the negligent performance, errors or omissions of any of the duties and/or responsibilities of AIRPORT, their agents, employees, consultants or subcontractors.
- G. Discrimination: AIRPORT will require that during the performance of any work arising out of this MOU, AIRPORT, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this MOU.
- H. Successors in Interest – The conditions of this MOU shall, subject to the provision as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
- I. Assignment and Transfer: AIRPORT shall not assign or transfer any portion of this MOU without the express written consent of AERONAUTICS.

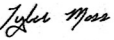
- J. Severability and Integration: If any single part or parts of this MOU are determined to be void, the remaining parts will remain valid and operative. This MOU, as written, expresses the total, final, and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this MOU unless specifically provided within the written terms herein.
- K. Counterpart Execution: This MOU may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. The counterparts of this MOU may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

MONTANA DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION

By: _____
Tim Conway, Administrator

Date: _____

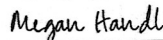
Approved for Legal Content:

DocuSigned by:


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Date: 12/29/2022

Approved for Civil Rights Content:

DocuSigned by:


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Date: 1/3/2023

[AIRPORT]

By: _____
Darrel Folkvord, County Commissioner

Date: _____

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

01/23/23
15:09:05

BROADWATER COUNTY
Claim Recap by Vendor
For the Accounting Period: 1/23

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Report ID: AP100C

For doc #s from 17924 to 17948

Vendor	Amount	Description	Fund
BALCO UNIFORM CO INC	168.14	CLOTHING & UNIFORMS	PUBLIC SAFETY
CORRECTIONAL RISK SERVICES INC	1,236.96	MEDICAL & PSYCHOLOGICAL E	PUBLIC SAFETY
HELENA INDEPENDENT RECORD	122.00	PUBLICITY, SUBSCRIPTIONS & DUES	GENERAL
HELENA INK & TONER CO	44.75	OFFICE SUPPLIES & MATERIALS	PUBLIC SAFETY
J-5 RECYCLING	175.00	CONTRACT SERVICES	SOLID WASTE/LANDFILL
MSU EXTENSION SERVICE	3,083.33	EXT AGNT CONT W/MSU(MNTH)	EXTENSION SERVICE
MT BOARD OF INVESTMENTS	2,311.35	PRINCIPAL	SOLID WASTE/LANDFILL
MT BOARD OF INVESTMENTS	317.83	INTEREST	SOLID WASTE/LANDFILL
MT INTERNET CORP.	62.99	UTILITY SERVICES	AIRPORT
MT INTERNET CORP.	71.20	UTILITY SERVICES	TV DIST
NATIONAL LAUNDRY CO	45.51	CONTRACT SERVICES	ROAD
NORTHWESTERN ENERGY	5,937.70	UTILITY SERVICES	GENERAL
NORTHWESTERN ENERGY	2,053.30	UTILITY SERVICES	ROAD
NORTHWESTERN ENERGY	68.48	UTILITY SERVICES	WEED
NORTHWESTERN ENERGY	246.26	UTILITY SERVICES	FAIR
NORTHWESTERN ENERGY	418.23	UTILITY SERVICES	AIRPORT
NORTHWESTERN ENERGY	22.83	UTILITY SERVICES	MOSQUITO
NORTHWESTERN ENERGY	305.18	UTILITY SERVICES	AMBULANCE - NON ENTERPRISE
NORTHWESTERN ENERGY	474.88	UTILITY SERVICES	SNR CTZ MEALS
NORTHWESTERN ENERGY	329.93	UTILITY SERVICES	EXTENSION SERVICE
NORTHWESTERN ENERGY	6,185.09	UTILITY SERVICES	PUBLIC SAFETY
NORTHWESTERN ENERGY	1,071.06	UTILITY SERVICES	MUSEUM
NORTHWESTERN ENERGY	679.46	UTILITY SERVICES	SEARCH & RECOVERY
NORTHWESTERN ENERGY	1,111.97	UTILITY SERVICES	SOLID WASTE/LANDFILL
NORTHWESTERN ENERGY	208.93	UTILITY SERVICES	SILO'S RECR
ROCKY MOUNTAIN SUPPLY	55.96	REPAIR & MAINTENANCE SUPPLY	ROAD
ROCKY MOUNTAIN SUPPLY	12,481.05	REPAIR & MAINTENANCE SUPPLY	GAS APPORTIONMENT TAX
ROCKY MOUNTAIN SUPPLY	115.88	REPAIR & MAINTENANCE SUPPLY	SOLID WASTE/LANDFILL
ROCKY MOUNTAIN SUPPLY	4,165.21	GAS/OIL/DIESEL FUEL/GREASE	SOLID WASTE/LANDFILL
STERICYCLE INC	40.66	CONTRACT SERVICES	PUBLIC SAFETY
TOWNSEND AUTO PARTS LLC	411.34	REPAIR & MAINTENANCE SUPPLY	ROAD
TOWNSEND AUTO PARTS LLC	23.89	REPAIR & MAINTENANCE SUPPLY	PUBLIC SAFETY
TOWNSEND AUTO PARTS LLC	158.14	REPAIR & MAINTENANCE SUPPLY	SOLID WASTE/LANDFILL
TOWNSEND HARDWARE	52.57	REPAIR & MAINTENANCE SUPPLY	GENERAL
TOWNSEND HARDWARE	38.97	REPAIR & MAINTENANCE SUPPLY	ROAD
TOWNSEND HARDWARE	172.95	REPAIR & MAINTENANCE SUPPLY	SOLID WASTE/LANDFILL
TRACTOR & EQUIPMENT CO.	506.34	REPAIR & MAINTENANCE SUPPLY	ROAD
TREASURE STATE SOLUTIONS INC	26.58	REPAIR & MAINTENANCE SUPPLY	ROAD
UMB BANK	404.49	OFFICE SUPPLIES & MATERIALS	GENERAL
UMB BANK	472.44	OPERATING SUPPLIES	GENERAL
UMB BANK	79.99	JANITORIAL SUPPLIES	GENERAL
UMB BANK	1,103.72	REPAIR & MAINTENANCE SUPPLY	GENERAL
UMB BANK	29.98	PUBLICITY, SUBSCRIPTIONS & DUES	GENERAL
UMB BANK	205.02	UTILITY SERVICES	GENERAL
UMB BANK	223.61	OFFICE SUPPLIES & MATERIALS	ROAD
UMB BANK	314.51	REPAIR & MAINTENANCE SUPPLY	ROAD
UMB BANK	33.48	PUBLICITY, SUBSCRIPTIONS & DUES	FAIR
UMB BANK	605.13	OFFICE SUPPLIES & MATERIALS	DISTRICT COURT
UMB BANK	155.00	PUBLICITY, SUBSCRIPTIONS & DUES	MOSQUITO
UMB BANK	71.66	OPERATING SUPPLIES	PLANNING
UMB BANK	496.00	OPERATING SUPPLIES	BEHAVIOURAL HEALTH-PEER 2 PEER
UMB BANK	127.41	OPERATING SUPPLIES	EXTENSION SERVICE
UMB BANK	85.90	OPERATING SUPPLIES	PUBLIC SAFETY

01/23/23
15:09:05

BROADWATER COUNTY
Claim Recap by Vendor
For the Accounting Period: 1/23

Page: 2 of 2
Report ID: AP100C

For doc #s from 17924 to 17948

Vendor	Amount	Description	Fund
UMB BANK	296.00	JANITORIAL SUPPLIES	PUBLIC SAFETY
UMB BANK	625.72	INMATE WELFARE	PUBLIC SAFETY
UMB BANK	11.55	POSTAGE, BOX RENT, ETC.	PUBLIC SAFETY
UMB BANK	131.18	PROFESSIONAL SERVICES	PUBLIC SAFETY
UMB BANK	106.00	TRAINING SERVICES	PUBLIC SAFETY
UMB BANK	53.08	RADIO SERVICES	SEARCH & RECOVERY
UMB BANK	38.46	OFFICE SUPPLIES & MATERIALS	WEED GRANT
UMB BANK	77.44	OFFICE SUPPLIES & MATERIALS	CRIME VICTIMS ASSISTANCE
UMB BANK	427.20	OPERATING SUPPLIES	HOME HEALTH
UMB BANK	121.05	OPERATING SUPPLIES	SOLID WASTE/LANDFILL
UMB BANK	55.00	CONTRACT SERVICES	SOLID WASTE/LANDFILL
Total:	51,352.92		