

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**May 22, 2017**

**6:30 P.M.**

**CALL TO ORDER:** Mayor Hanel

**PLEDGE OF ALLEGIANCE:** Mayor Hanel

**INVOCATION:** Mayor Hanel

**ROLL CALL:** Councilmembers present on roll call were:

**MINUTES:** April 24, 2017  
May 8, 2017

**COURTESIES:**

**PROCLAMATIONS:** Pediatric Stroke Awareness Month

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 & 6 ONLY. Speaker sign-in required.** (Comments offered here are limited to one (1) minute for one item, or three (3) minutes for multiple items. Please sign in at the cart located at the back of the council chambers or at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:

**A. Bid Awards:**

- 1. Airport Improvement Program (AIP) Runway 10R/28L Shift Construction Project.** (Opened 5/9/17) Recommend Knife River, \$1,565,920.10.
  - 2. Concrete Joint Repair for the Aircraft Parking Ramp.** (Opened 5/9/17) Recommend National Sealant and Concrete, \$40,350.
  - 3. W.O. 17-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Projects.** (Opened 5/9/17) Recommend Schedule 2A to COP Construction, LLC, \$840,403; Schedule 2B to COP Construction, LLC, \$1,279,526; and Schedule 2C to Western Municipal Construction, Inc., \$681,877.
  - 4. W.O. 17-02, Miscellaneous Concrete Projects.** (Opened 5/9/17) Recommend J & J Concrete, Inc., \$196,050.
  - 5. First Congregational United Church of Christ Pocket Park.** (Opened 5/9/17) Recommend rejecting all bids.
- B. Change Order #3 - Yellowstone Kelly Interpretive Site,** Hardy Construction, \$56,628;  
**and Acceptance of Donation** to Parks, Recreation and Public Lands Department from Billings Chamber of Commerce, \$56,628.
- C. Acceptance of Donation** to the Parks, Recreation and Public Lands Department from South Side Neighborhood Task Force for the South Park Spray Park; \$1,200.
- D. Agreement** with American Airlines air service and minimum revenue requirements.
- E. Agreement** with American Airlines, Inc. for Scheduled Airline Operating and Terminal Building Lease; estimated annual revenue - \$150,000 to \$200,000.
- F. Agreement** with Billings Chamber of Commerce for the local match funds required for American Airlines Service.
- G. Approval** of operating permit with Envoy Air, Inc.
- H. Approval** of Tax Increment Financing Assistance from Downtown Tax Increment District Fund 203 for construction of a pocket park on Third Avenue North at North 27th Street; up to \$200,000.

- I. **Sidewalk Easement** with Roman Catholic Bishop of Great Falls for St. Thomas Church.
- J. **Resolution** notifying the Yellowstone County Election Administrator to conduct mail ballot municipal elections.
- K. **Resolution** authorizing purchase Lot 23-A, Sunnycove Fruit Farms Subdivision, for stormwater and roundabout improvements at the intersection of 62nd Street West & Rimrock Road; \$277,000.
- L. **Final Plat Approval** of Amended Lot 2B-1A, Block 2, Southgate Subdivision, 2nd Filing.
- M. **Bills and Payroll:**
  - 1. April 24, 2017
  - 2. May 1, 2017

**REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND RESOLUTION** adopting water and wastewater rate and fee schedule effective July 1, 2017. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND RESOLUTION** authorizing the sale of parkland in Rolle Subdivision generally located between 248 and 336 Alkali Creek Road. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. **PUBLIC HEARING** regarding the Limits of Annexation Map. Annexation Committee recommends approval. (Action: approval or disapproval of Annexation Committee recommendation.)

5. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE #956:** a zone change from Residential Multi-Family-Restricted (RMF-R) to Community Commercial (CC) on a 1.98 acre parcel of land generally located at 517 Lincoln Lane. Propriedad, LLC, owner; Scott Aspenlieder, Performance Engineering, agent. Zoning Commission recommends approval and adoption of the findings of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)
  
6. **FIRST READING ORDINANCE FOR ZONE CHANGE #955:** a zone change from Residential 7,000 (R-70) to Residential 6,000 (R-60) on a 1.36 acre parcel of land generally located at 301 - 317 Covert Land and 1739 - 1747 Cody Drive. McDonald Land Holdings, LLC, owner; Bryan Alexander, agent. The Zoning Commission recommends approval and adoption of the findings of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.)

**PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments here are limited to 3 minutes. Please sign in at the cart located at the back of the council chambers or at the podium.*)

**COUNCIL INITIATIVES:**

**ADJOURN:**

*Additional information on any of these items is available in the City Clerk's Office.*

*Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Denise R. Bohlman, City Clerk, at 657-8210.*

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Approval of Airport Improvement Program(AIP) Runway 10R/28L Shift Construction Project

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

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

Included in the Airport's Capital Improvement Program is the Runway 10R/28L Shift Construction Project. The purpose of the project is to shift Runway 10R/28L 1,000 feet to the west. This project will construct 1,000 feet of new runway and taxiway pavement on the west end of the existing runway and taxiway. This would be followed by removing 1,000 feet of the existing runway on the east end. The removal of the east end of the runway allows the Runway Protection Zone (RPZ) for the east end of Runway 10R/28L to also move 1,000 feet to the west, providing the Airport with 315,000 S.F. of developable land for new cargo ramps and other facilities near the midfield point of the Airport that could not previously be developed while the RPZ was located in that area.

This project was advertised in *The Billings Times* on April 20, 27, and May 4, and was posted on the City's Website. On May 9, 2017, the following bids were received:

CONTRACTOR	BID
Knife River	\$1,565,920.10
Donnes, Inc.	\$2,005,850.30

**ALTERNATIVES ANALYZED**

The City Council may

- Approve the award of the Runway 10R/28L Shift Construction Project; or
- Decline to approve the award, reject all bids, and delay the project.

**FINANCIAL IMPACT**

The total cost of this project is \$1,565,920.10. The project will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) entitlement grant funds and 10% local match funds. The FAA's grant funding will be \$1,409,328.09 and the City's local match will be \$156,592.01. The local match funds are budgeted and available in the Airport's Capital Account.

**RECOMMENDATION**

Staff recommends that the City Council accept the low bid and approve the contract award for the Runway 10R/28L Shift Construction project with Knife River for the amount of \$1,565,920.10.

**APPROVED BY CITY ADMINISTRATOR**



**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Concrete Joint Repair for the Aircraft Parking Ramp

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

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

Included in the Airport's Capital Improvement Program for Fiscal Year 2017 is the Concrete Joint Repair for the Aircraft Parking Ramp Project. This project will focus on a section of the aircraft parking ramp that was installed in 1959, and is the oldest piece of concrete on the airfield. There is approximately 8,000 LF. of concrete joints in this particular section of concrete ramp that should be repaired to prevent water, snow, and debris from accumulating in these joints. Moisture can be extremely problematic, especially in the winter when freezing can cause the slab to crack, deteriorate, and lift, becoming a hazard to the aircraft operating in this area, as well as being expensive to repair. This project will saw-cut and remove all of the existing joint seal material from the existing joints, then reinstall new ethafoam backing material and silicone joint sealant.

This project was advertised in *The Billings Times* on April 27 and May 4, and was also posted on the City's Website. On May 9, 2017, the following bids were received:

CONTRACTOR	BID
National Sealant and Concrete	\$40,350.00
Z & Z Seal Coating Inc.	\$97,392.50

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the award of the Concrete Joint Repair for the Aircraft Parking Ramp Project; or
- Decline to approve the award, reject all bids, and delay the project.

**FINANCIAL IMPACT**

The total cost of this project is \$40,350.00. Funds for this project are budgeted and available in the Airport's Capital Account.

**RECOMMENDATION**

Staff recommends the City Council accept the low bid and approve the contract award for the Concrete Joint Repair for the Aircraft Parking Ramp Project with National Sealant and Concrete for the amount of \$40,350.00

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** W.O. 17-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Projects

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

**Department:** ----- Public Works -----

**PROBLEM/ISSUE STATEMENT**

W.O. 17-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Project, will replace approximately 9,300 feet of 8-inch diameter sanitary sewer and 2,300 feet of 12-inch and 16-inch diameter water main in various locations in the City. The project was bid with three separate schedules, with each schedule being awarded to the lowest bidder.

The project was advertised on April 13th, 20th, 27th, and May 4th in the Billings Times and on the City's website. Bids were opened on May 9, 2017, and 3 bids were received. COP Construction submitted the lowest responsible bid for Schedule 2A and 2B and Western Municipal Construction submitted the lowest responsible bid for Schedule 2C.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the construction contracts for Schedule 2A to COP Construction, LLC in the amount of \$840,403.00, Schedule 2B to COP Construction, LLC in the amount of \$1,279,526.00, and Schedule 2C to Western Municipal Construction, Inc. in the amount of \$681,877.00, or;
- Do not approve the construction contract. If the project is not constructed, the City's water and waste water system will continue to experience ongoing maintenance problems such as more frequently occurring main breaks in this area. Future repair costs and property damage claims can be minimized by completing this project.

**FINANCIAL IMPACT**

The following bids were received and evaluated:

Contractor	Schedule 2A	Schedule 2B	Schedule 2C
COP Construction, LLC	\$840,403.00	\$1,279,526.00	\$713,185.00
Western Municipal Construction, Inc.	\$1,241,681.00	\$1,302,916.00	\$681,877.00
JR Civil, LLC	\$1,341,977.01	\$1,840,961.76	\$1,030,879.59

The funding source is water and wastewater revenues budgeted in FY 17. There is adequate budget available.

Budget	\$8,000,000.00
Previously Encumbered	\$5,522,899.00
This Contract	\$2,801,806.00
Remaining budget	-\$324,705.00

**RECOMMENDATION**

Staff recommends that the City Council approve the contracts for W.O. 17-01, Schedule 2, Sanitary Sewer and Water Rehabilitation Projects for Schedule 2A to COP Construction, LLC in the amount of \$840,403.00, Schedule 2B to COP Construction, LLC in the amount of \$1,279,526.00, and Schedule 2C to Western Municipal Construction, Inc. in the amount of \$681,877.00

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** W.O. 17-02 Miscellaneous Concrete Project

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

**Department:** Public Works

**PROBLEM/ISSUE STATEMENT**

W.O. 17-02 Miscellaneous Concrete Project will construct concrete sidewalk, curb and gutter, drive approaches, and alley approaches throughout the city. The areas of work were developed by city staff recommendation, calls from the public, and identified tripping hazards. The project was advertised April 27th and May 4th and bids were opened on May 9th. There were five bidders and J&J Concrete, Inc. submitted the apparent low bid.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the bid award to J&J Concrete, Inc. in the amount of \$196,050.00 or;
- Do not approve the bid award. If the contract is not awarded, the concrete work will not be done and areas that are failing will continue to fail and tripping hazards will not be repaired.

**FINANCIAL IMPACT**

Contractor	Bid
Engineer's Estimate	\$239,979.62
J&J Concrete, Inc.	\$196,050.00
EHC LLC	\$261,232.50
CMG Construction	\$261,972.00
LGI Construction	\$314,405.00
Askin Construction	\$337,434.00

The funds are from property owner assessments and gas tax budgeted in FY17

Budgeted Amount	\$565,000
Previously Encumbered	\$0
This Contract	\$196,050
Remaining Budget	\$368,950

**RECOMMENDATION**

Staff recommends that the City Council approve the bid and award the contract to J&J Concrete, Inc. in the amount of \$196,050.00.

**APPROVED BY CITY ADMINISTRATOR**



**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Downtown pocket park construction bids and contract award

**PRESENTED BY:** Bruce McCandless, Assistant City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The Downtown Billings Partnership (DBP) and downtown Business Improvement District (BID) would like to construct a "pocket park" on property owned by the First Congregational United Church of Christ (FCC), located on N. 27th Street at 3rd Avenue North. The FCC will grant the City an easement for constructing and maintaining the park and the DBP contracted with a landscape architect for the project design, bidding and construction management. The City invited bids by advertising in the Billings Times and opened bids on May 9. Two (2) companies submitted bids and both exceed the budget and staff recommends rejecting all bids.

**ALTERNATIVES ANALYZED**

The City Council may approve a contract with the low bidder or it may reject all bids and allow the DBP and BID to redesign the project for cost savings or to seek private donations for the project. The bidders and bid amounts are as follows:

Yellowstone Basin Construction	\$255,904
Askin Construction	\$239,710

**FINANCIAL IMPACT**

The DBP Board allocated up to \$200,000 for the project. There is approximately \$630,000 in the tax increment account at the end of April and this construction expense has been identified as a project in the DBP budget for several years. The City will receive 2016 second half taxes in June, which will increase the account balance by about \$1.1 million.

**RECOMMENDATION**

The DBP and BID recommend that the City Council reject all bids.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Approve Change Order #3 and Accept Donation for the Yellowstone Kelly Interpretive Site

**PRESENTED BY:** Tina Volek, City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Yellowstone Kelly Interpretive Site Change Order #3 (attached) would reinstate an original alternate to the project that would create a west trail connection between the site and Swords Park Trail, and add some landscaping features. The total cost of the proposed addition is \$56,628, bringing the total project contract price to \$494,518.44. The cost of the addition is being covered by fundraising by the Greater Billings Area Chamber of Commerce, which the Council also will need to formally accept.

The Chamber of Commerce and the City Parks and Recreation Department have cooperated for more than three years on restoration and the addition of an interpretive site to the grave of Luther Sage "Yellowstone" Kelly, a renowned post-Civil War soldier, hunter and guide in the West, including Montana. His body was returned to Billings for burial after his death in California in 1928, but the site had deteriorated over decades. Beginning with a \$50,000 from the City's Park Maintenance District #1 Fund, the Chamber raised \$477,021 before bidding occurred.

Bids for the project were opened in September 2016 and the construction contract was awarded to low bidder Hardy Construction for \$507,901.80. Change Orders #1 and #2 reduced the bid price by \$70,011.36 to a total of \$437,890.44, a level below the contributions collected by the Chamber. The change orders deleted, reduced or eliminated the price for stone work, plantings, interpretive panels and other work. Three additional projects--parking lot paving, the west trail and existing drive restoration--were additive alternatives that were expected to be funded later, when more money was raised.

Change Order #3 would pave the trail, as well as helping to install a flagpole, add donor plaques and add a structure for a donor canopy. To fund the change order, the City Council needs to accept \$56,628 raised by the Chamber.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve Change Order #3 and accept a \$56,628 donation from the Chamber to pay for it as part of construction already underway;
- Postpone action on the Change Order and donation, delaying construction of those improvements; or
- Disapprove Change Order #3 and refuse the donation, which would mean the additions would not be built or would have to be funded by the City.

## **FINANCIAL IMPACT**

If Change Order #3 and the Chamber donation are accepted, there should be no additional construction costs to the City. The City Parks and Recreation Department will be responsible for maintaining the site in the future, however.

## **RECOMMENDATION**

Staff recommends approval of Change Order #3 for \$56,628 at the Yellowstone Kelly Interpretive Site, and acceptance of a Chamber donation to pay for it.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

YKISChangeOrder3

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PROJECT: **Yellowstone Kelly Interpretive Site  
Landscape Improvements**

DATE OF ISSUANCE: **May 12, 2017**

OWNER: **City of Billings  
390 North 23rd Street  
Billings, Montana 59101**

OWNER PROJ. NO. \_\_\_\_\_

CONTRACTOR: **Hardy Construction  
420 N 25th Street  
Billings, MT 59101**

ENGINEER: **Sanderson Stewart**

ENGINEER PROJ. NO. **15005.02**

CONTRACT FOR: **Landscape Improvements for Yellowstone Kelly Interpretive Site**

You are directed to make the following changes in the Contract Documents.

Purpose of Change Order: **Adjust contract price based on additional funds raised for additional work scope**

Explanation of Items. **See page two for explanation**

Attachments: **N/A**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIME:**

Original Contract Price

Original Contract Time

\$507,901.80

130

days or date

Previous Change Order No. 1 and 2

Net change from previous Change Orders

(\$70,011.36)

10

days

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$437,890.44

140

days or date

Net INCREASE of this Change Order

Net INCREASE of this Change Order

\$56,628.00

days

Contract Price with all approved Change Orders

Contract Time with all approved Change Orders

\$494,518.44

140

days or date

**RECOMMENDED:**

**ACCEPTED:**

by:  5.12.2017  
Sanderson Stewart Date

by:  5/12/2017  
Hardy Construction Date

**APPROVED:**

by: \_\_\_\_\_  
City of Billings Date

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** South Side Neighborhood Task Force Donation of \$1,200 for South Park Spray Park

**PRESENTED BY:** Mike Whitaker, Parks, Recreation & Public Lands Director

**Department:** Parks/Rec/Public Lands

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**PROBLEM/ISSUE STATEMENT**

The South Side Neighborhood Task Force wants to make a contribution to the South Park Spray Ground project. They have raised \$1,200.00 and would like to donate it for improvements to this project. Their donation will assist with the landscaping around this new park feature. City Council policy requires that it approve all donations valued \$500 or more. In November 2016, Council approved a contract with General Contractors Construction Co., Inc. to construct a spray ground at South Park. This project is under way with an anticipated completion this summer.

**ALTERNATIVES ANALYZED**

City Council may:

- Accept the donation from the South Side Neighborhood Task Force , or;
- Not accept the donation.

**FINANCIAL IMPACT**

There will be no financial impact to the City.

**RECOMMENDATION**

Staff recommends that the City Council accept the \$1,200 donation from the South Side Neighborhood Task Force.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Approval of American Airlines Air Service and Minimum Revenue Requirements Agreement

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

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

On June 2, 2017, American Airlines will begin non-stop service between Billings and Dallas/Fort Worth, TX. This new service is the result of a lot of community effort to attract American Airlines and then support the new service with a combination of marketing funds and a revenue guarantee for the first year of service. This Agreement sets forth the terms of minimum revenue requirements, Airport landing fee waivers, and the marketing support required by American Airlines.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Agreement with American Airlines setting forth the minimum revenue requirements and the required marketing support; or
- Not approve the Agreement with American Airlines and jeopardize this new non-stop airline service to Dallas.

**FINANCIAL IMPACT**

Other than the landing fee waiver, the other costs that may be incurred to meet this Agreement end up being a net zero sum to the City. The one year landing fee waiver is anticipated to cost the Airport approximately \$46,325 of revenue opportunity. However, with American leasing Terminal space, it is anticipated that the rental revenues will be approximately \$150,000 in the first year.

**BACKGROUND**

During the past couple of years, there has been a more concerted effort to enhance the air service offered at the Billings Logan International Airport. To achieve some improvements, members of the Chamber of Commerce's Air Service Development Committee including the Chamber of Commerce, Big Sky Economic Development, the Tourism Business Improvement District, and Airport staff determined that the best new service option would be to persuade American Airlines to serve Billings from the Dallas Fort Worth International Airport (DFW), but also wanted to explore enhancements to the service being provided by the incumbent airlines. Subsequently, visits were made to the incumbent carriers of Alaska, Delta, and United, as well as a visit to American Airlines.

Over the years, the path to new service has changed and it is very rare that an airline will unilaterally start new service to a community. Since the risk and expense of starting new service is fairly high, the airlines now require that the community that is getting the new service participate by covering some of the risk to implement the new service. Some of the more

popular incentives include guaranteeing revenues for the first year or two, provide free terminal space and landing fees, provide marketing programs for the new service, and providing the ground handling for the airline. The Billings group decided that the local support would include a revenue guarantee, marketing support, and waived landing fees. To help supplement this package the Airport agreed to be a Grant Sponsor for a Small Community Air Service Development Program (SCASDP) grant from the U.S. Department of Transportation. The application for this grant required a local commitment, which included a local match of \$700,000 and a landing fee waiver for \$46,325. Fortunately, the City was awarded a SCASDP grant for \$750,000, for combined program of incentives totaling \$1,496,325. With this incentive program, American subsequently agreed to begin service between Billings and Dallas beginning June 2, 2017. The Agreement sets forth the details of the incentive package and how it will be implemented. In summary, this is a one year deal. A flight segment amount has been determined with adjustment points for fuel price fluctuations. Each time the aircraft flies between Billings and Dallas and vice versa that flight segment cost is compared to the total revenues for the flight. Then each quarter, the total of the flight segments' profits and losses are netted together and American either made money or lost money. The Agreement covers any losses. If there is a profit, American keeps the profit and the quarterly accounting begins again.

## **STAKEHOLDERS**

In general terms, the whole community could be considered a stakeholder since this new flight opens up opportunities for direct service to Dallas and the new one stop connections from there. Additionally, direct service to a new destination will usually result in new business opportunities that can financially enhance local businesses' revenues. Specific stakeholders would be the 17 local organizations and businesses that are taking the financial risk to provide the local share matching funds required in this Agreement, in an effort to enhance the air service for all of Billings, eastern Montana, and northern Wyoming.

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

There are no policies or plans addressing this new service

## **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with American Airlines, specifying the requirements for the new air service between Billings and Dallas.

## **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Scheduled Airline Operating Agreement and Terminal Building Lease with American Airlines, Inc.

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

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

On June 2, 2017, American Airlines will begin non-stop service between Billings and Dallas/Fort Worth, TX. This new service is the result of a lot of community effort to attract American Airlines and then support the new service with a combination of marketing funds, landing fee waivers, and a revenue guarantee for the first year of service. American Airlines will be operating out of the Airport's Terminal Building and they desire to lease ticket counter, office, and hold room space, and would like to enter into the Airport's standard Scheduled Airline Operating Agreement and Terminal Building Lease. This Agreement lays out the terms for a passenger airline to operate at the Billings Logan International Airport and to lease space in the Terminal Building. This Agreement also dictates the financial arrangements for rental adjustments and landing fee calculations. Since part of the incentive package to entice American Airlines to begin the new service between Billings and Dallas included waiving the landing fees for a one year period, the Agreement reflects the one year landing fee waiver. A copy of the Agreement is on file in the City Clerk's Office.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Scheduled Airline Operating Agreement and Terminal Building Lease with American Airlines, Inc.; or
- Disapprove the Scheduled Airline Operating Agreement and Terminal Building Lease, and provide staff with guidance on how to proceed.

**FINANCIAL IMPACT**

It is estimated that in the first year, Terminal rents paid by American Airlines will be approximately \$150,000. In future years the landing fee will also be collected and total revenues collected will be closer to \$200,000.

**RECOMMENDATION**

Staff recommends that the City Council approve the Scheduled Airline Operating Agreement and Terminal Building Lease at the Billings Logan International Airport with American Airlines, Inc.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

American Operation Permit Terminal Lease

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**BILLINGS LOGAN INTERNATIONAL AIRPORT**

**SCHEDULED AIRLINE OPERATING AGREEMENT  
AND  
TERMINAL BUILDING LEASE**

**BY AND BETWEEN**

**CITY OF BILLINGS, MONTANA**

**AND**

**AMERICAN AIRLINES INC.**

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**SCHEDULED AIRLINE OPERATING AGREEMENT  
AND TERMINAL BUILDING LEASE  
BILLINGS LOGAN INTERNATIONAL AIRPORT**

THIS AGREEMENT is made and entered into between the CITY OF BILLINGS, MONTANA, (hereinafter referred to as "CITY") and the Air Transportation Company (hereinafter referred to as "AIRLINE") identified in Section 16.02. of this Agreement. It shall commence on the Effective Date, as defined herein.

**WITNESSETH**

WHEREAS, CITY is the owner of Billings Logan International Airport, and operates the same for the marketing, accommodation and development of air commerce and transportation; and

WHEREAS, the parties desire to enter into an agreement concerning the lease of space at Billings Logan International Airport and AIRLINE's operations at said Airport.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

**ARTICLE 1  
DEFINITIONS**

**Section 1.01. Definitions**

The following words and phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

1. "Air Transportation" shall mean the carriage of persons, property, cargo, and/or mail by aircraft including any ancillary services that do not conflict with or violate other agreements or contracts approved by CITY.
2. "Air Transportation Company" shall mean a company certificated by the United States Department of Transportation to engage for hire in the carriage of persons, property, cargo, and/or mail by aircraft.
3. "Aircraft Landing" shall mean any Aircraft Landing at the Airport (including, without limitation, scheduled, charter, sightseeing, test, ferry, training, courtesy, and inspection

flights, or any other flights) operated by an Air Transportation Company. Aircraft Landings shall not include any flight that returns to the Airport because of mechanical, meteorological, or other precautionary reason.

4. "Aircraft Parking Position(s)" shall mean the Aircraft Parking Position(s) adjacent to the Terminal Building that are assigned on a preferential use basis. AIRLINE shall have priority in using the Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its scheduled, charter, or extra section flights. However, the Director of Aviation and Transit may assign such position(s) for use by others pursuant to Sections 4.02. and 4.04. Aircraft Parking Position(s) to be assigned initially to AIRLINE are designated in Exhibit F attached hereto.
5. "Airline" shall mean an Air Transportation Company.
6. "Airport" shall mean the presently existing Billings Logan International Airport, as shown in Exhibit A, as it may be modified from time to time to reflect changes in Airport facilities.
7. "Airport Cost Centers" shall mean direct cost areas to be used for purposes of accounting for Airport Revenues and expenses and for calculating and adjusting certain rates, fees, and charges described herein, as shown in Exhibit A, as such areas now exist or may hereafter be modified or developed, as more particularly described below:
  - a. "Airfield" shall mean the airfield and related support facilities at the Airport, including aprons, runways, taxiways, approaches, clear zones, safety areas, perimeter fence and gates, service roads, field maintenance facility, airfield drainage system, and infield areas, together with all associated landing and navigational aids.
  - b. "Other Buildings and Areas" shall mean all buildings and areas of the Airport not included in the other two cost centers, including the parking lot, curbside, roadways, Business Park, and general aviation buildings and areas.
  - c. "Terminal Building" shall mean the existing passenger Terminal Building and associated support facilities, as they now exist or may hereafter be modified or developed.

8. "Airport Revenue Bonds" shall mean any bonds issued by CITY secured by a pledge of the revenues of the Airport, but shall not include any Special Purpose Facility Bonds.
9. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof and deposited into the Revenue Account, excluding:
  - a. The proceeds of any Passenger Facility Charge (PFC), Customer Facility Charge (CFC), or similar charge levied by or on behalf of CITY.
  - b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport.
  - c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein.
  - d. The proceeds of any taxes collected at the Airport.
  - e. The proceeds of any condemnation award or insurance proceeds that are to pay for or reimburse the CITY for Capital Improvements.
  - f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses.
  - g. Revenues or income from any Special Purpose Facility either:
    - (1) To the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or
    - (2) To the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities. Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues.
  - h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment thereof

- during the period of construction (as established by CITY) used as a source for construction.
- i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes.
  - j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors.
  - k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.
  - l. Revenue or income from CFCs collected to pay principal, interest, or other charges for Bonds or other obligations issued to construct facilities not used by the Airlines, or to the extent such revenue or income is for the use of CITY to reimburse costs incurred by it in the construction or provisions for constructed facilities. Ground rental for CFC funded improvements will be considered part of Airport Revenues.
10. "Annual Budget" shall mean the Airport's Fiscal Year budget prepared by the Director and approved by CITY, as reviewed by the Signatory Airlines according to the procedures provided herein.
  11. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any Airport Revenue Bonds, approved in accordance with Section 5.01. of this Agreement, issued by CITY.
  12. "Bond Resolution" shall mean any resolution of CITY regulating or authorizing the issuance of Bonds payable from Airport Revenues, other than Special Purpose Facility Bonds, for Airport purposes, as the same may from time to time be adopted, amended, or supplemented.
  13. "Capital Improvement" shall mean:
    - a. The acquisition of land or easements.
    - b. The purchase of machinery, equipment, or rolling stock.
    - c. The planning, engineering, design, and construction of new facilities.
    - d. The performance of any extraordinary, nonrecurring major maintenance or improvement of facilities that may be acquired, purchased, or constructed by CITY

to improve, maintain, or develop the Airport, and in which any single item of any of the foregoing has a (net of grants-in-aid) cost of Fifty Thousand Dollars (\$50,000) or more. A Special Purpose Facility financed with Special Purpose Facility Bonds shall not be considered a Capital Improvement for the purposes of this Agreement.

14. "Capital Improvement Factor" shall mean an amount equal to ten percent (10%) of the Nonairline Revenues contained in each Fiscal Year's Annual Budget. This amount shall be used in the calculation of Signatory Airline landing fees as provided in Section 7.05.
15. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's Capital Improvement budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01. C. of this Agreement, and approved annually by CITY.
16. "Common Use Formula" shall mean a formula used to pro-rate twenty percent (20%) of the cost of a service or Airport space equally among Air Transportation Companies, and eighty percent (80%) of the cost of a service or Airport space among Air Transportation Companies that provide Scheduled Service on the basis of that proportion that the number of each Air Transportation Company's Enplaned Passengers bears to the total number of Enplaned Passengers of all such Air Transportation Companies using the service or space. The Common Use Formula shall be calculated each month to determine the next month's proration of Common Use Space costs using the previous month's data received from the Air Transportation Companies providing Scheduled Service at the Airport.
17. "Customer Facility Charge (CFC)" shall mean those funds collected from users of specific services offered at the Airport to be used to pay costs of improvements to Airport facilities used and occupied to provide those specific services as established through Ordinance. These collected funds can only be used to pay for the bond issue costs, debt service, and the cost of construction and maintenance of designated facilities.
18. "Director" shall mean the Director of Aviation and Transit or his duly authorized representative designated by CITY to exercise functions with respect to the rights and obligations of CITY under this Agreement.
19. "Effective Date" shall mean the date designated in Section 16.01.

20. "Enplaned Passengers" shall mean any local boarding, interline transfer, or intraline transfer passengers at the Airport.
21. "Execution Date" shall mean the date of the last signature by a party hereto in Section 16.02.
22. "FAA" shall mean the Federal Aviation Administration of the U.S. Government or any Federal agencies succeeding to its jurisdiction.
23. "Fiscal Year" shall mean the twelve (12) months commencing July 1 of any calendar year and extending through June 30 of the succeeding calendar year, or any other period adopted by CITY for its financial accounting.
24. "Ground Support Operations" shall mean the support provided for operations such as ground handling, ticketing, loading and unloading of passengers, baggage, mail and freight, lavatory, potable water, preconditioned air servicing, aircraft cleaning, aircraft marshaling, and emergency or required maintenance.
25. "Ground Support Operations Company" shall mean a company contracted by Airline to provide Ground Support Operations for Airline.
26. "Joint Use Formula" shall mean a formula used to pro-rate 100% of the cost of a service or Airport space among Air Transportation Companies that use such service or lease such space on the basis of that proportion that the number of each Air Transportation Company's Enplaned Passengers bears to the total number of Enplaned Passengers of all such Air Transportation Companies using the service or space. The Joint Use Formula shall be calculated each month to determine the next month's proration of Joint Use Space costs using the previous month's data received from the Air Transportation Companies.
27. "Leased Premises" shall mean the space in and around the Terminal Building leased to AIRLINE under this Agreement, consisting of four categories of space as depicted in Exhibits D and E.
  - a. "Exclusive Use Space" – space exclusively leased to AIRLINE.

- b. "Preferential Use Space" – space leased to AIRLINE for AIRLINE's preferential use.
  - c. "Common Use Space" – space leased to AIRLINE in common with other Air Transportation Companies for which CITY assesses rental charges based on the Common Use Formula.
  - d. "Joint Use Space" – space leased to AIRLINE for AIRLINE's joint use with other Air Transportation Companies for which CITY assesses rental charges based on the Joint Use Formula.
28. "Maintenance and Operating Expenses" shall mean all current expenses of CITY of operating, maintaining, and repairing the Airport. The term includes, without limiting the generality of the foregoing, legal and overhead expenses of the various CITY departments directly related and reasonably allocable to the administration of the Airport, insurance premiums, the charges of any paying agents, and any other depository bank appertaining to the Airport, contractual services, professional services required by the Bond Resolution, salaries and administrative expenses, labor, and the cost of materials and supplies used for current operation, the cost of defending, settling or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof, but shall not include any allowance for depreciation, any charges for the accumulation of reserves for capital replacements, or all interest expense.
29. "Maintenance and Operating Reserve Account" shall mean the account so named and created in accordance with the Bond Resolution, and as of any time an amount equal to one-sixth of the total Maintenance and Operating Expenses for the then most recent Audited Fiscal Year.
30. "Maximum Certificated Gross Landing Weight" shall mean the maximum weight, in thousand (1,000) pound units, that each aircraft is operated by AIRLINE and is certificated by the FAA.
31. "Nonairline Revenues" shall mean all Airport Revenues as defined herein other than Airline rentals, fees, and charges.
32. "Non-Signatory Airlines" shall mean the Air Transportation Companies providing Scheduled Service to and from the Airport that have not executed agreements with CITY

substantially similar to this Agreement covering the use and occupancy of facilities at the Airport.

33. "Passenger Facility Charge (PFC)" shall mean the charge assessed to passengers and collected by Airline on behalf of and remitted to CITY for Airport's use in accordance with the requirements of 14 CFR Part 158.
34. "Public Areas" shall mean those Terminal Building areas not leased on an exclusive, preferential, common, or joint use basis, or otherwise, to any person, company, or corporation that are open to the general public. Such areas are shown on Exhibit B.
35. "Rentable Space" shall mean the space in the Terminal Building available for lease to airlines, concessionaires, and other tenants.
36. "Requesting Airline" shall mean an Air Transportation Company desiring to provide new or increased commercial passenger Air Transportation service at the Airport, or to provide a change of aircraft for existing service for which the Scheduled Airline does not have appropriate facilities at the Airport.
37. "Revenue Account" shall mean the account in which all Airport Revenues are required to be deposited, other than any PFC or CFC revenues. In accordance with the Bond Resolution, Airport Revenues shall be allocated to the Maintenance and Operating Account, Debt Service Account, Debt Service Reserve Account, Maintenance and Operating Reserve Account, Subsequent Obligations Account and the Capital Account, in that order. Amounts in the Revenue Account in excess of the requirements of the accounts described hereinabove, shall be retained in the Revenue Account and may be used by CITY for any lawful purpose relating to the Airport, including payment of the costs of additional Capital Improvements.
38. "Rules and Regulations" shall mean those nondiscriminatory rules, regulations, and ordinances promulgated by CITY or the Director for the orderly use of the Airport by Air Transportation Companies and other tenants, users, guests, and passengers of the Airport as the same may be amended, modified, or supplemented from time to time to the extent that such Rules and Regulations are not inconsistent with the provisions and purposes of this Agreement.

39. "Scheduled Service" shall mean the provision of passenger Air Transportation for hire flying a particular route, at a particular time, on a regular daily, weekly, or seasonal basis and said service will take place regardless of the number of passengers booked for that particular Scheduled Service.
40. "Signatory Airlines" shall mean the Air Transportation Companies providing Scheduled Service to and from the Airport that have executed agreements with CITY substantially similar to this Agreement covering the use and occupancy of facilities at the Airport.
41. "Signatory Airline Affiliate" (Affiliate) shall mean:
- a. Any Air Transportation Company that operates flights under the designator code of the Signatory Airline, as designated to CITY in writing by such Signatory Airline from time to time.
  - b. Any party that operates under essentially the same trade name, or uses essentially the same livery as the Signatory Airline at the Airport.
  - c. Any party controlling, controlled by, or under common control with the Signatory Airline.

Affiliate shall have the rights afforded the Signatory Airline without payment of any additional charges or premiums beyond those rentals, landing fees, and charges set forth herein, provided the Signatory Airline:

- a. Remains signatory to this Agreement.
  - b. Agrees and shall be obligated to serve as a financial guarantor for all rentals, landing fees, and charges incurred by any Affiliate of the Signatory Airline at the Airport so long as Affiliate's activity relates to Signatory Airline's operations. A Signatory Airline and any designated Affiliate shall be counted as one airline for the purposes of this Agreement.
42. "Special Purpose Facility" shall mean a Capital Improvement or facility to be located at the Airport, owned or leased by CITY and financed with Special Purpose Facility Bonds.
43. "Special Purpose Facility Bonds" shall mean any debt of CITY that is permitted by, but not issued pursuant to, the terms of the Bond Resolution and which is secured by and payable

solely from rentals or other charges derived by CITY under a lease, sale, or other agreement (or any document securing the same) between CITY and the person, firm, or corporation using the Special Purpose Facilities financed therewith.

44. "Total Landed Weight" shall mean the sum of the Maximum Certificated Gross Landing Weight for all of the AIRLINE's Aircraft Landings over a stated period of time.
45. "TSA" shall mean the Transportation Security Administration of the U. S. Government or any Federal agencies succeeding to its jurisdiction.

## ARTICLE 2

### TERM

#### **Section 2.01. Term**

This Agreement shall be for the term commencing on the Effective Date designated in Section 16.01. and ending at midnight on June 30, 2019, subject to termination as provided in Article 14 herein.

#### **Section 2.02. ~~Termination of Existing Agreements~~**

~~Coincident with the Effective Date, the existing lease and agreement with AIRLINE covering the use or occupancy of facilities in the Airfield or Terminal Building shall be terminated, provided that the termination of such lease and agreement shall not be construed as a waiver, relinquishment, or release of any claims, damages, liability, rights of actions, or causes of action that either of the parties hereto may have against the other under such existing lease and agreement and that have accrued before the Effective Date.~~

**ARTICLE 3**  
**RIGHTS AND SPECIFIC PRIVILEGES**

**Section 3.01. Use of the Airport**

AIRLINE and its employees, passengers, guests, patrons, and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment and services that have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Rules and Regulations as set forth in Section 15.01., and Exhibit J, herein.

**Section 3.02. Specific Rights of AIRLINE at the Airport**

AIRLINE shall have the right, in addition to all rights elsewhere granted in this Agreement, but subject to the Rules and Regulations, and Ordinances of CITY, to use the Airport for the following purposes:

- A. The operation of an Air Transportation system by aircraft for the carriage of persons, property, cargo, and/or mail, including all activities reasonably necessary or related to such operation.
- B. The landing, taking off, flying over, taxiing, pushing, towing, loading, and unloading of aircraft or other equipment operated by AIRLINE and the minor repairing, maintaining, fueling, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of or operated by AIRLINE, or other certificated Air Transportation Companies with which CITY has an agreement, including the right to provide or handle all or part of the operations or services of such other companies (upon notification to the Director), at AIRLINE's preferentially assigned aircraft gates. Flights carrying cargo and freight only shall load and unload at locations and facilities designated by the Director.
- C. The sale of tickets, documentation of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as AIRLINE may desire to use in the operation of its Air Transportation system. Any AIRLINE operating as a commercial ground transportation carrier or subleasing ground transportation services (except for such ground transportation as AIRLINE may provide solely for the benefit of its employees) regularly transporting persons or their baggage to and from the Airport, shall first secure and thereafter hold a

- valid lease, license, or other agreement with CITY for the right to carry persons or their baggage to and from the Airport and shall pay CITY such rentals, fees, and percentages of the fares of such ground transportation commercial carrier for such right, as CITY may set by the Rules and Regulations.
- D. The training at the Airport of persons and testing of aircraft and other equipment, such training and testing to be limited to that incidental to AIRLINE's Air Transportation business at the Airport. Flight training shall be undertaken by AIRLINE only to the extent permitted by, and subject to, the conditions of the Rules and Regulations.
- E. The purchase of AIRLINE's requirements of personal property or services, including fuel, lubricants, foods, beverage, and other passenger supplies, and any other materials and supplies used by AIRLINE from any person or company of AIRLINE's choice, and the making of agreements with any person or company of AIRLINE's choice for services to be performed for AIRLINE that are incidental to the operation of AIRLINE's Air Transportation business. Nothing herein shall restrict CITY from levying a concession fee on any person or company for conducting non-Air Transportation business at the Airport.
- F. The sale, disposal, and exchange of AIRLINE's aircraft, engines, parts, accessories, and other equipment, and materials or supplies, provided that such right shall not be construed as authorizing the conduct of a separate regular business by AIRLINE, but as permitting AIRLINE to perform only such functions as are incidental to the operation of its Air Transportation business at the Airport. If AIRLINE sells fuel, greases, and other lubricants to other aircraft operators, AIRLINE shall pay CITY the regular per gallon flowage fee applicable to similar sales by fixed base operators, and as established in the Rules and Regulations.
- G. The servicing by AIRLINE, or by its suppliers of materials, or its furnishers of services, of aircraft and other equipment operated by AIRLINE, line maintenance, or other materials or supplies, at assigned Aircraft Parking Positions or other locations designated by the Director as required for operational efficiency or safety.
- H. The installation and operation of identifying signs, posters, and graphics on AIRLINE's Leased Premises, subject to the prior written approval of the Director, which shall not be unreasonably withheld. Such signs shall be substantially uniform in size, type, and

location with those of other airlines, consistent with CITY's graphic standards, the Rules and Regulations, and in compliance with all applicable laws and ordinances.

- I. The installation, maintenance, and operation of radio, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport; provided that:
  1. The location of such equipment and facilities shall be subject to the prior written approval of the Director, which shall not be unreasonably withheld.
  2. The use and location of such equipment and facilities shall not conflict with other similar equipment and facilities on the Airport.
  3. The use and location of such equipment and facilities on the Airport shall be subject to payment of such fee or charge established by CITY for such use of the Airport by AIRLINE.
  
- J. The installation, maintenance, and operation of computer data lines, telephone communications equipment, and associated conduits, and telephone communications switchgear and support computers at suitable locations on the Airport, as may be necessary or convenient in the opinion of AIRLINE for its operations; provided that:
  1. The location of such equipment shall be subject to the prior written approval of the Director, which shall not be unreasonably withheld.
  2. The use and location of such equipment shall not interfere with the use of other similar equipment on the Airport.
  3. The use and location of such equipment on the Airport shall be subject to payment of such fee or charge established by CITY for such use of the Airport by AIRLINE.
  4. Such equipment shall be installed at no cost to CITY.
  
- K. The installation, maintenance, and operation of passenger clubs, lounges, or VIP rooms in AIRLINE's Exclusive Use Space, subject to the approval of the Director and provided that such right shall not be construed as authorizing the conduct of a separate regular business by AIRLINE, but as permitting AIRLINE to perform only such functions as are incidental to the conduct or operation of its Air Transportation business. Said right does not entitle AIRLINE to sell food or beverage to the general public. CITY reserves the right to review AIRLINE's policies restricting the use of such facility by the general public.

- L. The provision of AIRLINE's ramp and fleet services and like services to other Air Transportation Companies operating at the Airport without charge by CITY; provided, however, that such other companies shall first enter into operating agreements with CITY governing their use of the Airport. If AIRLINE desires to have such services performed by a contractor, AIRLINE shall employ a Ground Support Operations Company possessing a permit from CITY; provided that if all such regular Ground Support Operations Companies are unsatisfactory to AIRLINE, AIRLINE may request CITY to grant a permit to a Ground Support Operations Company designated by AIRLINE. CITY, if it approves such Ground Support Operations Company, will issue a permit to such Ground Support Operations Company under the same terms and conditions included in permits granted to other Ground Support Operations Companies. All Ground Support Operations Companies shall be obligated to observe and follow the Rules and Regulations.
  
- M. The installation, maintenance, and operation without cost to CITY, by AIRLINE alone, or in conjunction with any other Signatory Airlines at the Airport, or through a nominee, of a reasonable amount of suitable aircraft air conditioning equipment, auxiliary power, startup, and other miscellaneous support equipment. Such aircraft support equipment shall be stored on the apron adjacent to AIRLINE's Aircraft Parking Position(s).
  
- N. The right to install other equipment incidental to conducting AIRLINE's Air Transportation business at areas designated by the Director subject to prior written permission of the Director, which shall not be unreasonably withheld. AIRLINE's installation shall be in accordance with any applicable codes and performed at no cost to CITY.
  
- O. The provision of porter services and such other assistance as AIRLINE may deem necessary for the convenience of passengers in checking and transporting baggage at the Terminal Building.
  
- P. The right to provide Ground Support Operations for all or part of the operations of other Air Transportation Companies operating at the Airport without charge by CITY; provided, however, that such other companies shall first enter into operating agreements with CITY governing their use of the Airport.

- Q. The right to utilize a Ground Support Operations Company as a contractor to AIRLINE to provide Ground Support Operations as long as said Ground Support Operations Company has a permit from the CITY to operate at the Airport.
- R. The right to use the Airport's FAA approved ground loading device, on a non-exclusive basis, to enable an individual with a disability to board and deplane aircraft from the ground. If AIRLINE elects to utilize aircraft incompatible with the ground loading device provided by the Airport, AIRLINE shall be responsible for providing passenger lifting equipment that complies with Federal law and regulations. Title to the ground loading device is and at all times shall remain with the Airport. The Airport shall maintain the ground loading device in proper working condition. AIRLINE acknowledges the possibility that the ground loading device may be temporarily unusable due to unforeseen failures, mechanical problems or damage, and in the event of such an occurrence, AIRLINE shall have alternative means to comply with the requirements of 14 CFR Part 382 pending the return of the ground loading device to service. AIRLINE agrees that its employees and agents will immediately report any mechanical or other problems with the ground loading device to the Director. AIRLINE also agrees that it will be solely responsible for the cost of repair or replacement of the ground loading device if damage is caused by AIRLINE's employees or agents.

AIRLINE agrees that it is responsible for the proper familiarization, training and safe use of the ground loading device and further agrees that all new personnel shall be properly trained in its use. Should a time occur when AIRLINE desires to be trained by the Airport on how to properly use the ground loading device so that AIRLINE can then properly train its personnel, AIRLINE will contact the Director and request such training. This paragraph supersedes and replaces any previous or existing ground loading device agreement with AIRLINE.

### **Section 3.03. Employee Parking Facilities**

AIRLINE's employees working at the Terminal Building shall have the right to the use of vehicular parking facilities in common with other employees. Such facilities shall be located in an area designated by CITY.

### **Section 3.04. Limitations on Use by AIRLINE**

In connection with the exercise of its rights under this Agreement, AIRLINE shall not:

- A. Do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
- B. Do or permit to be done any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies (copies of which, together with premium schedules, shall be furnished to AIRLINE on request) covering the Airport or any part thereof.
- C. Dispose of or permit any other person to dispose of any waste material taken from or products used (whether liquid or solid) with respect to its aircraft into the sanitary or storm sewers at the Airport in violation of Federal, State, or Local law or regulation unless such waste material or products are first properly treated by equipment installed with the approval of the Director for that purpose.
- D. Keep or store, during any twenty-four (24) hour period, flammable liquids within the enclosed portion of the premises in excess of AIRLINE's working requirements during said 24-hour period, except in storage facilities especially constructed for such purposes in accordance with standards established by the National Fire Protection Association, Inc., under its American National Standard. Any such liquids having a flash point of less than one hundred degrees Fahrenheit (100° F) shall be kept and stored in safety containers of a type approved by Underwriters Laboratories.
- E. Knowingly allow or permit any act or thing upon the Airport that will be in conflict with Federal Aviation Regulations (FAR) Part 139 or jeopardize the Airport's operating certificate.
- F. Knowingly allow or permit any act or thing in conflict with the Airport's TSA approved Security Program.

### **Section 3.05. Reservation of Rights**

Any and all rights and privileges not granted to AIRLINE by this Agreement are hereby reserved for and to CITY.

## ARTICLE 4 PREMISES

### **Section 4.01. Terminal Building Space**

A. AIRLINE may lease, subject to the provisions of Section 4.03., the following areas in the Terminal Building, as more particularly delineated in Exhibit H as mutually amended from time to time, except for the provisions of Section 4.04.:

1. Exclusive Use Space
  - a. Ticket counter
  - b. Office
  - c. Operations
  - d. Baggage makeup area
2. Preferential Use Space
  - a. Holdroom areas
3. Common Use Space
  - a. Baggage Claim area
  - b. Baggage makeup in atrium
4. Joint Use Space
  - a. Shared Holdroom areas, or other shared areas

B. AIRLINE shall use its Exclusive Use Space, Preferential Use Space, Common Use Space, and Joint Use Space, subject to the Rules and Regulations, for office purposes and the sale of Air Transportation, handling, ticketing, billing, and manifesting of passengers, baggage, cargo, property, and mail in the conduct of its Air Transportation business or on behalf of any other Air Transportation Company authorized by the Director to use the Airport.

### **Section 4.02. Aircraft Parking Positions**

A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground handled by AIRLINE under a Ground Support Operations agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft Parking Position(s) in

periods when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five (45) minutes prior to AIRLINE's next scheduled arrival at such gate.

- B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's scheduled average gate utilization falls below two (2) flights per gate per day.
- C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on Exhibit F.
- D. During any use of AIRLINE's preferentially assigned Aircraft Parking Position(s) by another airline assigned by CITY, AIRLINE shall be relieved of any obligation under this Agreement to indemnify and save harmless CITY, its officers, directors, employees, or agents with regard to any claim for damages or injury arising out of or in connection with said other airline's use of AIRLINE's assigned Aircraft Parking Position, unless said damages or injury are caused by the negligence of AIRLINE, its officers, directors, employees, agents, representatives, or invitees who have come upon the premises in connection with AIRLINE's occupancy. CITY shall, however, require such indemnification from such other airlines.

#### **Section 4.03. Surrender of the Premises**

CITY shall give no notice to AIRLINE to quit possession at the expiration date of the term of this Agreement. AIRLINE covenants and agrees that on expiration of the term of this Agreement, or on earlier termination as hereinafter provided, or on reassignment of the Leased Premises to others as hereinafter provided, it will peaceably surrender possession of the Leased Premises leased hereunder in good condition, reasonable wear and tear, acts of God, fire, and other casualties excepted, and CITY shall have the right to take possession of said Leased Premises.

AIRLINE shall have the right, on termination or expiration of this Agreement and within thirty (30) days thereafter, to remove all trade fixtures, equipment, and other personal property installed or placed by it at its expense in, on, or about the Airport, except that AIRLINE's right shall be subject to any valid lien that CITY may have thereon for unpaid rentals or fees. AIRLINE shall not abandon any of its personal property and/or equipment on the premises without the prior written consent of the Director.

Any and all property and/or equipment not removed by AIRLINE within the thirty (30) day period shall thereupon, at the option of CITY, become a part of the real property on which it is located, and title thereto shall vest in CITY. All CITY property damaged by, or as the result of, the removal of AIRLINE's property and/or equipment shall be restored by AIRLINE, at its own expense, to the condition existing prior to such damage.

**Section 4.04. Assignment of Leased Premises**

A. It is recognized that, from time to time during the term of this Agreement, it may become necessary to reassign, reallocate, or relocate part or all of the Leased Premises referred to in Sections 4.01. A. and 4.02. A. The Director may only make such reassignment, reallocation, or relocation for the following reasons:

1. To comply with a rule, regulation, or order of any Federal, State, or other governmental agency that has jurisdiction over CITY.
2. To implement a Capital Improvement at the Airport.
3. To maximize Terminal Building utilization.
4. To comply with Section 4.02. B. of this Agreement.
5. To comply with Section 4.05. of this Agreement.

B. If it becomes necessary to make adjustments in AIRLINE's Exclusive or Preferential Use Space, the Director shall arrange for all parties holding affected space to discuss reassignment, reallocation, or relocation of their space among themselves. If the parties do not reach agreement within sixty (60) days from the time the Director requests such discussions, the Director is authorized to make such decisions regarding reassignment, reallocation, or relocation for each of the parties (including AIRLINE). If the Director makes decisions regarding reassignment, reallocation, or relocation of AIRLINE's Leased Premises, AIRLINE shall not be required to:

1. Incur any expense to relocate its operation to other premises that it does not agree to incur.
2. Accept premises not reasonably adequate in size, finish, and location based upon conditions at the Airport.
3. Pay, at its new location, rental rates per square foot in excess of the amount that it would have been required to pay in its original Leased Premises.

- C. If CITY decides to reassign, reallocate, or relocate AIRLINE's Leased Premises after failure of the affected parties to reach agreement within the sixty (60) day period described above, the Director will give AIRLINE sixty (60) days notice of its intent to modify all or portions of AIRLINE's Leased Premises. Within thirty (30) days, AIRLINE will be given an opportunity to meet with the Director to show cause why the reassignment, reallocation, or relocation should not be made.

If the Director elects to proceed with the reassignment, reallocation, or relocation after meeting with AIRLINE, CITY shall:

1. Reimburse AIRLINE the undepreciated book value of improvements in the space vacated. Depreciation shall be calculated on a straight line basis.
2. Provide space reasonably required for the conduct of AIRLINE's Air Transportation business, in a timeframe that is mutually acceptable to AIRLINE and CITY, for which the cost of necessary improvements shall be the responsibility of CITY.

#### **Section 4.05. Temporary Access**

- A. AIRLINE shall have the priority right to use its preferential space. However, the CITY or an Air Transportation Company shall have access to AIRLINE's preferential space as provided in Section 4.02. and at any time AIRLINE is not occupying said preferential space.
- B. In the event the CITY cannot accommodate a Requesting Airline in areas not then leased to other airlines or other Terminal Building tenants, AIRLINE agrees to cooperate with the CITY to accommodate the needs of a Requesting Airline on an interim basis. For the purposes of this Section 4.05. B., access shall not exceed six (6) months for any particular accommodation for a Requesting Airline. Prior to designating any portion of AIRLINE Exclusive Space for interim accommodation, the CITY shall consider, to the extent conveyed by AIRLINE to the CITY, whether the access is prohibited by other agreements of AIRLINE and the potential effect of interim accommodation on AIRLINE's scheduling, operations, labor, safety, security and other requirements. Such temporary use shall be at times when the use of such facilities will not unreasonably interfere with the planned operations of AIRLINE, its sublessees, or other airlines being handled by AIRLINE.

- C. Upon the CITY's compliance with Section 4.05. B. and upon the CITY's request, AIRLINE shall permit the temporary access by such Requesting Airline of its Exclusive Use Space and other portions of its facilities reasonably necessary to accommodate Requesting Airline, in connection with the loading and unloading of the Requesting Airline's persons, property, cargo, and mail. The CITY shall provide AIRLINE with as much advance notice as reasonably possible so that AIRLINE may plan for the accommodation of the Requesting Airline, but in no event less than thirty (30) days notice.
- D. In the event AIRLINE is required to provide temporary access pursuant to Section 4.05. B., AIRLINE shall have the right to charge Requesting Airline a reasonable fee for such use of AIRLINE's premises and facilities, including a reasonable administrative fee, and AIRLINE shall also be entitled to indemnification by such Requesting Airline and the benefit of insurance coverage, in each case at least equivalent to that provided by Requesting Airline to CITY.
- E. In the event that Requesting Airline requires access after expiration of the six (6) month temporary access period and it is necessary to reassign, reallocate, or relocate existing Leased Premises in order to provide such access, then the parties shall proceed in accordance with Section 4.04. of this Agreement.

**Section 4.06. AIRLINE Access to Leased Premises**

- A. Subject to the provisions hereof, the Rules and Regulations, the Federal Security Regulations, and such restrictions as AIRLINE may impose with respect to its Exclusive Use Space, CITY hereby grants to AIRLINE, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of access, ingress, and egress to the Leased Premises and to Public Areas and public facilities of the Airport.
- B. The ingress and egress provided for in Section 4.06. A. shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of AIRLINE that AIRLINE is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the Director.
- C. CITY shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for AIRLINE's use pursuant to this Agreement or otherwise, either temporarily or permanently, provided that reasonable

notice to AIRLINE is given and a reasonably comparable means of access, ingress and egress is provided in lieu thereof. CITY shall suffer no liability by reason thereof, and such action shall in no way alter or affect any of AIRLINE's obligations under this Agreement.

**ARTICLE 5**  
**CAPITAL IMPROVEMENTS**

**Section 5.01. Capital Improvements/Sources of Funding**

From time to time during the term of this Agreement, CITY may undertake Capital Improvements. CITY shall use its best efforts to obtain Federal and State grants-in-aid for such Capital Improvements. The balance of funds required for such Capital Improvements shall be provided, at CITY's discretion, from:

1. The Capital Improvement Account (as defined in Section 5.01. B.), and/or
2. The net proceeds of Airport Revenue Bonds, subject to the provisions of this Section 5.01. as set forth below, and/or
3. Any other funds legally available to CITY.

A. **Coordination Procedures.** As part of the Annual Budgeting process described in Section 7.03. hereof, or at such other time during a given Fiscal Year as circumstances may warrant, CITY shall notify the Signatory Airlines in writing of its intent to undertake Capital Improvements. Such notice shall include a general description of the proposed Capital Improvements; general information regarding the need for and benefits to be derived from the Capital Improvements; cost estimates; and the source of financing to be used. If requested by the Signatory Airlines, CITY shall convene a meeting to discuss its plans regarding such Capital Improvements, and attain Signatory Airline concurrence as required by Section 5.01. C. hereof.

B. **Capital Improvement Account.** CITY shall establish a Capital Improvement Account for the deposit of allocated Airport Revenues required to fund CITY's Annual Budgeted Airport Capital Improvement Program for each Fiscal Year. Amortization of Capital Improvements funded from the Capital Improvement Account will be included in the recalculation of rentals, fees, and charges as set forth in Article 7.

If, at the end of any Fiscal Year, the unencumbered or uncommitted amount on deposit in the Capital Improvement Account exceeds the total of deposits to that account for the two preceding Fiscal Years, that excess shall be a credit in the calculation of airline rates and charges for the upcoming Fiscal Year.

- C. **AIRLINE Approvals of Capital Improvements.** The CITY shall fund annually, at its discretion, all Capital Improvements for which it receives FAA grants-in-aid under the Federal Airport Improvement Program or a successor program or funded with any future PFCs as permitted by law, or funded with CFCs. The CITY shall also fund annually, at its discretion, Capital Improvements totaling Five Hundred Thousand Dollars (\$500,000) from the Capital Improvement Account.

Capital Improvements not funded, in part, by FAA grants-in-aid, or PFCs or CFCs and not included in the CITY's \$500,000 discretionary amount shall require the concurrence of the Signatory Airlines. Concurrence shall be deemed to have been received unless, within thirty (30) days of the meeting requested by Signatory Airlines as provided in Section 5.01. A. (or within sixty (60) days of the original notice, should the meeting not take place for whatever reason), concurrence is specifically withheld, in writing, with explanation by each of the number of Signatory Airlines representing both 51% of the Signatory Airlines and 51% of the total amount of the rental fees and charges paid to the CITY by all Signatory Airlines in the immediately preceding six (6) month period.

- D. **Exceptions.** Even if concurrence is initially withheld on any proposed Capital Improvement, CITY may include the cost of such Capital Improvement in that Fiscal Year's calculation of Signatory Airline rentals, fees, and charges, if such Capital Improvement is necessary or prudent to:

1. Ensure compliance with a rule, regulation, or order of any Federal, State, or Local governmental agency (excluding CITY) that has jurisdiction over the operation of the Airport.
2. Maintain, operate, or create Airport functional capability at a level that is required
  - a. For public health, safety, or welfare, or
  - b. For the security of the Bonds.
3. Satisfy judgments against Airport rendered by a court of competent jurisdiction.
4. Repair casualty damage net of insurance proceeds to Airport property.
5. Acquire land to preserve and protect the Airport or to mitigate noise effects.

**ARTICLE 6**  
**RENTALS, CHARGES, AND FEES**

**Section 6.01. General**

In return for use of the premises and facilities, and the rights, licenses, and privileges granted hereunder and for the undertakings of CITY, AIRLINE agrees to pay CITY during the term of this Agreement, without notice or demand and without deduction or set-off, all applicable rentals, fees, and charges as set forth herein during the term of this Agreement.

**Section 6.02. Monthly Activity Report**

A. AIRLINE shall furnish to CITY on or before the tenth (10th) day of each month, an accurate report, in a format to be provided by CITY, of AIRLINE's operations at the Airport during the preceding month. Said report shall include, but shall not be limited to:

1. AIRLINE's total number of Aircraft Landings for the month by type of aircraft, the Maximum Certificated Gross Landing Weight of each aircraft, and the Total Landed Weight for the month.
2. The total number of enplaning and deplaning passengers for the month.
3. The tonnage of cargo.
4. Freight.
5. Mail.

B. If AIRLINE fails to furnish CITY with the report required by Section 6.02. A., AIRLINE's landing fee, as provided for hereinafter, shall be determined by assuming that AIRLINE's Total Landed Weight for such month was one hundred percent (100%) of its Total Landed Weight during the most recent month for which such data is available for AIRLINE. Any necessary adjustment in such landing fee shall be calculated after an accurate report is delivered to CITY by AIRLINE for the month in question. Resulting surpluses or deficits shall be applied as credits or charges to the appropriate invoices in the next succeeding month.

**Section 6.03. Terminal Building Space Rentals**

AIRLINE shall pay to CITY for its Exclusive Use Space, Preferential Use Space, Common Use Space, and Joint Use Space in the Terminal Building, as set forth in Section 7.04., monthly rentals based on annual rental rates, with such rates to be calculated each Fiscal Year as set forth

in Section 7.04. Exhibit E sets forth AIRLINE's Leased Premises and Exhibit G sets forth an illustrative calculation of annual Terminal Building rental rates.

Rentals for Common Use Space shall be prorated among all Air Transportation Companies utilizing the Terminal Building according to the Common Use Formula, which shall be calculated each month to determine the next month's proration of Common Use Space costs using the previous month's data supplied by the Air Transportation Companies utilizing the Terminal Building. However, if a new airline begins service at the Airport or if an airline ceases serving the Airport, the proration of Common Use Space costs will be redetermined by CITY in consultation with the Signatory Airlines to take into account any such change in service. Such a redetermination shall not affect AIRLINE's obligation to pay its equal share of Common Use Space rentals comprised of the 20% of the total Common Use Space rentals divided by the remaining number of airlines (excluding Signatory Airline Affiliates).

Rentals for Joint Use Space shall be prorated among joint use tenants according to the Joint Use Formula.

#### **Section 6.04. Landing Fees**

AIRLINE shall pay CITY monthly landing fees to be determined by multiplying the number of thousand (1,000) pound units of Total Landed Weight for AIRLINE during the month by the then current Landing Fee Rate established pursuant to Section 7.05. hereof. However, landing fees will be waived for the period beginning June 2, 2017 to June 1, 2018.

#### **Section 6.05. Payment Provisions/Interest on Overdue Amounts**

- A. Terminal Building space rentals shall be due and payable in equal monthly installments in advance on or before the first business day of each month and shall be subject to adjustment as provided in Article 7.
- B. Upon receipt of AIRLINE's Monthly Activity Report submitted to CITY as provided in Section 6.02., CITY shall transmit to AIRLINE an invoice for the amount of landing fees incurred by AIRLINE during said month, as computed by CITY. The acceptance by CITY of any payment made by AIRLINE shall not preclude CITY from verifying the accuracy of AIRLINE's report and computations or from recovering any additional payment actually due from AIRLINE. Within thirty (30) days from the last day of the preceding month, AIRLINE shall pay its total landing fees for that preceding month to CITY.

- C. Any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.

**Section 6.06. Security Deposits: When Required**

- A. To provide security for the rentals, fees, and charges due hereunder, AIRLINE shall provide the security specified in Sections 6.07. and 6.08., unless the CITY determines that AIRLINE qualifies for relief from such requirement as set forth in this Section 6.06.:

1. No security for payment shall be required if AIRLINE:
  - a. Has provided regularly scheduled passenger flights to and from the Airport for the eighteen (18) months prior to the Effective Date of this Agreement (or the date of any assignment permitted pursuant to Section 12.01.).
  - b. Has not been delinquent with respect to the payment of any and all rentals, fees, and charges payable by AIRLINE to the CITY during said period.
2. No security for payment shall be required if, after procuring the security required by Section 6.07. for a period of eighteen (18) consecutive months during which period AIRLINE has provided regular passenger service to and from the Airport, AIRLINE commits no event of default under Section 13.01.
3. No security for payment shall be required of AIRLINE if it has not provided regular passenger service to and from the Airport for a period of eighteen (18) months prior to the Effective Date of this Agreement (or the date of any assignment permitted by Section 12.01.), if the CITY determines that
  - a. AIRLINE has provided such service to at least eight (8) other airports in the United States for said eighteen (18) months.
  - b. AIRLINE has not been delinquent in payment of rentals, fees, and charges at any such other airports.

It is the burden of AIRLINE to prove to the CITY's satisfaction that it is not required to provide security pursuant to this Section 6.06. A. 3.

- B. If AIRLINE shall commit an event of default under Section 13.01., the CITY shall have the right, by written notice to AIRLINE, to impose or re-impose the security requirements of Section 6.06. A. In such event, AIRLINE shall provide the CITY with the required security and shall thereafter maintain such security in effect until it complies with the provisions of Section 6.06. A. 2. The CITY shall have the right to re-impose the requirements of Section 6.06. A. each time AIRLINE commits such an event of default during the term of

this Agreement. The CITY's rights under this Section 6.06. B. shall be in addition to all other rights and remedies provided to the CITY under this Agreement or by law.

**Section 6.07. Types of Security Deposit**

- A. When required by Section 6.06. to provide security for the rentals, fees, and charges due hereunder, AIRLINE shall comply with any one of the following three (3) options within thirty (30) days following the Effective Date of this Agreement, or the CITY's notice pursuant to Section 6.06. B.
1. Post with the CITY a surety bond, to be maintained for the eighteen (18) month period referred to in Section 6.06. A. Such bond shall be issued by a surety company acceptable to the CITY and authorized to do business in the State of Montana, and shall be in a form and content satisfactory to the CITY.
  2. Deliver to the CITY an irrevocable letter of credit drawn in favor of the CITY upon a bank which is satisfactory to the CITY, and which is authorized to do business in the State of Montana. Said letter of credit shall be kept in force for the eighteen (18) month period referred to in Section 6.06. A. and shall be in a form and content satisfactory to the CITY.
  3. Provide such other security as the CITY may elect to accept, using the standards of a prudent bank, as an alternative to that specified in Section 6.07. A. 1. and 2.
- B. For purposes of this Section 6.07., any surety bond or letter of credit shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein with respect to rentals, fees, and charges during the term of this Agreement.

**Section 6.08. Amount of Security Deposit**

The amount of security required by Section 6.07. shall be an amount equal to three (3) months' average rentals on Airline Premises and landing fees, all as reasonably estimated by the CITY.

**Section 6.09. Passenger Facility Charge**

- A. CITY shall have the right to assess airline passengers a PFC for the use of the Airport in accordance with the requirements of 14 CFR Part 158. AIRLINE shall collect on behalf of and remit to CITY any such charges in accordance with the requirements of 14 CFR Part 158. Any charges collected by the AIRLINE shall, pending remittance to CITY, be

held in trust for the CITY, to be utilized for the benefit of CITY. CITY shall have the right to use all such PFCs collected in any lawful manner.

- B. AIRLINE and CITY shall be bound by and shall observe all of the provisions of 14 CFR Part 158 as they apply to either or both parties.
- C. If the term remaining on this Agreement is five (5) years or more or any extension of this Agreement makes its term five (5) years or more, this Agreement shall not apply to any part of the Airport funded in whole or in part with PFC revenue and exclusively leased to a Signatory Airline. All such parts of the Airport funded with PFC revenue that are exclusively leased or used by AIRLINE shall be subject to a separate agreement of less than five (5) years in length.
- D. If AIRLINE fails to remit PFC revenue to the CITY within the time limits established by Federal Regulation, AIRLINE shall be deemed to be in default pursuant to Section 13.01.

#### **Section 6.10. Records of AIRLINE**

AIRLINE shall keep and maintain a complete and adequate set of records of all the landing weights as defined herein, for the use of the Airport and payment of fees required under this Agreement for three (3) years, and shall make such records available within thirty (30) days from the date AIRLINE receives a written request from CITY for inspection by CITY or its authorized representative at any reasonable time.

#### **Section 6.11. Net Agreement**

This is a net Agreement with reference to rentals, fees, and charges paid to CITY. AIRLINE shall pay all taxes or license fees of whatever character that may be lawfully levied, assessed, or charged by any governmental entity other than CITY upon the property, real and personal, occupied, used, or owned by AIRLINE, or upon the rights of AIRLINE to occupy and use the premises and emolument received hereby, or upon AIRLINE's improvements, fixtures, equipment, or other property thereon, or upon AIRLINE's rights or operations hereunder. AIRLINE shall have the right at its sole cost and expense to contest the amount or validity of any tax or license as may have been or may be levied, assessed, or charged.

**Section 6.12. Other Fees and Charges**

Except as expressly provided for herein, no further rentals, fees, or charges shall be levied against or collected from AIRLINE, its passengers, shippers, and receivers of freight and express, nor its suppliers of material, contractors, or furnishers of services, by CITY for the premises, facilities, rights, licenses, and privileges granted to AIRLINE under this Agreement. However, CITY expressly reserves the right to assess and collect reasonable fees for inflight catering, vending, ground transportation, and other services provided:

1. By AIRLINE for another Air Transportation Company (other than a Signatory Airline Affiliate).
2. For AIRLINE by other concessionaires and operators (other than a Signatory Airline Affiliate), if such services are provided in competition with concessionaires and operators operating under an agreement with CITY.

The CITY shall not have the right to assess or collect a fee for ground handling or emergency services provided:

1. By AIRLINE or its Signatory Airline Affiliate for another Air Transportation Company.
2. For AIRLINE by another Signatory Airline or a Signatory Airline Affiliate.

Anything in this Agreement to the contrary notwithstanding, this section shall not be interpreted or understood as contracting away CITY's governmental authority.

**ARTICLE 7**  
**RECALCULATION OF RENTALS, FEES, AND CHARGES**

**Section 7.01. General**

Rentals, fees, and charges will be reviewed and recalculated annually based on the principles and procedures set forth in this Article 7, to be effective July 1 of each Fiscal Year.

**Section 7.02. Accounting Records**

A. As soon as practicable following the execution of this Agreement, CITY shall establish, and thereafter maintain, accounting records documenting the following items allocable to each Airport Cost Center:

1. Airport Revenues.
2. Maintenance and Operating Expenses.
3. Annual Debt Service Requirement.
4. Amortization of the cost of Capital Improvements financed by CITY from other than Airport Revenue Bonds or grants-in-aid.
5. Any annual funding requirements pursuant to the applicable Bond Resolution(s).
6. Any other costs, which may be included in the calculation of airline rentals, fees, and charges under the terms of this Agreement.

B. For purposes of keeping AIRLINE informed as to the financial performance of the Airport, CITY shall provide to AIRLINE its Annual Budget and, at AIRLINE's request, audited financial statements as well as any supplemental Airport financial data required to assess the adequacy of rentals, fees, and charges established under this Agreement.

**Section 7.03. Coordination Procedures—Budget Review and Calculation of Rentals, Fees, and Charges**

A. At least ninety (90) days prior to the beginning of each Fiscal Year, and at the request of CITY, AIRLINE shall submit to CITY, in writing, its Maximum Certificated Gross Landing Weight projected for that Fiscal Year. At least sixty (60) days prior to the beginning of each Fiscal Year, CITY shall submit to AIRLINE the following reports:

1. CITY's proposed Annual Budget and Capital Improvement Program for the next Fiscal Year, including all estimated Airport Revenues; Maintenance and Operating

Expenses; Annual Debt Service Requirement; and proposed expenditures for Capital Improvements.

2. CITY's calculation of proposed Signatory Airline rentals, fees, and charges for the Fiscal Year, based on the proposed Annual Budget and the procedures set forth in this Agreement.
- B. Upon request of CITY or the Signatory Airlines, a meeting will be held between the Director and the Signatory Airlines to discuss the proposed Annual Budget and the calculation of Signatory Airline rentals, fees, and charges. CITY shall give full and reasonable consideration to any comments and suggestions of AIRLINE, but shall retain full authority to make all final decisions, regarding the proposed Annual Budget and the calculations of rentals, fees, and charges, except as provided in Section 5.01. herein.
- C. CITY shall adopt an Annual Budget and Capital Improvement Program that may include revisions made as a result of:
1. CITY's discussions with the Signatory Airlines.
  2. CITY's budgetary review process.
  3. AIRLINE's approval process as provided in Section 5.01. herein.

CITY shall promptly furnish AIRLINE with a copy of such adopted Annual Budget and Capital Improvement Program, together with the calculation of rentals, fees, and charges that will become effective as of the first day of the Fiscal Year.

#### **Section 7.04. Calculation of Terminal Building Rentals**

Terminal Building rental rates shall be calculated in the following manner, as illustrated in Exhibit G.

- A. CITY's estimated Terminal Building Cost for the Fiscal Year shall be calculated by totaling the following amounts:
1. The total estimated direct and allocated indirect Maintenance and Operating Expenses allocable to the Terminal Building.

2. An amount equal to one hundred and twenty-five percent (125%) of the Annual Debt Service Requirement on Airport Revenue Bonds allocable to the Terminal Building.
  3. An amount equal to the annual principal and interest due on subordinated debt allocable to the Terminal Building.
  4. The estimated annual amortization of the cost of CITY assets allocable to the Terminal Building and financed by CITY from sources other than Airport Revenue Bonds, PFCs, CFCs, or grants-in-aid. Such annual amortization shall be calculated at an interest rate of seven percent (7%) for thirty (30) years.
  5. An amount equal to the deposit to the Maintenance and Operating Reserve Account allocable to the Terminal Building.
  6. Any other cost or expense directly related to the Terminal Building.
  7. Any estimated credit or deficit allocable to the Terminal Building resulting from an excess or shortfall in revenues or expenses during the current Fiscal Year, or resulting from the variance between estimated and actual revenues and expenses used in calculating Terminal Building rentals.
- B. The net estimated Terminal Building Cost for the succeeding Fiscal Year shall be calculated by crediting Nonairline Terminal Building Revenues, as set forth in the Annual Budget, to the estimated Terminal Building Cost calculated pursuant to Section 7.04. A.
- C. The estimated Terminal Building Cost for the Fiscal Year will then be divided by the total amount of Rentable Space to determine the average Terminal Building rental rate per square foot.

#### **Section 7.05. Calculation of the Landing Fee Rate**

Landing fee rate per 1,000-pound unit of total Maximum Certificated Gross Landing Weight shall be calculated annually in the following manner as illustrated in Exhibit G. Whenever the adjustment calculation involves an estimate, the estimate of CITY shall be used and shall be based on past performance and future expectations.

- A. Each year CITY shall calculate the Airport Cost for the succeeding Fiscal Year by totaling the following amounts:

1. The total of estimated direct and indirect Maintenance and Operating Expenses of the Airport.
2. An amount equal to one hundred and twenty-five percent (125%) of the Annual Debt Service Requirement on Airport Revenue Bonds of the Airport.
3. An amount equal to the principal and interest on the subordinated debt of the Airport.
4. The annual amortization of the total amount of any expenditure made by CITY for Capital Improvements before July 1 of the adjustment year, and financed by CITY from the Capital Improvement Account. Amortization of Capital Improvements undertaken after the date of this Agreement shall be included only:
  - a. When such improvement is completed and available for use.
  - b. If such improvement has been reviewed in accordance with Article 5 hereof.

Such annual amortization shall be calculated at an interest rate of seven percent (7%) for thirty (30) years.

5. An amount equal to the deposit to the Maintenance and Operating Reserve Account and the deposit, if any, to the Renewal and Replacement Reserve Account.
6. Any other cost or expense of the Airport
7. The Capital Improvement Factor.
8. Any credit or deficit resulting from an excess or shortfall in revenues or expenses during the current Fiscal Year or resulting from the variance between estimated and actual revenues and expenses used in calculating airline rentals, fees, and charges.

B. The Airport Requirement for the succeeding Fiscal Year shall be calculated by crediting:

1. Nonairline Revenues.
2. Airline Terminal Building rentals.

As set forth in the Annual Budget, to the Airport Cost calculated pursuant to Section 7.05. A.

- C. The landing fee rate for the succeeding Fiscal Year shall be calculated by dividing the Airport Requirement calculated pursuant to Section 7.05. B. by the composite estimate of the Total Landed Weight for all Airlines for the succeeding Fiscal Year.

**Section 7.06. Extraordinary Adjustments of Rentals, Fees, and Charges**

- A. Notwithstanding any other provisions hereof, if, at any time during the term hereof, Airport Revenues and fund balances are not sufficient to pay, when due, all items included in the reports prepared by CITY pursuant to this Article 7, or to pay any other expense or cost necessary to, or arising out of, the operation of the Airport, including, without limitation, emergency repairs or replacements, the reasonable necessary cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof, to compensate for the loss of revenue by reason of any labor dispute, or to compensate for the temporary or permanent loss of air service provided by another scheduled airline, CITY may, upon notice to and consultation with AIRLINE, increase the rentals, fees, and charges under this Agreement to such amount as is sufficient to assure CITY that all such items, expenses, and costs shall be paid in full, solely from Airport Revenues.
- B. If total landing fees of all airlines for any quarter vary by more than ten percent (10%) from the projected total landing fees for such quarter, the landing fee rate may be adjusted for the balance of such Fiscal Year by an amount equal to the difference between projected and actual total landing fees divided by the estimated Total Landed Weight of all Airlines during the balance of such Fiscal Year.

**ARTICLE 8**  
**AUTHORIZING LEGISLATION FOR SALE OF BONDS**

**Section 8.01. General**

- A. In the event of conflicts between this Agreement and the Bond Resolution, the Bond Resolution shall govern.
  
- B. Subject to the terms and provisions of the Bond Resolution, it is mutually understood and agreed that, so long as any Airport Revenue Bonds secured by the Bond Resolution are outstanding, the deposit and application of Airport Revenues shall be governed by the Bond Resolution.
  
- C. In the event all outstanding bonds are retired and the Bond Resolution is no longer applicable, the flow of revenues will be handled as set forth hereunder.

**ARTICLE 9**  
**MAINTENANCE, REPAIR, ALTERATIONS, AND IMPROVEMENTS**

**Section 9.01. AIRLINE's Responsibilities**

It is understood and agreed that AIRLINE shall have the following maintenance and repair obligations:

- A. AIRLINE agrees that, upon AIRLINE's occupancy of its Exclusive Use Space, such space is in good and tenantable condition.
  
- B. AIRLINE shall, at its sole expense and in a manner reasonably acceptable to CITY:
  - 1. Maintain its Exclusive Use Space in the conditions prevailing at the time of the Execution Date subject to reasonable wear and tear.
  - 2. Maintain its preferentially assigned Aircraft Parking Position(s) in a neat, clean, and orderly condition, free from unused, non-operational or obsolete equipment or parts, litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers; and remove all spills of any kind including oil and grease spillage that is attributable to AIRLINE's aircraft or equipment at its Aircraft Parking Position(s) or any other location where Airline's aircraft or equipment has caused oil or grease spills.
  - 3. Maintain all passenger walkways across ramp areas used to board aircraft or to bring passengers into the Terminal Building, so that walkways are free from all obstructions, snow and ice, and safe for passenger use.
  
- C. If AIRLINE fails to perform its obligations under this Article 9, CITY may do so, after reasonable written notice and time for AIRLINE to cure said obligations. CITY may recover its entire cost plus a fifteen percent (15%) administrative charge from AIRLINE as Additional Rent on the next rent due date.

**Section 9.02. CITY's Responsibilities**

It is understood and agreed that CITY shall have the following maintenance and repair obligations:

- A. CITY, during the term of this Agreement, shall retain FAA Airport Certification and keep in good repair, or arrange for the operation, maintenance, and good repair of, the Airport,

including, but not limited to, the Public Areas, Common Use Space, Joint Use Space, and the Preferential Use Space of the Terminal Building, vehicular parking areas, runways, field lighting, taxiways, aprons, roadways, and all appurtenances, facilities, and services now or hereafter connected with the foregoing. CITY also shall keep the Airport reasonably free from obstruction, including, without limitation, vegetation, stones, and other foreign matter, as reasonably necessary, from the landing area, ramp area, taxi area, roadways, vehicular parking areas, and aircraft parking areas for the safe, convenient, and proper use of the Airport by AIRLINE.

- B. CITY shall keep, or make appropriate arrangements to keep, the Exclusive Use Space, Public Areas, Common Use Space, Joint Use Space, and Preferential Use Space of the Terminal Building clean and presentable. CITY shall provide and supply in such areas of the Terminal Building signs, heat, electricity, light, power, air conditioning, wastewater disposal, water, and janitorial services, including trash removal. Interruption of services shall not constitute a breach of this Agreement by CITY, but CITY shall use its best efforts to restore such service after interruption. CITY reserves the right during the term of this Agreement to require reimbursement for its janitorial services or any other service described in this Section 9.02. B., or to require AIRLINE to perform janitorial services on its Exclusive Use Space. In addition, CITY shall keep, or make appropriate arrangements to keep, the Joint Use Space, Common Use Space, Preferential Use Space, and the Public Areas adequately and attractively equipped, furnished, and decorated.
- C. The undertakings by CITY under this Section 9.02. do not relieve AIRLINE of its duties to maintain any leased facilities and to use Preferential Use Facilities with due care.

### **Section 9.03. CITY's Right to Inspect and Make Repairs**

CITY, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (with advance notice, other than in the event of an emergency, at such times as may be reasonable under the circumstances and with as little interruption of AIRLINE's operations as is reasonably practicable) to enter AIRLINE's Exclusive Use Space and Preferential Use Space for the following purposes:

- A. To inspect such space to determine whether AIRLINE is in compliance with the terms and conditions of this Agreement.

- B. To accomplish repairs or replacements pursuant to Section 9.02., or in any case where AIRLINE is obligated to make repairs or replacements and has failed to do so, after notice, make such repairs or replacements on AIRLINE's behalf.
- C. In the exercise of CITY's police powers.
- D. To perform electrical maintenance and other maintenance where CITY determines that it is necessary or desirable to do so in order to preserve the structural safety of such space or areas or to correct any condition likely to cause injuries or damages to persons or property.
- E. To install and maintain for the sole use of CITY, without cost to AIRLINE, and without unreasonable interference with AIRLINE's use and occupancy, facilities and appurtenances necessary for the safe or efficient operation of the Airport, including, but not limited to, installation, operation, and maintenance of gas, water, electric service, sewers, communications, telephones, signal lines, lights, air tubes, fire protection systems, pipes, ducts, cables, conduits, wires, and similar installations.
- F. Within thirty (30) days prior to termination of this Agreement or any part hereof, to alter, renovate, and redecorate the space or area so terminated, if AIRLINE has removed all or substantially all of its property from such space or area and if such alteration, renovation, and redecorating can be accomplished without interfering unreasonably with AIRLINE's use of such space or area.

No such entry by or on behalf of CITY upon any Exclusive Use Space leased to AIRLINE shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by AIRLINE. AIRLINE shall have the right, but not the obligation, to have its representative accompany CITY, its authorized officers, employees, contractors, and other representatives on any inspection or repair tours as outlined in this Section 9.03.

#### **Section 9.04. Alterations and Improvements**

- A. AIRLINE shall make no alterations, additions, improvements, or installations to or on the space leased under this Agreement without the prior written approval of the Director, which shall not be unreasonably withheld.

- B. AIRLINE agrees that if any mechanic's or materialman's lien is filed against the Leased Premises or facilities for materials furnished or labor or services performed for AIRLINE at the Airport and such lien is not promptly discharged by AIRLINE by payment, AIRLINE will forthwith obtain a discharge of such lien in accordance with the provisions of the State law and provide evidence of said discharge to CITY.

**ARTICLE 10**  
**DAMAGE OR DESTRUCTION OF PREMISES**

**Section 10.01. Damage or Destruction**

- A. If, by reason of any cause, the Terminal Building is damaged to such an extent that AIRLINE's Leased Premises are untenable in whole or in substantial part, then AIRLINE shall give immediate notice thereof to the Director and the damage shall be repaired at the expense of the CITY, unless the damage was caused by AIRLINE, without unreasonable delay unless CITY determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such damage until said area is repaired, monthly payments hereunder shall be abated in such amount as may be in direct proportion to the space damaged and unrentable; provided, however, that if an area shall be so slightly damaged as not to be rendered unfit for occupancy nor to cause AIRLINE's use to be unreasonably inefficient, the rent hereunder shall not be abated during any occupancy and during any repair period.

In the event that the damage to the area is so extensive as to render it untenable, the rent for such area shall cease until such time as the area shall again be put in repair; however, in the event that the area is damaged to such an extent as to render it necessary, in the exclusive reasonable judgment of CITY, not to rebuild same, then, at the option of CITY or AIRLINE, and upon thirty (30) days written notice to the other, this Agreement as it applies to said area shall cease and come to an end, and the rent hereunder shall be apportioned and paid up to the date of such damage.

If CITY elects to rebuild said area (and if AIRLINE does not elect to terminate under the immediately preceding paragraph), CITY shall notify AIRLINE of such intention within thirty (30) days of the date of the damage; otherwise, the Agreement as it applies to said area shall be deemed canceled and of no further force or effect. CITY's obligations to rebuild or repair under this Article 10 shall, in any event, be limited to restoring said area to substantially the condition that existed prior to the commencement of any improvements by AIRLINE and shall further be limited to the extent of the insurance proceeds available to CITY for such restoration. AIRLINE agrees that if CITY elects to totally repair or rebuild as provided in this Article 10 (and AIRLINE did not elect to terminate), then AIRLINE will proceed with reasonable diligence and at its sole cost and expense (unless such damage is caused by the sole negligence of CITY) to rebuild, repair, and restore its signs, fixtures,

furnishings, equipment, improvements, and other items provided or installed by AIRLINE in or about the Leased Premises in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

- B. Notwithstanding the provisions of this Article 10, in the event that due to the negligence or willful act or omission of AIRLINE, its employees, agents, representatives, or contractors, AIRLINE's Leased Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said AIRLINE's leased space. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to CITY by reason of such damage or destruction, AIRLINE shall pay the amount of such additional costs to the CITY.

**ARTICLE 11**  
**INSURANCE AND INDEMNIFICATION**

**Section 11.01. Insurance**

- A. AIRLINE shall, without expense to CITY, and upon commencement of the term hereof, and prior to commencement of any operations at the Airport, obtain and cause to be kept in force, liability insurance coverage, with limits as hereinafter stated. Such insurance policies, except worker's compensation/employee liability insurance, must be primary and non-contributory and endorsed naming CITY, its officers, agents, and employees as primary additional insureds to the full extent of AIRLINE's indemnity obligations hereunder.

Such insurance shall include aviation general liability coverage, aircraft liability coverage, worker's compensation/employer's liability insurance, and automobile liability insurance coverage, and shall not be in amounts less than hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that CITY will be given not less than thirty (30) days notice prior to the cancellation, or material change of the provisions or coverages affecting the interests of CITY provided by said policies. The aviation general liability policies shall include contractual liability coverage.

AIRLINE shall cause a certificate or certificates of insurance and all endorsements to be furnished to CITY evidencing all such insurance coverage. If CITY is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Agreement, AIRLINE shall, within thirty (30) days prior to the effective date of such cancellation or change, obtain and provide CITY with certificates evidencing the re-establishment of the insurance coverage required hereby.

- B. Insurance limits of aviation general liability coverage and aircraft liability coverage shall be in an amount not less than One Hundred Fifty Million Dollars (\$150,000,000) per occurrence for airlines operating aircraft with one hundred (100) or more seats; not less than One Hundred Million Dollars (\$100,000,000) per occurrence for airlines operating aircraft with between ninety-nine (99) and sixty (60) seats; not less than Fifty Million Dollars (\$50,000,000) per occurrence for airlines operating aircraft with between fifty-nine (59) and twenty (20) seats; with all of the above listed limits subject to a Twenty-Five Million

Dollar (\$25,000,000) per occurrence sublimit for personal injury to non-passengers, and Twenty Million Dollars (\$20,000,000) per occurrence for airlines operating aircraft with nineteen (19) or fewer seats with a Twenty Million Dollar (\$20,000,000) per occurrence sublimit for personal injury to non-passengers. For purposes of this Paragraph, the number of seats is determined based upon the largest aircraft in AIRLINE's fleet that may be utilized for Scheduled Service at the Airport.

CITY reserves the right to review and reasonably modify, after consultation with AIRLINE, the limits stated above annually, to give effect to the changing risk management environment and inflationary trends.

- C. AIRLINE shall procure and maintain in force, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground vehicle at the Airport, including owned, non-owned, or hired, in an amount not less than \$1,500,000 per occurrence.
- D. Insofar as said insurance provides protection against liability for personal injury, bodily injury, death, and property damage, CITY shall be included as a primary additional insured to the extent of AIRLINE's indemnity obligations hereunder. CITY shall have no liability for any premiums charged for such coverage, and the inclusion of CITY as a primary additional insured is not intended to, and shall not, make CITY a partner or joint venturer with AIRLINE in its operations on the Airport. All insurance policies of the CITY and Airport, including airport commercial general liability policies, will be excess and noncontributory for AIRLINE'S operations.
- E. Worker's Compensation/Employer's Liability Insurance shall be maintained in force by AIRLINE for all employees engaged in the operations under this Agreement. The limits of coverage shall meet the statutory requirements required for the State of Montana.

#### **Section 11.02. Indemnification**

AIRLINE hereby agrees to indemnify, defend, and hold harmless CITY, its officers, directors, agents, and employees for all damages to the real and personal property of the CITY, which shall be caused by any act, omission, use, occupancy, or operation of AIRLINE, its agents, representatives, officers, and employees on or about, or related to the Airport.

AIRLINE shall indemnify, defend, and hold harmless CITY for all sums that CITY shall become obligated to pay by reason of the liability, if any, imposed by law upon CITY for damages relating to personal injury, bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including the loss of use thereof, provided such damages were caused by or resulted from any of the activities, omissions, or operations of AIRLINE, its agents, representatives, officers, employees, contractors, and independent contractors.

In addition, with respect to any claims, actions, suits, damages, or judgments caused by or resulting from acts, omissions, or operations of AIRLINE, its agents, representatives, officers or employees, AIRLINE shall:

- A. Investigate or cause the investigation of accidents involving such injuries.
- B. Negotiate or cause to be negotiated all claims made, as may be deemed expedient by AIRLINE, and defend, or cause to be defended, suits for damages, even if groundless, false, or fraudulent, brought against the CITY on account of such injuries, death, or damages, in the name and on behalf of CITY, its officers, directors, representatives, agents, and employees.
- C. Pay and satisfy judgments finally establishing the liability of CITY, its officers, directors, representatives, agents, and employees in all actions defended by AIRLINE pursuant to this Section 11.02.
- D. Pay or cause to be paid:
  - 1. All costs levied against CITY, its officers, directors, representatives, agents, and employees in any legal proceeding defended or caused to be defended by AIRLINE as aforesaid.
  - 2. Any interest accruing up to the date of payment by AIRLINE.
  - 3. All premiums charged for appeal bonds required in such proceedings.
  - 4. All reasonable expenses incurred by CITY, its officers, directors, representatives, agents, and employees for investigation, negotiation, and defense.

AIRLINE shall not, however, be liable as set forth in this Section 11.02. with respect to any bodily injury, death, or injury to or destruction of property which results solely from the negligence, or wanton or willful misconduct of CITY, its officers, directors, representatives, agents, or employees.

CITY shall, promptly upon receipt, give AIRLINE every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. In the event CITY fails to give AIRLINE notice of any such demand, notice, summons, or other process received by CITY and such failure to give notice results in actual and material prejudice to AIRLINE in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release AIRLINE of its liability as set forth in this Section 11.02. insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this Article 11 shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against CITY. This Section 11.02. shall not be construed as a waiver of CITY's immunity.

**Section 11.03. Nonliability of CITY**

CITY shall not be liable for AIRLINE's failure to perform any of its obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by CITY, unless such failure to perform or delay in performance is caused by an act or omission on the part of CITY.

AIRLINE expressly agrees that CITY shall not be liable to AIRLINE for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority unless such injury or loss results from negligence of CITY.

**ARTICLE 12**  
**ASSIGNMENT OR SUBLEASE**

**Section 12.01. Assignment and Sublease**

- A. AIRLINE shall not assign this Agreement or any part hereof in any manner whatsoever or sublet the Leased Premises, any part thereof, or any of the privileges recited herein without the prior written consent of CITY, which shall not be unreasonably withheld. However, AIRLINE shall have the right to assign all or any part of its rights and interests under this Agreement to any affiliated Air Transportation Company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets, and the consent of CITY thereto shall not be required, but due notice of any such assignment shall be given to CITY at least thirty (30) days prior to such assignment hereunder.
- B. All approved subleases shall provide that any rentals or fees to be paid by such AIRLINE sublessee shall be limited to AIRLINE's direct costs (reasonable rent, utilities, maintenance and operating charges, and capital charges related to improvements) of such space plus a reasonable administrative charge.
- C. CITY may assign this Agreement or any part hereof to any successor entity deemed appropriate under the laws of the State of Montana. If such assignment is to occur, CITY shall notify AIRLINE in writing sixty (60) days prior to said assignment.

**Section 12.02. Ground Support Operations Agreements**

In the event AIRLINE agrees to ground handle any portion of the operations of another Air Transportation Company offering Scheduled Service, AIRLINE shall provide CITY advance written notice of such proposed activities, including a description of the type and extent of services to be provided, the effective date, and the duration of said services. Notwithstanding the provisions of the foregoing, AIRLINE may not ground handle another certificated Air Transportation Company without the prior written permission of CITY if such certificated Air Transportation Company does not have in force an operating agreement with CITY.

**Section 12.03. Relinquishment of Space**

If AIRLINE desires to relinquish any of its Exclusive Use Space, or any rights to Preferential Use Space or Common Use Space, AIRLINE shall notify CITY in writing of the space to be relinquished.

**Section 12.04. Nonwaiver of Responsibility**

No transfer or conveyance under a sublease, or granting of a license by AIRLINE, shall relieve AIRLINE of its responsibility for payment of rent and performance of all other obligations under this Agreement.

**ARTICLE 13**  
**DEFAULT**

**Section 13.01. Default**

AIRLINE shall be deemed in default of this Agreement if AIRLINE:

1. Fails to pay rent or any other required payment due hereunder within thirty (30) days after receipt of written notice of a past due account.
  2. Fails to commence immediately to keep and perform any of its other covenants and agreements within forty-five (45) days after receipt of written notice.
  3. Fails to continue to complete any of its covenants and agreements after performance is commenced, or after the filing of any petition, proceedings, or action by or for AIRLINE under any insolvency, bankruptcy, or reorganization act of law.
- A. In the event of AIRLINE default, without terminating this Agreement, CITY may reenter the space and improve and relet all or any part of it to others, for the account of AIRLINE, including costs of renovation and an administrative fee not to exceed fifteen percent (15%) paid to CITY for all sublease rentals received, and AIRLINE shall promptly reimburse CITY for any deficiency in rentals or other payments received under such sublease, as compared with AIRLINE's obligations hereunder.
- B. In the event of AIRLINE default, CITY may terminate AIRLINE's rights under this Agreement, as provided in Section 14.02., without any restriction upon recovery by CITY of past due rentals and other obligations of AIRLINE. CITY shall have all additional rights and remedies as may be provided by law.

**ARTICLE 14**  
**TERMINATION**

**Section 14.01. Events Permitting Termination by AIRLINE**

AIRLINE may terminate this Agreement, and all of its obligations hereunder, at any time that AIRLINE is not in default in its payments or other obligations under this Agreement to CITY hereunder by giving CITY thirty (30) days advance written notice upon or after the occurrence of any one of the following events:

- A. The breach by CITY of any of the covenants or agreements contained in this Agreement for a period exceeding forty-five (45) days after receipt of written notice of such breach from AIRLINE; or
- B. Action by CITY or such other governing jurisdiction prohibiting AIRLINE from using the Airport for a period exceeding sixty (60) days because of any deficiency of the Airport, or an unsafe operating condition existing at the Airport or in the surrounding airspace.

**Section 14.02. Events Permitting Termination by CITY**

CITY may terminate this Agreement, and all of its obligations hereunder, upon thirty (30) days advance written notice to AIRLINE and may exercise all rights of entry and re-entry upon the Leased Premises, with or without process of law, without forfeiture, waiver, or release of CITY's singular possessive rights to any sum of money due, upon:

- A. Failure by AIRLINE to remedy any event of default as specified in Article 13 within the cure periods specified in Article 13; or
- B. The cessation by AIRLINE of the conduct of Scheduled Service at the Airport unless such cessation of service is directly attributable to circumstances for which AIRLINE is not responsible, and which are not within its control. Suspension of flight operations due to labor related work stoppages shall not be considered cessation of Scheduled Service at the Airport.

**Section 14.03. Termination Without Cause**

AIRLINE may terminate this Agreement and all of its obligations hereunder at any time, provided AIRLINE is not in default in its payment or other obligations to CITY as set forth herein, and AIRLINE provides CITY One Hundred Eighty (180) days advance written notice.

**ARTICLE 15**  
**GENERAL PROVISIONS**

**Section 15.01. Rules and Regulations**

- A. AIRLINE shall observe and obey all lawful Rules and Regulations promulgated by CITY, from time to time during the term hereof, governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules and Regulations, as adopted and attached to this document as Exhibit J, and as amended from time to time, shall be forwarded to AIRLINE's local manager. AIRLINE shall be provided written notice prior to the adoption of any Rules and Regulations by CITY. CITY agrees that all Rules and Regulations so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other Federal or State agency, which is binding in law on AIRLINE, as the same now are or may from time to time be amended or supplemented.
- B. AIRLINE shall not knowingly violate, nor permit its officers, agents, representatives, contractors, or employees acting on AIRLINE's behalf to knowingly violate, any such Rules and Regulations.

**Section 15.02. Compliance with Law**

- A. AIRLINE shall not use the Airport or any part thereof, or permit the same to be used by any of its officers, employees, agents, representatives, subtenants, invitees, or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable regulations, ordinances, and laws of any CITY, County, or State government and of the U.S. Government, and of any political division or subdivision or agency, authority, or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder of the Leased Premises.
- B. At all times during the term of this Agreement, AIRLINE shall, in connection with its activities and operations at the Airport:
1. Comply with and conform to all present and future statutes, ordinances, and regulations of all Federal, State, and other governmental bodies of competent jurisdiction that apply to or affect, either directly or indirectly, the AIRLINE or AIRLINE's operations and activities under this Agreement.

2. Make, at its own expense, all nonstructural improvements, repairs, and alterations to its Exclusive Use Space (subject to prior written approval of CITY), equipment, and personal property that are required to comply with or conform to any of such statutes and ordinances.
3. Reimburse CITY for AIRLINE's proportional share of all nonstructural improvements, repairs, and alterations to its Preferential Use Space, Joint Use Space, and Common Use Space that are required to comply with or conform to any of such statutes and ordinances.
4. Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of AIRLINE hereunder.

### **Section 15.03. Nondiscrimination**

- A. **General.** In the use and occupation of the Airport, AIRLINE shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, AIRLINE shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the AIRLINE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. **Civil/Human Rights Laws.** In the operation and use of the Airport, AIRLINE shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, AIRLINE agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. AIRLINE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; selection for training; and disciplinary actions and grievances. AIRLINE agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. AIRLINE, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Agreement, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, AIRLINE shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. AIRLINE, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Agreement, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.
2. No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.
3. AIRLINE shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

AIRLINE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such

employment activities covered in any applicable State or Local law. AIRLINE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section 15.03.

E. During the performance of this Agreement, the AIRLINE, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. 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);
2. 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
3. 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);
4. 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;
5. The Age Discrimination Act of 1975, as amended (42, U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. 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 § 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);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit 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;

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures 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;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);
12. 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.*).

#### **Section 15.04. Granting of More Favorable Terms**

CITY covenants and agrees not to enter into any lease, contract, or any other agreement with any other Air Transportation Company providing Scheduled Service at the Airport containing substantially more favorable terms than this Agreement, or to grant to any tenant engaged in scheduled Air Transportation, rights or privileges with respect to the Airport that are not accorded AIRLINE hereunder, unless the same rights, terms, and privileges are concurrently made available to AIRLINE; provided, however, that CITY reserves the right to permit nonscheduled itinerant aircraft operators to use existing Terminal Building and Terminal Building facilities on a charge-per-use basis, which charges shall at least approximately equate to the AIRLINE's effective cost per use. It is further provided that CITY reserves the right to construct a Special Purpose Facility and to collect such charges as required to recover capital and operating costs from the tenant or tenants of such Special Purpose Facility.

#### **Section 15.05. Notices**

- A. Notices required hereunder shall be given by registered or certified mail or by any similar recognized handler of express mail by sending the same in the continental United States, postage prepaid, return receipt requested. Either party shall have the right, by giving

written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

1. CITY: Director of Aviation and Transit  
Billings Logan International Airport  
1901 Terminal Circle, Room 216  
Billings, Montana 59105
2. AIRLINE: Notices to AIRLINE shall be mailed to the address appearing in Section 16.02.

- B. Unless otherwise provided in this Agreement, any notice shall be effective and shall be deemed received by the addressee no later than three (3) non-holiday business days.
- C. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

**Section 15.06. Successors and Assigns Bound**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 15.07. Governing Law**

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Montana and all litigation arising under this Agreement shall be conducted in either Federal, State, or District Courts in the State of Montana.

**Section 15.08. Quiet Enjoyment**

AIRLINE shall, upon payment of the rentals, fees, and charges required hereunder and upon compliance with the terms, covenants, conditions, and obligations on the part of AIRLINE to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances, and facilities as granted herein and by the Rules and Regulations.

**Section 15.09. Nonliability of Agents and Employees**

No member, officer, agent, representative, director, or employee of CITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution of this Agreement.

**Section 15.10. Prudent Operation**

CITY shall operate the Airport with due regard for the interests of the public and Signatory Airlines and in such a manner as to produce revenues from concessionaires, other tenants, public parking operations, and other commercial users of the Airport of a nature and in an amount as would reasonably be produced by a prudent operator of an airport of similar size, use, and activity, consistent with sound management principles and applicable law, in the interest of protecting the financial integrity of the Airport. CITY hereby acknowledges its obligation under the Bond Resolution to apply and use all Airport Revenues for the maintenance, operation, administration, development and financing of the Airport, and retirement of Airport debt.

**Section 15.11. Subordination to Agreements with the U.S. Government**

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between CITY and the United States, or its agencies or departments relative to the maintenance or operation of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to CITY for Airport purposes, or to the expenditures of Federal funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended, or in accordance with successive Airport development acts. CITY covenants that it has no existing agreements with the United States in conflict with the express provisions hereof. During times of war or national emergency, all provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

**Section 15.12. Nonwaiver of Rights**

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

**Section 15.13. Federal Aviation Act, Section 308**

Nothing herein contained shall be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, AIRLINE shall have the right to exclusive possession of the Exclusive Use Space leased to AIRLINE under the provisions of this Agreement.

**Section 15.14. Generally Accepted Accounting Principles**

Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of actual, year-end financial information, said financial information shall be prepared in accordance with generally accepted accounting principles consistently applied, if applicable.

**Section 15.15. Depreciation and Investment Credit**

Neither AIRLINE nor any successor of AIRLINE under this Agreement may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule, or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises.

**Section 15.16. Useful Life of the Facility**

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal property of the Airport, or real property subject to this Agreement.

**Section 15.17. Severability**

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

**Section 15.18. Headings**

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 15.19. Approvals**

Throughout this Agreement, in the case that approval is required by the Director, CITY, or AIRLINE, such approval shall not be unreasonably withheld or delayed.

**Section 15.20. Governmental Functions**

- A. Nothing contained herein shall impair the right of CITY, in the exercise of its governmental functions, to require AIRLINE to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to AIRLINE hereunder, or by State or Federal law.
  
- B. CITY shall have no control over services or the rates, fares, or charges that AIRLINE may prescribe in connection with the conduct of its Air Transportation business.

**Section 15.21. Amendment**

Except as provided in this Agreement, no amendment, modification, termination, or alteration of the terms of this Agreement, including any amendment, modification, or alteration of this Section 15.21., shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved and signed by both parties.

**Section 15.22. Interpretation of Agreement**

This Agreement is the result of extensive negotiations between the parties and shall not be construed against the CITY by reason of its preparation of this Agreement.

**Section 15.23. Attorney Fees**

In the event any action, or suit, or arbitration, or dispute resolution, or bankruptcy proceeding is brought to collect the fees and charges due, or to become due hereunder, or any portion thereof, or to take possession of any premises or enforce compliance with the Agreement, or for failure to observe any of the covenants of this Agreement, the prevailing party in such suit, action or proceeding shall be entitled to such sum as the court or panel may adjudge reasonable as attorney fees to be allowed in such suit, action or proceedings, or in the event of an appeal, or review of appeal, as allowed by the appellate court.

**Section 15.24. Entire Agreement**

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto.

**ARTICLE 16  
DATES AND SIGNATURES**

**Section 16.01. Effective Date**

Upon approval and execution by the Billings City Council, this Agreement shall be effective for AIRLINE's activities at the Airport commencing on the 1st day of June 2017.

**Section 16.02. Signatures**

IN WITNESS WHEREOF, the parties have executed multiple copies of this Agreement.

AMERICAN AIRLINES INC.  
\_\_\_\_\_   
an Air Transportation Company

THE CITY OF BILLINGS  
\_\_\_\_\_   
a Municipal Corporation

By: \_\_\_\_\_   
Christopher Collison

By: \_\_\_\_\_

Title: Director Corporate Real Estate  
\_\_\_\_\_

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

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

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

ADDRESS FOR NOTICE TO AIRLINE:

ATTEST:

VP Corporate Real Estate  
\_\_\_\_\_

4333 Amon Carter Boulevard, MD 5317  
\_\_\_\_\_

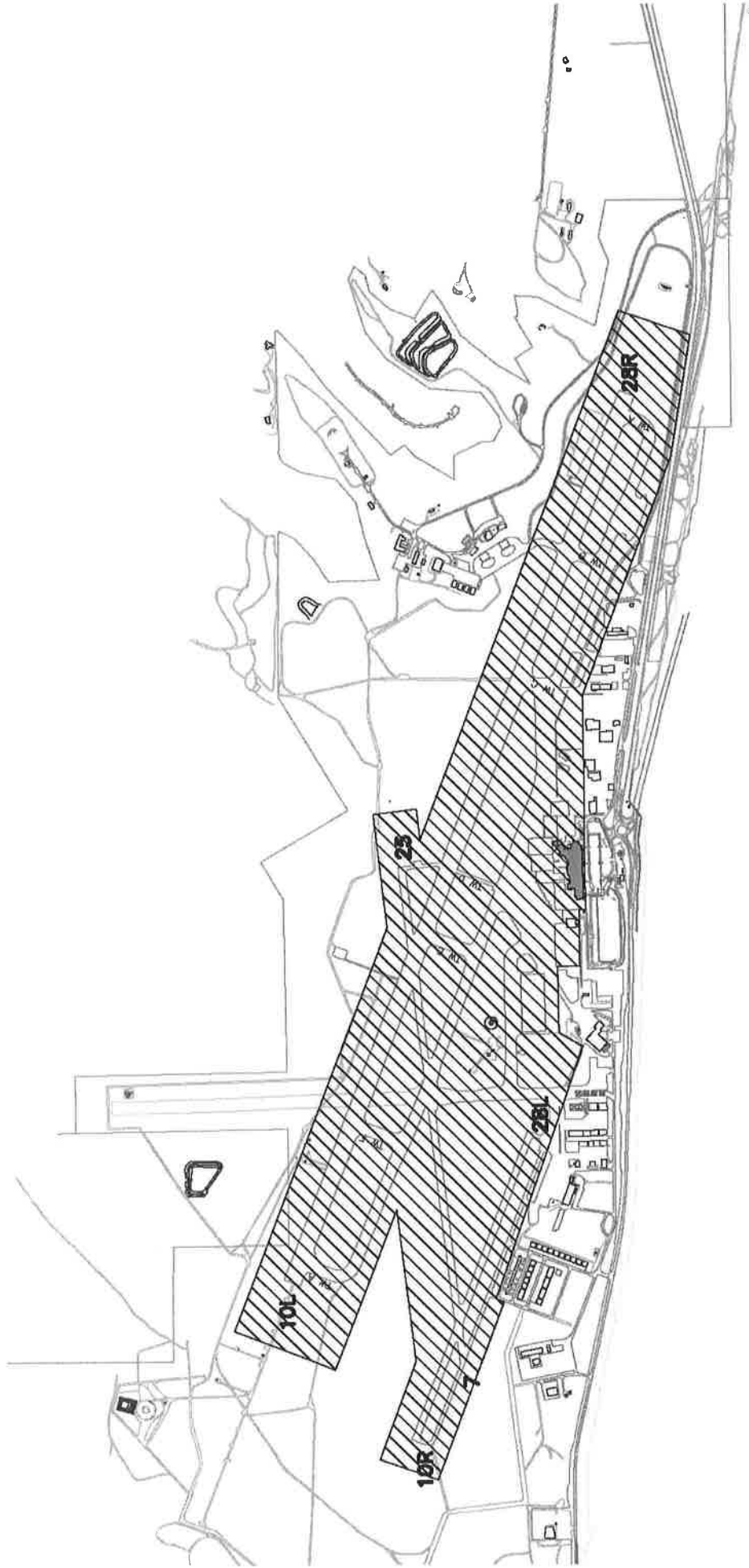
Ft. Worth, TX 46155  
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

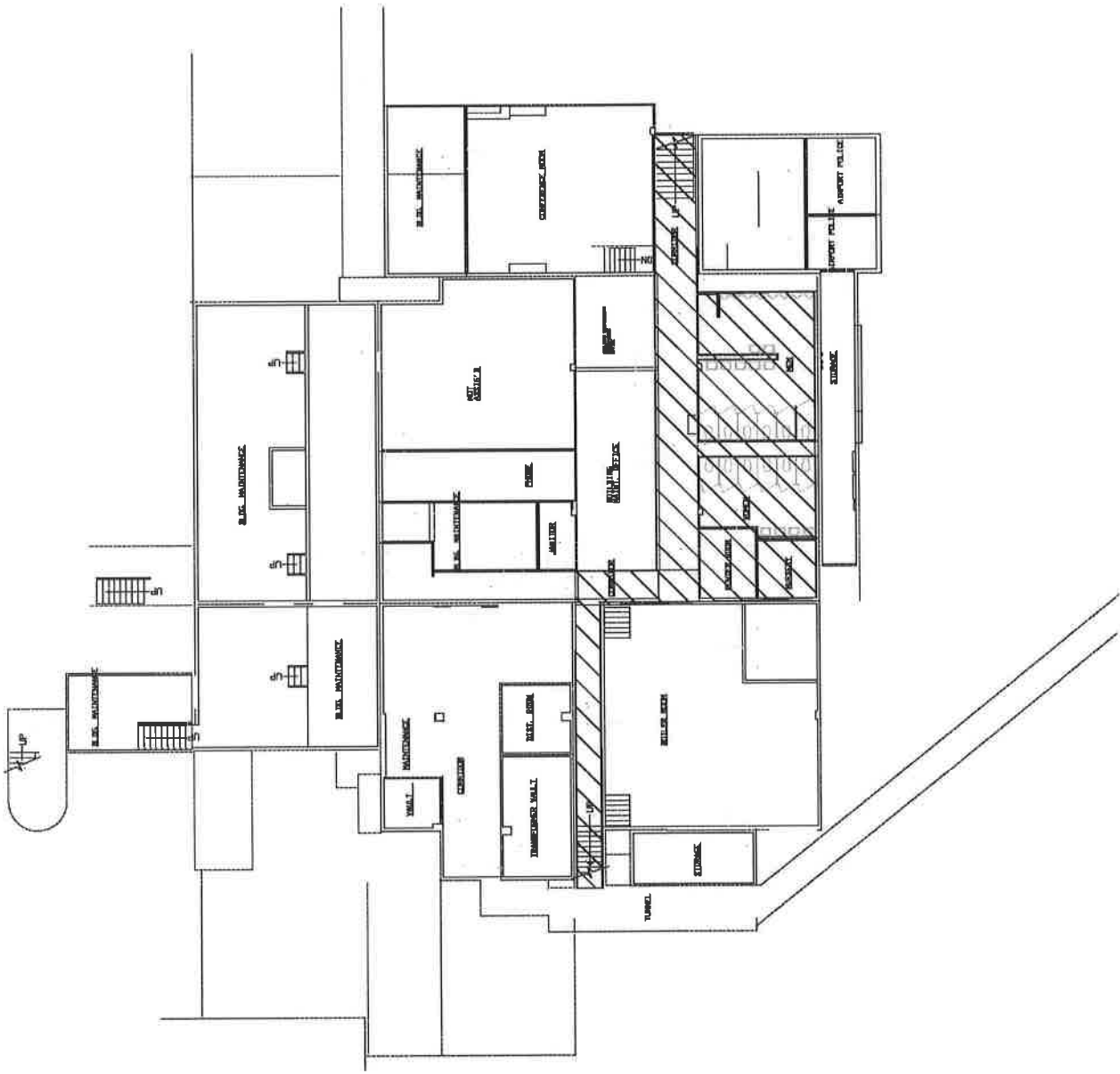


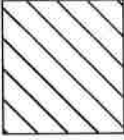
 AIRFIELD  
 TERMINAL BUILDING



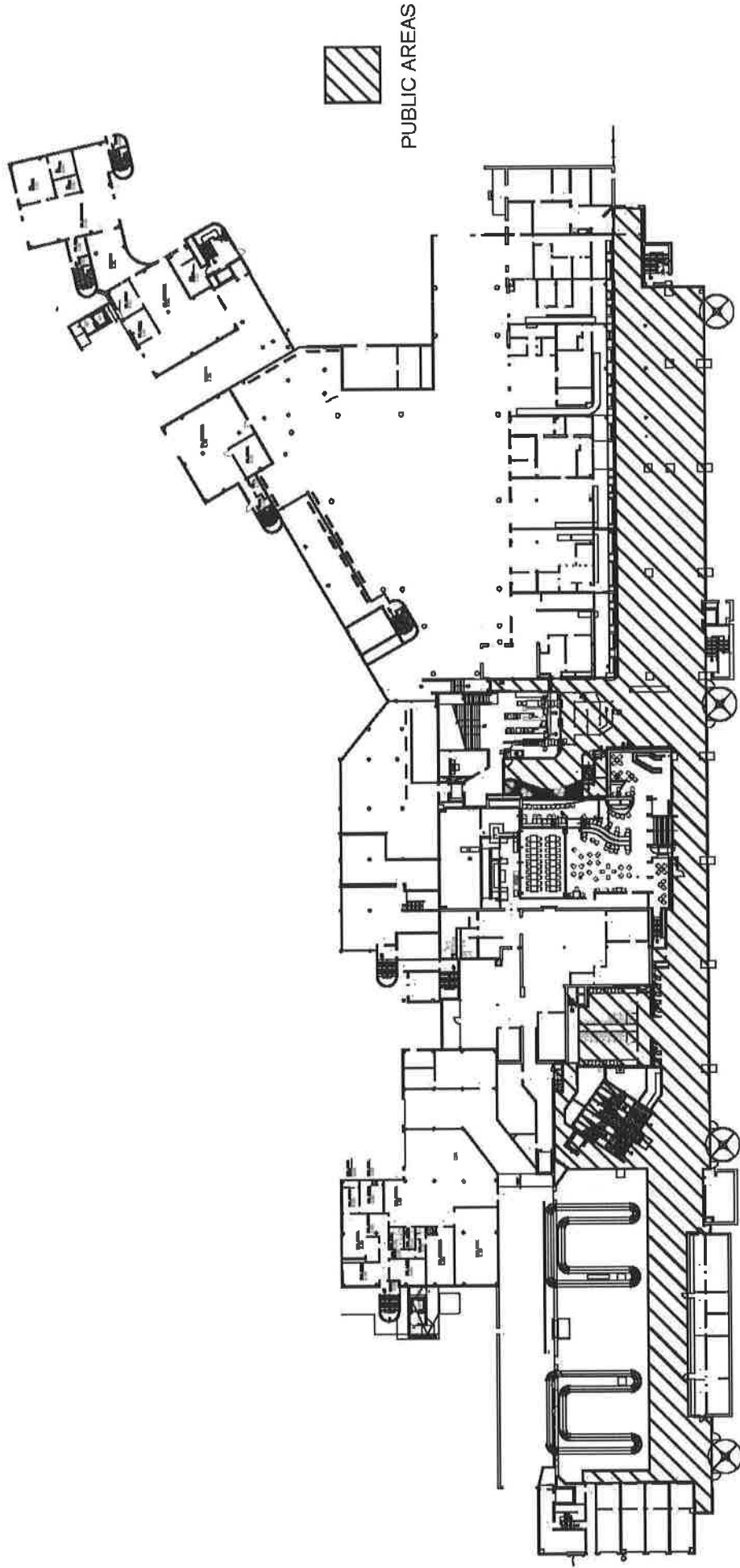
June 2017

**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
AVIATION AND TRANSIT DEPARTMENT**




 PUBLIC AREAS

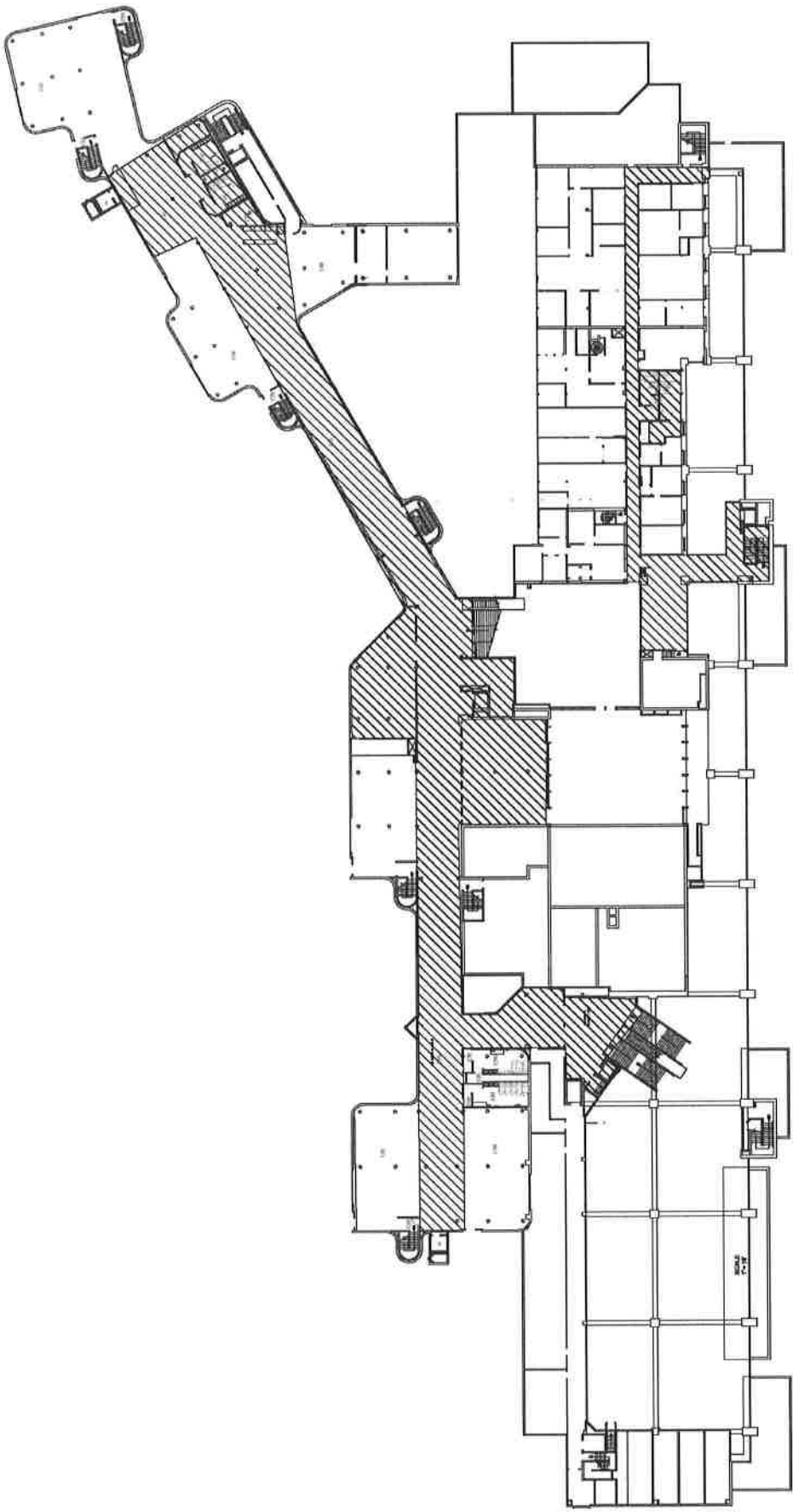
**BASEMENT LEVEL - PUBLIC USE AREA**  
**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**



June 2017

EXHIBIT B Page 2 of 3

**MAIN LEVEL - PUBLIC USE AREA**  
**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**



PUBLIC AREAS



June 2017

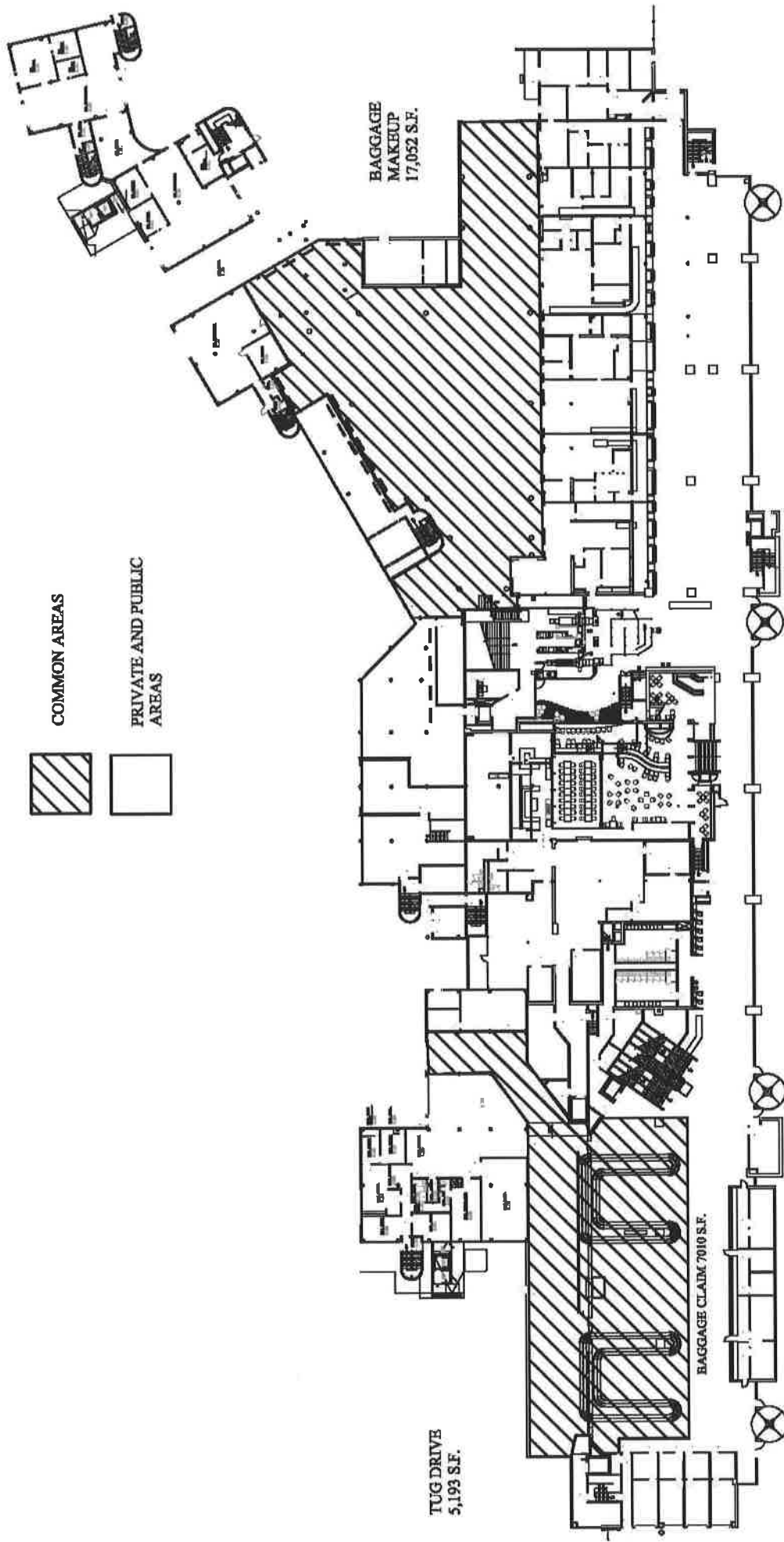
EXHIBIT B Page 3 of 3



UPPER LEVEL - PUBLIC USE AREA  
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
AVIATION AND TRANSIT DEPARTMENT

**EXHIBIT C**

**INTENTIONALLY OMITTED**





 COMMON AREAS  
 PRIVATE AND PUBLIC AREAS

TUG DRIVE  
5,193 S.F.

BAGGAGE CLAIM 7019 S.F.

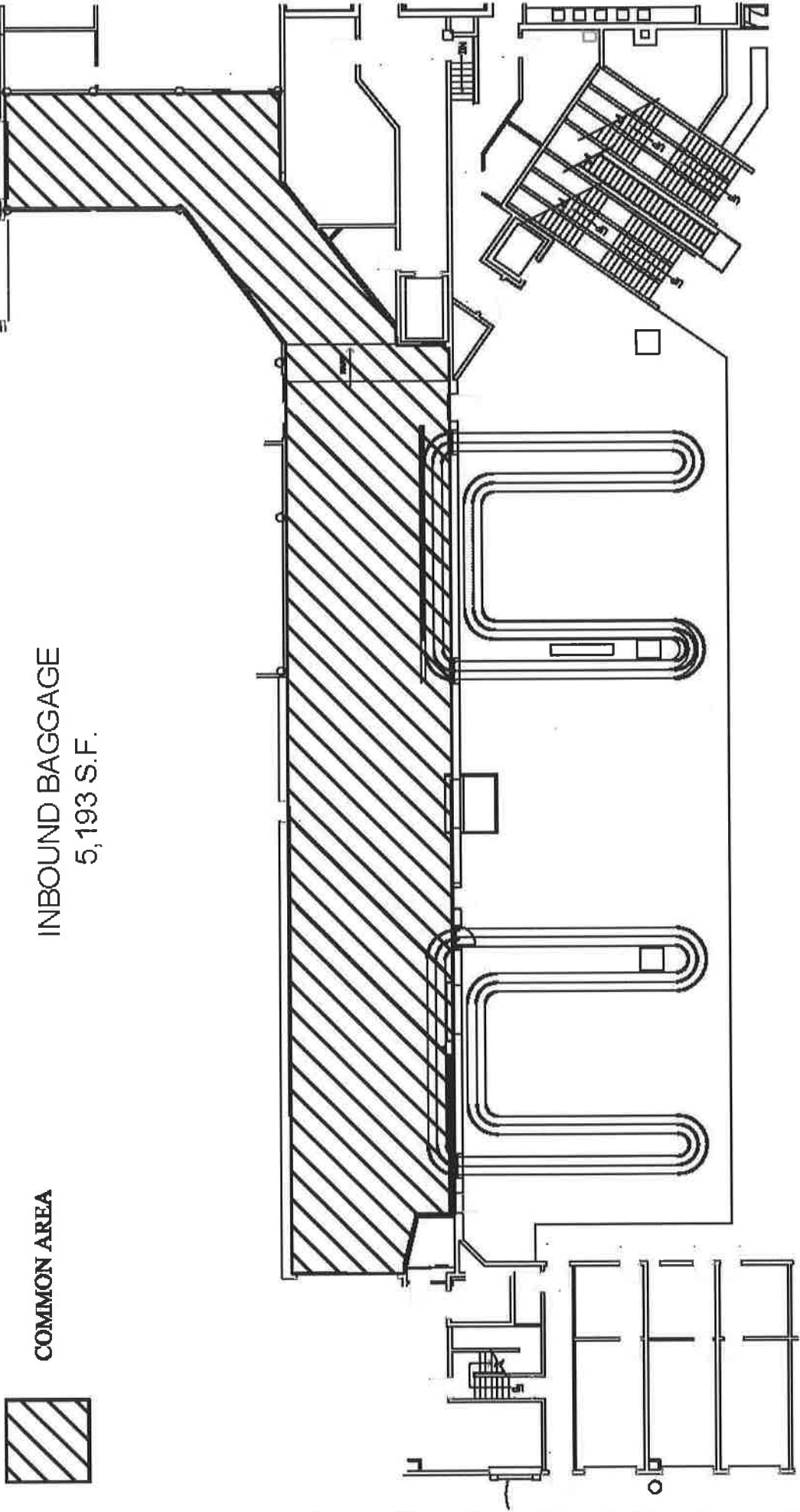
BAGGAGE  
MAKEUP  
17,052 S.F.

**MAIN LEVEL - COMMON USE AREA**

**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
AVIATION AND TRANSIT DEPARTMENT**



June 2017

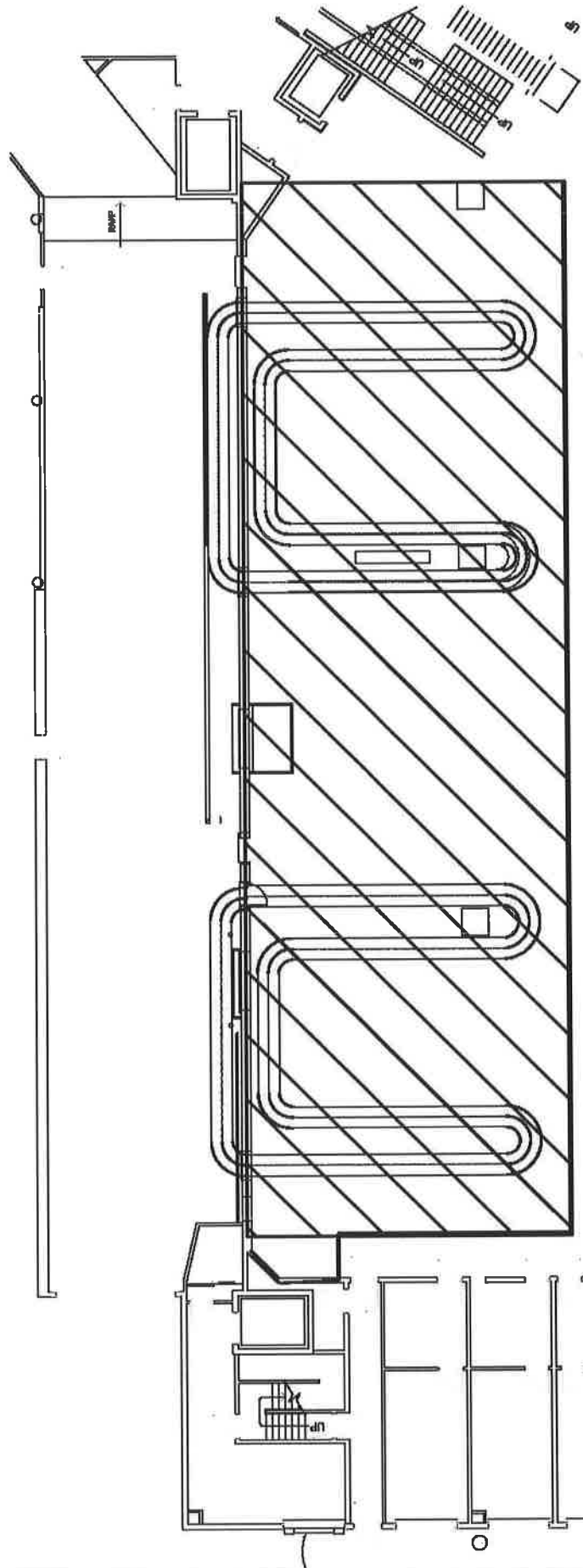


COMMON AREA



INBOUND BAGGAGE  
5,193 S.F.

**MAIN LEVEL - COMMON USE AREA**  
**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**



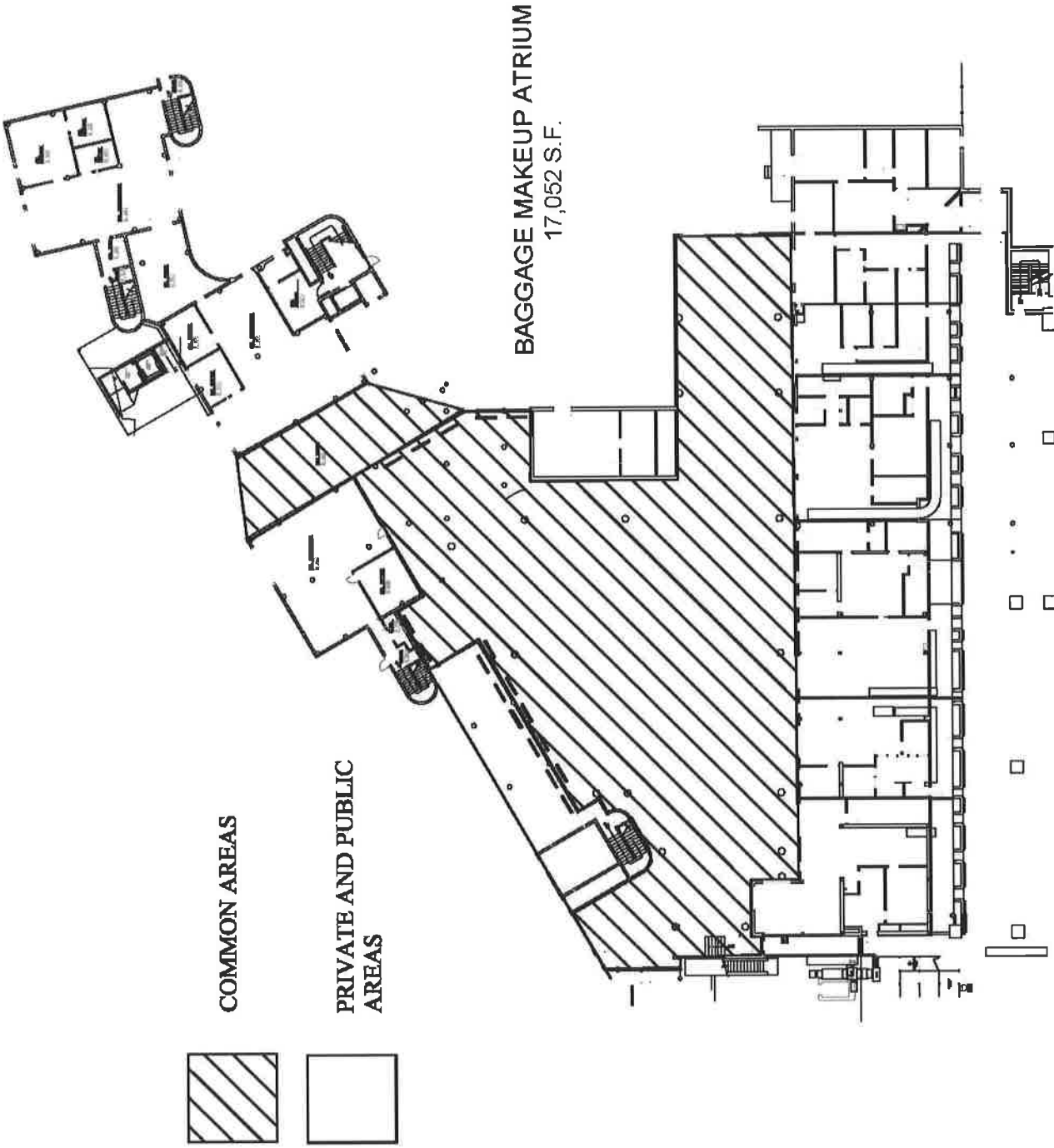
BAGGAGE CLAIM 7,010 S.F.

MAIN LEVEL - COMMON USE AREA

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
 AVIATION AND TRANSIT DEPARTMENT



June 2017



**MAIN LEVEL - COMMON USE AREA**

**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**

## SUMMARY OF LEASED SPACE

### MAIN LEVEL EXCLUSIVE USE SPACE

TICKETING	C118A	112 SF
BAGGAGE MAKEUP	C119A	393 SF
OFFICE	C120	86 SF
OFFICE	C121	132 SF
STAFF	C122	354 SF
OFFICE	C123	127 SF
WALKWAY	C124	44 SF
OFFICE	C126	108 SF
STORAGE	C127	44 SF
STORAGE	C128	189 SF
		<u>1,589 SF</u>

### CONCOURSE LEVEL PREFERENTIAL USE SPACE

GATE HOLDROOM	D216	<u>2,890 SF</u>
---------------	------	-----------------

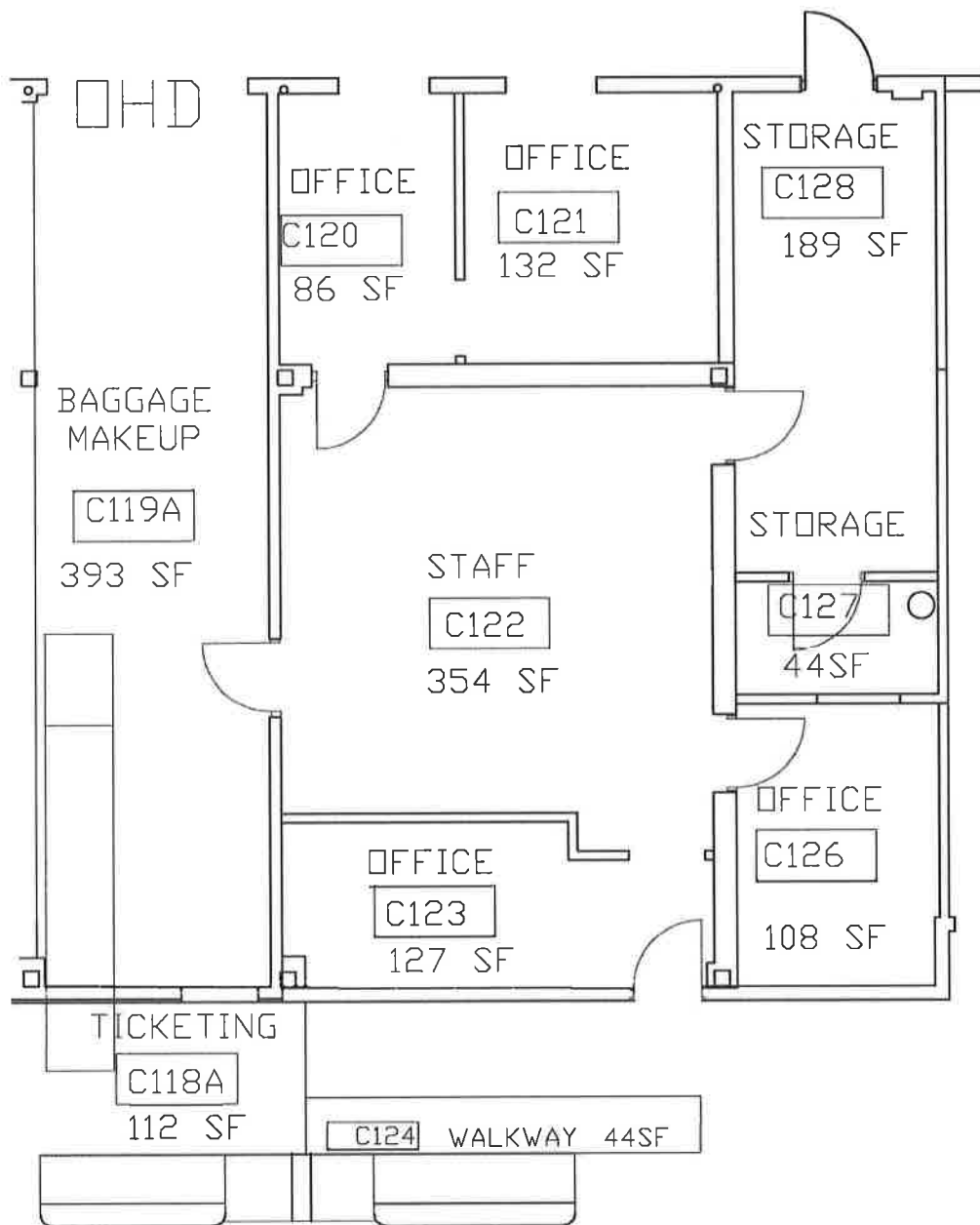
AMERICAN AIRLINES  
TERMINAL AGREEMENT

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
AVIATION AND TRANSIT DEPARTMENT



June 2017

EXHIBIT E Page 1 of 3



**MAIN LEVEL  
EXCLUSIVE USE SPACE**

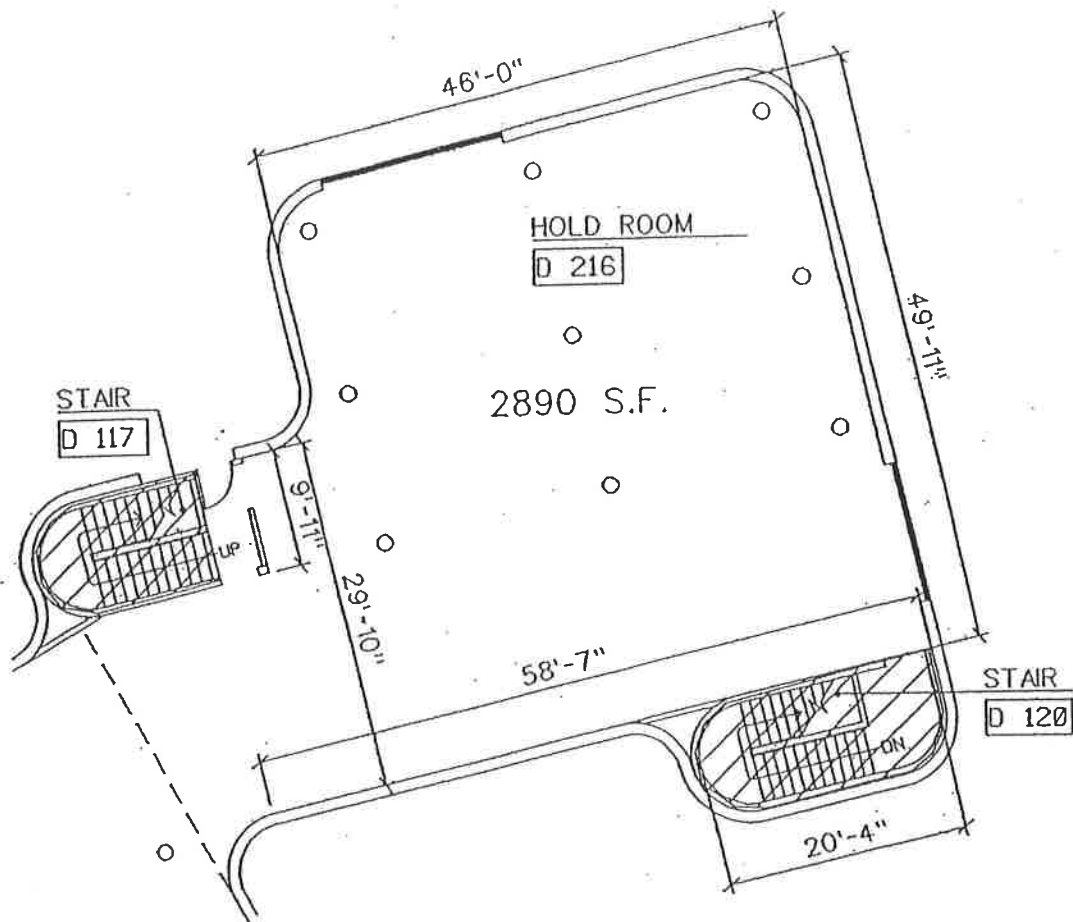
**AMERICAN AIRLINES  
TERMINAL AGREEMENT**

**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
AVIATION AND TRANSIT DEPARTMENT**



**June 2017**

**EXHIBIT E Page 2 of 3**



SCALE 1/16"=1'-0

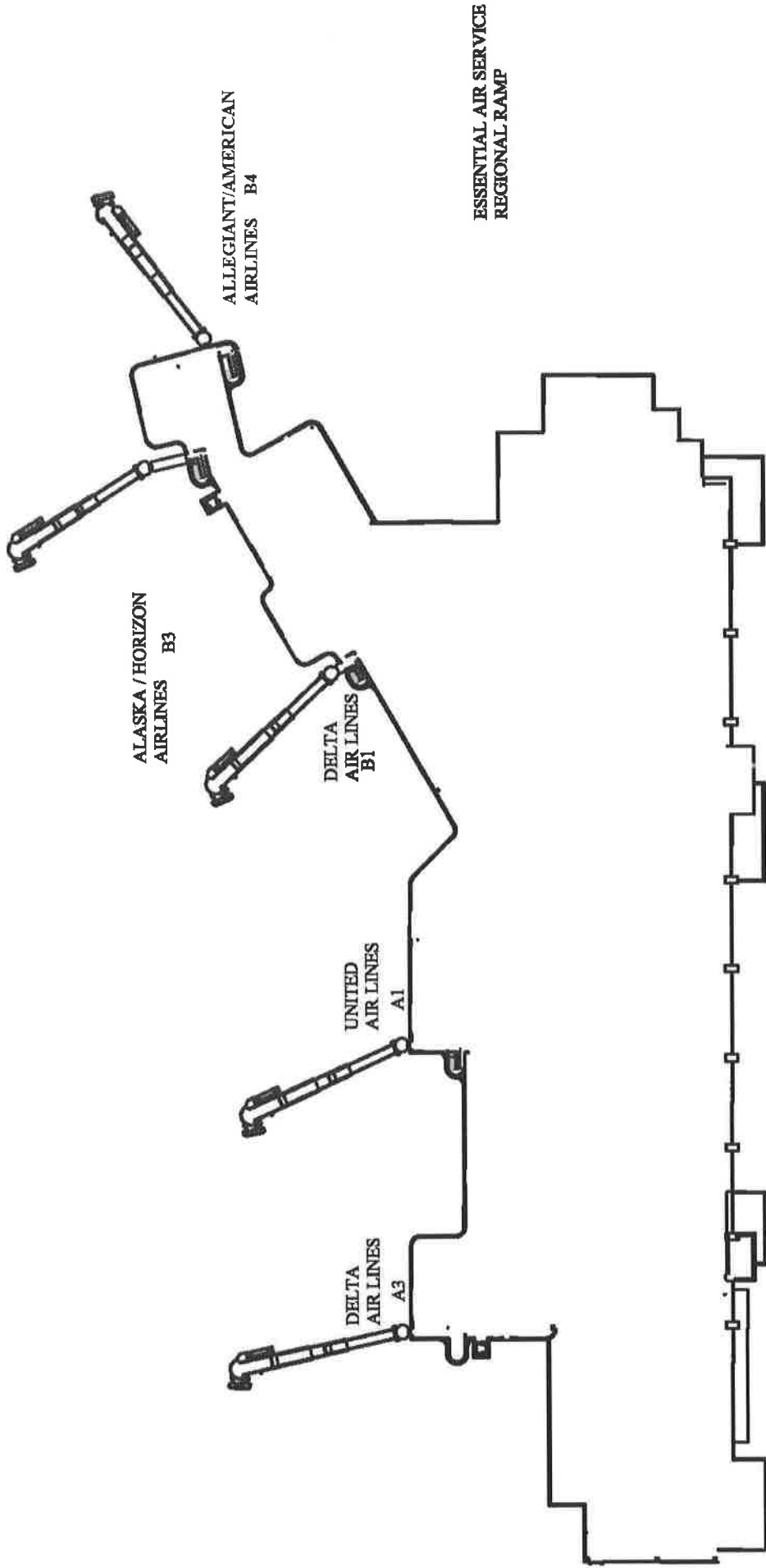
**CONCOURSE LEVEL  
PREFERENTIAL USE SPACE**

**AMERICAN AIRLINES  
TERMINAL AGREEMENT**

**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT  
AVIATION AND TRANSIT DEPARTMENT**



**June 2017**



June 2017

**AIRCRAFT PARKING POSITIONS**  
**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**

	A	B	C	D	E	F	G	H	J	K	L
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

**(FB-D8)/6 or**  
(3,024,000 - 2,784,000)/6 = 40,000

**(GB-B8)/6 or**  
(2,829,000 - 2,885,000)/6 = (9,333)

**(HB-G8)/6 or**  
(3,115,000 - 2,829,000)/6 = 47,667

**D21-D23or**  
2,147,173 - 2,178,000 = (30,827)  
Flows to cell F12

**E21-E23 or**  
2,169,358 - 2,178,000 = (8,642)  
Flows to cell G12

**G21-G23 or**  
2,202,696 - 2,316,000 = (113,304)  
Flows to cell H12

**ILLUSTRATIVE CALCULATION OF AIRLINE TERMINAL RATE**

**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**

**AVIATION AND TRANSIT DEPARTMENT**

	A	B	C	D	E	F	G	H	J	K	L
27											
28											
29											
30											
31		Section									
32		<b>Calculation of Airline Landing Fees</b>									
33											
34		A.1 Airport Maint & Operating Expenses	Fiscal 12 Budget	Fiscal 12 Projected	Fiscal 12 Actual	Fiscal 13 Budget	Fiscal 13 Projected	Fiscal 14 Budget			
35		A.2 Annual Debt Service Requirement	7,233,000	7,006,000	6,951,000	7,393,000	6,805,000	7,619,000			(F34-D34)/6 or (7,393,000-7,006,000)/6
36		A.5 Deposit - Maint & Operating Reserve	1,220,000	1,285,000	1,220,000	1,348,000	1,348,000	1,347,000			(G34-E34)/6 or (6,805,000-6,951,000)/6
37		A.4 Amortization of City Funded Assets	102,000	93,400	84,300	64,500	(24,333)	135,667			
38		A.3 Subordinate Securities	1,193,000	1,227,000	1,193,000	1,220,000	1,269,000	1,263,000			
39		A.7 Capital Improvement Factor	596,000	651,500	668,650	661,200	655,900	634,600			
40		A.8 Deficit/(Credit) Prior Fiscal Year	(409,000)	(2,110,000)	(2,110,000)	(922,525)	(1,853,216)	(1,687,786)			(H34-G34)/6 or (7,619,000-6,805,000)/6
41		Airport Costs	9,935,000	8,152,900	8,006,950	9,764,175	8,200,351	9,311,480			
42											
43		<b>Less:</b>									
44		B. NonAirline Revenues	(5,960,000)	(6,515,000)	(6,686,500)	(6,612,000)	(6,559,000)	(6,346,000)			
45		B. Airline Terminal Building Rent	(2,178,798)	(2,178,000)	(2,178,000)	(2,313,793)	(2,316,000)	(2,037,056)			
46		B. Debt Service Coverage Account	(244,000)	(244,000)	(244,000)	(244,000)	(244,000)	(244,000)			
47		5.01.B. Reduction in Estimated Capital	(839,000)	580,000							
48		<b>Airline Landing Fees Required</b>	713,202	(204,100)	(1,101,550)	594,382	(918,649)	684,424			
49											
50		C. Projected Landed Weight	730,000	716,200	724,432	727,300	759,000	701,000			
51		<b>Projected Landing Fee Rate</b>	0.98	(0.28)	(1.52)	0.82	(1.21)	0.98			
52											
53		Actual or Projected Landing Fees Collected		718,425	751,666		769,137				
54		Deficit or (Credit) Carried Forward		(922,525)	(1,853,216)		(1,687,786)				
55											
56											

(F34-D34)/6 or  
(7,393,000-7,006,000)/6

(G34-E34)/6 or  
(6,805,000-6,951,000)/6

(H34-G34)/6 or  
(7,619,000-6,805,000)/6

D48-D53 or  
(204,100)-718,425=(922,525)  
Flows to Cell F40

E48-E53 or  
(1,101,550)-751,666=(1,853,216)  
Flows to G40

G48-G53 or  
(918,649)-769,137=(1,687,786)  
Flows to H40

**ILLUSTRATIVE CALCULATION OF AIRLINE LANDING FEE RATE**  
**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**



June 2017

	EXCLUSIVE	PREFERENTIAL	JOINT USE SPACE (a)	BAGGAGE CLAIM COMMON AREA (b)	BAGGAGE MAKEUP/ATRIUM COMMON AREA (b)	TOTAL
BAGGAGE CLAIM/ATRIUM				12,203	17,052	29,255.0
ALLEGiant AIR	644	0	X			644.0
AMERICAN AIRLINES	1,589		X			1,589.0
CAPE AIR	1,007	810.5				1,817.5
DELTA AIR LINES	3,583	3,725				7,308.0
ALASKA/HORIZON	1,438	153	X			1,591.0
UNITED AIR LINES	2,512	1,817				4,329.0
HORIZON/ALLEGiant/AMERICAN JOINT USE			2,890			2,890.0
<b>TOTALS</b>	<b>10,773</b>	<b>6,505.5</b>	<b>2,890</b>	<b>12,203</b>	<b>17,052</b>	<b>49,423.5</b>

(a) Joint Use Holdroom Space Allocated According to Joint Use Formula  
(b) Baggage Claim/Makeup Space Allocated According to Common Use Formula

**TERMINAL SPACE RENTALS**  
**CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT**  
**AVIATION AND TRANSIT DEPARTMENT**



June 2017

**EXHIBIT I**

**INTENTIONALLY OMITTED**



**EXHIBIT J**

**SEE ATTACHED**

**BILLINGS LOGAN INTERNATIONAL AIRPORT  
RULES AND REGULATIONS**

**APPROVED & ADOPTED**

**MARCH 1999**



**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Approval of Agreement with Billings Chamber of Commerce for the Local Match funds Required for the American Airlines Service

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

**Department:** Airport

---

**PROBLEM/ISSUE STATEMENT**

On June 2, 2017, American Airlines will begin non-stop service between Billings and Dallas/Fort Worth, TX. This new service is the result of a lot of community effort to attract American Airlines and then support the new service with a combination of marketing funds and a revenue guarantee for the first year of service. This Agreement sets forth the requirements between the City and the Billings Chamber of Commerce for the local match funds required as part of the financial incentive package to entice American Airlines to begin service between Billings and Dallas. Since Federal Regulations prohibit the City and the Billings Logan International Airport from utilizing Airport funds to promote or fund any airline service, the financial incentive requirements subsequently must be covered by other third party funding and/or with Small Community Air Service Development Program (SCASDP) grant funds, which the City applied for and was awarded. In the Agreement between the City and American Airlines for the new service, both local match funds from the community (\$700,000) and SCASDP grant funds (\$750,000) are being used. This Agreement with the Billings Chamber of Commerce set forth the terms for accessing and using the local funds, should they be needed.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Agreement with the Billings Chamber of Commerce to provide the local match funds that may be needed to supplement the revenue guarantee payment for American Airlines; or
- Not approve the Agreement with the Billings Chamber of Commerce and subsequently jeopardize the program put in place to have American Airlines provide direct service between Billings and Dallas.

**FINANCIAL IMPACT**

With the approval of this Agreement the City's financial impact will net to zero. In the event that American Airlines submits a bill for the service to provide the flights between Billings and Dallas, the Billings Chamber will submit any funds needed by the City to cover the airline losses that are not covered by the SCASDP grant.

**BACKGROUND**

During the past couple of years, there has been a more concerted effort to enhance the air service offered at the Billings Logan International Airport. To achieve some improvements, members of the Chamber of Commerce's Air Service Development Committee, including the Chamber of Commerce, Big Sky Economic Development, the Tourism Business Improvement District, and Airport staff determined that the best new service option would be to persuade American Airlines to serve Billings from the Dallas Fort Worth International Airport (DFW).

Over the years, the path to new service has changed and it is very rare that an airline will unilaterally start new service to a community. Since the risk and expense of starting new service is fairly high, the airlines now require that the newly served community participate by covering some of the risk to implement the new service. Some of the more popular incentives include guaranteeing revenues for the first year or two, provide free terminal space and landing fees, provide marketing programs for the new service, and providing the ground handling for the airline. The Billings group decided that the local support would include a revenue guarantee, marketing support, and waived landing fees. To help supplement this package the Airport agreed to be a Grant Sponsor for a Small Community Air Service Development Program (SCASDP) grant from the U.S. Department of Transportation. The grant requires a local commitment, which included a local match of \$700,000 and a landing fee waiver for \$46,325. Fortunately, the City was awarded a SCASDP grant for \$750,000, for a combined program of incentives totaling \$1,496,325. Since the City of Billings and the Billings Logan International Airport are prohibited by Federal Regulations from participating financially in supporting air service, the community must supply the local match funds. Since the contributions for the local match funds came from 17 organizations and businesses, the Billings Chamber of Commerce has agreed be the local designee for the local funds and agreed to enter into this Agreement with the City to provide the local match funds as needed.

With this incentive program, American subsequently agreed to begin service between Billings and Dallas beginning June 2, 2017. The Agreement sets forth the details of the payment of funds required to meet the local match needs when American provides the City with a billing for the air service between Billings and Dallas. In summary, this is a one year deal. A flight segment amount has been determined with adjustment points for fuel price fluctuations. Each time the aircraft flies between Billings and Dallas and vice versa that flight segment cost is compared to the total revenues for the flight. Then each quarter, the total of the flight segments' profits and losses are netted together and American either made money or lost money. If it is a loss then this contract kicks in and the loss is covered with guaranteed funds provided by the SCASDP grant and the local matching funds required from the Billings Chamber of Commerce through this Agreement. If it is a profit, American pockets the revenues, no local or grant moneys are paid, and the process starts over for the next quarter.

## **STAKEHOLDERS**

In general terms, the whole community could be considered a stakeholder since this new flight opens up opportunities for direct service to Dallas and the new one stop connections from there. Additionally, direct service to a new destination will usually result in new business opportunities that can financially enhance local businesses' revenues. Specific stakeholders acting through the Billings Chamber of Commerce, would be the 17 local organizations and businesses that are taking the financial risk to provide the local share matching funds required in this Agreement, in an effort to enhance the air service for all of Billings, eastern Montana, and northern Wyoming.

## **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with the Billings Chamber of Commerce for the local match funds required for the American Airlines Service.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Billings Chamber Partner Payment Agreement

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**SECONDARY GUARANTOR AGREEMENT TO PROVIDE PAYMENT FOR AIR  
SERVICE  
TO DALLAS/FORT WORTH**

**CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2017 by and between the following:

CITY OF BILLINGS, a Montana municipal corporation,  
Billings, Montana, hereinafter referred to as "the City"

and

BILLINGS CHAMBER OF COMMERCE,  
hereinafter referred to as "the Secondary Guarantor"

**WITNESSETH THAT:**

**RECITALS**

WHEREAS, the City of Billings is the owner and operator of Billings Logan International Airport (BIL), located in Yellowstone County, Montana; and

WHEREAS, the Secondary Guarantor and the City have an interest in promoting air service to and from BIL to Dallas/Fort Worth International Airport (DFW); and

WHEREAS, the City applied for a Small Community Air Service Development Program (SCASDP) Grant from the U.S. Department of Transportation to use as incentive funding to secure direct air service from BIL to DFW on American Airlines, Inc. (American); and

WHEREAS, the City was successful in receiving the SCASDP Grant for \$750,000, but required a local commitment of \$700,000 for a combined Air Service Development Program amount of \$1,450,000; and

WHEREAS, \$200,000 of the \$1,450,000 program amount is to be used for Marketing and Advertising Support to promote any new Air Service between BIL and DFW; and

WHEREAS, the remaining \$1,250,000 would be available to cover Minimum Revenue Guarantees and other startup costs required by American to secure the new service; and

WHEREAS, American responded positively to the financial incentives and the City has reached a tentative Agreement with American to provide service between BIL and DFW beginning June 2, 2017; and

WHEREAS, the City's approval of the Agreement with American is anticipated at the May 22, 2017 City Council meeting; and

WHEREAS, the Agreement with American takes advantage of the financial incentives set forth herein above, requiring \$200,000 for Marketing and Advertising Support for the new service and up to a maximum total of \$1,250,000 to cover Minimum Revenue Guarantees for a one year period beginning June 2, 2017 and ending June 1, 2018 (the Guaranty Period); and

WHEREAS, Secondary Guarantor understands that neither the City or BIL can be liable for the payments to American for the costs related to the marketing of the new American Airlines service or the Minimum Revenue Guarantees for the new air service that may be required, other than the use of the available SCASDP Grant funds; and

WHEREAS, Secondary Guarantor understands that the City cannot enter into the Agreement with American without the explicit consent of Secondary Guarantor of the terms contained in this Secondary Guarantor Agreement; and

WHEREAS, Secondary Guarantor desires to assume responsibility for reimbursing the City for the matching funds to the SCASDP Grant required to cover the Minimum Revenue Guarantee and the Marketing and Advertising Support commitment that may be needed in order to facilitate new air service between BIL and DFW during the Guaranty Period as set forth herein.

## **AGREEMENT**

In consideration of the foregoing premises and the mutual promises herein contained, it

is agreed as follows:

1. **RECITALS INCORPORATED.** The foregoing Recitals are incorporated into this Agreement as if set forth in full.

2. **LIABILITY FOR GUARANTY PAYMENT.** During the Guaranty Period, City may be required to provide American with payments to meet required Minimum Revenue Requirements. Based on the invoicing from American for the Minimum Revenue Requirements, Secondary Guarantor hereby agrees to reimburse the City on a proportional basis of 48.28% up to the maximum amount of \$603,500 of the total Minimum Revenue Requirement Guarantee amount of \$1,250,000. The remaining 51.72% will be reimbursed from the SCASDP Grant. City will invoice the Secondary Guarantor for the proportional amount within five (5) days of receiving a payment request from American. Secondary Guarantor agrees to remit the invoice amount to the City within fifteen (15) days of the invoice date.

3. **LIABILITY FOR MARKETING AND ADVERTISING SUPPORT.** During the Guaranty Period, Secondary Guarantor agrees to assist the City with providing \$200,000 of Marketing and Advertising Support required for the new American service between BIL and DFW. Secondary Guarantor, with the assistance of various community organizations coordinated by Secondary Guarantor, shall provide a proportional amount (48.28%) of at least \$96,550 of the Marketing and Advertising Support. The remaining \$103,440 of Marketing and Advertising Support can be reimbursed through the SCASDP Grant, meeting the required \$200,000 of Marketing and Advertising Support for the new American service. The City shall assist Secondary Guarantor with identifying and providing the necessary documentation required to ensure that the Marketing and Advertising Support funds provided by the SCASDP Grant are made available to Secondary Guarantor. Secondary Guarantor shall develop and implement a marketing and advertising plan, the scope and details of which shall be determined in the reasonable discretion of Secondary Guarantor.

4. **SECURITY AND GUARANTEE OF PAYMENT.** To secure the Secondary

Guarantor's performance under this Agreement, Secondary Guarantor shall, on or before September 1, 2017, provide to the City an irrevocable letter of credit, or other form of security acceptable to the City, obtained from a bank or other financial institution that is reasonably acceptable to the City, in the amount of \$603,500. The sole purpose of the letter of credit or other security provided by Secondary Guarantor shall be to secure Secondary Guarantor's performance of guaranteeing Secondary Guarantor's proportional share of the Minimum Revenue Requirement during the Guarantee Period as set forth herein above.

The City shall only be entitled to draw upon the letter of credit or other security should the Secondary Guarantor fail to provide or remit the proportional share of the Minimum Revenue Guarantee as required in Paragraph 2 above.

The letter of credit or other security will be released by the City back to Secondary Guarantor after the final proportional share of American's final billing for the Minimum Revenue Guarantee has been received by the City from Secondary Guarantor.

**5. LIABILITY FOR BREACH.** Secondary Guarantor agrees that if it materially fails to meet its obligations under this Agreement for any reason, Secondary Guarantor shall be liable to indemnify the City for any and all claims asserted by American, and for all damages arising from such claims, due to Secondary Guarantor's breach of obligations under this Agreement. Under no circumstances shall Secondary Guarantor be liable to American or any other party or entity as a result of the City's breach of the Agreement with American for the new air service between BIL and DFW or for a breach of any other agreements between the City and American for services or facilities provided by the City for or in conjunction with American.

**6. CONTINGENCIES.** This Agreement, and all of the promises, rights, and obligations contained herein, is contingent upon the City executing and entering into the Agreement with American to provide services to DFW.

**7. MISCELLANEOUS PROVISIONS.**

**A. VOLUNTARY AND KNOWING EXECUTION OF THIS AGREEMENT.** The

parties represent and agree that they are fully aware of their right to discuss any and all aspects of this matter with an attorney and that they have done so or have had opportunity to do so, that they have carefully read and fully understand all the provisions of this Agreement, and that they are voluntarily entering into this Agreement and have not been influenced by any person or any attorney acting on behalf of any other party.

**B. REPRESENTATIONS, EXPENSES OF THIS AGREEMENT.** Each party shall bear their own costs and attorney fees in connection with the negotiation and execution of this Agreement.

**C. NO INDUCEMENT.** Each party declares and represents that no promise, inducement, or other agreement not expressly contained herein has been made and that this Agreement contains the entire agreement of the parties. The terms of this Agreement are contractual and not recitals only.

**D. BINDING EFFECT.** This Agreement shall bind and shall inure to the benefit of each party hereto, and their respective successors in interest.

**E. NO MODIFICATIONS.** This Agreement shall not be altered, amended, or modified in any respect except by a writing duly executed by all the parties hereto.

**F. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes and terminates any and all prior agreements, understandings, and contracts, implied and express, written and oral, between the parties concerning the subject matter of this Agreement

**G. GOVERNING LAW.** This Agreement and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

**H. COSTS AND ATTORNEY FEES.** Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions

hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

**I. FEDERALLY REQUIRED CLAUSES.** For clarification purposes, Contract and Agreement, and Contractor and Guarantor throughout these clauses shall mean the same thing.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation (DOT), 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:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor 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 contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the 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 the Recipient or DOT 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 contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

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

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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-discrimination Authorities:**

1) 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 (entitled *Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964*);

2) 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);

3) Federal Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);

4) 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;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7) 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 § 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);

8) Titles II and III of the Americans with Disabilities Act, which prohibit 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 DOT regulations at 49 CFR Parts 37 and 38;

9) 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);

10) Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and

Low Income Populations, which ensures 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;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 to 74100);

12) 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.*);

13) 28 CFR § 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

ATTEST:

CITY OF BILLINGS

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

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

GUARANTOR

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

BY \_\_\_\_\_

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Airline Operating Permit with Envoy Air, Inc.

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

**Department:** Airport

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**PROBLEM/ISSUE STATEMENT**

Envoy Air, Inc. will operate at Billings Logan International Airport as an American Airlines affiliate. American Airlines will begin operation at the Airport on June 2, 2017 with daily service to Dallas/Fort Worth, TX. To ensure that specific operating requirements will continue to be met, a standard Scheduled Airline Operating Permit between the City of Billings and Envoy is required. The Operating Permit ensures that the airline follows certain operating parameters and procedures, including providing proof that the proper insurance coverage is in place. The Permit is automatically renewable for one-year periods, unless there have been no operational activities for one year, or either party chooses to cancel the Permit with 30 days written notice. A copy of the Operating Permit is on file in the City Clerk's office.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the Operating Permit with Envoy; or
- Disapprove the Operating Permit with Envoy.

**FINANCIAL IMPACT**

Under the new Operating Permit, Envoy would not lease any new space in the Terminal Building, but would operate from space currently leased by the airline affiliate contracting its services. Envoy will basically be handled as another American Airlines operation and all the common space rentals and landing fees generated by Envoy are paid by the airline it is working for.

**RECOMMENDATION**

Staff recommends that City Council approve and the Mayor execute the Scheduled Airline Operating Permit with Envoy Air, Inc.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Envoy Operating Permit

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1 BILLINGS LOGAN INTERNATIONAL AIRPORT

2 SCHEDULED AIRLINE OPERATING PERMIT

3  
4 THIS SCHEDULED AIRLINE OPERATING PERMIT (the "Operating Permit"), made  
5 and entered into \_\_\_\_\_, 20\_\_\_\_, by and between the following:  
6

7 CITY OF BILLINGS, MONTANA  
8 (hereinafter referred to as "City")

9 and

10 ENVOY AIR INC.  
11 (the Air Transportation Company hereinafter referred to as "Permittee")

12 W I T N E S S E T H

13 WHEREAS, City is the owner and operator of Billings Logan International Airport (the  
14 "Airport") situated in the City of Billings, Montana, and has the right to grant operating privileges on  
15 the Airport subject to the terms and conditions hereinafter set forth; and

16 WHEREAS, Permittee is a company primarily engaged in the business of providing air  
17 transportation, and is currently operating in affiliation with American Airlines, Inc., the Affiliate  
18 Airline as herein defined, and

19 WHEREAS, both City and Permittee desire to enter into this Operating Permit, to set  
20 forth the rights, privileges, and obligations of both parties, and to facilitate the development,  
21 promotion, and improvement of air commerce.

22 NOW THEREFORE, in consideration of the mutual covenants and considerations  
23 herein contained, City and Permittee agree as follows:  
24  
25

1 ARTICLE 1

2 DEFINITIONS

3 Section 1.01 – Definitions

4 The words and phrases defined in this section shall have the following meanings when  
5 used elsewhere in this Operating Permit.

6  
7 A. "Affiliate Airline" shall mean an Airline that has entered into a current  
8 Scheduled Airline Operating Agreement and Terminal Building Lease with the City, and with which  
9 Permittee has a contractual arrangement to provide air transportation for said Affiliate Airline(s) at the  
10 Airport. Designated Affiliate Airline(s) may change from time to time. Permittee shall notify City in  
11 writing of its affiliations and shall keep such notifications current at all times Permittee operates under  
12 this Permit.

13 B. "Airline" shall mean an Air Transportation Company.

14  
15 C. "Aircraft Landing" shall mean any aircraft landing at the Airport (including,  
16 without limitation, scheduled, charter, sightseeing, test, ferry, training, courtesy, and inspection flights,  
17 or any other flights) operated by an Air Transportation Company. Aircraft Landings shall not include  
18 any flight that immediately returns to the Airport because of mechanical, meteorological, or other  
19 precautionary reason.

20 D. "Airport" shall mean the presently existing Billings Logan International Airport,  
21 as it may be modified from time to time to reflect changes in Airport facilities.

22  
23 E. "Air Transportation" shall mean the carriage of persons, property, cargo, and/or  
24 mail by aircraft, including any ancillary services that do not conflict with or violate other agreements  
25 or contracts approved by City.

1 F. "Air Transportation Company" shall mean a company certificated by the United  
2 States Department of Transportation to engage for hire in the carriage of persons, property, cargo,  
3 and/or mail by aircraft, and for the purposes of an operating permit, also may include a company  
4 providing any ticketing and/or ground support operations.  
5

6 G. "Common Use Formula" shall mean a formula used to pro-rate twenty percent  
7 (20%) of the cost of a service or Airport space equally among Air Transportation Companies, and  
8 eighty percent (80%) of the cost of a service or Airport space among Air Transportation Companies  
9 that provide Scheduled Service on the basis of that proportion that the number of each Air  
10 Transportation Company's Enplaned Passengers bears to the total number of Enplaned Passengers of  
11 all such Air Transportation Companies using the service or Airport space. The Common Use Formula  
12 shall be calculated each month to determine the next month's proration of Common Use Space costs  
13 using the previous month's data received from the Air Transportation Companies providing Scheduled  
14 Service at the Airport.  
15

16 H. "Common Use Space" shall mean space leased to an Airline in common with  
17 other Air Transportation Companies for which the City assesses rental charges based on the Common  
18 Use Formula.  
19

20 I. "Director" shall mean the Director of Aviation and Transit or his duly  
21 authorized representative designated by City to exercise functions with respect to the rights and  
22 obligations of City under this Operating Permit.  
23

24 J. "Effective Date" shall mean the date designated in Section 2.01.  
25

1           K.     "Enplaned Passengers" shall mean any local boarding, interline transfer, or  
2 intraline transfer passengers at the Airport.

3           L.     "FAA" shall mean the Federal Aviation Administration of the U.S.  
4 Government, or any Federal agencies succeeding to its jurisdiction.  
5

6           M.     "Ground Support Operations" shall mean the support provided for operations  
7 such as ground handling, ticketing, loading and unloading passengers, baggage, mail and freight,  
8 lavatory, potable water, preconditioned air servicing, aircraft cleaning, aircraft marshaling, and  
9 emergency or required maintenance.

10          N.     "Ground Support Operations Company" shall mean a company contracted by an  
11 Airline to provide Ground Support Operations for the Airline.  
12

13          O.     "Joint Use Formula" shall mean a formula used to pro-rate 100% of the cost of a  
14 service or Airport space among Air Transportation Companies that use such service or lease such  
15 space on the basis of that proportion that the number of each Air Transportation Company's Enplaned  
16 Passengers bears to the total number of Enplaned Passengers of all such Air Transportation Companies  
17 using the service or space. The Joint Use Formula shall be calculated each month to determine the  
18 next month's proration of Joint Use Space costs using the previous month's data received from the Air  
19 Transportation Companies.  
20

21          P.     "Joint Use Space" shall mean spaced leased to an Airline for Airline's joint use  
22 with other Air Transportation Companies for which the City assesses rental charges based on the Joint  
23 Use Formula.  
24  
25

1 Q. "Maximum Certificated Gross Landing Weight" shall mean the maximum  
2 weight, in one thousand (1,000) pound units, that each aircraft is operated by Permittee and is  
3 certificated by the FAA.

4 R. "Rules and Regulations" shall mean those nondiscriminatory rules, regulations,  
5 and ordinances promulgated by the City or the Director for the orderly use of the Airport by Air  
6 Transportation Companies and other tenants, users, guests, and passengers of the Airport as the same  
7 may be amended, modified, or supplemented from time to time to the extent that such Rules and  
8 Regulations are not inconsistent with the provisions and purposes of this Operating Permit.

9 S. "Scheduled Service" shall mean the provision of passenger Air Transportation  
10 for hire flying a particular route, at a particular time, on a regular daily, weekly, or seasonal basis, and  
11 said service will take place regardless of the number of passengers booked for that particular  
12 Scheduled Service.

13 T. "Total Landed Weight" shall mean the sum of the Maximum Certificated Gross  
14 Landing Weight for all of the Permittee's Aircraft Landings over a stated period of time.

15  
16  
17 ARTICLE 2

18 TERM

19  
20 Section 2.01 – Term

21 A. This Operating Permit shall become effective at 12:01 a.m. on June 1, 2017, and  
22 continue until midnight on May 31, 2018. This Operating Permit shall be extended automatically for  
23 successive one-year periods, provided the Permittee is not in default in its payments or other  
24 obligations to the City. The foregoing notwithstanding, this Operating Permit may be canceled at any  
25

1 time prior to expiration by either party upon thirty (30) days advance written notice. This Operating  
2 Permit shall automatically be canceled if Permittee has had no reported aircraft landings at the Airport  
3 for a period of one (1) year. The City shall notify Permittee in writing of such cancellation.  
4

5 B. However, in the event Permittee does not have landings at the Airport each  
6 month, but Permittee wishes to continue the term of this Operating Permit without automatic  
7 cancellation, as provided in Paragraph A above, Permittee shall submit a report of either Permittee's  
8 operations or non-activity each month, as provided in Section 4.02, Paragraph A.

9 Section 2.02 – National Emergency

10 In the event the rights and privileges hereunder are suspended by reason of war or other  
11 national emergency, the term of this Operating Permit shall be extended by the amount of the period of  
12 such suspension.  
13

14 ARTICLE 3

15 USE OF AIRPORT AND FACILITIES

16 Section 3.01 – Permissible Uses

17 Subject to the terms and provisions hereof and the Rules and Regulations, Permittee  
18 shall be entitled to the use, in common with others authorized, of the landing area and appurtenances  
19 of the Airport, together with all facilities, equipment, improvements, and services that have been or  
20 may hereafter be provided for common use in connection with the landing area. Such use by Permittee  
21 shall be for the sole purpose of the landing, taking off, flying, taxiing, towing, loading, and unloading  
22 of its aircraft in connection with its conduct of Air Transportation and for no other use.  
23  
24  
25

1 Section 3.02 – Terminal, Cargo, and Other Support Space

2 Permittee must arrange, at its expense, for adequate space and other facilities for:

- 3 A. The parking, loading, unloading, and servicing of its aircraft.  
4 B. The processing and handling of its cargo and/or passengers.  
5 C. Such other general offices and space as it may require at the Airport.  
6

7 For this purpose, Permittee shall, prior to effective date of this Operating Permit, enter  
8 into either a separate agreement with the City or with another Airport tenant having an agreement with  
9 the City, for the space required by it for such purpose(s). Should Permittee be operating at the Airport  
10 under contract with an Affiliate Airline, Permittee's use of the Airport and its facilities shall follow the  
11 terms and conditions identified in the Scheduled Airline Operating Agreement and Terminal Building  
12 Lease between Affiliate Airline and the City, and shall include Permittee's or its Affiliate Airline's  
13 responsibility for Terminal Building Lease rentals calculated directly for space used or charged  
14 through a Joint Use Formula or Common Use Formula.  
15

16 ARTICLE 4

17 FEES AND CHARGES

18 Section 4.01 – Landing Fee

19 A. Permittee or its Affiliate Airline shall pay the City, without notice or demand  
20 and without deduction or setoff, all applicable fees and charges during the term of this Operating  
21 Permit for the rights and privileges granted hereunder. Permittee remains responsible for all fees and  
22 charges regardless of arrangements with Affiliate Airline, if Affiliate Airline fails to pay the City.  
23  
24  
25

1           B.       All fees for the use of the airfield are combined in and represented by a monthly  
2 landing fee for a particular month and shall be calculated and determined as follows: the then-current  
3 Affiliate Airline landing fee rate per 1,000 pounds shall be multiplied by Permittee's Total Landed  
4 Weight for the month. However, landing fees shall be waived for the initial period beginning June 2,  
5 2017 and ending June 1, 2018.  
6

7           C.       The initial landing fee rate for this Operating Permit shall be \$1.58 per 1,000  
8 pounds. This initial landing fee rate shall apply for the period beginning July 1, 2016 through June 30,  
9 2017, at which time the rate will be adjusted. It shall be subject to adjustment by City annually  
10 thereafter. City also reserves the right to adjust the landing fee rate at any time in the interim period  
11 between annual adjustments to offset significant, unexpected expense increases and/or revenue  
12 shortfalls.  
13

14 Section 4.02 – Calculation of Landing Fees

15           A.       Permittee or its Affiliate Airline shall furnish to City, on or before the 10th day  
16 of each month, an accurate report, in a format to be provided by City, of Permittee's operations at the  
17 Airport during the preceding month. Said report shall include, but shall not be limited to Permittee's:

18                   1)       Total number of Aircraft Landings for the month, by type of aircraft,  
19                   Maximum Certificated Gross Landing Weight of each type of aircraft, and Total  
20                   Landed Weight for such month;  
21

22                   2)       Total number of enplaning and deplaning passengers for such month.

23                   3)       The tonnage of cargo.

24                   4)       Freight.  
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5) Mail.

B. Upon receipt of the Monthly Activity Report submitted to City by Permittee or its Affiliate Airline, City shall transmit to Permittee or its Affiliate Airline an invoice for the amount of landing fees incurred by Permittee during said month, as computed by City. Within thirty (30) days from the last day of the preceding month, and according to the invoice from City, Permittee or its Affiliate Airline shall pay its total landing fees for that preceding month, by check, payable to the City of Billings, which shall be delivered or mailed, postage prepaid to:

Director of Aviation and Transit  
Billings Logan International Airport  
1901 Terminal Circle, Room 216  
Billings, MT 59105

or such other place as may hereafter be designated by City. The acceptance by City of any payment made by Permittee or its Affiliate Airline shall not preclude City from:

- 1) Verifying the accuracy of reports submitted for Permittee, to City, as provided in Section 4.02, Paragraph A.,
- 2) Verifying the calculation of Permittee's total landing fee owed to City,
- or
- 3) Recovering any additional payment actually due from Permittee.

C. If Permittee or its Affiliate Airline fails to furnish City with the reporting required by Section 4.02, Paragraph A., Permittee's total landing fees shall be determined by assuming that the Total Landed Weight for Permittee during the preceding month was 100% of the Total Landed Weight during the most recent month for which such data is available for Permittee. Any necessary adjustment in such landing fee shall be calculated after Permittee delivers an accurate report to City for

1 the month in question. Resulting surpluses or deficits shall be applied as credits or charges to  
2 Permittee's landing fees for the next succeeding month.

3 Section 4.03 – Records of Permittee

4 Permittee shall keep and maintain a complete and adequate set of records of all the  
5 landing weights as defined herein, for the use of the Airport and payment of fees required under this  
6 Operating Permit, for three (3) years, and shall make such records available within thirty (30) days  
7 from the date Permittee receives a written request from City for inspection by City or its authorized  
8 representative at any reasonable time.

9  
10 Section 4.04 – Interest on Overdue Payments

11 Any payment not received within five (5) days after the due date shall accrue interest at  
12 the rate of 1.5% per month from the due date until paid in full.

13  
14 ARTICLE 5

15 INSURANCE AND INDEMNIFICATION

16 Section 5.01 – Insurance

17 A. Permittee shall, without expense to City, and upon commencement of the term  
18 hereof, and prior to commencement of any operations at the Airport, obtain and cause to be kept in  
19 force, liability insurance coverage, with limits as hereinafter stated. Such insurance policies, except  
20 worker's compensation/employee liability insurance, must be primary and non-contributory and  
21 endorsed naming City, its officers, agents, and employees as primary additional insureds to the full  
22 extent of Permittee's indemnity obligations hereunder.

23  
24 Such insurance shall include aviation general liability coverage, aircraft liability  
25

1 coverage, worker's compensation/employer's liability insurance, and automobile liability insurance  
2 coverage, and shall not be in amounts less than hereinafter stated. Such insurance coverage shall be  
3 provided by policies issued by a company or companies of sound and adequate financial responsibility.  
4 Such insurance policies shall contain an endorsement providing that City will be given not less than  
5 thirty (30) days notice prior to the cancellation, or material change of the provisions or coverages  
6 affecting the interests of City provided by said policies. The aviation general liability policies shall  
7 include contractual liability coverage.  
8

9           Permittee shall cause a certificate or certificates of insurance and all  
10 endorsements to be furnished to City evidencing all such insurance coverage. If City is notified that  
11 any of the coverage required herein is to be canceled or changed in such a manner as not to comply  
12 with the requirements of this Operating Permit, Permittee shall, within thirty (30) days prior to the  
13 effective date of such cancellation or change, obtain and provide City with certificates evidencing the  
14 re-establishment of the insurance coverage required hereby.  
15

16           B. Insurance limits of aviation general liability coverage and aircraft liability  
17 coverage shall be in an amount not less than One Hundred Fifty Million Dollars (\$150,000,000) per  
18 occurrence for airlines operating aircraft with one hundred (100) or more seats; not less than One  
19 Hundred Million Dollars (\$100,000,000) per occurrence for airlines operating aircraft with between  
20 ninety-nine (99) and sixty (60) seats; not less than Fifty Million Dollars (\$50,000,000) per occurrence  
21 for airlines operating aircraft with between fifty-nine (59) and twenty (20) seats; with all of the above  
22 listed limits subject to a Twenty-Five Million Dollar (\$25,000,000) per occurrence sublimit for  
23 personal injury to non-passengers, and Twenty Million Dollars (\$20,000,000) per occurrence for  
24  
25

1 airlines operating aircraft with nineteen (19) or fewer seats with a Twenty Million Dollar  
2 (\$20,000,000) per occurrence sublimit for personal injury to non-passengers. For purposes of this  
3 Paragraph, the number of seats is determined based upon the largest aircraft in Permittee's fleet that  
4 may be utilized for Scheduled Service at the Airport.  
5

6 City reserves the right to review and reasonably modify, after consultation with  
7 Permittee, the limits stated above annually, to give effect to the changing risk management  
8 environment and inflationary trends.

9 C. Permittee shall procure and maintain in force, liability insurance applicable to  
10 the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground  
11 vehicle at the Airport, including owned, non-owned, or hired, in an amount not less than \$1,500,000  
12 per occurrence.  
13

14 D. Insofar as said insurance provides protection against liability for personal injury,  
15 bodily injury, death, and property damage, City shall be included as a primary additional insured to the  
16 extent of Permittee's indemnity obligations hereunder. City shall have no liability for any premiums  
17 charged for such coverage, and the inclusion of City as a primary additional insured is not intended to,  
18 and shall not make City a partner or joint venturer with Permittee in its operations on the Airport. All  
19 insurance policies of the City and Airport, including airport commercial general liability policies, will  
20 be excess and noncontributory for Permittee's operations.  
21

22 E. Worker's Compensation/Employer's Liability Insurance shall be maintained in  
23 force by Permittee for all employees engaged in the operations under this Operating Permit. The  
24 limits of coverage shall meet the statutory requirements required for the State of Montana.  
25

1 Section 5.02 – Indemnification

2 Permittee hereby agrees to indemnify, defend, and hold harmless City, its officers,  
3 directors, agents, and employees for all damages to the real and personal property of the City, which  
4 shall be caused by any act, omission, use, occupancy, or operation of Permittee, its agents,  
5 representatives, officers, and employees on or about, or related to the Airport.  
6

7 Permittee shall indemnify, defend, and hold harmless City for all sums that City shall  
8 become obligated to pay by reason of the liability, if any, imposed by law upon City for damages  
9 relating to personal injury, bodily injury, including damages for care and loss of service, and including  
10 death at any time resulting from bodily injury, and because of injury to or destruction of property,  
11 including the loss of use thereof, provided such damages were caused by or resulted from any of the  
12 activities, omissions, or operations of Permittee, its agents, representatives, officers, employees,  
13 contractors, and independent contractors.  
14

15 In addition, with respect to any claims, actions, suits, damages, or judgments caused by  
16 or resulting from acts, omissions, or operations of Permittee, its agents, representatives, officers or  
17 employees, Permittee shall:

18 A. Investigate or cause the investigation of accidents involving such injuries.

19 B. Negotiate or cause to be negotiated all claims made, as may be deemed  
20 expedient by Permittee, and defend, or cause to be defended, suits for damages, even if groundless,  
21 false, or fraudulent, brought against the City on account of such injuries, death, or damages, in the  
22 name and on behalf of City, its officers, directors, representatives, agents, and employees.  
23

24 C. Pay and satisfy judgments finally establishing the liability of City, its officers,  
25

1 directors, representatives, agents, and employees in all actions defended by Permittee pursuant to this  
2 Section 5.02.

3 D. Pay or cause to be paid:

4 1) All costs levied against City, its officers, directors, representatives,  
5 agents, and employees in any legal proceeding defended or caused to be defended by  
6 Permittee as aforesaid.

7 2) Any interest accruing up to the date of payment by Permittee.

8 3) All premiums charged for appeal bonds required in such proceedings.

9 4) All reasonable expenses incurred by City, its officers, directors,  
10 representatives, agents, and employees for investigation, negotiation, and defense.

11 Permittee shall not, however, be liable as set forth in this Section 5.02. with respect to  
12 any bodily injury, death, or injury to or destruction of property which results solely from the  
13 negligence, or wanton or willful misconduct of City, its officers, directors, representatives, agents, or  
14 employees.

15 City shall, promptly upon receipt, give Permittee every demand, notice, summons, or  
16 other process received in any claim or legal proceeding contemplated herein. In the event City fails to  
17 give Permittee notice of any such demand, notice, summons, or other process received by City and  
18 such failure to give notice results in actual and material prejudice to Permittee in the defense of any  
19 action or legal proceeding contemplated herein, such failure or delay shall release Permittee of its  
20 liability as set forth in this Section 5.02. insofar as only the particular claim or legal proceeding is  
21 concerned, and only to the extent of such prejudice. Nothing in this Section 5.02 shall be deemed a  
22 change or modification in any manner whatsoever of the method or conditions of preserving, asserting,  
23  
24  
25

1 or enforcing any claim or legal liability against City. This Section 5.02. shall not be construed as a  
2 waiver of City's immunity.

3 Section 5.03 – Non-liability of City

4 City shall not be liable for Permittee's failure to perform any of its obligations under  
5 this Operating Permit or for any delay in the performance thereof, nor shall any such delay or failure  
6 be deemed a default by City, unless such failure to perform or delay in performance is caused by an act  
7 or omission on the part of City.

8 Permittee expressly agrees that City shall not be liable to Permittee for bodily injury or  
9 for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning,  
10 windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or  
11 acts of civil authority unless such injury or loss results from negligence of City.

12 Section 5.04 – Non-liability of Agents and Employees

13 No commissioner, councilman, director, officer, agent, or employee of either party shall  
14 be charged personally or held contractually liable by or to the other party under any term or provision  
15 of this Operating Permit or because of any breach thereof or because of its or their execution or  
16 attempted execution.

17 ARTICLE 6

18 ASSIGNMENT AND MERGER

19 Section 6.01 – Assignment or Transfer

20 Permittee shall not at any time assign or transfer any right granted under this Operating  
21 Permit to any party other than a wholly owned subsidiary of Permittee, and provided the prior written  
22 approval of City is obtained. Any attempted assignment or transfer in violation of the provisions  
23  
24  
25

1 hereof shall be null and void and a default hereunder. No assignment or transfer shall relieve  
2 Permittee of its responsibility for payment of fees and performance of all other obligations prior to a  
3 City approved assignment or transfer.

4  
5 Section 6.02 – Merger

6 Section 6.01 shall not prevent the assignment of this Operating Permit to any  
7 corporation with which Permittee may merge or consolidate, or which may succeed to the business of  
8 Permittee pursuant to a merger or consolidation; however, due notice of any such assignment shall be  
9 given to City within thirty (30) days after such merger, consolidation, or succession.

10 Section 6.03 – Successors and Assigns

11 All of the terms, covenants, and agreements herein contained, or subsequently amended  
12 from time to time, shall be binding on and inure to the benefit of the successors and assigns of the  
13 parties hereto.

14  
15 ARTICLE 7

16 COMPLIANCE WITH LAW AND NONDISCRIMINATION

17 Section 7.01 – Compliance with Law.

18 Permittee shall at all times during the term of this Operating Permit, comply with all  
19 applicable laws of the United States and of the State of Montana, and with all applicable Rules and  
20 Regulations of any of the foregoing or of any department thereof, or of the City, including not only  
21 laws, Rules and Regulations now in effect, but also all of the foregoing hereafter prescribed or  
22 promulgated by authority or by law during the term of this Operating Permit.  
23  
24  
25

1 Permitee shall not use the Airport or any part thereof, or permit the same to be used by  
2 any of its officers, employees, agents, representatives, invitees, or licensees, for any illegal purposes.

3 Section 7.02 – Nondiscrimination.

4 A. General. In the use and occupation of the Airport, Permitee shall not  
5 discriminate against any person or class of persons by reason of race, color, religion, sex, national  
6 origin or ancestry, age, or disability. Additionally, for the services provided during the use and  
7 occupation of the Airport, Permitee shall furnish said services on a reasonable and not unjustly  
8 discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices  
9 for each unit of service, provided that the Permitee may be allowed to make reasonable and  
10 nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.  
11

12 B. Civil/Human Rights Laws. In the operation and use of the Airport, Permitee  
13 shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,  
14 discriminate or permit discrimination against any person or group of persons in any manner prohibited  
15 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the  
16 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as  
17 may be applicable.  
18

19 Without limiting the generality of the foregoing, Permitee agrees to not  
20 discriminate against any employee or applicant for employment because of race, color, religion, sex,  
21 national origin or ancestry, age, or disability. Permitee agrees to take affirmative action to ensure that  
22 applicants are employed, and that employees are treated during employment, without regard to their  
23 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but  
24  
25

1 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment  
2 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;  
3 and disciplinary actions and grievances. Permittee agrees to post, in conspicuous places available to  
4 employees and applicants for employment, notices to be provided setting forth the provisions of this  
5 nondiscrimination clause.  
6

7 C. Permittee, for itself, its heirs, personal representatives, successors in interest,  
8 and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant  
9 running with the land that, in the event improvements are constructed, maintained, or otherwise  
10 operated on the Airport for a purpose for which a United States Department of Transportation program  
11 or activity is extended or for another purpose involving the provision of similar services or benefits,  
12 Permittee shall maintain and operate such improvements and services in compliance with all other  
13 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs  
14 of the Department of Transportation), as said regulations may be amended.  
15

16 D. Permittee, for itself, its heirs, personal representatives, successors in interest,  
17 and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a  
18 covenant running with the land that:  
19

20 1) No person on the grounds of race, color, religion, sex, national origin or  
21 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
22 of, or otherwise be subjected to discrimination in the use of said improvements.

23 2) No person on the grounds of race, color, religion, sex, national origin or  
24 ancestry, age, or disability shall be excluded from participation in, denied the benefits  
25

1 of, or otherwise be subjected to discrimination in the construction of any  
2 improvements on, over, or under such land and the furnishing of services thereon.

3 3) Permittee shall use the facilities in compliance with all other  
4 requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in  
5 Federally Assisted Programs of the Department of Transportation), as said regulations  
6 may be amended.  
7

8 Permittee assures that it will undertake an affirmative action program as  
9 required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color,  
10 religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any  
11 employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered  
12 in any applicable State or Local law. Permittee assures that no person shall be excluded on these  
13 grounds from participating in or receiving the services or benefits of any program or activity covered  
14 by this Article 7.  
15

16 E. During the performance of this Lease, the Permittee, for itself, its assignees, and  
17 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,  
18 including, but not limited to:  
19

20 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78  
21 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

22 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of  
23 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of  
24 1964);  
25

1                   3)    The Uniform Relocation Assistance and Real Property Acquisition  
2 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons  
3 displaced or whose property has been acquired because of Federal or Federal aid  
4 programs and projects);

5                   4)    Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*),  
6 as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

7                   5)    The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*  
8 *seq.*) (prohibits discrimination on the basis of age);

9                   6)    Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,  
10 § 47123) as amended (prohibits discrimination based on race, creed, color, national  
11 origin, or sex);

12                   7)    The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the  
13 scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age  
14 Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding  
15 the definition of the terms "programs or activities" to include all of the programs or  
16 activities of the Federal aid recipients, sub-recipients, and contractors, whether such  
17 programs or activities are Federally funded or not);

18                   8)    Titles II and III of the Americans with Disabilities Act of 1990, which  
19 prohibit discrimination on the basis of disability in the operation of public entities,  
20 public and private transportation systems, places of public accommodation, and certain  
21 testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of  
22 Transportation regulations at 49 CFR Parts 37 and 38;  
23  
24  
25

1                   9)    The Federal Aviation Administration's Nondiscrimination statute (49  
2 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin,  
3 and sex);

4                   10)   Executive Order 12898, Federal Actions to Address Environmental  
5 Justice in Minority Populations and Low Income Populations, which ensures  
6 discrimination against minority populations by discouraging programs, policies, and  
7 activities with disproportionately high and adverse human health or environmental  
8 effects on minority and low income populations;

9                   11)   Executive Order 13166, Improving Access to Services for Persons with  
10 Limited English Proficiency (LEP), and resulting agency guidance, national origin  
11 discrimination includes discrimination because of LEP. To ensure compliance with  
12 Title VI, you must take reasonable steps to ensure that LEP persons have meaningful  
13 access to your programs (70 Federal Regulations at 74087 – 74100);

14                   12)   Title IX of the Education Amendments of 1972, as amended, which  
15 prohibits you from discriminating because of sex in education programs or activities  
16 (20 U.S.C. 1681 *et seq.*).

17  
18  
19 Section 7.03 – Noncompliance.

20                   Noncompliance with this Article 7, after timely notice by City to Permittee of such  
21 noncompliance and a failure to substantially remedy such noncompliance within a reasonable period,  
22 shall constitute a material breach thereof. In the event of such noncompliance, City shall have the  
23 right to terminate this Operating Permit and the estate hereby created without liability therefore or, at  
24

1 the election of the City or the United States, either or both said governments shall have the right to  
2 judicially enforce Article 7.

3 ARTICLE 8

4 HAZARDOUS SUBSTANCES

5 Section 8.01 – Hazardous Substances

6 Permittee assumes full responsibility for the proper and legal use, handling, storage,  
7 and disposal of any hazardous substances used or consumed in Permittee's occupancy or conduct of its  
8 business. The storm water system shall not be used to dispose of any substance. "Hazardous  
9 substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic or  
10 radioactive substance, or other similar term by any Federal, State or Local environmental law,  
11 regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules  
12 may be amended from time to time; and it shall be interpreted to include, but not be limited to, any  
13 substance which after release into the environment will or may reasonably be anticipated to cause  
14 sickness, death or disease. Permittee will hold City harmless from and indemnify City against and  
15 from any damage, loss, expenses or liability resulting from any breach of these representations and  
16 warranty, including all attorneys' fees and costs incurred as a result thereof.

17 ARTICLE 9

18 NOTICES

19 Section 9.01 – Delivery of Notices

20 A. Notices required herein shall be given by registered or certified mail or by any  
21 similar recognized handler of express mail by sending the same in the continental United States,  
22 postage prepaid. Either party shall have the right, by giving written notice to the other, to change the  
23  
24  
25

1 address at which its notices are to be received. Until any such change is made, notices shall be  
2 delivered as follows:

3 When to City, to:

4  
5 Director of Aviation and Transit  
6 Billings Logan International Airport  
7 1901 Terminal Circle, Room 216  
8 Billings, MT 59105

9 When to Permittee, to:

10 John Nicks, VP Corporate Services  
11 Envoy Air Inc.  
12 4301 Regent Boulevard  
13 Irving, TX 76063  
14 Phone: 972-374-9160  
15 E-mail: john.nicks@aa.com

16 B. If notice is given in any other manner or at any other place, it shall also be given  
17 at the place and in the manner specified in Section 9.01, Paragraph A.

## 18 ARTICLE 10

### 19 MISCELLANEOUS

#### 20 Section 10.01 – Removal of Disabled Aircraft

21 Permittee shall promptly remove any of its disabled aircraft from any part of the  
22 Airport, including runways and taxiways, and place any such disabled aircraft in such storage areas as  
23 may be designated by City, subject to the direction of the appropriate Federal agency (NTSB/FAA) in  
24 charge. Permittee may store such disabled aircraft only for such length of time and on such terms and  
25 conditions as may be established by City.

1           If, after approval by the appropriate Federal agency (NTSB/FAA), the Permittee fails to  
2 remove any of its disabled aircraft promptly, in accordance with this Section 10.01, City may, but shall  
3 not be obligated to, cause the removal of such disabled aircraft. Permittee shall reimburse City for all  
4 costs of such removal.  
5

6           Section 10.02 – Taxes

7           A.     Permittee shall pay all taxes (including any future or current possessory interest  
8 tax), assessments, and charges of a like nature, if any, that at any time during the term of this  
9 Operating Permit may be levied against Permittee or become a lien by virtue of any levy, assessment,  
10 or charge against Permittee by the Federal government, the State of Montana, any municipal  
11 corporation, any government successor in authority to the foregoing or any other tax or assessment  
12 levying bodies, in whole or in part, on or in respect to any of the rights granted under this Operating  
13 Permit or such facilities of the Airport as are made available for use by Permittee hereunder, or in  
14 respect to or upon any personal property belonging to Permittee situated on the Airport. Such payment  
15 shall not be considered part of Airport revenue. Payment of such taxes, assessments, and charges,  
16 when and if levied or assessed, shall be paid by Permittee directly to the taxing or assessing authority  
17 charged with collection thereof.  
18

19           B.     Permittee may, at its own expense, contest the amount or validity of any tax or  
20 assessment directly against the taxing or assessing authority. Permittee shall indemnify City from all  
21 taxes, penalties, costs, expenses, and attorneys' fees incurred by City resulting directly or indirectly  
22 from all such tax contests.  
23  
24  
25

1           C.     On any termination of this Operating Permit, all lawful taxes then levied or a  
2     lien on any of Permittee's property or taxable interest at the Airport shall be paid in full by Permittee  
3     forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs  
4     during the interval between the attachment of the lien and the issuance of the statement.  
5

6     Section 10.03 – Subordination to Agreements with the U.S. Government

7           A.     This Operating Permit is subject and subordinate to the provisions of any  
8     agreements heretofore or hereafter made between City and the United States, relative to the operation  
9     or maintenance of the Airport, the execution of which has been required as a condition precedent to  
10    the transfer of Federal rights or property to City for Airport purposes, or to the expenditure of Federal  
11    funds for the improvement or development of the Airport, including the expenditure of Federal funds  
12    for the development of the Airport in accordance with the provisions of the Federal Aviation Act of  
13    1958, as it has been amended from time to time. City covenants that it has no existing agreements  
14    with the United States in conflict with the express provisions hereof.  
15

16          B.     This Operating Permit and all the provisions hereof shall be subject to whatever  
17    right the U.S. Government now has, or in the future may have or acquire, affecting the control,  
18    operation, regulation, and taking over of said Airport or the exclusive or nonexclusive use of the  
19    Airport by the United States during the time of war or national emergency.  
20

21     Section 10.04 – Attorney's Fees

22                 Should either party employ an attorney or attorneys or utilize the services of in-house  
23    attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under  
24    this Operating Permit, the non-prevailing party in any action pursued in a court of competent  
25

1 jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and  
2 attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

3 Section 10.05 – Governing Law

4 This Operating Permit and all disputes arising hereunder shall be governed by the laws  
5 of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana,  
6 Thirteenth Judicial District Court, Yellowstone County, Montana.  
7

8 Section 10.06 – Effect of Invalid Provision

9 If any term or provision of this Operating Permit or the application thereof to any  
10 person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Operating  
11 Permit, or the application of such terms or provisions to persons or circumstances other than those to  
12 which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this  
13 Operating Permit shall be valid and enforced to the fullest extent permitted by law.  
14

15 Section 10.07 – Cross-References

16 References in the text of this Operating Permit to articles or sections, pertain only to  
17 articles or sections of this Operating Permit, unless otherwise specified.  
18

19 Section 10.08 – Modification and Amendments

20 This Operating Permit may be amended or modified by the City from time to time,  
21 upon provision of thirty (30) days written notice to Permittee. Changes or modifications to this  
22 Operating Permit shall be in the form of a written Operating Permit Amendment, to be agreed upon  
23 and signed by both the City and Permittee.  
24  
25

1 Section 10.09 – Paragraph Headings

2           The headings of the articles and sections of this Operating Permit are inserted only as a  
3 matter of convenience and for reference and in no way define, limit, or describe the scope or intent of  
4 any provisions of this Operating Permit and shall not be construed to affect in any manner the terms  
5 and provisions hereof or the interpretation or construction thereof.  
6

7           IN WITNESS WHEREOF, the parties have executed this Operating Permit as of the  
8 day and year first above written.  
9

10 ATTEST:

CITY OF BILLINGS

11  
12 BY \_\_\_\_\_  
13           CITY CLERK

BY \_\_\_\_\_  
MAYOR

14 APPROVED AS TO FORM

ENVOY AIR INC.

15  
16 BY \_\_\_\_\_  
17           CITY ATTORNEY

18 BY  \_\_\_\_\_  
19           JOHN NICKS  
20           VP CORPORATE SERVICES  
21  
22  
23  
24  
25

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Tax Increment Funding for Pocket Park Construction at N. 27th and 3rd Ave. North

**PRESENTED BY:** Bruce McCandless, Assistant City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

The northwest quadrant of North 27th Street and Third Avenue North is occupied by the First Congregational United Church of Christ (FCC), including a small green space on the church's north side. The FCC and City agreed in 1978 to use this area as a waiting area for MET bus transfers. Bushes, trees and outdoor seating were constructed and used until the City built its new transfer station on North 25th Street. The area deteriorated over time and last year, the Business Improvement District (BID) and the church removed most of the improvements and ran power into the area. The Downtown Billings Partnership (DBP) and BID would like to reconstruct the green space amenities and turn the area into a "pocket park." The DBP Board is requesting that the City Council approve up to \$200,000 for the pocket park's construction.

**ALTERNATIVES ANALYZED**

City Council may approve up to \$200,000 for a pocket park on Third Avenue North at North 27th Street, or it may disapprove the funding. If the City Council denies funding, the DBP will have to search for other funding or abandon the project.

**FINANCIAL IMPACT**

The Downtown Tax Increment District Fund 203 has a current cash balance of \$630,000, plus an estimated 2016 2nd half tax collection of about \$1.1 million that the City will receive in June.

**RECOMMENDATION**

The DBP Board of Directors recommends that the City Council appropriate up to \$200,000 for construction of a pocket park on the First Congregational United Church of Christ (FCC) property at North 27th Street and Third Avenue North.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Sidewalk Easement fronting St. Thomas Church

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

**Department:** Public Works

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**PROBLEM/ISSUE STATEMENT**

St. Thomas Church, located at the corner of Colton Boulevard and Woody Drive, constructed an addition this past summer. With the addition, they constructed a traffic pull out on Colton to drop people off at the church. The sidewalk was constructed around the pull out on private property with the condition that a sidewalk easement be established.

**ALTERNATIVES ANALYZED**

The Council may:

- Accept the sidewalk easement; or
- Do not accept the sidewalk easement. If an easement does not exist, the church will be required to construct additional sidewalk along Colton Boulevard. The grades may make this difficult.

**FINANCIAL IMPACT**

There is no financial impact because the property owner is donating the sidewalk easement.

**RECOMMENDATION**

Staff recommends that the City Council accept the sidewalk easement from St Thomas Church.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

- Sidewalk Easement
  - Exhibit A
  - Exhibit B
  - Picture of Pull out
  - Picture of Pull out
-

## **PUBLIC SIDEWALK EASEMENTS**

Parcel Number: 03-1032-35-4-19-01-0000

THIS CONVEYANCE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Roman Catholic Bishop of Great Falls, as property owner and party of the first part, Grantor, and the City of Billings, a municipal corporation organized pursuant to the laws of the State of Montana as party of the second part, Grantee.

KNOW ALL MEN BY THESE PRESENTS THAT Grantor, owner of the property as shown on Exhibit "A" and "B" attached hereto and made a part hereof, does hereby grant and convey, subject to the conditions and limitations herein set forth, to the Grantee exclusive PUBLIC SIDEWALK EASEMENTS, to construct a public sidewalk over, upon, and across the herein described real estate. Said Public Sidewalk Easements locations being a portion of Lot 1, Block 1, of the St. Thomas Subdivision and being further described as: Exhibit "A" and "B".

TO HAVE AND TO HOLD, the same unto the said Grantee, together with all the rights and privileges incident to the use and enjoyment thereof, including the right to install, construct, and maintain a public sidewalk, over, under, and across the above described premises, including providing regulatory enforcement.

Grantor agrees to maintain sidewalk in accordance with City of Billings Municipal Codes.

Maintenance. The Grantor agrees to supply all materials, labor and equipment to construct the public sidewalk. The Grantee agrees to provide regulatory enforcement of the usage of this public sidewalk easement in accordance with City of Billings Municipal Codes applicable to public right-of-ways.

The Owner agrees not to build any kind of permanent structure which will prevent access to the easement.

The Grantor acknowledges that they are the lawful owner(s) and seized of the real property over which and upon which the easements described herein are granted, and that they have good and lawful right and authority to grant said easements.

Binding Effect. This grant of Easements, which shall be recorded at the Yellowstone County Clerk and Recorder's office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Roman Catholic Bishop of Great Falls

STATE OF MONTANA                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, proven to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal on the day, month, and year in this certificate first above written.

(SEAL)

\_\_\_\_\_  
Printed Notary Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
MM/DD/YYYY

**CITY OF BILLINGS ACCEPTANCE**

This easement is accepted and its terms and conditions agreed to by the City of Billings on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

APPROVAL:

\_\_\_\_\_  
Denise Bohlman  
City Clerk

\_\_\_\_\_  
Thomas W. Hanel  
Mayor

(SEAL)

# EXHIBIT A

## EASEMENT DESCRIPTIONS

### EASEMENT 1

A PUBLIC SIDEWALK EASEMENT LOCATED ON A PORTION OF LOT 1, BLOCK 1, OF THE ST. THOMAS SUBDIVISION, IN THE OFFICE OF THE YELLOWSTONE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, PRINCIPAL MERIDIAN, MONTANA, COUNTY OF YELLOWSTONE, STATE OF MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S89°55'37"E ALONG THE NORTHERLY LINE OF SAID LOT, 11.51 FEET; THENCE S31°13'10"W, 6.53 FEET; THENCE S76°22'07"W, 4.84 FEET; THENCE S45°35'41"W, 2.85 FEET; THENCE S14°49'16"W, 4.72 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE N0°46'06"W ALONG SAID WESTERLY LINE TO THE **POINT OF BEGINNING**; CONTAINING 69 SQUARE FEET, MORE OR LESS.

### EASEMENT 2

AN EIGHT (8) FOOT WIDE PUBLIC SIDEWALK EASEMENT CENTERED ON THE SIDEWALK AS CONSTRUCTED, ON A PORTION OF LOT 1, BLOCK 1, OF THE ST. THOMAS SUBDIVISION, IN THE OFFICE OF THE YELLOWSTONE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, PRINCIPAL MERIDIAN, MONTANA, COUNTY OF YELLOWSTONE, STATE OF MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S89°55'37"E ALONG THE NORTHERLY LINE OF SAID LOT, 34.85 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE S89°55'37"E, 8.00 FEET; THENCE SOUTH, 16.68 FEET; THENCE EAST, 152.11 FEET; THENCE N45°00'00"E, 23.28 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE S89°55'37"E, 11.30 FEET; THENCE S45°00'00"W, 34.57 FEET; THENCE WEST, 163.49 FEET; THENCE N0°09'52"E, 24.69 FEET TO THE **POINT OF BEGINNING**; CONTAINING 1,660 SQUARE FEET, MORE OR LESS.

Drawn By \_\_\_\_\_ CDK  
Checked By \_\_\_\_\_ GSB  
Date \_\_\_\_\_ 4/24/17  
CTA # STTHOMAS\_2015  
Cad File: \_\_\_\_\_ STNOSV10



LIVINGSTON, MT  
(406)222-0104  
Fax (406)222-1007

## PUBLIC SIDEWALK EASEMENTS

GRANTOR: ROMAN CATHOLIC BISHOP  
OF GREAT FALLS  
GRANTEE: CITY OF BILLINGS

EXHIBIT

A

REF SHEET#

SHEET#

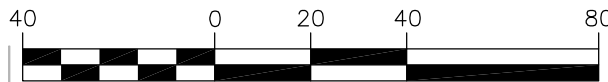
# EXHIBIT B



Line Table		
Line #	Bearing	Distance
L1	S89°55'37"E	11.51'
L2	S31°13'10"W	6.53'
L3	S76°22'07"W	4.84'
L4	S45°35'41"W	2.85'
L5	S14°49'16"W	4.72'
L6	N0°46'06"W	13.30'
L7	S89°55'37"E	34.85'

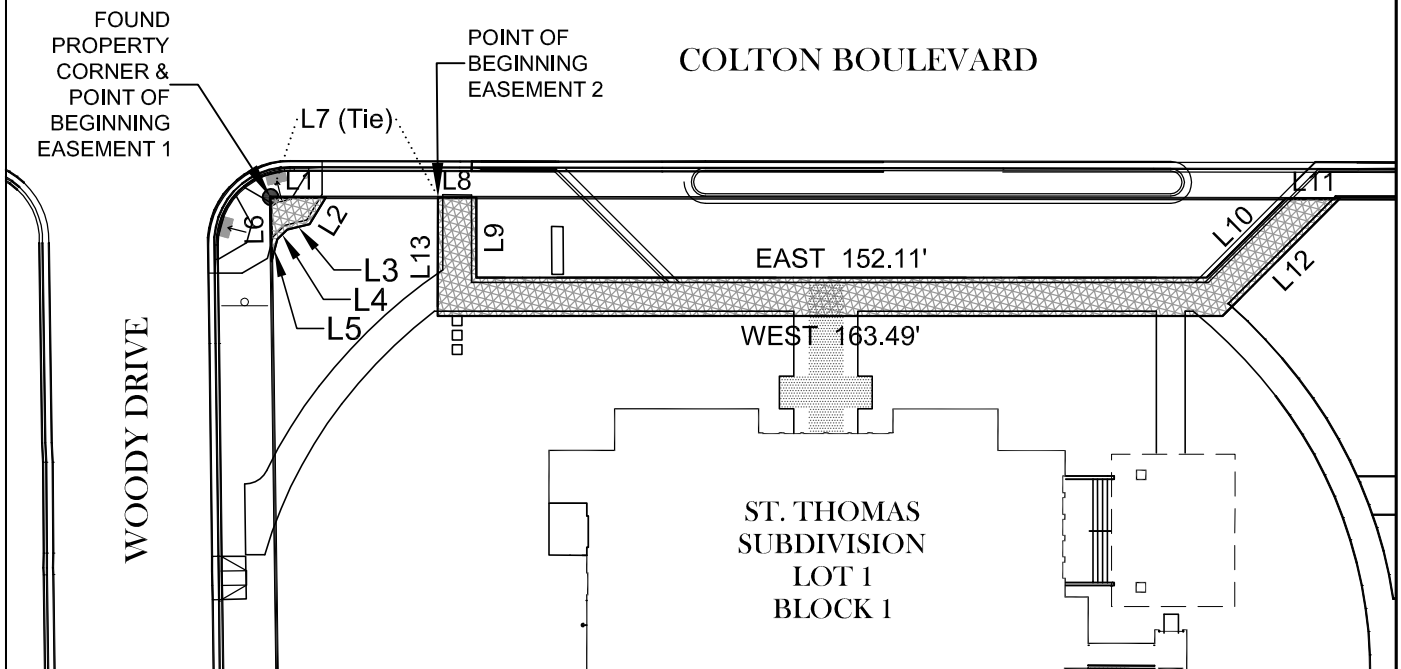
Line Table		
Line #	Bearing	Distance
L8	S89°55'37"E	8.00'
L9	SOUTH	16.68'
L10	N45°00'00"E	23.28'
L11	S89°55'37"E	11.30'
L12	S45°00'00"W	34.57'
L13	N0°09'52"E	24.69'

GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

ALLEY



Drawn By \_\_\_\_\_ CDK  
 Checked By \_\_\_\_\_ GSB  
 Date \_\_\_\_\_ 4/24/17  
 CTA # STTHOMAS\_2015  
 Cad File: STNOSV10



LIVINGSTON, MT  
 (406)222-0104  
 Fax (406)222-1007

**PUBLIC SIDEWALK EASEMENTS**  
 GRANTOR: ROMAN CATHOLIC BISHOP  
 OF GREAT FALLS  
 GRANTEE: CITY OF BILLINGS

EXHIBIT **B**  
 REF SHEET#  
 SHEET#





**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Resolution Notifying Election Administrator of Mail Ballot

**PRESENTED BY:** Tina Volek, City Administrator

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Municipal elections are held every two years on odd numbered years, therefore, 2017 is a municipal election year. The Primary election date for this election cycle is September 12, 2017, and the General election date is November 7, 2017. Pursuant to Montana Code Annotated (MCA) Section 13-19-104, a municipality may conduct a mail ballot election in coordination with the County Election Administrator. Pursuant to MCA 13-19-202, a municipality may request the County Election Administrator to plan and conduct a mail ballot election through a Resolution approved by the governing body. The final decision on conducting a mail ballot election is within the sole discretion of the County Election Administrator under MCA 13-19-202(3). However, according to our County Election Administrator Bret Rutherford, local mail ballot elections historically have improved voter participation and have been less costly to conduct than traditional polling place elections. The Resolution attached to this memo requests the County Election Administrator to study and respond back to the Mayor and City Council concerning whether the mail ballot election is economically and administratively feasible as provided in MCA 13-19-202(2). The Election Administrator is required by MCA 13-19-205 to respond back to the governing body with this information within five (5) days after receiving the Resolution.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the attached Resolution requesting the County Election Administrator to consider a mail ballot election; or,
- Disapprove the Resolution requesting a mail ballot election.

**FINANCIAL IMPACT**

As reported by Yellowstone County Election Administrator Bret Rutherford, mail ballot elections result in greater voter participation than traditional polling place elections and are less costly for the municipality to conduct. Mr. Rutherford has estimated that using the current number of registered voters as a reference, the cost of the 2017 mail ballot election will be approximately \$68,481 at \$1 per registered voter for a Primary election, if needed, compared to the costs of a Primary election using the traditional polling place voting which would cost approximately \$102,623.

For the General election, the costs would be the same as above; a mail ballot would cost approximately \$68,481 at \$1 per registered voter for the General election compared to the cost of a General election using the traditional polling place voting which would cost approximately \$102,623.

The cost of the primary and general elections are included in the proposed FY 2018 budget.

## **RECOMMENDATION**

Staff recommends that the City Council approve the attached Resolution requesting a mail ballot election for the 2017 municipal elections.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Draft Resolution - Mail Ballot Municipal Election

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**RESOLUTION 17-\_\_\_\_\_**

**A RESOLUTION OF THE BILLINGS CITY COUNCIL NOTIFYING THE YELLOWSTONE COUNTY ELECTION ADMINISTRATOR OF THE CITY'S DESIRE TO CONDUCT THE 2017 CITY PRIMARY (IF HELD) AND THE 2017 GENERAL ELECTIONS BY MAIL BALLOT IN ACCORDANCE WITH SECTION 13-19-202, MONTANA CODE ANNOTATED.**

**WHEREAS**, voter turnout in Billings municipal elections has historically been low; and  
**WHEREAS**, Montana law provides a method for conducting mail ballot elections for local elections; and

**WHEREAS**, mail ballot elections statistically increase voter turnout in elections; and

**WHEREAS**, the Yellowstone County Election Administrator, Bret Rutherford, informed the City Council that the costs of conducting a mail ballot area always going to be less than the costs of conducting a polling place election; and

**WHEREAS**, mail ballot elections remove barriers that keep people from getting to the polls, give people more time to study candidates and issues, and has built-in safeguards that increase the integrity of the election process; and

**WHEREAS**, the City may hold a Primary Election on September 12, 2017, as required by Section 13-1-107(2), MCA; and

**WHEREAS**, Section 13-14-115(2), MCA, provides:

- (a) The election administrator of the political subdivision may determine that a primary election need not be held if:
  - i. The number of candidates for an office exceeds three times the number to be elected to that office in no more than one-half of the offices on the ballot; and
  - ii. The number of candidates in excess of three times the number to be elected is not more than one for any office on the ballot; and
- (b) If the election administrator determines that a primary election need not be held pursuant to subsection (2)(a), the administrator shall give notice to the governing body that a primary election will not be held; and

**WHEREAS**, Section 13-14-115(3), MCA, states a governing body may require that a primary election be held if it passes a resolution not more than 10 days after the close of filing by candidates for election stating that a primary election must be held; and

**WHEREAS**, the City of Billings will hold a General Election on November 7, 2017, as required by Section 13-1-104(2), MCA; and

**WHEREAS**, pursuant to Section 13-19-104, MCA, such elections can be conducted by a mail ballot election and pursuant to Section 13-19-202, MCA, the City of Billings may notify the County Election Administrator of its intent to conduct a mail ballot election; and

**WHEREAS**, the Election Administrator shall prepare a written plan, including a timetable, for the conduct of the elections and shall submit it to the Secretary of State at least 60 days prior to the date set for the election in accordance with Section 13-19-205, MCA; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA**, that the City Council of the City of Billings hereby notifies the Yellowstone County Election Administrator of the City's desire to conduct the 2017 City Primary (if held) and the 2017 General Election by mail ballot in accordance with Section 13-19-202, MCA.

**BE IT FURTHER RESOLVED THAT**, except as provided in Section 13-19-204, MCA, the decision to conduct an election under the provisions of Section 13-19-202, MCA, is within the sole discretion of the Election Administrator.

**BE IT FURTHER RESOLVED THAT**, the City Clerk is hereby directed to forward a certified copy of this resolution to the Yellowstone County Election Administrator in accordance with the provisions of Section 13-19-202, MCA.

**BE IT FURTHER RESOLVED THAT**, within five (5) days of receiving this request, the Election Administrator shall respond to the Billings City Clerk in writing stating that this request is either granted or denied for reasons specified. If granted, the Election Administrator shall prepare a plan as provided in Section 13-19-205, MCA.

**APPROVED AND PASSED** by the City Council of the City of Billings this \_\_\_\_ day of \_\_\_\_\_, 2017.

THE CITY OF BILLINGS

By: \_\_\_\_\_  
Thomas W. Hanel, MAYOR

ATTEST:

By: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Land Purchase for Roundabout and Storm Drain Improvements at 62nd Street West & Rimrock Road

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

**Department:** Public Works

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**PROBLEM/ISSUE STATEMENT**

The City has determined the need for a stormwater storage facility on the west end of the City to accommodate the stormwater runoff from future development. It has also been determined that the intersection of 62nd Street West & Rimrock Road will be reconstructed as a roundabout by a separate project (administered by the Montana Department of Transportation). The City approached the owner of the lots adjacent to the southwest corner of this intersection. However, the City only needs one lot and a portion of the other two lots for the stormwater and roundabout improvements. The property owner and the City have agreed to an exempt lot-line revision to create a new lot that encompasses the City's needs. Accordingly, Lot 23-A of Sunnycove Fruit Farms Subdivision has been identified as a location for the stormwater storage facility and the proposed roundabout. The lot-line revision will be processed upon approval from City Council on the sale of Lot 23-A (this memo). Two appraisals of this lot and a third independent review of the two appraisals were performed as outlined in the City's purchasing policies. The independent review of the appraisals determined the value of this land to be \$277,000.00. Approval of this contract will authorize the City to purchase this land.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the contract authorizing the City to purchase this land and for the Mayor to execute necessary documents; or,
- Do not approve the contract authorizing the City to purchase this land and the City will not purchase this property. This will make it infeasible to build a roundabout in the future, and the City will need to find other land to manage future stormwater concerns.

**FINANCIAL IMPACT**

Funding for the purchase of this land will use Storm Drain Funds. The appraised value of the land is \$277,000.00.

**RECOMMENDATION**

Staff recommends that the City Council approve the contract and authorize the purchase of this land for \$277,000.00.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

R/W Agreement  
Warranty Deed



***CITY OF BILLINGS  
PUBLIC WORKS DEPARTMENT***

Project: WO 16-22  
County: Yellowstone  
Designation: 62<sup>nd</sup> Street West & Rimrock Road

## **PURCHASE AGREEMENT**

Parcel from Station-To-Station Subdivision Section Township Range:

Lot 23-A, of Sunnycove Fruit Farms Subdivision, Document No. \_\_\_\_\_, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Rocco Granata  
c/o Dirk Bauwens  
2436 Glengarry Lane  
Billings, MT 59101

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THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between City of Billings, a political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Rocco Granata, c/o Dirk Bauwens, 2436 Glengarry Lane, Billings, MT, herein called "GRANTOR."

The parties agree as follows:

1. CITY shall pay GRANTOR such sums of monies as set out below. GRANTOR agrees to pay all taxes and assessments due and owing, including those for year 2017. GRANTOR shall execute and deliver to CITY a notarized instrument of conveyance corresponding to the interest being acquired.
2. This agreement shall not be binding unless and until approved of and accepted by the CITY's authorized representative.
3. The parties have, herein, set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right of way and shall relieve the CITY of all future claims or obligations on that account or on account of the location, and construction of the proposed road improvements. GRANTOR represents

that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they have observed or have been informed. In the alternative, if GRANTOR has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

4. CITY shall pay GRANTOR for 348 square feet of fee ownership as follows:

15.603 acres by deed	\$277,000.00
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5. CITY shall make payment to GRANTOR by a check in the amount of \$277,000.00, to be made payable to Rocco Granata and mailed to c/o Dirk Bauwens, 2436 Glengarry Lane, Billings, MT.

6. It is understood and agreed that CITY is acquiring this right-of-way to construct a storm drain detention facility. These Improvements shall be of no cost or expense to GRANTOR and shall be maintained according to CITY's policy in effect at such time maintenance is necessary. CITY further agrees that any future modifications to the existing property necessary to reasonably match these Improvements shall be at no cost or expense to GRANTOR.

7. This agreement, upon execution by an agent of CITY and presentation to GRANTOR so designated, constitutes a written offer of compensation in the full amount of the appraised value, a summary of the property and property rights being acquired and notice that possession need not be given until payment has been received by GRANTOR.

**WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year as written below.

**RECOMMENDED FOR APPROVAL**

**GRANTORS**

\_\_\_\_\_  
Project Coordinator For City of Billings (Date)

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

**APPROVED OF AND ACCEPTED FOR ON BEHALF OF  
THE CITY OF BILLINGS:**

BY: \_\_\_\_\_  
Thomas W. Hanel , MAYOR (Date)

**ATTEST:**

BY: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK (Date)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brent Brooks, CITY ATTORNEY (Date)

## WARRANTY DEED

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, in consideration of \$277,000.00 (two hundred seventy-seven thousand dollars) paid by the **City of Billings**, the receipt of which is acknowledged, **witnesses that**,

Rocco Granata,  
c/o Dirk Bauwens  
2436 Glengarry Lane  
Billings, MT 59101

**(Grantors)** do hereby **grant, warrant, sell, bargain and convey** to the **City of Billings (Grantee)**, a political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, MT 59103, the following described real property:

A tract of land situated in the NE1/4 of Section 36, T.1N., R.24E., P.M.M., Yellowstone County, Montana. Being Lot 23-A of the Amended Plat of Lots 9, 10 and 23 of Sunnycove Fruit Farms Subdivision, Recorded in the office of the Yellowstone County Clerk and Recorders this \_\_\_\_\_ day of \_\_\_\_\_, 2017, under Document Number \_\_\_\_\_. Said tract of land containing 15.603 Acres, more or less.

**As shown by Exhibit "A"**, attached hereto and made part hereof.

**Purpose of Acquisition** is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to §76-3-201(1)(h), MCA, as a division of land that creates rights-of-way or utility sites.

**Excepting and reserving to Grantors**, however, all gas and oil, hydrocarbons and any other materials, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the surface thereof shall not be disturbed, interfered with or damaged. This reservations does not include sand, gravel and other road building materials, which are conveyed by this Deed.

**Further excepting and reserving** unto the **Grantors**, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any,

including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the **Grantee**.

**Grantors** further expressly waive and relinquish all rights, as owners or successors in interest provided under law, for any preference to repurchase all or a portion of this property should it be determined no longer to be necessary for **Grantee's** purposes.

**To have and to hold** the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **Grantee**, and to its successors and assigns forever.

**This Deed** was executed on the date of its last acknowledgment.

By: \_\_\_\_\_  
Rocco Granata, Owner

STATE OF MONTANA            )  
  : ss.  
County of Yellowstone        )

This instrument was signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Rocco Granata.

(SEAL/STAMP)

\_\_\_\_\_  
Notary Signature

**CITY OF BILLINGS ACCEPTANCE**

This deed is accepted and its terms and conditions agreed to by the City of Billings on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

APPROVAL:

\_\_\_\_\_  
Denise R. Bohlman, City Clerk

\_\_\_\_\_  
Thomas W. Hanel, Mayor

(SEAL)

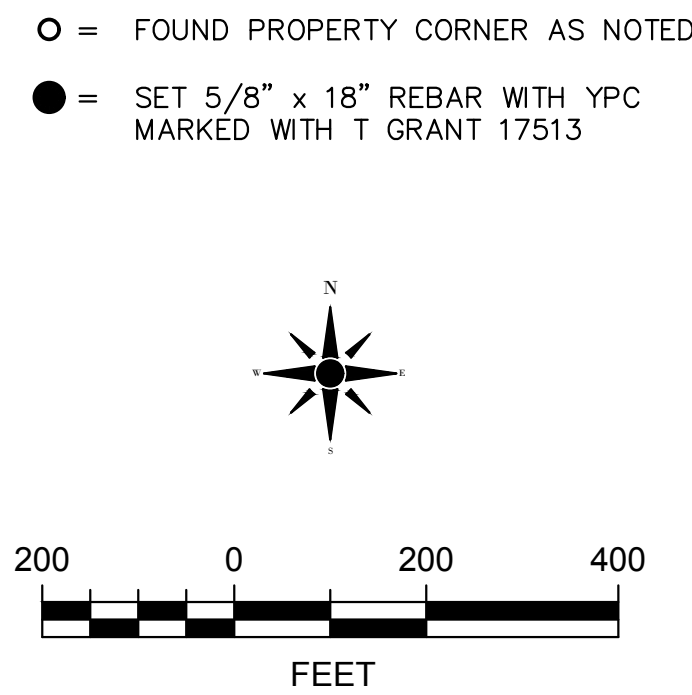
APPROVED AS TO FORM:

\_\_\_\_\_  
Brent Brooks, City Attorney

AMENDED PLAT OF LOTS 9, 10 AND 23 OF  
SUNNY COVE FRUIT FARMS  
SITUATED IN THE NE 1/4, SECTION 36, T.1N., R.24E., P.M.M.  
YELLOWSTONE COUNTY, MONTANA

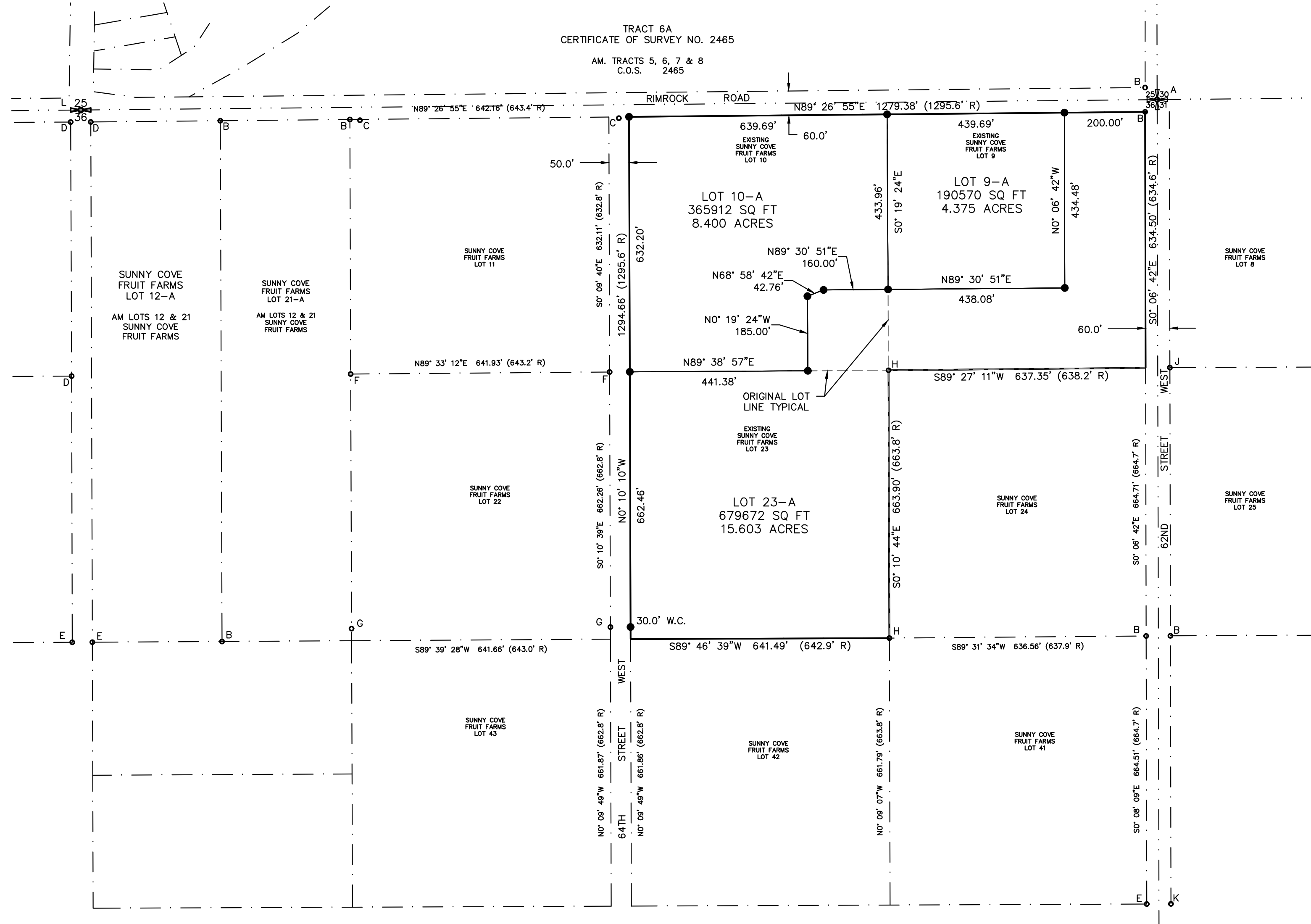
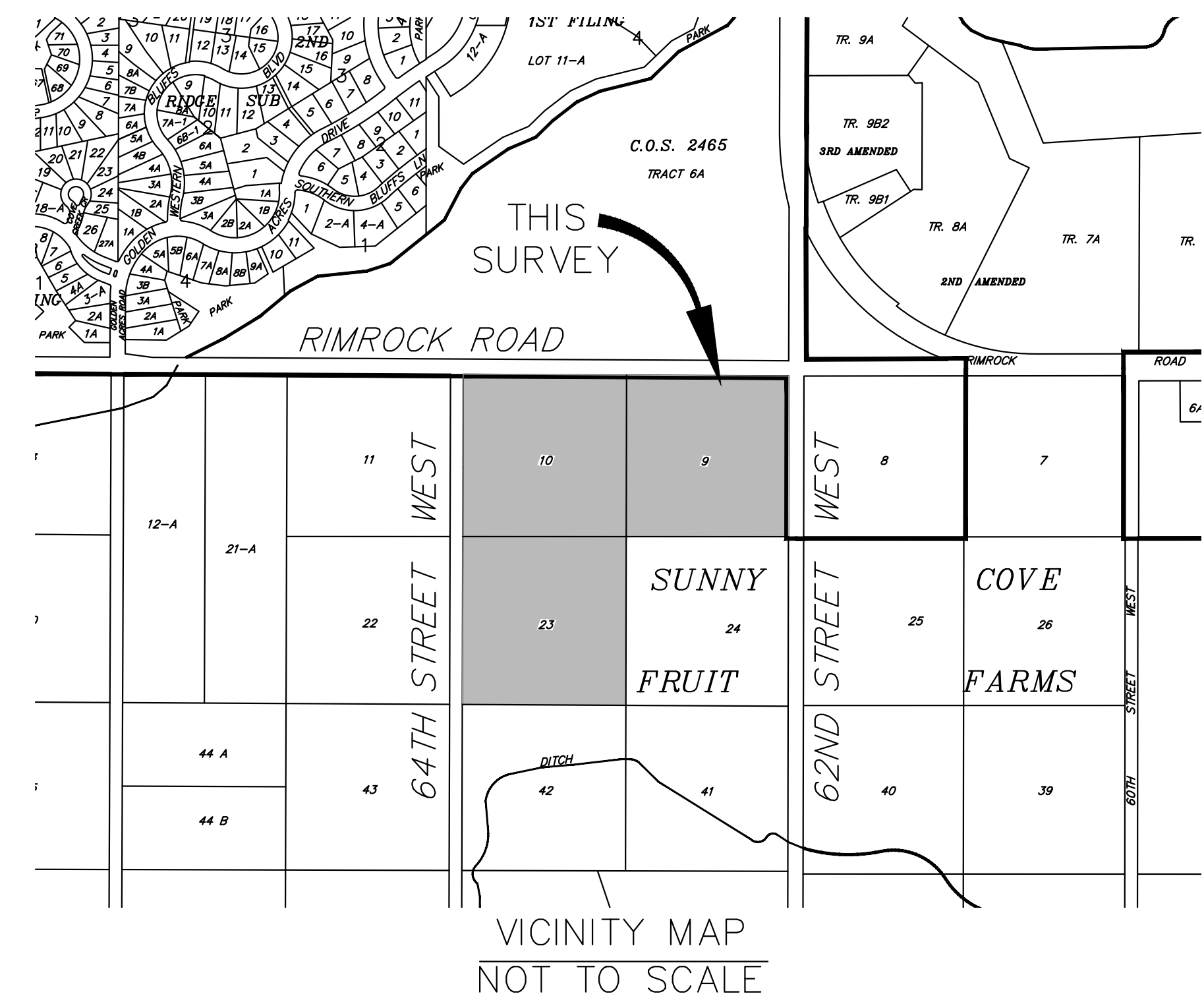
FOUND MONUMENT LEGEND

- A FOUND BRASS CAP SECTION CORNER COMMON TO SECTIONS 25 & 36, T.1N., R.24E. P.M.M., AND SECTIONS 30 & 31, T.1N., R.25E. P.M.M.
- B FOUND REBAR WITH ENGINEERING INC YPC
- C FOUND REBAR WITH JLW YPC APPROXIMATELY 25.0 FEET FROM ACTUAL CORNER
- D FOUND REBAR WITH ATLAS YPC
- E FOUND REBAR WITH JLW YPC
- F FOUND REBAR WITH ESSEX ALUMINUM CAP
- G FOUND REBAR WITH ESSEX ALUMINUM CAP STAMPED W.C. 30.00
- H FOUND REBAR WITH SAGE ENG YPC
- J FOUND REBAR WITH BROKEN YPC
- K FOUND REBAR WITH T KELLY YPC
- L FOUND BRASS CAP 1/4 CORNER SECTION MONUMENT COMMON TO SECTIONS 25 & 36, T.1N., R.24E. P.M.M.



PREPARED FOR: ROCCO GRANATA  
PREPARED BY: THE CITY OF BILLINGS  
SCALE: 1"=100' DATE: DECEMBER, 2016

**BASIS OF BEARINGS:**  
GPS OBSERVATION MONTANA STATE PLANE COORDINATES (1983) NAD 1983 GEOID12A (Conus) GRID CONVERSION TO GROUND SCALE FACTOR MULTIPLIED BY 1.0001574297  
USING FOUND REBAR WITH ENGINEERING INC YPC FOR THE NE CORNER OF LOT 9 AND THE NW CORNER OF LOT 11 OF SUNNY COVE FRUIT FARMS (N 89°26'55" E)



PURPOSE OF SURVEY

The undersigned hereby certifies that the purposes of this survey is to relocate a boundary lines between three existing lots within a platted subdivision. Therefore this plat is exempt from review as a subdivision pursuant to 76-3-207(1)(d) M.C.A. for five or fewer lots within a platted subdivision, the relocation of common boundaries;

Further, this survey is exempt from review by the Department of Environmental Quality pursuant to 17.36.605(2)(a), "a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on the parcel".

Said tract to be known and designated as AMENDED PLAT OF LOTS 9, 10, AND 23 OF SUNNY COVE FRUIT FARMS.

ROCCO GRANATA (owner of lots 9, 10 and 23)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned Notary Public for the State of Montana, personally appeared ROCCO GRANATA, known to me to be the person who signed the foregoing amended plat and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana  
Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
County of Yellowstone )ss

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of December, 2016, a survey was performed under my supervision of a tract of land to be known as AMENDED PLAT OF LOTS 9, 10, AND 23 OF SUNNY COVE FRUIT FARMS situated in the NE1/4 of Section 36, T. 1 N., R. 24 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows:

Being Lots 9, 10 and 23 of Sunny Cove Fruit Farms on file and of recorded in the office of the Yellowstone County Clerk and Recorder filed April 27, 1910 under document no. 21540.

In conformance with Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with and as shown on the annexed plat, that the monuments found and set are of the character and occupy the positions shown thereon and that the gross and net area of 28.378 acres more or less.

CITY OF BILLINGS

By: \_\_\_\_\_

Montana Registration No. 17513 LS

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

CERTIFICATE OF COUNTY ATTORNEY

STATE OF MONTANA )  
County of Yellowstone )ss

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

Reviewed by: \_\_\_\_\_

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

CERTIFICATE OF APPROVAL FOR ERRORS AND OMISSIONS

I hereby certify that I have examined the annexed and foregoing AMENDED PLAT OF LOTS 9, 10 AND 23 OF SUNNY COVE FRUIT FARMS, for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

Examining Land Surveyor \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-207(3) M.C.A.

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

Yellowstone County Treasurer

By: \_\_\_\_\_

Deputy

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Final Plat of Amended Lot 2B-1A, Block 2, Southgate Subdivision, 2nd Filing

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

The final plat for the Amended Lot 2B-1A, Block 2, Southgate Subdivision, 2nd Filing, is being presented to City Council for approval. On March 13, 2016, the City Council approved this preliminary plat which will create 2 lots from a 4.35 acre parcel of land. The parcel is generally located at 5110 Southgate Drive. The subject property is legally described as Lot 2B-1A, Block 2, of Southgate Subdivision, 2nd Filing and is zoned Highway Commercial. This subdivision is proposed for commercial uses. There is currently a hotel on the western side of the parcel with the proposed new lot in the southeast corner. The owner is Billings Lodging Investors, LLC and the representing agent is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or disapprove the final plat of Amended Lot 2B-1A, Block 2, Southgate Subdivision, 2nd Filing. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-307.

**FINANCIAL IMPACT**

Should the City Council approve the final plat, the newly created lot may be sold separately and developed, increasing the tax and assessment revenues for the City while also generating service demands.

**RECOMMENDATION**

Staff recommends that the City Council approve the final plat of the Amended Lot 2B-1A, Block 2, Southgate Subdivision, 2nd Filing.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Final Plat

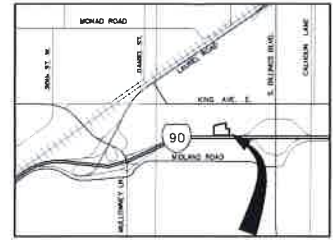
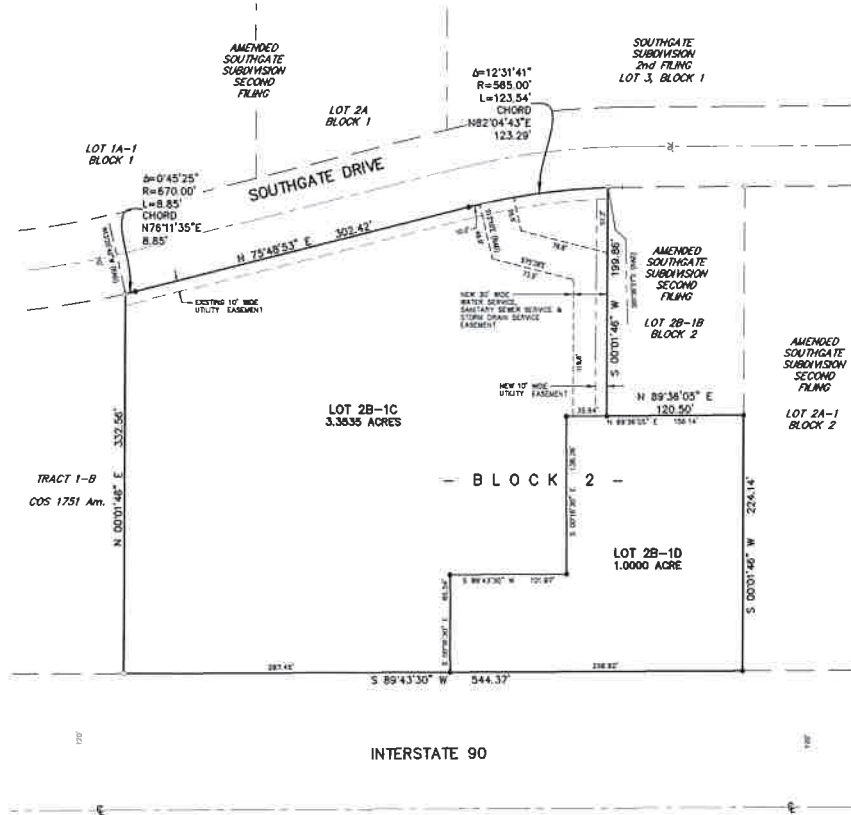
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# AMENDED PLAT OF LOT 2B-1A, BLOCK 2, SOUTHGATE SUBDIVISION, SECOND FILING

SITUATED IN THE NE1/4 OF SECTION 17, T. 1 S., R. 26 E., P.M.M.  
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : ERCK HOTELS  
PREPARED BY : SANDERSON STEWART

MARCH 2017  
BILLINGS, MONTANA



BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83 LAURENT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS, HAVING A POINT OF ORIGIN AT 45°47'00\"/>

DISTANCES SHOWN ARE GROUND, INTERNATIONAL FEET.  
THE CONVERGENCE ANGLE AT THE NW CORNER OF THIS AMENDED PLAT = -0.05728"

- FOUND SURVEY MONUMENT, REBAR WITH "END INC" CAP
- SET 6\"/>

**CERTIFICATE OF DEDICATION**

STATE OF MONTANA )  
County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS That Billings Lodging Investors, LLC, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the amended plat, and tract being situated in the NE1/4 of Section 17, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, and tract being more particularly described as follows, to-wit:

Lot 2B-1A in Block 2 of the Plat of Amended Lot 2B-1, Block 2, Southgate Subdivision, Second Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3268129, containing a gross area of 4.3535 Acres or 189,537 square feet and a net area of 4.3535 Acres or 189,537 square feet.

Pursuant to 76-3-621(3)(d) M.C.A. and City of Billings Subdivision Regulations there is no park requirement for this subdivision in which only one additional parcel is created.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

Said tract to be known and designated as PLAT OF AMENDED LOT 2B-1A, BLOCK 2, SOUTHGATE SUBDIVISION, SECOND FILING, there is no public land dedication with this plat.

BILLINGS LODGING INVESTORS, LLC

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

STATE OF MONTANA )  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as \_\_\_\_\_ of Billings Lodging Investors, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Signature of Notary

**CERTIFICATE OF SURVEYOR**

STATE OF MONTANA )  
County of Yellowstone )

The undersigned, a Montana Registered Land Surveyor declares that during the month of March 2017 a survey was performed under the supervision of a tract of land to be known as AMENDED PLAT OF LOT 2B-1A, BLOCK 2, SOUTHGATE SUBDIVISION, SECOND FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the amended plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area and the net area is 4.3535 Acres or 189,537 square feet.

SANDERSON STEWART

By: Peter B. Knapp  
Montana Registration No. 5322 S...  
Date: \_\_\_\_\_

**NOTICE OF APPROVAL**

STATE OF MONTANA )  
County of Yellowstone )

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date: \_\_\_\_\_ President: \_\_\_\_\_  
Executive Secretary: \_\_\_\_\_

**CERTIFICATE OF CITY ENGINEER'S OFFICE**

I hereby certify that amended and foregoing plat conforms with Section 76-4-125(2)(e), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

City Engineer's Office

**ERRORS AND OMISSIONS REVIEW**

I hereby certify that I have examined the amended and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted or ready or circumstances will permit.

Examining Land Surveyor Date

**CERTIFICATE OF CITY ATTORNEY**

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

DATED: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

**CERTIFICATE OF CITY COUNCIL APPROVAL**

STATE OF MONTANA )  
County of Yellowstone )

We hereby certify that we have examined the amended and foregoing plat of AMENDED LOT 2B-1A, BLOCK 2, SOUTHGATE SUBDIVISION, SECOND FILING and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BILLINGS, MONTANA

By: Mayor  
Attest: City Clerk

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(c) / 76-3-207(3), M.C.A.

Date: \_\_\_\_\_  
Yellowstone County Treasurer  
By: Deputy

**CONSENT TO PLATTING**

Document No. \_\_\_\_\_

**SUBDIVISION IMPROVEMENTS AGREEMENT**

Document No. \_\_\_\_\_

**EASEMENT**

Document No. \_\_\_\_\_

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Payment of Claims April 24, 2017

**PRESENTED BY:** Patrick M. Weber, Finance Director

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,316,099.50 have been audited and are presented for City Council payment approval. A complete listing of the claims dated April 24, 2017, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_4.24.2017

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Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803643	A+ Electric Motor Repair Inc	Park District 1	\$1,658.00	Pump electrical repair for Optimist.
04/24/2017	803643	A+ Electric Motor Repair Inc	Cemetery Improvements	\$3,210.00	irrigation pump rebuild 02317 17-254
04/24/2017	803644	Advanced Traffic Products Inc	Street/Traffic Oper	\$3,010.00	Bulldog button latching and momentary led beeper
04/24/2017	803644	Advanced Traffic Products Inc	Street/Traffic Oper	\$240.00	universal bull dog pole mount
04/24/2017	803647	Archie Cochrane	Property Ins	\$1,558.82	Inv. #841639 Patrol Car #1405 #2017-025
04/24/2017	803647	Archie Cochrane	Property Ins	\$1,555.92	Inv. #841832 Patrol Car #1586 #2017-027
04/24/2017	803647	Archie Cochrane	General	\$23.18	5210936
04/24/2017	803647	Archie Cochrane	Public Safety	\$2,689.49	708180
04/24/2017	803647	Archie Cochrane	Fleet	\$217.84	5210123 PO NUM 302956
04/24/2017	803647	Archie Cochrane	Public Safety	\$46.12	5211347
04/24/2017	803647	Archie Cochrane	Public Safety	\$206.84	5211701
04/24/2017	803647	Archie Cochrane	Public Safety	\$245.64	5210691
04/24/2017	803647	Archie Cochrane	Public Safety	\$74.42	5210903
04/24/2017	803647	Archie Cochrane	Public Safety	\$183.27	5210979
04/24/2017	803647	Archie Cochrane	Public Safety	\$166.87	5211194
04/24/2017	803647	Archie Cochrane	Property Ins	\$3,969.69	Inv. #842198 Patrol Car #1582 #2017-040
04/24/2017	803649	Aspinwall Inc	Tax Increment N 27th	\$6,000.00	Aspinwall TIF reimbursement
04/24/2017	803650	ATS Inland NW LLC	Airport	\$2,145.00	FY17 Energy Management Services - Terminal
04/24/2017	803650	ATS Inland NW LLC	Airport	\$611.00	FY17 Energy Management Services - QTA
04/24/2017	803652	Big Sky Irrigation Inc	Park District 1	\$13,266.00	Payment Invoices Q11612 for Rose and Q11611
04/24/2017	803653	Billings Chamber of Commerce	Park District 1	\$7,000.00	Yellowstone Kelly funds refunded back Chamber
04/24/2017	803655	Billings Community Cable	General	\$25,000.00	Quarterly Disbursement
04/24/2017	803655	Billings Community Cable	General	\$300.00	City Council Work Session January 2017 - March
04/24/2017	803659	Border States Electric	Water	\$22.88	WATER PARTS AND SUPPLIES
04/24/2017	803659	Border States Electric	Water	\$2,206.21	ELECTRICAL FOR WTP & WWTP
04/24/2017	803659	Border States Electric	Wastewater	\$149.23	ssp power
04/24/2017	803659	Border States Electric	Wastewater	\$6.67	control power
04/24/2017	803659	Border States Electric	Water	\$946.56	fuser replacement Staples
04/24/2017	803659	Border States Electric	Water	\$64.61	NONSTOCKING ITEMS-P.U.D.
04/24/2017	803659	Border States Electric	Wastewater	\$64.61	NONSTOCKING ITEMS-P.U.D.
04/24/2017	803659	Border States Electric	Water	\$4.57	drill tap
04/24/2017	803659	Border States Electric	Wastewater	\$4.56	drill tap
04/24/2017	803659	Border States Electric	Water	\$1.86	COUPLING
04/24/2017	803659	Border States Electric	Water	\$437.01	misc supplies
04/24/2017	803659	Border States Electric	Water	\$209.49	socket tube and taping
04/24/2017	803659	Border States Electric	Street/Traffic Oper	\$113.88	912749684
04/24/2017	803659	Border States Electric	Water	\$167.33	Staples
04/24/2017	803660	Business Tax Section	Parking	\$309.19	Retainage Release
04/24/2017	803660	Business Tax Section	EOC 911	\$66.90	11 Center site demolition, business tax
04/24/2017	803660	Business Tax Section	Water	\$3,409.67	WO 15-10 WTP Chemical Bldg/Disinfection

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803660	Business Tax Section	Park District 1	\$134.00	Tax on Big Sky Irrigation-Pioneer
04/24/2017	803660	Business Tax Section	Airport	\$928.85	AIP 53 Concourse B Upgrades
04/24/2017	803660	Business Tax Section	Airport	\$103.20	AIP 53 Concourse B Upgrades
04/24/2017	803667	Cop Construction Co	Water	\$337,558.16	WO 15-10 WTP Chemical Bldg/Disinfection
04/24/2017	803668	CTA Inc	Parking	\$1,423.84	Provide Architectural & MEP services
04/24/2017	803668	CTA Inc	EOC 911	\$84,172.26	911 Center Architect and Engineering Services
04/24/2017	803668	CTA Inc	Facilities Mngmt	\$667.38	Inv. 128827 Fire Station consulting March 1-31
04/24/2017	803668	CTA Inc	Airport	\$1,595.87	AIP-51 Concourse B Remodel - Design Federal
04/24/2017	803668	CTA Inc	Airport	\$177.32	AIP-51 Concourse B Remodel - Design Local
04/24/2017	803669	Cummins Rocky Mountain LLC	Solid Waste	\$18.97	004-42797
04/24/2017	803669	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$498.00	004-42950
04/24/2017	803669	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$2,867.44	004-42975
04/24/2017	803669	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$275.16	004-43105
04/24/2017	803669	Cummins Rocky Mountain LLC	Solid Waste	\$1,092.13	004-42779
04/24/2017	803669	Cummins Rocky Mountain LLC	Solid Waste	\$34.05	004-42851
04/24/2017	803669	Cummins Rocky Mountain LLC	Solid Waste	\$30.00	004-42851
04/24/2017	803669	Cummins Rocky Mountain LLC	Solid Waste	\$2.49	004-42882
04/24/2017	803669	Cummins Rocky Mountain LLC	Street/Traffic Oper	\$465.43	004-43011
04/24/2017	803669	Cummins Rocky Mountain LLC	Street/Traffic Oper	-\$80.50	004-43160
04/24/2017	803669	Cummins Rocky Mountain LLC	Solid Waste	-\$115.00	004-43160
04/24/2017	803673	Dell Computer L P	Fleet	\$1,235.33	Dell Optiplex 3040 for Kim w/two 24? Monitors
04/24/2017	803673	Dell Computer L P	Fleet	\$1,446.78	Dell Optiplex 5040 for Larry w/two 24? Monitors
04/24/2017	803673	Dell Computer L P	Fleet	\$4,310.88	Dell Latitude Semi-Rugged Laptop
04/24/2017	803675	DOWL	Arterial Streets	\$18,473.49	WO 16-05 Central Ave - Shiloh to 32nd St W
04/24/2017	803679	Empire Garage Owner's Association	Parking	\$7,837.42	City of Billings March Assessment
04/24/2017	803679	Empire Garage Owner's Association	Parking	\$7,837.42	City of Billings April Assessment
04/24/2017	803686	Future Sync International	Water	\$3,328.33	Teambuilding
04/24/2017	803686	Future Sync International	Wastewater	\$3,328.33	Teambuilding
04/24/2017	803686	Future Sync International	Water	\$3,328.33	Teambuilding
04/24/2017	803686	Future Sync International	Wastewater	\$3,328.33	Teambuilding
04/24/2017	803688	General Contractors Construction	Airport	\$91,955.66	AIP 53 Concourse B Upgrades
04/24/2017	803688	General Contractors Construction	Airport	\$10,217.29	AIP 53 Concourse B Upgrades
04/24/2017	803692	Guardian Security Inc	Library	\$9,660.76	Invoice 162
04/24/2017	803694	Hardrives Construction Inc	Airport	\$3,880.80	Invoice #5104. Water Main Trench Paving
04/24/2017	803696	HDR, Inc.	Wastewater	\$43,956.21	WO 14-11 WWTP Nutrient Upgrade
04/24/2017	803696	HDR, Inc.	Arterial Streets	\$15,670.14	O 09-15 Grand Avenue Zimmerman Trail to Shiloh
04/24/2017	803701	Ingram Library Services Inc.	Library	\$82.90	97945114
04/24/2017	803701	Ingram Library Services Inc.	Library	\$53.95	97945114
04/24/2017	803701	Ingram Library Services Inc.	Library	\$17.10	97945115
04/24/2017	803701	Ingram Library Services Inc.	Library	\$29.95	97945116
04/24/2017	803701	Ingram Library Services Inc.	Library	\$13.56	97945117

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803701	Ingram Library Services Inc.	Library	\$21.99	97945118
04/24/2017	803701	Ingram Library Services Inc.	Library	\$30.25	97945119
04/24/2017	803701	Ingram Library Services Inc.	Library	\$368.75	97945119
04/24/2017	803701	Ingram Library Services Inc.	Library	\$406.44	97945119
04/24/2017	803701	Ingram Library Services Inc.	Library	\$11.20	97945119
04/24/2017	803701	Ingram Library Services Inc.	Library	\$70.46	98003146
04/24/2017	803701	Ingram Library Services Inc.	Library	\$34.90	98003146
04/24/2017	803701	Ingram Library Services Inc.	Library	\$22.00	98005480
04/24/2017	803701	Ingram Library Services Inc.	Library	\$7.79	98005480
04/24/2017	803701	Ingram Library Services Inc.	Library	\$29.99	98005481
04/24/2017	803701	Ingram Library Services Inc.	Library	\$728.51	98005482
04/24/2017	803701	Ingram Library Services Inc.	Library	\$27.57	98005482
04/24/2017	803701	Ingram Library Services Inc.	Library	\$61.03	98005482
04/24/2017	803701	Ingram Library Services Inc.	Library	\$1,537.19	98005482
04/24/2017	803702	Insight Public Sector	Public Safety	\$876.13	(6)Panasonic Toughpad FZ-Q2 12.5 Core m56Y57
04/24/2017	803702	Insight Public Sector	Building Inspection	\$15,082.00	(6)Panasonic Toughpad FZ-Q2 12.5 Core m56Y57
04/24/2017	803719	LSC Environmental Products LLC	Solid Waste	\$29,841.25	Posi-Shell for cover at the Landfill
04/24/2017	803725	Miller Trois LLC	General	\$1,874.00	I17-022163 Miller Trois LLC
04/24/2017	803725	Miller Trois LLC	Building Inspection	\$6,149.00	I17-022163 Miller Trois LLC
04/24/2017	803725	Miller Trois LLC	City County Planning	\$4,077.00	I17-022163 Miller Trois LLC
04/24/2017	803725	Miller Trois LLC	CDBG	\$4,829.00	I17-022163 Miller Trois LLC
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$602.36	285 580 1000 6
04/24/2017	803728	Montana Dakota Utilities Co	Water	\$33.94	373 580 1000 9
04/24/2017	803728	Montana Dakota Utilities Co	Water	\$33.94	373 580 1000 9
04/24/2017	803728	Montana Dakota Utilities Co	General	\$22.71	501 473 1000 2
04/24/2017	803728	Montana Dakota Utilities Co	Water	\$28.74	921 580 1000 6
04/24/2017	803728	Montana Dakota Utilities Co	Wastewater	\$28.15	955 043 1000 4
04/24/2017	803728	Montana Dakota Utilities Co	Water	\$45.86	541 380 1000 1
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$3,865.82	595 580 1000 1
04/24/2017	803728	Montana Dakota Utilities Co	Wastewater	\$26.99	596 733 1000 5
04/24/2017	803728	Montana Dakota Utilities Co	Public Safety	\$188.35	668 670 1000 2
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$622.58	706 580 1000 7
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$13.19	806 580 1000 6
04/24/2017	803728	Montana Dakota Utilities Co	CDBG	\$7.92	FORECLOSURE Program - 244 Terry Ave
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$50.07	283 116 0655 3. Alpine. April 2017
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$42.91	295 580 1000 4. Aero Interiors. April 2017
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$120.17	185 580 1000 7. TSA Building. April 17
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$426.44	889 373 1000 6. Car Wash. April 2017
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$280.19	129 573 1000 1. Mud Wash. April 2017
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$52.41	229 573 1000 0. Detail Bay 1 Hertz. April 2017

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$63.73	629 573 1000 6. Detail Bay 2 National/Alamo
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$48.84	329 573 1000 9. Detail Bay 3 Enterprise
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$58.96	429 573 1000 8. Detail Bay 4 Avis/Budget
04/24/2017	803728	Montana Dakota Utilities Co	Airport	\$28.65	529 573 1000 7. Detail Bay 5 Thrifty/Dollar
04/24/2017	803730	Montana Law Enforcement Academy	Public Safety	\$1,500.00	Invoice 10098 - MLEA Tuition
04/24/2017	803730	Montana Law Enforcement Academy	Public Safety	\$1,500.00	Invoice 10099 - MLEA Tuition
04/24/2017	803730	Montana Law Enforcement Academy	Public Safety	\$1,500.00	Invoice 10097 - MLEA Tuition
04/24/2017	803737	NorMont Equipment Company	Street/Traffic Oper	\$1,305.00	emulsion for road patcher
04/24/2017	803737	NorMont Equipment Company	Street/Traffic Oper	\$2,841.30	brooms for sweepers
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$517.77	SILMD 008 ACCT# 0712544-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$531.07	SILMD 009 ACCT# 0712545-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,459.85	SILMD 010 ACCT# 0712546-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$4,298.44	SILMD 013 ACCT# 0721276-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,113.62	SILMD 014 ACCT# 0721277-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,279.66	SILMD 017 ACCT# 0712553-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$91.12	SILMD 018 ACCT# 0712554-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$466.41	SILMD 095 ACCT# 0712556-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$13,867.30	SILMD 097 ACCT# 0712557-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,682.03	SILMD 099 ACCT# 0712558-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,753.09	SILMD 100 ACCT# 0712559-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,820.15	SILMD 107 ACCT# 0712560-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$4,564.85	SILMD 109 ACCT# 0712561-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$187.73	SILMD 113 ACCT# 0712562-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$982.30	SILMD 114 ACCT# 0712563-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$231.13	SILMD 115 ACCT# 0712564-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$606.71	SILMD 116 ACCT# 0712565-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$3,349.57	SILMD 117 ACCT# 0712566-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$242.28	SILMD 118 ACCT# 0712567-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$159.61	SILMD 119 ACCT# 0712568-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,478.58	SILMD 121 ACCT# 0712570-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$197.69	SILMD 122 ACCT# 0712571-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$346.69	SILMD 123 ACCT# 0712572-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,011.20	SILMD 124 ACCT# 0712573-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$404.48	SILMD 125 ACCT# 0712574-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$202.24	SILMD 126 ACCT# 0712575-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$741.35	SILMD 127 ACCT# 0712576-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$518.93	SILMD 128 ACCT# 0712577-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$346.69	SILMD 129 ACCT# 0712578-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$131.26	SILMD 130 ACCT# 0712579-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$895.64	SILMD 131 ACCT# 0712580-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$243.77	SILMD 133 ACCT# 0712581-8

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04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$562.56	SILMD 134 ACCT# 0712582-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$543.65	SILMD 135 ACCT# 0712583-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$491.18	SILMD 136 ACCT# 0712584-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$389.53	SILMD 137 ACCT# 0712585-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$780.07	SILMD 138 ACCT# 0712586-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$260.04	SILMD 139 ACCT# 0712587-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$604.28	SILMD 143 ACCT# 0712588-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$28.78	SILMD 144 ACCT# 0712589-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$494.23	SILMD 145 ACCT# 0712590-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$375.59	SILMD 146 ACCT# 0712591-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$486.87	SILMD 147 ACCT# 0712592-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,531.00	SILMD 149 ACCT# 0712593-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$790.75	SILMD 150 ACCT# 0712594-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$664.51	SILMD 151 ACCT# 0712595-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$4,494.55	SILMD 152 ACCT# 0712596-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$568.37	SILMD 153 ACCT# 0712597-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,284.99	SILMD 154 ACCT# 0712598-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$520.04	SILMD 155 ACCT# 0712599-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$963.74	SILMD 157 ACCT# 0712600-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$837.86	SILMD 158 ACCT# 0712601-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,141.38	SILMD 159 ACCT# 0712602-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$751.16	SILMD 160 ACCT# 0712603-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,112.01	SILMD 161 ACCT# 0712604-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$63.36	SILMD 162 ACCT# 0712605-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$684.66	SILMD 163 ACCT# 0712606-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$395.40	SILMD 164 ACCT# 0712607-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$924.51	SILMD 165 ACCT# 0712608-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$247.13	SILMD 167 ACCT# 0712609-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$593.08	SILMD 171 ACCT# 0712610-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$15.49	SILMD 238 ACCT# 0712672-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$98.84	SILMD 239 ACCT# 0712673-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$397.54	SILMD 240 ACCT# 0712674-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$647.75	SILMD 241 ACCT# 0712675-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$86.68	SILMD 242 ACCT# 0712676-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$115.56	SILMD 244 ACCT# 0712677-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$89.90	SILMD 245 ACCT# 0712678-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$346.69	SILMD 246 ACCT# 0712679-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,208.90	SILMD 247 ACCT# 0712680-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,562.61	SILMD 248 ACCT# 0712681-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,860.26	SILMD 249 ACCT# 0718734-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$198.77	SILMD 250 ACCT# 0719001-0

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04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$4,105.84	SILMD 251 ACCT# 0718801-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$577.83	SILMD 252 ACCT# 0719162-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,021.25	SILMD 253 ACCT# 0719644-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$149.58	SILMD 254 ACCT# 0719763-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$155.32	SILMD 255 ACCT# 0720813-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$885.72	SILMD 257 ACCT# 0720360-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,726.08	SILMD 258 ACCT# 0720606-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$23.12	SILMD 259 ACCT# 1301786-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,313.37	SILMD 259 ACCT# 0720810-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$520.04	SILMD 261 ACCT# 0720705-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$3,279.93	SILMD 262 ACCT# 0720937-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$956.94	SILMD 263 ACCT# 0720716-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$163.17	SILMD 264 ACCT# 0721427-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$365.82	SILMD 265 ACCT# 0721556-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$40.49	SILMD 266 ACCT# 0721684-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$435.08	SILMD 270 ACCT# 0906944-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,043.34	SILMD 271 ACCT# 0995095-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,935.76	SILMD 272 ACCT# 0905005-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$210.65	SILMD 273 ACCT# 0926386-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$477.81	SILMD 276 ACCT# 0961926-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$862.23	SILMD 277 ACCT# 1058710-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$209.82	SILMD 278 ACCT# 1087619-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$64.21	SILMD 279 ACCT# 1124127-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$696.69	SILMD 280 ACCT# 1045653-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$376.59	SILMD 283 ACCT# 1172743-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$353.73	SILMD 285 ACCT# 1206985-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$248.27	SILMD 286 ACCT# 1296582-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$102.94	SILMD 287 ACCT# 1246537-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,865.45	SILMD 288 ACCT# 1303978-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$221.42	SILMD 289 ACCT# 1685375-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$142.87	SILMD 290 ACCT# 1433921-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$635.61	SILMD 292 ACCT# 1481532-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$247.13	SILMD 293 ACCT# 1481534-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$494.23	SILMD 294 ACCT# 1481535-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$115.56	SILMD 295 ACCT# 1481536-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,309.70	SILMD 296 ACCT# 1481537-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$222.42	SILMD 297 ACCT# 1481539-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$197.69	SILMD 298 ACCT# 1481540-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$420.73	SILMD 300 ACCT# 1662840-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$5,181.94	SILMD 301 ACCT# 1687005-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$263.44	SILMD 302 ACCT# 1607534-3

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04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$779.45	SILMD 305 ACCT# 1695873-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$245.55	SILMD 306 ACCT# 1740353-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,824.80	SILMD 307 ACCT# 2049005-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$275.87	SILMD 308 ACCT# 2072459-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$346.43	SILMD 309 ACCT# 2001311-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$347.73	SILMD 310 ACCT# 2060519-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$276.53	SILMD 311 ACCT# 3014475-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$231.10	SILMD 312 ACCT# 3146127-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$358.12	SILMD 315 Acct# 3305804-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,146.62	SILMD 316 Acct# 3291842-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$76.77	SILMD 317 Acct# 3253826-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$905.03	SILMD 318 Acct# 3372018-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$54.81	SILMD 320 Acct# 0712569-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$415.99	SILMD 321 Acct# 3338917-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$75.60	SILMD 322 Acct# 3402033-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$562.55	SILMD 172 ACCT# 0712611-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,235.56	SILMD 173 ACCT# 0712612-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,037.88	SILMD 174 ACCT# 0712613-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$345.96	SILMD 175 ACCT# 0712614-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$45.26	SILMD 176 ACCT# 0712615-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$271.84	SILMD 178 ACCT# 0712616-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$420.10	SILMD 237 ACCT# 0712671-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$606.71	SILMD 231 ACCT# 0712665-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$2,629.11	SILMD 232 ACCT# 0712666-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$827.02	SILMD 233 ACCT# 0712667-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$465.36	SILMD 234 ACCT# 0712668-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$520.59	SILMD 235 ACCT# 0712669-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$165.63	SILMD 236 ACCT# 0712670-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$376.54	SILMD 225 ACCT# 0712659-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$304.25	SILMD 226 ACCT# 0712660-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$615.57	SILMD 227 ACCT# 0712661-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$837.86	SILMD 228 ACCT# 0712662-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$433.37	SILMD 229 ACCT# 0712663-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,011.20	SILMD 230 ACCT# 0712664-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$357.95	SILMD 217 ACCT# 0712653-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$256.36	SILMD 220 ACCT# 0712654-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$9.06	SILMD 221 ACCT# 0712655-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$74.78	SILMD 222 ACCT# 0712656-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$113.56	SILMD 223 ACCT# 0712657-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,901.25	SILMD 224 ACCT# 0712658-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$85.16	SILMD 210 ACCT# 0712647-7

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04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$47.33	SILMD 211 ACCT# 0712648-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$47.33	SILMD 212 ACCT# 0712649-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$28.39	SILMD 213 ACCT# 0712650-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$495.33	SILMD 214 ACCT# 0712651-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$148.27	SILMD 216 ACCT# 0712652-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$385.90	SILMD 204 ACCT# 0712641-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$36.20	SILMD 205 ACCT# 0712642-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$345.96	SILMD 206 ACCT# 0712643-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$395.40	SILMD 207 ACCT# 0712644-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$257.84	SILMD 208 ACCT# 0712645-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$568.37	SILMD 209 ACCT# 0712646-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$70.97	SILMD 197 ACCT# 0712635-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$123.56	SILMD 198 ACCT# 0712636-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$88.15	SILMD 200 ACCT# 0712637-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$518.93	SILMD 201 ACCT# 0712638-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$585.67	SILMD 202 INV# 0712639-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$18.92	SILMD 203 ACCT# 0712640-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$441.51	SILMD 191 ACCT# 0712629-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$321.25	SILMD 192 ACCT# 0712630-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$790.75	SILMD 193 ACCT# 0712631-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$265.02	SILMD 194 ACCT# 0712632-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$220.86	SILMD 195 ACCT# 0712633-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$70.97	SILMD 196 ACCT# 0712634-5
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$148.27	SILMD 185 ACCT# 0712623-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$629.44	SILMD 186 ACCT# 0712624-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$247.13	SILMD 187 ACCT# 0712625-3
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$296.53	SILMD 188 ACCT# 0712626-1
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$247.13	SILMD 189 ACCT# 0712627-9
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,284.99	SILMD 190 ACCT# 0712628-7
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$543.65	SILMD 179 ACCT# 0712617-0
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$370.67	SILMD 180 ACCT# 0712618-8
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,762.37	SILMD 181 ACCT# 0712619-6
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$617.79	SILMD 182 ACCT# 0712620-4
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$1,235.57	SILMD 183 ACCT# 0712621-2
04/24/2017	803738	NorthWestern Energy	Light Maintenance	\$395.40	SILMD 184 ACCT# 0712622-0
04/24/2017	803738	NorthWestern Energy	Street/Traffic Oper	\$11,607.90	Signal Bills
04/24/2017	803739	NorthWestern Energy	General	\$82.03	Electrical charges for tennis courts at Pioneer.
04/24/2017	803739	NorthWestern Energy	Wastewater	\$283.10	822 Shiloh Crossing Lift
04/24/2017	803739	NorthWestern Energy	Airport	\$70.55	3085107-5. New Employee Parking. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$2,509.98	0100483-7. Runway Lights. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$1,673.83	0100484-5. ARFF Facility. April 2017

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04/24/2017	803739	NorthWestern Energy	Airport	\$36.44	1647695-4. De Icer. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$1,530.73	1993430-96. Car Wash. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$462.08	2001846-1. Mud Wash. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$283.96	2001848-7. Detail Bay 1 Hertz. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$248.41	2001855-2. Detail Bay 2 National/Alamo
04/24/2017	803739	NorthWestern Energy	Airport	\$224.71	2001862-8. Detail Bay 3 Enterprise
04/24/2017	803739	NorthWestern Energy	Airport	\$157.42	2001865-1. Detail Bay 4 Avis/Budget. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$118.46	1138926-9. Aero Interiors. April 2017
04/24/2017	803739	NorthWestern Energy	Airport	\$584.07	1669567-8. TSA Building. April 2017
04/24/2017	803739	NorthWestern Energy	Wastewater	\$66,678.74	725 US HWY 87
04/24/2017	803739	NorthWestern Energy	General	\$46.04	0712387-0
04/24/2017	803739	NorthWestern Energy	General	\$201.34	0712536-2
04/24/2017	803739	NorthWestern Energy	General	\$35.22	0720818-4
04/24/2017	803739	NorthWestern Energy	General	\$118.07	0720821-8
04/24/2017	803739	NorthWestern Energy	Water	\$2,675.34	0722264-9
04/24/2017	803739	NorthWestern Energy	General	\$16.89	0722287-0
04/24/2017	803739	NorthWestern Energy	Water	\$4,177.48	0723040-2
04/24/2017	803739	NorthWestern Energy	General	\$56.69	0723045-1
04/24/2017	803739	NorthWestern Energy	Water	\$15.36	0723059-2
04/24/2017	803739	NorthWestern Energy	Public Safety	\$735.21	0871546-8
04/24/2017	803739	NorthWestern Energy	General	\$145.37	0925496-2
04/24/2017	803739	NorthWestern Energy	Facilities Mngmt	\$593.26	0975808-7
04/24/2017	803739	NorthWestern Energy	Water	\$397.63	1116452-2
04/24/2017	803739	NorthWestern Energy	Facilities Mngmt	\$796.87	1160802-3
04/24/2017	803739	NorthWestern Energy	Facilities Mngmt	\$2,394.23	1160804-9
04/24/2017	803739	NorthWestern Energy	Facilities Mngmt	\$2,669.11	1269391-7
04/24/2017	803739	NorthWestern Energy	Street/Traffic Oper	\$0.22	1740357-7
04/24/2017	803739	NorthWestern Energy	Street/Traffic Oper	\$0.55	1748896-6
04/24/2017	803739	NorthWestern Energy	General	\$26.58	1836666-6
04/24/2017	803739	NorthWestern Energy	Solid Waste	\$1,911.68	3252194-0
04/24/2017	803741	PayneWest Insurance Inc	Arterial Streets	\$2,799.00	WO 16-09 Grand Ave (48th St W to 58th St W)
04/24/2017	803742	PeopleReady Inc	Solid Waste	\$4,184.18	Paper Pickers for the Landfill
04/24/2017	803743	Petty Cash CCSIU	Police Programs	\$2,711.79	Reimbursement of PE/PI money
04/24/2017	803747	RDO Equipment Co.	Fleet	\$19.30	P19369 PO NUM 302945
04/24/2017	803747	RDO Equipment Co.	Water	\$113.77	NONSTOCKING ITEMS-P.U.D.
04/24/2017	803747	RDO Equipment Co.	Street/Traffic Oper	\$3,498.29	repairs to the rental we damaged
04/24/2017	803749	Resource Exploration	General	\$20,000.00	Annual Subscription to Online PBB Enterprise
04/24/2017	803750	RESTOCON Corporation	Parking	\$30,610.91	Retainage Release
04/24/2017	803753	Sanderson Stewart	Arterial Streets	\$6,422.77	WO 16-09 Grand Ave
04/24/2017	803753	Sanderson Stewart	Water	\$2,214.79	WO 16-07 I-90 Water System Loop
04/24/2017	803755	Scheels All Sports, Inc.	Public Safety	\$2,999.98	860 FREEMOTION TREADMILLS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803758	Securitas Security Services USA, Inc	Parking	\$1,088.33	Security Patrol in City owned Parking Garages
04/24/2017	803758	Securitas Security Services USA, Inc	Parking	\$1,088.34	Security Patrol in City owned Parking Garages
04/24/2017	803758	Securitas Security Services USA, Inc	Parking	\$1,088.33	Security Patrol in City owned Parking Garages
04/24/2017	803759	Skyline Services, Inc	Airport	\$1,695.00	FY17 Window Washing Services
04/24/2017	803759	Skyline Services, Inc	Parking	\$371.00	Invoice #40109. Park One Garage
04/24/2017	803759	Skyline Services, Inc	Parking	\$495.00	Invoice #40110. Park Two. Elevators
04/24/2017	803759	Skyline Services, Inc	Parking	\$371.00	Invoice #40111. Park Three
04/24/2017	803764	State Of Montana Gov Office Of Comm	CDBG	\$3,120.00	ServeMontana Symposium 2017 Invoice
04/24/2017	803772	Tire-Rama	Solid Waste	\$603.00	Recapped tires for the garbage trucks.
04/24/2017	803772	Tire-Rama	Solid Waste	\$1,520.00	Recapped tires for the garbage trucks.
04/24/2017	803772	Tire-Rama	Solid Waste	\$790.50	Recapped tires for the garbage trucks
04/24/2017	803772	Tire-Rama	Transit	\$115.70	AUTO &TRUCK MAINT.ITEMS
04/24/2017	803772	Tire-Rama	Street/Traffic Oper	\$10.00	1050283652
04/24/2017	803772	Tire-Rama	Solid Waste	\$4,205.85	Foam Fill in for Landfill tires
04/24/2017	803772	Tire-Rama	Solid Waste	\$80.00	Tire repairs for Landfill equipment
04/24/2017	803773	Titan Machinery Inc	Street/Traffic Oper	\$1,153.03	filter/bits for milling machine
04/24/2017	803773	Titan Machinery Inc	Street/Traffic Oper	\$810.04	9149496
04/24/2017	803773	Titan Machinery Inc	Street/Traffic Oper	\$428.92	9159414
04/24/2017	803773	Titan Machinery Inc	Street/Traffic Oper	\$139.50	9159414
04/24/2017	803773	Titan Machinery Inc	Street/Traffic Oper	\$97.41	9167656
04/24/2017	803773	Titan Machinery Inc	Street/Traffic Oper	\$22.36	9167656
04/24/2017	803776	Town & Country Supply Association	Public Safety	\$742.27	245339: FIRE 1 - UNLEADED
04/24/2017	803776	Town & Country Supply Association	Public Safety	\$2,629.85	245339
04/24/2017	803776	Town & Country Supply Association	Public Safety	\$549.03	245339
04/24/2017	803776	Town & Country Supply Association	Fleet	\$17,332.77	245384 PO NUM 302927
04/24/2017	803776	Town & Country Supply Association	Transit	\$10,989.00	BUS MET PO NUM 302949
04/24/2017	803776	Town & Country Supply Association	Water	\$10,932.58	WATER PARTS AND SUPPLIES
04/24/2017	803776	Town & Country Supply Association	Public Safety	\$299.00	FIRE2:PUMPED WATER FROM DIESEL TANK
04/24/2017	803777	Tractor & Equipment Co.	Solid Waste	\$536.85	Parts for Landfill equipment
04/24/2017	803777	Tractor & Equipment Co.	Street/Traffic Oper	\$433.99	BLW00174325
04/24/2017	803777	Tractor & Equipment Co.	Water	\$1,424.20	BLW00174328
04/24/2017	803777	Tractor & Equipment Co.	Water	\$745.14	BLW00174330
04/24/2017	803777	Tractor & Equipment Co.	Street/Traffic Oper	\$40.83	BLCS0648276
04/24/2017	803777	Tractor & Equipment Co.	Solid Waste	\$1,803.32	BLW00175137
04/24/2017	803777	Tractor & Equipment Co.	Solid Waste	\$2,035.48	BLW00175176
04/24/2017	803779	Vannoy Metal Works, Inc.	Facilities Mngmt	\$2,660.00	Inv. #15994
04/24/2017	803781	Verizon Wireless	Airport	\$640.15	Airport
04/24/2017	803781	Verizon Wireless	Police Programs	\$438.02	CCSIU
04/24/2017	803781	Verizon Wireless	General	\$194.87	City Attorney
04/24/2017	803781	Verizon Wireless	General	-\$100.00	City Attorney
04/24/2017	803781	Verizon Wireless	Public Safety	\$112.34	Comm Center 911

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803781	Verizon Wireless	Facilities Mngmt	\$72.83	Facilites BOC Plus 70% of 406-672-3027
04/24/2017	803781	Verizon Wireless	Facilities Mngmt	\$59.53	Facilities City Hall Plus 30% of 406-672-3027
04/24/2017	803781	Verizon Wireless	General	-\$28.45	Finance Pat Weber
04/24/2017	803781	Verizon Wireless	Public Safety	\$1,359.08	Fire Department
04/24/2017	803781	Verizon Wireless	Information Resources	\$13.21	ITD
04/24/2017	803781	Verizon Wireless	Library	\$13.21	LBRY OTRCH Library Outreach
04/24/2017	803781	Verizon Wireless	Library	\$385.14	Library
04/24/2017	803781	Verizon Wireless	General	\$44.19	Mayor
04/24/2017	803781	Verizon Wireless	Fleet	\$79.78	Motor Pool
04/24/2017	803781	Verizon Wireless	General	\$199.13	Muni Court Drug Court
04/24/2017	803781	Verizon Wireless	General	\$89.62	Municipal Court Judge
04/24/2017	803781	Verizon Wireless	Public Safety	\$4,037.14	Police
04/24/2017	803781	Verizon Wireless	Police Programs	\$130.60	Police Forensic 406-794-6880 406-698-7323
04/24/2017	803781	Verizon Wireless	Public Safety	\$514.80	Police Resource Officers
04/24/2017	803781	Verizon Wireless	Police Programs	\$28.14	Police-DOM VIOL 406-698-1391
04/24/2017	803781	Verizon Wireless	Parking	\$114.62	PRKING ENFORCEMENT (Parking)
04/24/2017	803781	Verizon Wireless	General	\$173.42	PRPL - Director Admin
04/24/2017	803781	Verizon Wireless	General	\$283.25	PRPL - Recreation Division
04/24/2017	803781	Verizon Wireless	General	\$81.94	PRPL-Cemetery
04/24/2017	803781	Verizon Wireless	General	\$38.65	PRPL-PARK SHOPS
04/24/2017	803781	Verizon Wireless	General	\$964.66	PRPL-PARKS
04/24/2017	803781	Verizon Wireless	General	-\$100.00	PRPL-PARKS
04/24/2017	803781	Verizon Wireless	P.W. Admin	\$56.45	Public Works Admin
04/24/2017	803781	Verizon Wireless	Engineering	\$227.61	PW-Engineering
04/24/2017	803781	Verizon Wireless	Solid Waste	\$117.32	PW-Solid Waste
04/24/2017	803781	Verizon Wireless	Street/Traffic Oper	\$341.43	PW-STRT TRFC Streets
04/24/2017	803781	Verizon Wireless	Solid Waste	\$239.08	PW-SW-ON CALL Solid Waste On Call
04/24/2017	803781	Verizon Wireless	Water	\$434.01	PWBELKNAP-DIST COLL
04/24/2017	803781	Verizon Wireless	Wastewater	\$289.33	PWBELKNAP-DIST COLL
04/24/2017	803781	Verizon Wireless	Water	\$966.84	PWBELKNAP-WT Water Treatment
04/24/2017	803781	Verizon Wireless	Water	-\$200.00	PWBELKNAP-WT Water Treatment
04/24/2017	803781	Verizon Wireless	Water	\$444.60	PWBKLPN MTRSHOP
04/24/2017	803781	Verizon Wireless	Water	\$69.97	PWBKLPN OFFICE
04/24/2017	803781	Verizon Wireless	Wastewater	\$46.64	PWBKLPN OFFICE
04/24/2017	803781	Verizon Wireless	Water	\$58.30	PWBKLPN STORES
04/24/2017	803781	Verizon Wireless	Wastewater	\$19.44	PWBKLPN STORES
04/24/2017	803781	Verizon Wireless	Wastewater	\$758.92	PWBKLPN-WWTRMNT1 Wastewater Treatment
04/24/2017	803781	Verizon Wireless	Telephone System	\$23.03	TeleComm Manager
04/24/2017	803781	Verizon Wireless	Transit	\$39.65	Trans-On Call MET
04/24/2017	803781	Verizon Wireless	Transit	\$13.35	Transit MET
04/24/2017	803781	Verizon Wireless	General	\$320.34	Code Enforcement

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/24/2017	803781	Verizon Wireless	Wastewater	\$107.69	PWBLNP-ENVIRONMENTAL
04/24/2017	803781	Verizon Wireless	General	\$199.02	PRPL-PARKS-SEASONAL
04/24/2017	803781	Verizon Wireless	Wastewater	\$725.71	PWBLKNP ELECTRICIANS
04/24/2017	803781	Verizon Wireless	Wastewater	-\$15.00	PWBLKNP ELECTRICIANS
04/24/2017	803782	Verizon Wireless	Public Safety	\$772.90	Animal Control
04/24/2017	803782	Verizon Wireless	Public Safety	\$199.95	Animal Control MDT
04/24/2017	803782	Verizon Wireless	Police Programs	\$233.54	CCSIU Cell/PTT
04/24/2017	803782	Verizon Wireless	Police Programs	\$268.92	CCSIU MDT
04/24/2017	803782	Verizon Wireless	Police Programs	\$80.02	CCSIU RAVEN
04/24/2017	803782	Verizon Wireless	General	-\$19.35	Finance 406-698-9127 Pat Weber iPad
04/24/2017	803782	Verizon Wireless	Solid Waste	\$448.55	Solid Waste Tablets
04/24/2017	803782	Verizon Wireless	Wastewater	\$128.03	PW-DIS-COLL CITYWORKS 60/40
04/24/2017	803782	Verizon Wireless	Water	\$288.07	PW-Distribution Collection Tablets 60/40
04/24/2017	803782	Verizon Wireless	Wastewater	\$192.05	PW-Distribution Collection Tablets 60/40
04/24/2017	803782	Verizon Wireless	Engineering	\$177.84	PW-Engineering
04/24/2017	803782	Verizon Wireless	Street/Traffic Oper	\$70.03	PW-Streets 406-697-0361 iPad 406-633-1991 iPad
04/24/2017	803782	Verizon Wireless	Street/Traffic Oper	\$240.06	PW-STREETS CITY WORKS
04/24/2017	803782	Verizon Wireless	Water	\$12.01	PWBELKNAP-AIR 60/40
04/24/2017	803782	Verizon Wireless	Water	\$480.18	PWBLKNP METER SHOP
04/24/2017	803782	Verizon Wireless	Water	\$24.01	PWBLKNP WATER TREATMENT
04/24/2017	803782	Verizon Wireless	Water	\$16.00	PWBLKNP WATER TREATMENT
04/24/2017	803782	Verizon Wireless	Water	\$280.07	PWBLNP COMM-METER CityWorks/Neptune
04/24/2017	803782	Verizon Wireless	Water	\$192.05	PW-DIS-COLL CITYWORKS 60/40
04/24/2017	803782	Verizon Wireless	Public Safety	\$165.50	POLICE IPAD
04/24/2017	803782	Verizon Wireless	Public Safety	\$40.01	Police MiFi 406-633-0820
04/24/2017	803782	Verizon Wireless	Public Safety	\$40.01	Police US Marshall Toughbooks
04/24/2017	803782	Verizon Wireless	General	\$40.01	PRPL-PARKS PMD Air Card 406-794-6977
04/24/2017	803782	Verizon Wireless	General	\$40.01	PRPL-RECREATION 406-696-1197 BATTING
04/24/2017	803782	Verizon Wireless	Wastewater	\$18.01	PWBELKNAP-AIR 60/40
04/24/2017	803782	Verizon Wireless	Library	\$80.02	Library Outreach Air Cards
04/24/2017	803782	Verizon Wireless	Public Safety	\$3,630.48	MDT Toughbooks
04/24/2017	803782	Verizon Wireless	Transit	\$470.28	MET Transit Tablets
04/24/2017	803782	Verizon Wireless	Parking	\$40.01	PARKING 406-690-5822
04/24/2017	803782	Verizon Wireless	Police Programs	\$40.01	POLICE Forensics Tim West 406-794-4826
04/24/2017	803782	Verizon Wireless	Public Safety	\$40.03	Police ICAC 406-690-7347
04/24/2017	803783	Walker Parking Consultants	Parking	\$1,678.16	Contract for Professional Architectural
04/24/2017	803783	Walker Parking Consultants	Parking	\$1,678.17	Contract for Professional Architectural
04/24/2017	803783	Walker Parking Consultants	Parking	\$1,678.17	Contract for Professional Architectural
04/24/2017	803786	West Interactive Services Corp, Inc	EOC 911	\$15,411.00	REVERSE 911/ANNUAL PLAN
04/24/2017	803789	Yellowstone County Sheriffs Office	Police Programs	\$4,514.94	PE/PI money.
04/24/2017	803789	Yellowstone County Sheriffs Office	Police Programs	\$3,973.04	Overtime.

<b>Check Date</b>	<b>Check #</b>	<b>Name</b>	<b>Fund Name</b>	<b>Amount</b>	<b>Item Desc</b>
04/24/2017	803791	Yochum Contracting Inc	EOC 911	\$6,623.10	911 Center Site Demolition

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Payment of Claims May 1, 2017

**PRESENTED BY:** Andy Zoeller

**Department:** City Hall Administration

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**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$885,571.86 have been audited and are presented for City Council payment approval. A complete listing of the claims dated May 1, 2017, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

No other alternatives were analyzed.

**FINANCIAL IMPACT**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

councilmemo\_5.1.2017

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Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803803	American Welding & Gas Inc	Water	\$3,929.23	one time fee for lifetime lease on cylinders
05/01/2017	803803	American Welding & Gas Inc	Water	\$237.71	Gas delivery
05/01/2017	803805	Anixter Inc.	Water	\$3,024.83	Fiber for Chemical Building
05/01/2017	803809	Berla Corporation	Police Programs	\$11,655.00	Registration and tuition for Berla Training
05/01/2017	803812	Billings Depot Inc	P.W. Admin	\$5,648.67	May Depot Rent
05/01/2017	803812	Billings Depot Inc	Engineering	\$8,473.00	May Depot Rent
05/01/2017	803813	Bison Engineering Inc	Solid Waste	\$3,786.04	Development of the initial Title V application
05/01/2017	803815	Brenntag Pacific Inc	Wastewater	\$4,960.00	CHEMICALS
05/01/2017	803818	Brockwhite Company Llc	Airport	\$3,758.25	Invoice #12767708-00. Crackseal Material
05/01/2017	803824	Century Link	Parking	\$49.10	406-252-2041 Park 2 Elevator Phone
05/01/2017	803824	Century Link	Airport	\$98.20	406-252-9412 Airport
05/01/2017	803824	Century Link	Fleet	\$52.73	406-256-5047 Motor Pool
05/01/2017	803824	Century Link	Airport	\$50.57	406-256-7070 Airport
05/01/2017	803824	Century Link	EOC 911	\$49.10	406-651-0282 Fire 5 911 Line
05/01/2017	803824	Century Link	General	\$49.10	406-652-0269 Cemetery FAX Line
05/01/2017	803824	Century Link	General	\$50.57	406-652-5507 Parks
05/01/2017	803824	Century Link	Street/Traffic Oper	\$37.59	406-652-8104 PW Traffic Signal 24 Central
05/01/2017	803824	Century Link	General	\$39.35	406-652-8403 Stewart Park Batting Cages
05/01/2017	803824	Century Link	City County Planning	\$43.56	406-656-9578 Planning Traffic
05/01/2017	803824	Century Link	City County Planning	\$36.56	406-656-9604 Planning Traffic Central 9th
05/01/2017	803824	Century Link	General	\$36.56	406-657-3014 Parks 3890 Stillwater
05/01/2017	803824	Century Link	Telephone System	\$2,718.63	406-657-8377 Main System Centrex
05/01/2017	803824	Century Link	Airport	\$62.83	406-256-6014 Airport P9 Building
05/01/2017	803824	Century Link	Airport	\$62.83	406-252-0721 Airport 1FB Line
05/01/2017	803824	Century Link	Telephone System	\$114.87	406-657-3009 PUD Measured Lines
05/01/2017	803824	Century Link	Parking	\$36.58	406-657-3054 Park 1 Elevator Phone
05/01/2017	803824	Century Link	Telephone System	\$78.31	406-252-3774 BOC Measured Lines
05/01/2017	803824	Century Link	Solid Waste	\$50.49	406-256-7001 Solid Waste Scale House
05/01/2017	803834	Dana Safety Supply Inc	Public Safety	\$84.00	466499
05/01/2017	803834	Dana Safety Supply Inc	Public Safety	\$2,900.00	Invoice 461476 - New PD Car Parts
05/01/2017	803834	Dana Safety Supply Inc	Public Safety	\$1,156.00	Invoice 454685 - New PD Car Parts
05/01/2017	803834	Dana Safety Supply Inc	Public Safety	\$99.85	Invoice 453084 - New PD Car Parts
05/01/2017	803834	Dana Safety Supply Inc	Public Safety	\$10.97	Invoice 453247 - New PD Car Parts
05/01/2017	803834	Dana Safety Supply Inc	Public Safety	\$24.00	Invoice 453150 - New PD Car Parts
05/01/2017	803836	DB Squared LLC	Arterial Streets	\$4,199.00	WO 16-12 4th Ave N & Division Capacity
05/01/2017	803838	Dell Marketing Lp	Water	\$19,068.01	WTP TRP FY17
05/01/2017	803838	Dell Marketing Lp	Wastewater	\$18,226.84	WWTP TRP
05/01/2017	803841	DOWL	Water	\$40,544.00	WO 17-01 2017 Water & Sewer Project
05/01/2017	803841	DOWL	Wastewater	\$1,465.00	Sewer Model
05/01/2017	803843	Ebms	City Health Ins Fund	\$1,520.00	May 2017 Fee Breakdown
05/01/2017	803843	Ebms	City Health Ins Fund	\$25,697.80	May 2017 Fee Breakdown

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803843	Ebms	City Health Ins Fund	\$51,622.67	May 2017 Fee Breakdown
05/01/2017	803843	Ebms	City Health Ins Fund	\$826.00	May 2017 Fee Breakdown
05/01/2017	803843	Ebms	City Health Ins Fund	\$1,608.00	May 2017 Fee Breakdown
05/01/2017	803843	Ebms	City Health Ins Fund	\$4,308.10	May 2017 Fee Breakdown
05/01/2017	803853	First Montana Title Co	CDBG	\$15,000.00	FTHB Kobi Riggs 314 Monroe Street
05/01/2017	803859	Gillig Corporation	Transit	\$520.36	AUTO &TRUCK MAINT.ITEMS
05/01/2017	803859	Gillig Corporation	Transit	\$98.26	AUTO &TRUCK MAINT.ITEMS
05/01/2017	803859	Gillig Corporation	Transit	\$1,891.75	BUS MET PO NUM 302966
05/01/2017	803861	Graphic Imprints Inc.	General	\$3,866.00	T-shirt for city league.
05/01/2017	803862	Great West Engineering, Inc	Wastewater	\$6,918.16	WO 16-01 2016 Water/Sewer Replc; Sch 4
05/01/2017	803866	HDR, Inc.	Water	\$2,432.39	WO 17-09 Leavens Reservoir Liner
05/01/2017	803866	HDR, Inc.	Storm Sewer	\$14,350.92	MS4 General Permit - Manual
05/01/2017	803866	HDR, Inc.	Tax Increment East	\$5,642.61	WO 16-21 Exposition Drive Pedestrian
05/01/2017	803866	HDR, Inc.	Tax Increment South	\$12,573.74	WO 17-06 Midland Road Improvements
05/01/2017	803867	High Point Networks LLC	Telephone System	\$4,455.00	Qty.1 Block HPN Professional Services
05/01/2017	803873	Iaff	Sidewalk Debt Svc	\$4,640.90	Payroll Summary
05/01/2017	803874	InfoSend Inc	Water	\$7,817.92	Statements and Postage
05/01/2017	803874	InfoSend Inc	Water	\$2,071.69	Statements and Postage
05/01/2017	803874	InfoSend Inc	Wastewater	\$5,211.94	Statements and Postage
05/01/2017	803874	InfoSend Inc	Wastewater	\$1,381.13	Statements and Postage
05/01/2017	803876	Integrated Powers Services LLC	Wastewater	\$13,478.36	Order 1 - Flender gear box for the #1 washer
05/01/2017	803877	Intermountain Traffic, LLC	Arterial Streets	\$156,886.00	WO 17-99 Signal Upgrade
05/01/2017	803884	Kadrmass Lee & Jackson	Storm Sewer	\$18,315.00	WO 17-07 Hilltop Rd & Aronson Ave
05/01/2017	803884	Kadrmass Lee & Jackson	Water	\$1,975.26	WO 15-18 WTP Clearwell No. 2 Re-coat
05/01/2017	803889	Kustom Signals Inc	Public Safety	\$2,928.00	Pro-Lite+binocular-style lidar includes 2-AA
05/01/2017	803889	Kustom Signals Inc	Public Safety	\$72.00	Shipping & Handling
05/01/2017	803891	Lifeline Training	Public Safety	\$4,563.00	BulletProof Training in Billings for 27 officers
05/01/2017	803893	M-B Companies, Inc.	Airport	\$9,300.97	Invoice #216620. Repairs to High Speed
05/01/2017	803903	Montana CSED	Sidewalk Debt Svc	\$4,096.51	Payroll Summary
05/01/2017	803904	Montana Dakota Utilities CNG	Fleet	\$6,709.53	041917 PO NUM 302984
05/01/2017	803905	Montana Dakota Utilities Co	General	\$117.09	571 295 3342 8
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$90.21	010 490 1000 0
05/01/2017	803905	Montana Dakota Utilities Co	General	\$27.31	061 943 1000 6
05/01/2017	803905	Montana Dakota Utilities Co	Public Safety	\$13.19	062 907 9494 7
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$22.54	110 490 1000 9
05/01/2017	803905	Montana Dakota Utilities Co	Facilities Mngmt	\$306.10	130 733 1000 8
05/01/2017	803905	Montana Dakota Utilities Co	Public Safety	\$536.53	169 233 1000 3
05/01/2017	803905	Montana Dakota Utilities Co	Facilities Mngmt	\$1,807.45	929 780 1000 4
05/01/2017	803905	Montana Dakota Utilities Co	Transit	\$969.98	962 880 1000 0
05/01/2017	803905	Montana Dakota Utilities Co	Facilities Mngmt	\$2,193.59	989 733 1000 0
05/01/2017	803905	Montana Dakota Utilities Co	Facilities Mngmt	\$416.20	993 733 1000 4

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$26.37 800 490 1000 4	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$13.19 832 001 1000 1	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$27.54 868 563 1000 7	
05/01/2017	803905	Montana Dakota Utilities Co	Public Safety	\$283.51 885 880 1000 4	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$281.37 900 490 1000 3	
05/01/2017	803905	Montana Dakota Utilities Co	General	\$52.85 927 890 1000 3	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$137.48 700 490 1000 5	
05/01/2017	803905	Montana Dakota Utilities Co	Parking	\$13.19 717 353 1000 6	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$27.54 735 453 1000 2	
05/01/2017	803905	Montana Dakota Utilities Co	Facilities Mngmt	\$1,484.64 757 633 1000 2	
05/01/2017	803905	Montana Dakota Utilities Co	Solid Waste	\$455.51 770 390 1000 2	
05/01/2017	803905	Montana Dakota Utilities Co	Parking	\$53.29 799 152 1209 0	
05/01/2017	803905	Montana Dakota Utilities Co	P.W. Admin	\$45.70 595 373 1000 1	
05/01/2017	803905	Montana Dakota Utilities Co	Engineering	\$68.57 595 373 1000 1	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$13.30 600 490 1000 6	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$13.30 600 490 1000 6	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$13.19 610 490 1000 4	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$35.39 666 923 1000 7	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$1,356.25 500 490 1000 7	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$37.12 510 490 1000 5	
05/01/2017	803905	Montana Dakota Utilities Co	Public Safety	\$30.87 514 117 0478 9	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$17.30 527 033 1000 4	
05/01/2017	803905	Montana Dakota Utilities Co	Public Safety	\$221.60 533 653 1000 1	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$51.10 566 923 1000 8	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$154.51 310 490 1000 7	
05/01/2017	803905	Montana Dakota Utilities Co	General	\$47.04 371 101 1000 6	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$204.01 410 490 1000 6	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$68.01 410 490 1000 6	
05/01/2017	803905	Montana Dakota Utilities Co	General	\$107.56 437 780 1000 9	
05/01/2017	803905	Montana Dakota Utilities Co	Public Safety	\$261.53 442 190 1000 4	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$109.46 210 490 1000 8	
05/01/2017	803905	Montana Dakota Utilities Co	Library	\$984.75 219 924 4851 0	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$3,152.23 293 780 1000 2	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$6,304.45 293 780 1000 2	
05/01/2017	803905	Montana Dakota Utilities Co	Wastewater	\$3,152.23 293 780 1000 2	
05/01/2017	803905	Montana Dakota Utilities Co	Water	\$463.56 310 490 1000 7	
05/01/2017	803909	Montana State Fireman's Assoc	Sidewalk Debt Svc	\$3,797.27 Payroll Summary	
05/01/2017	803912	MPPA Montana Police Protective Association	Sidewalk Debt Svc	\$2,633.76 Payroll Summary	
05/01/2017	803915	Municipal Emergency Services Inc.	Public Safety	\$2,527.20 MC1CA3SB0H, Custom POINT BLANK	
05/01/2017	803915	Municipal Emergency Services Inc.	Public Safety	\$607.50 VS5A23BV0M, Custom POINT BLANK	
05/01/2017	803915	Municipal Emergency Services Inc.	Public Safety	\$869.21 VS5ABDBV0M, Custom POINT BLANK	

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803915	Municipal Emergency Services Inc.	Public Safety	\$1,408.32	EN4N00BV0J - Custom POINT BLANK
05/01/2017	803917	Napa Auto Parts	Public Safety	\$32.08	833800
05/01/2017	803917	Napa Auto Parts	Public Safety	\$54.00	833984
05/01/2017	803917	Napa Auto Parts	General	\$54.14	834224
05/01/2017	803917	Napa Auto Parts	General	\$38.31	834234
05/01/2017	803917	Napa Auto Parts	Public Safety	\$14.99	834338
05/01/2017	803917	Napa Auto Parts	Public Safety	\$34.28	834396
05/01/2017	803917	Napa Auto Parts	Public Safety	\$121.90	834497
05/01/2017	803917	Napa Auto Parts	Solid Waste	\$50.40	834651
05/01/2017	803917	Napa Auto Parts	General	\$22.14	835142
05/01/2017	803917	Napa Auto Parts	Public Safety	\$150.00	835322
05/01/2017	803917	Napa Auto Parts	Solid Waste	\$72.08	835653
05/01/2017	803917	Napa Auto Parts	Street/Traffic Oper	\$19.70	835656
05/01/2017	803917	Napa Auto Parts	Street/Traffic Oper	\$16.73	835807
05/01/2017	803917	Napa Auto Parts	Street/Traffic Oper	\$44.36	835844
05/01/2017	803917	Napa Auto Parts	Street/Traffic Oper	\$25.22	835887
05/01/2017	803917	Napa Auto Parts	Solid Waste	\$8.07	835955
05/01/2017	803917	Napa Auto Parts	General	-\$32.77	835972
05/01/2017	803917	Napa Auto Parts	Public Safety	\$32.00	836111
05/01/2017	803917	Napa Auto Parts	Public Safety	\$160.36	836226
05/01/2017	803917	Napa Auto Parts	Parking	\$4.48	836404
05/01/2017	803917	Napa Auto Parts	Public Safety	\$160.36	828141
05/01/2017	803917	Napa Auto Parts	Public Safety	\$32.08	829734
05/01/2017	803917	Napa Auto Parts	Public Safety	\$32.08	829737
05/01/2017	803917	Napa Auto Parts	General	\$17.24	830705
05/01/2017	803917	Napa Auto Parts	Fleet	\$20.18	830740
05/01/2017	803917	Napa Auto Parts	Public Safety	\$26.32	830807
05/01/2017	803917	Napa Auto Parts	Public Safety	\$69.00	833099
05/01/2017	803917	Napa Auto Parts	Public Safety	\$6.80	833144
05/01/2017	803917	Napa Auto Parts	Public Safety	\$169.12	833289
05/01/2017	803917	Napa Auto Parts	Public Safety	\$23.84	833336
05/01/2017	803917	Napa Auto Parts	Public Safety	-\$26.32	831537
05/01/2017	803917	Napa Auto Parts	Public Safety	\$44.20	831936
05/01/2017	803917	Napa Auto Parts	Public Safety	\$117.92	832210
05/01/2017	803917	Napa Auto Parts	Public Safety	\$89.38	832241
05/01/2017	803917	Napa Auto Parts	Information Resources	\$5.98	832919
05/01/2017	803917	Napa Auto Parts	Information Resources	\$175.92	832920
05/01/2017	803917	Napa Auto Parts	Public Safety	\$18.33	830861
05/01/2017	803917	Napa Auto Parts	Public Safety	\$16.42	830864
05/01/2017	803917	Napa Auto Parts	Public Safety	\$38.93	831114
05/01/2017	803917	Napa Auto Parts	Public Safety	\$18.33	831177

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803917	Napa Auto Parts	General	-\$17.24	831252
05/01/2017	803917	Napa Auto Parts	Public Safety	\$98.44	831470
05/01/2017	803917	Napa Auto Parts	Fleet	\$135.36	833221 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$9.30	833617 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$26.70	833618 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$7.74	835046 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$5.38	835602 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$182.43	835602 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$75.32	835602 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Fleet	\$11.07	837173 PO NUM 302997
05/01/2017	803917	Napa Auto Parts	Transit	\$38.04	BUS MET PO NUM 302962
05/01/2017	803917	Napa Auto Parts	Transit	\$47.98	AUTO &TRUCK MAINT.ITEMS
05/01/2017	803917	Napa Auto Parts	Transit	\$95.88	AUTO &TRUCK MAINT.ITEMS
05/01/2017	803917	Napa Auto Parts	Transit	\$24.49	AUTO &TRUCK MAINT.ITEMS
05/01/2017	803917	Napa Auto Parts	Transit	\$248.71	AUTO &TRUCK MAINT.ITEMS
05/01/2017	803917	Napa Auto Parts	Fleet	\$27.00	831342 PO NUM 302960
05/01/2017	803917	Napa Auto Parts	Fleet	\$6.40	831342 PO NUM 302960
05/01/2017	803917	Napa Auto Parts	Fleet	\$67.68	831998 PO NUM 302960
05/01/2017	803917	Napa Auto Parts	Fleet	\$9.30	832115 PO NUM 302960
05/01/2017	803917	Napa Auto Parts	Fleet	\$111.80	833125 PO NUM 302960
05/01/2017	803921	Norco Inc	Solid Waste	\$3,000.00	Compressor for the Landfill
05/01/2017	803923	NorthWestern Energy	Water	\$2,636.01	2251 BELKNAP
05/01/2017	803923	NorthWestern Energy	Water	\$66,778.82	2251 BELKNAP
05/01/2017	803923	NorthWestern Energy	Wastewater	\$878.66	2251 BELKNAP
05/01/2017	803923	NorthWestern Energy	Airport	\$64.01	0719616-5. ARFF Facility Lights. April 2017
05/01/2017	803923	NorthWestern Energy	Airport	\$301.67	0712792-1. IP-7. April 2017
05/01/2017	803923	NorthWestern Energy	Airport	\$13.41	0712799-6. IP-8. April 2017
05/01/2017	803923	NorthWestern Energy	Airport	\$1,221.54	0712800-2. IP-9. April 2017
05/01/2017	803923	NorthWestern Energy	Airport	\$132.88	0712817-6. IP-House. April 2017
05/01/2017	803923	NorthWestern Energy	Public Safety	\$2,567.13	0100476-1: FIRE STATION #1 / MONTHLY
05/01/2017	803923	NorthWestern Energy	Water	\$547.53	Airport Rd Waldo
05/01/2017	803923	NorthWestern Energy	Water	\$3,720.29	3116 17th St W
05/01/2017	803923	NorthWestern Energy	Airport	\$24,268.72	0100482-9. Main Vault. April 2017
05/01/2017	803923	NorthWestern Energy	Airport	\$493.01	0712809-3. Alpine Aviation. April 2017
05/01/2017	803923	NorthWestern Energy	Facilities Mngmt	\$5,879.53	0100507-3
05/01/2017	803923	NorthWestern Energy	Public Safety	\$538.20	0712537-0
05/01/2017	803923	NorthWestern Energy	General	\$102.50	0712683-2
05/01/2017	803923	NorthWestern Energy	Transit	\$24.09	0712764-0
05/01/2017	803923	NorthWestern Energy	Parking	\$400.23	0720829-1
05/01/2017	803923	NorthWestern Energy	Parking	\$2,320.32	0720834-1
05/01/2017	803923	NorthWestern Energy	Public Safety	\$349.60	0720840-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803923	NorthWestern Energy	Radio	\$150.98	0721580-9
05/01/2017	803923	NorthWestern Energy	General	\$16.08	0722237-5
05/01/2017	803923	NorthWestern Energy	General	\$5.85	0722247-4
05/01/2017	803923	NorthWestern Energy	Water	\$1,289.62	0722252-4
05/01/2017	803923	NorthWestern Energy	General	\$99.55	0722255-7
05/01/2017	803923	NorthWestern Energy	General	\$33.57	0722257-3
05/01/2017	803923	NorthWestern Energy	General	\$56.56	0722266-4
05/01/2017	803923	NorthWestern Energy	General	\$10.72	0722269-8
05/01/2017	803923	NorthWestern Energy	General	\$12.78	0722292-0
05/01/2017	803923	NorthWestern Energy	General	\$26.92	0722293-8
05/01/2017	803923	NorthWestern Energy	General	\$8.90	0722905-7
05/01/2017	803923	NorthWestern Energy	General	\$114.81	0722933-9
05/01/2017	803923	NorthWestern Energy	General	\$109.41	0723035-2
05/01/2017	803923	NorthWestern Energy	General	\$7.19	0723036-0
05/01/2017	803923	NorthWestern Energy	General	\$199.35	0723037-8
05/01/2017	803923	NorthWestern Energy	General	\$43.52	0723042-8
05/01/2017	803923	NorthWestern Energy	Water	\$974.44	0723043-6
05/01/2017	803923	NorthWestern Energy	General	\$61.05	0723054-3
05/01/2017	803923	NorthWestern Energy	General	\$11.69	0723055-0
05/01/2017	803923	NorthWestern Energy	General	\$44.47	0723056-8
05/01/2017	803923	NorthWestern Energy	General	\$7.79	0723057-6
05/01/2017	803923	NorthWestern Energy	General	\$18.88	0723058-4
05/01/2017	803923	NorthWestern Energy	General	\$7.35	0723090-7
05/01/2017	803923	NorthWestern Energy	General	\$5.85	0723162-4
05/01/2017	803923	NorthWestern Energy	General	\$5.85	0723644-1
05/01/2017	803923	NorthWestern Energy	General	\$5.85	0723645-8
05/01/2017	803923	NorthWestern Energy	General	\$31.69	0789437-1
05/01/2017	803923	NorthWestern Energy	General	\$5.85	0831702-6
05/01/2017	803923	NorthWestern Energy	Parks Maintenance	\$159.97	1059093-3
05/01/2017	803923	NorthWestern Energy	Parking	\$1,428.27	1569636-2
05/01/2017	803923	NorthWestern Energy	Parking	\$1,102.14	1594282-4
05/01/2017	803923	NorthWestern Energy	P.W. Admin	\$350.29	1741314-7
05/01/2017	803923	NorthWestern Energy	Engineering	\$525.42	1741314-7
05/01/2017	803923	NorthWestern Energy	Transit	\$195.57	1784756-7
05/01/2017	803923	NorthWestern Energy	Public Safety	\$370.96	1984150-1
05/01/2017	803923	NorthWestern Energy	Public Safety	\$264.27	1984155-0
05/01/2017	803923	NorthWestern Energy	Parking	\$1,940.68	3067416-2
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0722260-7
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0722261-5
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0722262-3
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0722265-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0722268-0
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0723027-9
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0723038-6
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0723044-4
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0723051-9
05/01/2017	803923	NorthWestern Energy	General	\$0.00	0723052-7
05/01/2017	803929	RDO Equipment Co.	Street/Traffic Oper	\$2,847.38	P19290
05/01/2017	803933	Sanderson Stewart	Water	\$21,071.41	2017 Water & Sewer Project - Sch 3
05/01/2017	803933	Sanderson Stewart	Wastewater	\$22,125.41	2017 Water & Sewer Project - Sch 3
05/01/2017	803934	Sauer Compressors USA Inc	Solid Waste	\$7,368.60	2000 HR maintenance on the CNG Station
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$1,205.05	9167672
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$76.95	9167672
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$102.76	9174246
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$587.15	9186806
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$79.61	9186806
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$405.02	9191721
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	\$153.69	9193389
05/01/2017	803947	Titan Machinery Inc	Street/Traffic Oper	-\$102.76	9222147
05/01/2017	803948	Town & Country Supply Association	Airport	\$17,050.14	Invoice #244563. QTA Car Rental Fuel
05/01/2017	803948	Town & Country Supply Association	Fleet	\$20,145.43	245387 PO NUM 303000
05/01/2017	803948	Town & Country Supply Association	Transit	\$3,883.00	BUS MET PO NUM 302955
05/01/2017	803948	Town & Country Supply Association	Water	\$3,578.36	oil
05/01/2017	803954	Twin Eagle Consulting LLC	Water	\$2,071.24	SCADA System Radio Replacement
05/01/2017	803954	Twin Eagle Consulting LLC	Wastewater	\$2,071.24	SCADA System Radio Replacement
05/01/2017	803955	Unified Supply & Services	Airport	\$3,621.14	Invoice #9044. Bag Belt Drive Chains
05/01/2017	803965	Yellowstone Valley Animal Shelter	Public Safety	\$22,855.58	contract 3-22-17\4-21-17

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Public Hearing and Resolution Adopting Water and Wastewater Rates and Fees

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

**Department:** Public Works

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**PROBLEM/ISSUE STATEMENT**

Public Works engaged AE2S Nexus to conduct a cost of service rate study to review and recommend appropriate water and wastewater user rates, the resale rate for the County Water District of Billings Heights, and wholesale rates for Lockwood Water and Sewer District and Phillips 66 Billings Refinery, as well as calculate the System Development Fees (SDFs) for water and wastewater. The methodology used in the study follows industry standard approaches and recommends rates for each class of customer. The rates allow the Public Works Department to adequately recover costs in proportion to the cost of providing service to each customer class. The following is a summary of the rates and fees proposed for FY 18 and FY 19:

1. Increase the minimum monthly fees for FY 18 for all meter sizes and increase the fee for meter sizes 3" and up for FY 19 for water. Customers with a 3/4" meter would increase by 2% in FY 18 and 0% in FY 19.
2. Increase the volumetric charge for city residential water customers by an average of 3% in FY 18 and 2% in FY 19 and for non-resident residential water customers by an average of 4% in FY 18 and 2% in FY 19.
3. Increase both the inside and outside non-residential volumetric fee for water customers by approximately 3% in FY 18 and 2% in FY 19.
4. Increase the seasonal volumetric fee by approximately 3% in FY 18 and 4% in FY 19.
5. Increase the multi-family water users volumetric rate by about 3% in FY 18 and 2% in FY 19.
6. Decrease the resale rate for County Water District of Billings Heights by 8% in FY 18 and increase it by 5% in FY 19.
7. Increase the private fire protection charges to reflect the current costs of services by increasing the fee by an average of 4% in FY 18 with no increase in FY 19.
8. Increase the wastewater volumetric fee by approximately 3% in FY 18 and 2% in FY 19.
9. Increase the minimum monthly fees by an average of 2% in FY 18 and 3% in FY 19 for wastewater.
10. Adjust the volume charge, fixed monthly fee, and SDF for Lockwood Sewer District, as well as the volume charge and fixed monthly fee for Phillips 66 Refinery to reflect the current costs of services.
11. Increase the SDF for residential, non-residential, and irrigation water connections and for wastewater connections.
12. Adjust water and wastewater fees and charges for various permits and miscellaneous special fees, as well as implementing an additional trip fee, an NSF fee, and administrative service charge which would decrease the fee charged for delinquent services.

The attached resolution specifies the proposed rates and fees. A comparison of current versus

proposed rates is also attached. A public hearing is required per MCA 69-7-111 and if the proposed resolution is approved, rates will be effective July 1, 2017.

## **ALTERNATIVES ANALYZED**

The City Council must hold a public hearing and then may

- approve the recommended resolution
- approve an amended resolution; or
- not approve a resolution. If Council does not approve a resolution specifying rates and fees for FY 18 and FY 19, the rates and fees will continue at current levels, leaving insufficient revenues in the water and wastewater funds to sustain the adopted capital improvement program. System Development Fees (SDFs) must be updated at least every two years to be in compliance with MCA 69-7-1602 and they were last updated July 1, 2015. Thus, a resolution would need to be considered at a future City Council meeting to adjust SDFs.

## **FINANCIAL IMPACT**

The proposed rate and fee adjustments will generate approximately \$500,000 in water revenues in FY 18 and an additional \$300,000 in FY 19, as well as an additional \$300,000 wastewater revenues in FY 18 and an additional \$380,000 in FY 19. In addition, the increases in franchise fees and surcharges for the general fund will be approximately \$32,000 in FY 18 and \$27,000 in FY 19.

## **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting the water and wastewater rate and fee schedule effective July 1, 2017.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Resolution  
Rate comparison

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## RESOLUTION 17-

### **A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.**

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2017 and July 1, 2018.

## WATER RATE AND FEE SCHEDULES

### Schedule I      METERED WATER MONTHLY VOLUME CHARGES

#### Customers within the City

<u>Customer Class</u>	<u>Effective 7/1/17</u> <u>\$ per Ccf</u>	<u>Effective 7/1/18</u> <u>\$ per Ccf</u>
Residential		
Block 1 (0-14 Ccf)	\$ 2.29	\$ 2.33
Block 2 (15-43 Ccf)	\$ 2.74	\$ 2.80
Block 3 (44-100 Ccf)	\$ 3.57	\$ 3.64
Block 4 (>100 Ccf)	\$ 5.36	\$ 5.47
Non-Residential	\$ 2.06	\$ 2.10
Seasonal	\$ 3.29	\$ 3.41
Multi-Family	\$ 2.39	\$ 2.44

#### Customers outside the City

<u>Customer Class</u>	<u>Effective 7/1/17</u> <u>\$ per Ccf</u>	<u>Effective 7/1/18</u> <u>\$ per Ccf</u>
Residential		
Block 1 (0-14 Ccf)	\$ 2.37	\$ 2.42
Block 2 (15-43 Ccf)	\$ 2.85	\$ 2.90
Block 3 (44-100 Ccf)	\$ 3.71	\$ 3.78
Block 4 (>100 Ccf)	\$ 5.56	\$ 5.67
Non-Residential	\$ 2.18	\$ 2.23
Resale	\$ 1.72	\$ 1.81

### Schedule II      MINIMUM MONTHLY WATER CHARGES

#### Customers within the City

<u>Meter Size</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
3/4"	\$ 8.15	\$ 8.15
1"	\$ 9.15	\$ 9.15
1-1/2"	\$ 10.80	\$ 10.80
2"	\$ 15.30	\$ 15.30
3"	\$ 46.10	\$ 48.50
4"	\$ 57.80	\$ 60.80
6"	\$ 85.05	\$ 89.45
8"	\$ 116.20	\$ 122.20
10"	\$ 179.80	\$ 189.05

**Customers outside the City**

<u>Meter Size</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
3/4"	\$ 8.75	\$ 8.75
1"	\$ 10.00	\$ 10.00
1-1/2"	\$ 11.75	\$ 11.75
2"	\$ 16.65	\$ 16.65
3"	\$ 50.10	\$ 52.70
4"	\$ 62.80	\$ 66.05
6"	\$ 92.45	\$ 97.20
8"	\$ 126.35	\$ 132.85
10"	\$ 195.40	\$ 205.45

**Schedule III**

**PRIVATE FIRE PROTECTION CHARGES**

<u>Connection Size</u>	<u>Effective 7/1/17</u>	
	<u>Inside City</u>	<u>Outside City</u>
1-1/4"	\$ 24.40	\$ 24.70
1-1/2"	\$ 32.50	\$ 32.95
2"	\$ 52.05	\$ 52.70
3"	\$ 130.05	\$ 131.85
4"	\$ 227.55	\$ 230.70
6"	\$ 520.05	\$ 527.30
8"	\$ 910.10	\$ 922.75
10"	\$ 1,430.15	\$ 1,450.05
12"	\$ 2,059.45	\$ 2,088.05
14"	\$ 2,803.10	\$ 2,842.10

**Schedule IV**

**WATER SPECIAL FEES AND CHARGES**

	<u>Effective 7/1/17</u>
1.) Application for extension of the water distribution system of the City	\$ 160.00
2.) Application for water service line installation permits	\$ 115.00
3.) Special agreements	\$ 115.00
4.) Water meter accuracy test fee	
(a) Small meter (in shop)	\$ 60.00
(b) Large meter (in field)	\$ 165.00
(c) Hydrant meter rental (\$/day)	\$ 4.70
5.) Construction meter setting and removal fee (\$/meter)	\$ 50.00
6.) Fireflow fee (\$/hydrant)	\$ 100.00
7.) Turn-on/Turn-off charge	
(a) Normal working hours	\$ 35.00
(b) Outside normal working hours	\$ 90.00
8.) Utility bill insert fee (\$/insert)	\$ 0.40

--City Departments charged for actual costs incurred from utility billing vendor

9.) Water main tapping fee	
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$ 140.00
(b) Over two inch diameter tap (\$/tap each visit)	\$ 320.00
(c) Extra charge for cylinder pipe	\$ 880.00
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 115.00
<i>--Water for flushing, testing, and chlorinating charged at current seasonal rate per Ccf</i>	
11.) Administrative service charge	\$ 5.00
12.) Delinquent service charge	
(a) Normal working hours	\$ 50.00
(b) Outside normal working hours	\$ 75.00
13.) Additional trip fee (per trip)	\$ 15.00
14.) NSF fee	\$ 25.00
15.) City of Billings franchise fee	4.0%
16.) Late payment interest charge (%/month)	1.5%
17.) Water service line/fireline repair program fee (\$/month)	\$ 1.30

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**Schedule V                      WATER SYSTEM DEVELOPMENT FEES**

<b>Meter or Service Line Size</b>	<b>Effective 7/1/17</b>		
	<b>Residential</b>	<b>Non-Residential</b>	<b>Irrigation</b>
3/4" or less (1 EDU)	\$ 2,850	\$ 8,495	\$ 10,335
1"	\$ 2,850	\$ 14,410	\$ 17,525
1-1/2"	\$ 2,850	\$ 28,805	\$ 35,060
2"	\$ 2,850	\$ 46,095	\$ 56,100
3"	\$ 2,850	\$ 92,195	\$ 112,160
4"	\$ 2,850	\$ 144,055	\$ 175,250

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows:

$$SDF = (ADD * 8.03) * 1.025$$

Where:

ADD is the projected average day demand of the new user in gallons per day,

8.03 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component and

.025 equals the administrative fee.

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## WASTEWATER RATE AND FEE SCHEDULES

### Schedule I

#### WASTEWATER MONTHLY VOLUME CHARGES

<u>Customer Class</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
	<u>\$ per Ccf</u>	<u>\$ per Ccf</u>
<b><u>Customers within the City</u></b>		
Residential	\$ 3.29	\$ 3.37
Large Residential	\$ 3.29	\$ 3.37
Commercial-Domestic Strength	\$ 3.29	\$ 3.37
Commercial-High Strength	\$ 5.10	\$ 5.25
<b><u>Customers outside the City</u></b>	<b>\$ 3.29</b>	<b>\$ 3.37</b>

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### Schedule IA

#### MINIMUM MONTHLY WASTEWATER CHARGES

##### Customers within the City

<u>Meter Size</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
3/4"	\$ 6.60	\$ 6.80
1"	\$ 8.40	\$ 8.65
1-1/2"	\$ 10.35	\$ 10.60
2"	\$ 10.80	\$ 11.10
3"	\$ 17.45	\$ 17.90
4"	\$ 66.15	\$ 67.90
6"	\$ 84.20	\$ 86.45
8"	\$ 126.25	\$ 129.65
10"	\$ 174.35	\$ 179.05

##### Customers outside the City

<u>Meter Size</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
3/4"	\$ 7.25	\$ 7.45
1"	\$ 9.20	\$ 9.45
1-1/2"	\$ 11.35	\$ 11.60
2"	\$ 11.85	\$ 12.15
3"	\$ 19.10	\$ 19.60
4"	\$ 72.75	\$ 74.65
6"	\$ 92.60	\$ 95.10
8"	\$ 138.90	\$ 142.60
10"	\$ 191.80	\$ 196.95

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**Schedule IB****LOCKWOOD WASTEWATER MONTHLY CHARGES**

<u>Lockwood Sewer District</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
Volume Charge	\$ .861/Ccf	\$ .882/Ccf
Fixed Monthly Fee	\$8,026	\$20,555
Surcharge Fee	6%	6%

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**Schedule IC****PHILLIPS 66 WASTEWATER MONTHLY CHARGES**

<u>Phillips 66 Billings Refinery</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
Volume Charge	\$ .610/Ccf	\$ .624/Ccf
Fixed Monthly Fee	\$5,033	\$11,292
Surcharge Fee	6%	6%

---

**Schedule II****WASTEWATER EXTRA STRENGTH SURCHARGE**

<u>Unit Charges</u>	<u>Effective 7/1/17</u>	<u>Effective 7/1/18</u>
X = BOD (\$/lb)	\$ 0.4510	\$ 0.4510
Y = TSS (\$/lb)	\$ 0.4668	\$ 0.4671

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**Schedule III****WASTEWATER SPECIAL FEES AND CHARGES**

	<u>Effective 7/1/17</u>
1.) Application for extension of the wastewater collection system of the City	\$ 160.00
2.) Application for sanitary sewer service permits:	
(a) Domestic users service line installation permit	\$ 115.00
(b) Industrial users permit	\$ 1,680.00
3.) Special agreements	\$ 115.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 39.87
5.) Administrative service charge	\$ 5.00
6.) Delinquent service charge	
(a) Normal working hours	\$ 50.00
(b) Outside normal working hours	\$ 75.00
7.) Additional trip fee (per trip)	\$ 15.00
8.) NSF fee	\$ 25.00
9.) City of Billings franchise fee	4.0%
10.) Late payment interest charge (%/month)	1.5%

---

**Schedule IV**

**WASTEWATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Effective 7/1/17</u>
3/4" or less(1 EDU)	\$ 1,890
1"	\$ 5,800
1-1/2"	\$ 16,845
2"	\$ 29,080
3"	\$ 75,455
4"	\$ 176,645

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$6.47 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and  
TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

- \$6.47 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.
- .897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.
- .050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.
- .053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.
- 1.025 represents the administrative charge.

**Schedule V**

**LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Effective 7/1/17</u>
3/4" or less(1 EDU)	\$ 920
1"	\$ 2,825
1-1/2"	\$ 8,215
2"	\$ 14,185
3"	\$ 36,805
4"	\$ 86,165

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$3.17 * \text{Flow} * (.897 + (\text{BOD} * .050 / 200) + (\text{TSS} * .053 / 200))) * 1.025$$

Where:

Flow is the projected maximum monthly average wastewater flow of the new user in gallons per day, and  
BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and  
TSS is the projected TSS loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$3.17 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

.897 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

.050 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

.053 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

1.025 represents the administrative charge.

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2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

**PASSED AND ADOPTED** by the City Council of the City of Billings, Montana, on the \_\_\_<sup>th</sup> day of May, 2017.

CITY OF BILLINGS

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

\_\_\_\_\_  
Denise Bohlman, City Clerk

## WATER AND WASTEWATER RATE AND FEE COMPARISON

### METERED WATER MONTHLY VOLUME CHARGES (\$ per Ccf)

#### Customers within the City

<u>Customer Class</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
Residential			
Block 1 (0-14 Ccf)	\$ 2.21	\$ 2.29	\$ 2.33
Block 2 (15-43 Ccf)	\$ 2.65	\$ 2.74	\$ 2.80
Block 3 (44-100 Ccf)	\$ 3.45	\$ 3.57	\$ 3.64
Block 4 (>100 Ccf)	\$ 5.18	\$ 5.36	\$ 5.47
Non-Residential	\$ 2.00	\$ 2.06	\$ 2.10
Seasonal	\$ 3.18	\$ 3.29	\$ 3.41
Multi-Family	\$ 2.31	\$ 2.39	\$ 2.44

#### Customers outside the City

<u>Customer Class</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
Residential			
Block 1 (0-14 Ccf)	\$ 2.29	\$ 2.37	\$ 2.42
Block 2 (15-43 Ccf)	\$ 2.75	\$ 2.85	\$ 2.90
Block 3 (44-100 Ccf)	\$ 3.58	\$ 3.71	\$ 3.78
Block 4 (>100 Ccf)	\$ 5.37	\$ 5.56	\$ 5.67
Non-Residential	\$ 2.12	\$ 2.18	\$ 2.23
Resale	\$ 1.86	\$ 1.72	\$ 1.81

### MINIMUM MONTHLY WATER CHARGES

#### Customers within the City

<u>Meter Size</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
3/4"	\$ 8.00	\$ 8.15	\$ 8.15
1"	\$ 9.01	\$ 9.15	\$ 9.15
1-1/2"	\$ 10.45	\$ 10.80	\$ 10.80
2"	\$ 14.41	\$ 15.30	\$ 15.30
3"	\$ 43.58	\$ 46.10	\$ 48.50
4"	\$ 54.35	\$ 57.80	\$ 60.80
6"	\$ 79.55	\$ 85.05	\$ 89.45
8"	\$ 108.37	\$ 116.20	\$ 122.20
10"	\$ 167.10	\$ 179.80	\$ 189.05

#### Customers outside the City

<u>Meter Size</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
3/4"	\$ 8.60	\$ 8.75	\$ 8.75
1"	\$ 9.80	\$ 10.00	\$ 10.00
1-1/2"	\$ 11.39	\$ 11.75	\$ 11.75
2"	\$ 15.78	\$ 16.65	\$ 16.65
3"	\$ 48.09	\$ 50.10	\$ 52.70
4"	\$ 60.01	\$ 62.80	\$ 66.05
6"	\$ 88.02	\$ 92.45	\$ 97.20
8"	\$ 119.98	\$ 126.35	\$ 132.85
10"	\$ 185.17	\$ 195.40	\$ 205.45

**PRIVATE FIRE PROTECTION CHARGES**

Connection Size	Current		FY 18 & FY 19	
	Inside City	Outside City	Inside City	Outside City
1-1/4"	\$ 23.35	\$ 23.65	\$ 24.40	\$ 24.70
1-1/2"	\$ 31.10	\$ 31.55	\$ 32.50	\$ 32.95
2"	\$ 49.80	\$ 50.45	\$ 52.05	\$ 52.70
3"	\$ 124.45	\$ 126.15	\$ 130.05	\$ 131.85
4"	\$ 217.75	\$ 220.75	\$ 227.55	\$ 230.70
6"	\$ 497.65	\$ 504.60	\$ 520.05	\$ 527.30
8"	\$ 870.90	\$ 883.00	\$ 910.10	\$ 922.75
10"	\$ 1,368.55	\$ 1,387.60	\$ 1,430.15	\$ 1,450.05
12"	\$ 1,970.75	\$ 1,998.15	\$ 2,059.45	\$ 2,088.05
14"	\$ 2,682.40	\$ 2,719.70	\$ 2,803.10	\$ 2,842.10

**WATER SPECIAL FEES AND CHARGES**

	Current	FY 18 & FY 19
1.) Application for extension of the water distribution system of the City	\$ 160.00	\$ 160.00
2.) Application for water service line installation permits	\$ 105.00	\$ 115.00
3.) Special agreements	\$ 105.00	\$ 115.00
4.) Water meter accuracy test fee		
(a) Small meter (in shop)	\$ 55.00	\$ 60.00
(b) Large meter (in field)	\$ 150.00	\$ 165.00
(c) Hydrant meter rental (\$/day)	\$ 4.50	\$ 4.70
5.) Constructin meter setting and removal fee (\$/meter)	\$ 45.00	\$ 50.00
6.) Fireflow fee (\$/hydrant)	\$ 90.00	\$ 100.00
7.) Turn-on/Turn-off charge		
(a) Normal working hours	\$ 35.00	\$ 35.00
(b) Outside normal working hours	\$ 90.00	\$ 90.00
8.) Utility bill insert fee (\$/insert)	\$ 0.40	\$ 0.40
--City Departments charged for actual costs incurred from utility billing vendor		
9.) Water main tapping fee		
(a) Two inch diameter tap or smaller (\$/tap each visit)	\$ 140.00	\$ 140.00
(b) Over two inch diameter tap (\$/tap each visit)	\$ 320.00	\$ 320.00
(c) Extra charge for cylinder pipe	\$ 880.00	\$ 880.00
10.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 115.00	\$ 115.00
--Water for flushing, testing, and chlorinating at current seasonal rate per Ccf		
11.) Administrative service charge	\$ -	\$ 5.00
12.) Delinquent service charge		
(a) Normal working hours	\$ 80.00	\$ 50.00
(b) Outside normal working hours	\$ 120.00	\$ 75.00
13.) Additional trip fee (per trip)	\$ -	\$ 15.00
14.) NSF fee	\$ -	\$ 25.00
15.) City of Billings franchise fee	4.0%	4.0%
16.) Late payment interest charge (%/month)	1.5%	1.5%
17.) Water service line/fireline repair program fee (\$/month)	\$ 1.30	\$ 1.30

**WATER SYSTEM DEVELOPMENT FEES**

Meter or Service Line Size	Current			FY 18 & FY 19		
	Residential	Non-Residential	Irrigation	Residential	Non-Residential	Irrigation
3/4" or less (1 EDU)	\$ 2,275	\$ 6,680	\$ 8,035	\$ 2,850	\$ 8,495	\$ 10,335
1"	\$ 2,275	\$ 11,330	\$ 13,625	\$ 2,850	\$ 14,410	\$ 17,525
1-1/2"	\$ 2,275	\$ 22,655	\$ 27,255	\$ 2,850	\$ 28,805	\$ 35,060
2"	\$ 2,275	\$ 36,250	\$ 43,615	\$ 2,850	\$ 46,095	\$ 56,100
3"	\$ 2,275	\$ 72,510	\$ 87,190	\$ 2,850	\$ 92,195	\$ 112,160
4"	\$ 2,275	\$ 113,300	\$ 136,235	\$ 2,850	\$ 144,055	\$ 175,250

**WASTEWATER MONTHLY VOLUME CHARGES (\$ per Ccf)****Customer Class**

<u>Customers within the City</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
Residential	\$ 3.20	\$ 3.29	\$ 3.37
Large Residential	\$ 3.20	\$ 3.29	\$ 3.37
Commercial-Domestic Strength	\$ 3.20	\$ 3.29	\$ 3.37
Commercial-High Strength	\$ 4.95	\$ 5.10	\$ 5.25
<b>Customers outside the City</b>	\$ 3.20	\$ 3.29	\$ 3.37

**MINIMUM MONTHLY WASTEWATER CHARGES****Customers within the City****Meter Size**

<u>(Inches)</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
3/4"	\$ 6.45	\$ 6.60	\$ 6.80
1"	\$ 8.20	\$ 8.40	\$ 8.65
1-1/2"	\$ 10.10	\$ 10.35	\$ 10.60
2"	\$ 10.55	\$ 10.80	\$ 11.10
3"	\$ 17.00	\$ 17.45	\$ 17.90
4"	\$ 64.50	\$ 66.15	\$ 67.90
6"	\$ 82.10	\$ 84.20	\$ 86.45
8"	\$ 123.15	\$ 126.25	\$ 129.65
10"	\$ 170.05	\$ 174.35	\$ 179.05

**Customers outside the City****Meter Size**

<u>(Inches)</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
3/4"	\$ 7.10	\$ 7.25	\$ 7.45
1"	\$ 9.00	\$ 9.20	\$ 9.45
1-1/2"	\$ 11.10	\$ 11.35	\$ 11.60
2"	\$ 11.60	\$ 11.85	\$ 12.15
3"	\$ 18.65	\$ 19.10	\$ 19.60
4"	\$ 71.00	\$ 72.75	\$ 74.65
6"	\$ 90.35	\$ 92.60	\$ 95.10
8"	\$ 135.50	\$ 138.90	\$ 142.60
10"	\$ 187.10	\$ 191.80	\$ 196.95

**LOCKWOOD WASTEWATER MONTHLY CHARGES**

	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
Volume Charge (per Ccf)	\$ 0.919	\$ 0.861	\$ 0.882
Fixed Monthly Fee	\$ 22,901	\$ 8,026	\$ 20,555
Surcharge Fee	6%	6%	6%

**PHILLIPS 66 WASTEWATER MONTH CHARGES**

	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
Volume Charge (per Ccf)	\$ 0.556	\$ 0.610	\$ 0.624
Fixed Monthly Fee	\$ 10,609	\$ 5,033	\$ 11,292
Surcharge Fee	6%	6%	6%

**WASTEWATER EXTRA STRENGTH SURCHARGE**

<u>Unit Charges</u>	<u>Current</u>	<u>FY 18</u>	<u>FY 19</u>
X = BOD (\$/lb)	\$ 0.4510	\$ 0.4510	\$ 0.4510
Y = TSS (\$/lb)	\$ 0.4668	\$ 0.4668	\$ 0.4671

**WASTEWATER SPECIAL FEES AND CHARGES**

	<u>Current</u>	<u>FY 18 &amp; FY 19</u>
1.) Application for extension of the wastewater collection system of the City	\$ 160.00	\$ 160.00
2.) Application for sanitary sewer service permits:		
(a) Domestic users service line installation permit	\$ 105.00	\$ 115.00
(b) Industrial users permit	\$ 1,600.00	\$ 1,680.00
3.) Special agreements	\$ 105.00	\$ 115.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 39.87	\$ 39.87
5.) Administrative service charge	\$ -	\$ 5.00
6.) Delinquent service charge		
(a) Normal working hours	\$ 80.00	\$ 50.00
(b) Outside normal working hours	\$ 120.00	\$ 75.00
7.) Additional trip fee (per trip)	\$ -	\$ 15.00
8.) NSF fee	\$ -	\$ 25.00
9.) City of Billings franchise fee	4.0%	4.0%
10.) Late payment interest charge (%/month)	1.5%	1.5%

**WASTEWATER SYSTEM DEVELOPMENT FEES**

Meter or Service		
<u>Line Size</u>	<u>Current</u>	<u>FY 18 &amp; FY19</u>
3/4" or less (1 EDU)	\$ 1,760	\$ 1,890
1"	\$ 5,410	\$ 5,800
1-1/2"	\$ 15,705	\$ 16,845
2"	\$ 27,110	\$ 29,080
3"	\$ 70,340	\$ 75,455
4"	\$ 164,680	\$ 176,645

**LOCKWOOD WASTEWATER SYSTEM DEVELOPMENT FEES**

Meter or Service		
<u>Line Size</u>	<u>Current</u>	<u>FY 18 &amp; FY19</u>
3/4" or less (1 EDU)	\$ 905	\$ 920
1"	\$ 2,780	\$ 2,825
1-1/2"	\$ 8,080	\$ 8,215
2"	\$ 13,950	\$ 14,185
3"	\$ 36,190	\$ 36,805
4"	\$ 84,730	\$ 86,165

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Public Hearing and Resolution Authorizing Staff to Sell Parkland South of Alkali Creek Road and West of the BBWA Canal

**PRESENTED BY:** Mike Whitaker

**Department:** Parks/Rec/Public Lands

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**PROBLEM/ISSUE STATEMENT**

In January 2010, Council requested PRPL staff to study a procedure to evaluate parkland for potential disposal. In January of 2011, Council gave direction to staff to proceed with evaluation of parklands. In January of 2012, the Parks, Recreation and Cemetery Board (PRC Board) formed a sub-committee to work with staff to evaluate and recommend properties to be sold. Of the more than 500 properties evaluated, 38 properties were identified as having the potential to be sold. Recently staff was made aware of interest in purchasing a parcel of parkland in the Rolle Subdivision which had been previously identified by the Sale of Parkland Committee and staff as being suitable for sale. The property is a 4.08 acre flag lot located on the south side of Alkali Creek Road with an approximate 40 foot wide street frontage between the addresses of 248 and 336 Alkali Creek Road. The bulk of the property lies mid-block between Alkali Creek Road and Airport Road. The tax Identification Number is A13375. This parcel was dedicated as parkland when the plat for Rolle Subdivision was originally filed. Staff ordered a certified market analysis which valued the property at \$88,900, and that would be the minimum acceptable price.

The proceeds from the sale of this parkland will be utilized in the same way as past sales in the following order:

- Pay for costs incurred in the sale process.
- Proceeds to pay for park improvements in the area where the land was sold.
- Proceeds to pay for development of Community and Regional parks in Billings.

Staff recommends that Council conduct a public hearing and then consider the resolution authorizing the property sale.

**ALTERNATIVES ANALYZED**

City Council may:

- Accept the recommendation to sell the parkland parcel in Rolle Subdivision and approve the resolution authorizing the sale, or,
- Not approve the sale of this parkland and provide direction to staff.

**FINANCIAL IMPACT**

The sale of this parkland parcel will generate revenue and reduce liability exposure to the City.

## **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution approving the parkland sale in the Rolle Subdivision to the highest bidder with the minimum bid being \$88,900.

## **APPROVED BY CITY ADMINISTRATOR**

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### **Attachments**

Alkali Creek Property Resolution

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**RESOLUTION 17-\_\_\_\_\_**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of a single property it currently owns, located within the Rolle Subdivision, Billings, Yellowstone County, Montana, and herein described.

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 22nd day of May 2017;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA AS FOLLOWS:

That the City staff is authorized to proceed with disposal of this property described as follows under the requirements of Section 22-902 of the Billings Montana City Code:

ROLLE SUBD, S28, T01 N, R26 E, BLOCK 3, Lot 5

The property is a 4.08 acre flag lot located on the south side of Alkali Creek Road with an approximate 40 foot wide street frontage between the addresses of 248 and 336 Alkali Creek Road. The bulk of the property lies mid-block between Alkali Creek Road and Airport Road. Tax Identification Number A13375. See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 22nd day of May 2017.

THE CITY OF BILLINGS:

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor

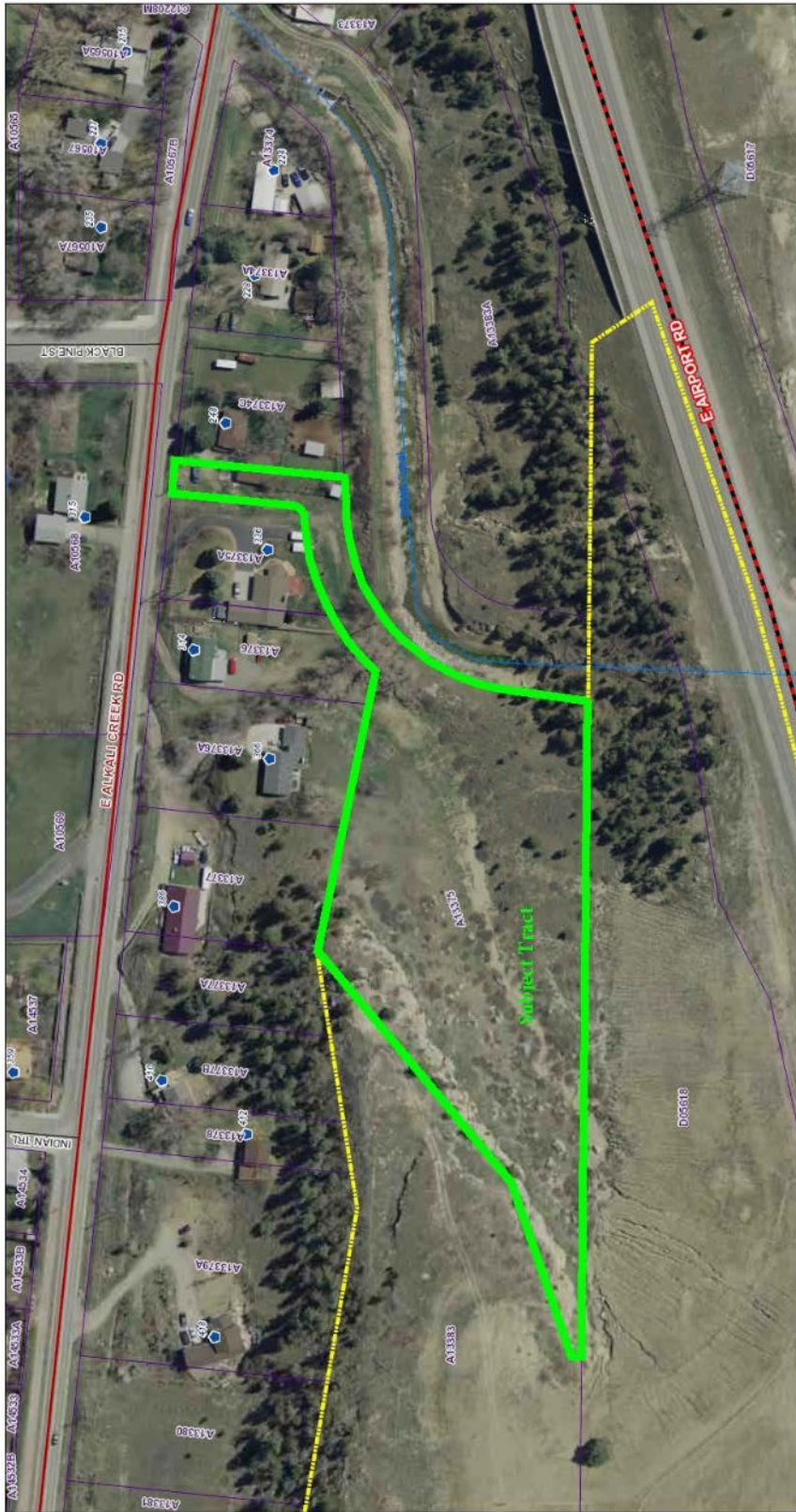
ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, City Clerk

Exhibit A

ArcGIS Web Map

Exhibit A



January 23, 2017



**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Public Hearing for Annexation Committee Limits of Annexation Map Recommendations

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

The City Council adopted the current Limits of Annexation Map on May 23, 2016. The Annexation Policy requires the City to review and consider updates to the policy and map whenever the Capital Improvements Plan is revised. Council approved the 2018-2022 Capital Improvements Plan on March 27, 2017. The Council made amendments to the City Annexation Policy at its meeting on May 8. These recommendations for a map amendment follow the revised Policy. The Council is expected to conduct a public hearing and take formal action on the Annexation Committee map amendment recommendations at this meeting.

**ALTERNATIVES ANALYZED**

In making its recommendations to expand the Limits of Annexation Map Red Area in 2017, staff considered the ability to serve areas outside the existing City limits with existing resources, effects on City residents, and programmed improvements, including the Capital Improvement Plan (CIP). The Committee also strives not to favor one department's ability to provide service over another department's limitations.

In considering the Annexation Committee's recommendations, the Council may:

- Approve the Annexation Committee's recommendation that the City of Billings Amend the Limits of Annexation Map.
- Modify the Annexation Committee's recommendations. This option would require that the Council delay final action until the June 12 meeting because the changes must be adopted by Resolution and staff would need a few days to amend the map as directed by Council.
- Conduct the public hearing but take no action to amend the Limits of Annexation Map at this time, not bringing property into the Red Area as recommended by staff.

**FINANCIAL IMPACT**

Annexation of property to the City of Billings increases the City's tax base. At the same time, the City bears the cost of additional service demands. The Annexation Policy and the Limits of Annexation Map are management tools to help City staff and the Council balance this cost versus benefit of adding property to the City and providing services to that property. The proposed Map amendments would have an impact on City services as additional property outside of the current Limits of Annexation Map area would be brought into the City Annexation Petition Area for immediate annexation to the City and provision of services. While the Committee does not have specific financial estimates for serving these two new properties if annexed, the Committee discussed at length the properties' distance to services and the effects on public safety services and response time. There is further discussion of these issues in the Background section of this memo.

The Annexation Committee in 2015 recommended that the City Council consider conducting a cost of service analysis to help in determining the cost-to-benefit ratio of allowing certain property proposed to be developed in certain ways to be annexed into the City. The Council favored this recommendation and the Council will be following up on discussion of a Cost of Service Study at a Work Session in September 2017.

## **BACKGROUND**

The City Council first adopted an Annexation Policy and accompanying Map 15 years ago on May 28, 2002. The original adoption of the Policy was driven by annexations in the early 2000s of areas like Rehberg Ranch and Briarwood that were placing significant service demands on City services and the Council realized it needed a formal process and criteria to make future annexation decisions. To provide guidance on Annexation Policy and Map amendments, an Annexation Committee, consisting of representatives from the Parks, Recreation and Public Lands, Police, Fire, Public Works, Transit, Administration, and Planning Departments, Billings School District 2, and County Water District of Billings Heights advises the City Council. The Committee reviews map amendment requests from private property owners as well as City Departments, and also makes recommendations on updates to the Policy and Map brought to the Committee from City staff. The current adopted policy established two limits of annexation. The City Annexation Petition Area (Red) defines an area where annexation petitions may be supported in the short term. The Long Range Urban Planning Area (Orange) covers areas where City services may be extended but would require additional analysis and funding to support those services.

The City of Billings has annexed more than 4 square miles since 2004 (38.65 to 43 sq. mi.), when the Policy and Limits of Annexation Map were further refined to be similar to what they are today. The community's growth over this 13 year period has challenged the City's ability to balance serving new areas and maintaining a high level of service to present citizens. The committee has been cautious in recommending any expansion of the annexation areas because expansion may add to the challenges of achieving that balance.

The Committee has maintained the premise that since the City in the past determined its ability to serve property already in the City Annexation Petition Area, the City's commitment to considering annexing property already in the Red Area should be maintained. This approach is something the Council may make further determinations on, as annexations are at the complete discretion of the City Council, but the Committee wants to ensure the Council understands its approach to both Limits of Annexation Map Amendments and Annexation Petition requests annually.

### **Limits of Annexation Map Amendment Requests**

The Committee has met three times from December 2016 through April 2017 to discuss revisions to the Policy and Map. Committee recommendations on some Policy amendments were brought to the Council at its May 8 Regular Meeting. This memo is focused on one map amendment recommendation based on the Policy amendments the Council approved. The Committee received one request from two property owners and their agent for a map amendment. There were no internal City staff requests for map amendments for City-owned property. The two property owners and their agent requested to include property in the City Annexation Petition Area (Red), bringing it from outside of the Long Range Urban Planning Area.

### **Staley/Forbes/Oakland (West Billings)**

Rimrock Road and 70<sup>th</sup> Street West - Amended Tract 2A, Amended Tracts 2 and 3, C/S 2465 and Tract 1, C/S 1871.

This request involves about 116 acres of land at the northwest corner of the intersection of Rimrock Road and 70<sup>th</sup> Street West. The property is currently used for dry land farming with no buildings on it. The Oakland Companies would like to annex the property to the City and continue similar residential single-family development that is adjacent to the subject property to the east in Copper Ridge Subdivision.

The request is unusual as the property is currently located outside of the City's Limits of Annexation Map jurisdiction. It is neither within the Long Range Urban Planning Area or the City Annexation Petition Area. The request is to bring the property directly to the City Annexation Petition Area for immediate annexation without first bringing it into the Long Range Urban Planning Area. This approach does not follow the City's past practice of first having owners request to bring a property that is outside of the Limits of Annexation Map into the Long Range Urban Planning Area. The applicant prepared an Urban Planning Study and took the position that since all of the work for both a Long Range Urban Planning Area request and a Red Area request have been met, the City should consider the request and find it complies with the Annexation Policy.

The Annexation Committee finds this request should be evaluated under the new Section 3(b) *Consideration of property outside the Long Range Urban Planning Area being brought directly into the City Annexation Petition Area*. The Committee found that the request met the criteria outlined in Section 3(b) as follows:

- An Urban Planning Study has been completed on the subject property and the City has performed long range water and sewer service studies that include the property.
- City water and sewer lines are directly adjacent to the property in Rimrock Road and Copper Bluffs Circle, and are sized appropriately to serve development on the subject property.
- The subject property is directly adjacent to the existing City Limits.
- The adjacent property already in the City is being developed to City standards as part of Copper Ridge Subdivision, 6<sup>th</sup> Filing and was designed to connect via Copper Bluffs Circle to the subject property.
- City service providers, including Public Works, Police, and Fire state that they are able to adequately serve the property without immediate increases in resources. However, Police and Fire staff indicated that response times may increase under current staffing and facilities with added service demands.

**Annexation Committee Comments:** Overall, City staff supported including this property in the City Annexation Petition Area on the Limits of Annexation Map because of the unusual circumstances regarding adjacent developed property in the City and existing oversized water and sewer infrastructure that was stubbed to the property at the City's direction. There were some concerns regarding service demand and distance to services as well as the Committee's interest overall in the City first focusing on serving areas already in the City Annexation Petition Area.

### **Public Works**

Public Works staff stated they would like to see areas currently in the Red area develop and less expanding of boundaries far from City service center. However, Public Works is able to serve the property through existing infrastructure (water, sewer) and with its Street and Traffic, and Solid Waste operations. Public Works staff did indicate that since the property on the south side of Rimrock Road in this area was not expected to be annexed into the City it would be important

to ensure Rimrock Road across the south side of the property was built to City standard.

### **PRPL**

Parks, Recreation and Public Lands staff stated the City park system needs to develop some large regional parks in West Billings to accommodate the user demand the City has now. The addition of more residential development, while not addressing the current regional park demand, is a challenge for providing park services, according to staff. Developing Cottonwood Park and securing land for additional regional parks in the area would address this service concern.

### **MET**

MET Transit staff stated that MET is not able to serve this property. The closest MET Transit service is at the intersection of Shiloh Road and Rimrock Road, about 3.5 miles from the subject property. From a general transportation planning perspective, MET Transit staff stated that having development in the area meet City standards instead of County standards would be positive in the long term.

### **Administration**

City Administration staff expressed concern about the property being outside of the Limits of Annexation Map's jurisdiction but also acknowledged the usual circumstances of having the property already served by water and sewer infrastructure, and roads. The new allowance in the Annexation Policy to consider serving properties in these kind of unusual situations is a tool that may help in certain circumstances, but the City should continue to evaluate how it uses the Annexation Policy and Map going forward to manage growth and service impacts.

### **Planning**

Planning staff also acknowledged the property already is set up to be served by the City, given the existing infrastructure and adjacent property developed in the City. Staff did note that the subject property is 11 miles from the Billing Operation Center, almost 3 miles from the newest Fire Station on 54<sup>th</sup> Street West, about 7 miles from Stewart Park MET Transfer Center, and at the very tip of the City Limits on its western side. Staff stated that the City should continue to carefully assess expansion of the Limits of Annexation Map in terms of impacts to City services and the long term implications of service delivery.

### **Police**

Police staff stated the Department can serve the area as it is nearby to where the Police now patrol in West Billings. Staff did note that as demand for services increases and more property is added to the City, response times are negatively affected and additional resources will be needed.

### **Fire**

Fire Department staff noted that in 2006-2007 there were requests to include the subject property in the annexation area (The City reviewed requests two years in a row in 2006-2007 to include this same property in the annexation area and it was not included at that time). Staff pointed out the infrastructure concerns, water service and pressure, and sewer, were not in place at that time as they are now. A new reservoir has been built to improve water pressure and storage capacity in the area, and water and sewer lines are now at the property line of the subject property. Staff stated that water is the main concern for the Fire Department and so it is critical Public Works is on board with the proposal and the infrastructure that will be provided. Fire Department staff also stated the Fire Department's ability to provide services is impacted negatively as additional area is added to the City Limits in terms of response times. The Fire

Department is conducting an update of its Station and Staffing Study in 2017-2018 to review its service levels and locations that will help with future resource needs.

### **RECOMMENDATION FOR STALEY/FORBES/OAKLAND PROPERTY**

The Annexation Committee recommends the City Council address this request as per Section 3(b) of the City Annexation Policy and amend the Limits of Annexation Map to include the Staley/Forbes/Oakland property in the City Annexation Petition Area (Red).

### **STAKEHOLDERS**

Public comment will be taken at the May 22 City Council public hearing concerning the Annexation Committee's recommended Limits of Annexation Map amendments. The public hearing has been advertised as required in the Billings Times. Agents for the two property owners requesting amendments provided informal comments during the Committee meetings and were informed of this meeting and provided the staff memos.

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

In making its recommendations, the Annexation Committee takes into consideration many plans and policies, including, but not limited to, the City's current Water and Wastewater Master Plan, the current Storm Water Master Plan, the 2016 City of Billings Growth Policy, the 2014 Billings Urban Area Long Range Transportation Plan, neighborhood or area plans as applicable, and the CIP. These recommendations are based on an effort to be consistent with adopted policies, plans and approved CIP projects, and attempt not to favor one department's ability to provide service over another department's limitation.

### **SUMMARY**

### **RECOMMENDATION**

The Annexation Committee recommends that the City Council conduct a public hearing, address this request as per Section 3(b) of the City Annexation Policy, and amend the Limits of Annexation Map to include the Staley/Forbes/Oakland property in the City Annexation Petition Area (Red).

### **APPROVED BY CITY ADMINISTRATOR**

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## **Attachments**

Resolution Amending Annexation Map  
Urban Planning Study

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RESOLUTION NO 17 - \_\_\_\_\_

A RESOLUTION OF THE CITY OF BILLINGS, MONTANA PURSUANT TO ARTICLE II. CITY BOUNDARIES, MCA 7-1-114(1)(a); ANNEXATION PROCEDURES, MCA 7-2-4201 ET SEQ. AND SETTING FORTH AN ANNEXATION POLICY;

WHEREAS, the City Council adopted the City of Billings Annexation Policy by Resolution on November 22, 2004, further amended it by Resolution on April 10, 2006, May 23, 2011, May 23, 2016, and on May 8, 2017, and it is amended from time to time.

WHEREAS, the Limits of Annexation Map was last amended by Resolution on May 23, 2016; and

WHEREAS, the Policy states that the Map shall be revised whenever the Capital Improvements Plan is revised; and

WHEREAS, the City Council approved the FY 2018-2022 Capital Improvements Plan on March 27, 2017.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following amendments to the Limits of Annexation Map:

**LIMITS OF ANNEXATION MAP  
Revised, May 22, 2017  
Shown as Exhibit A Attached**

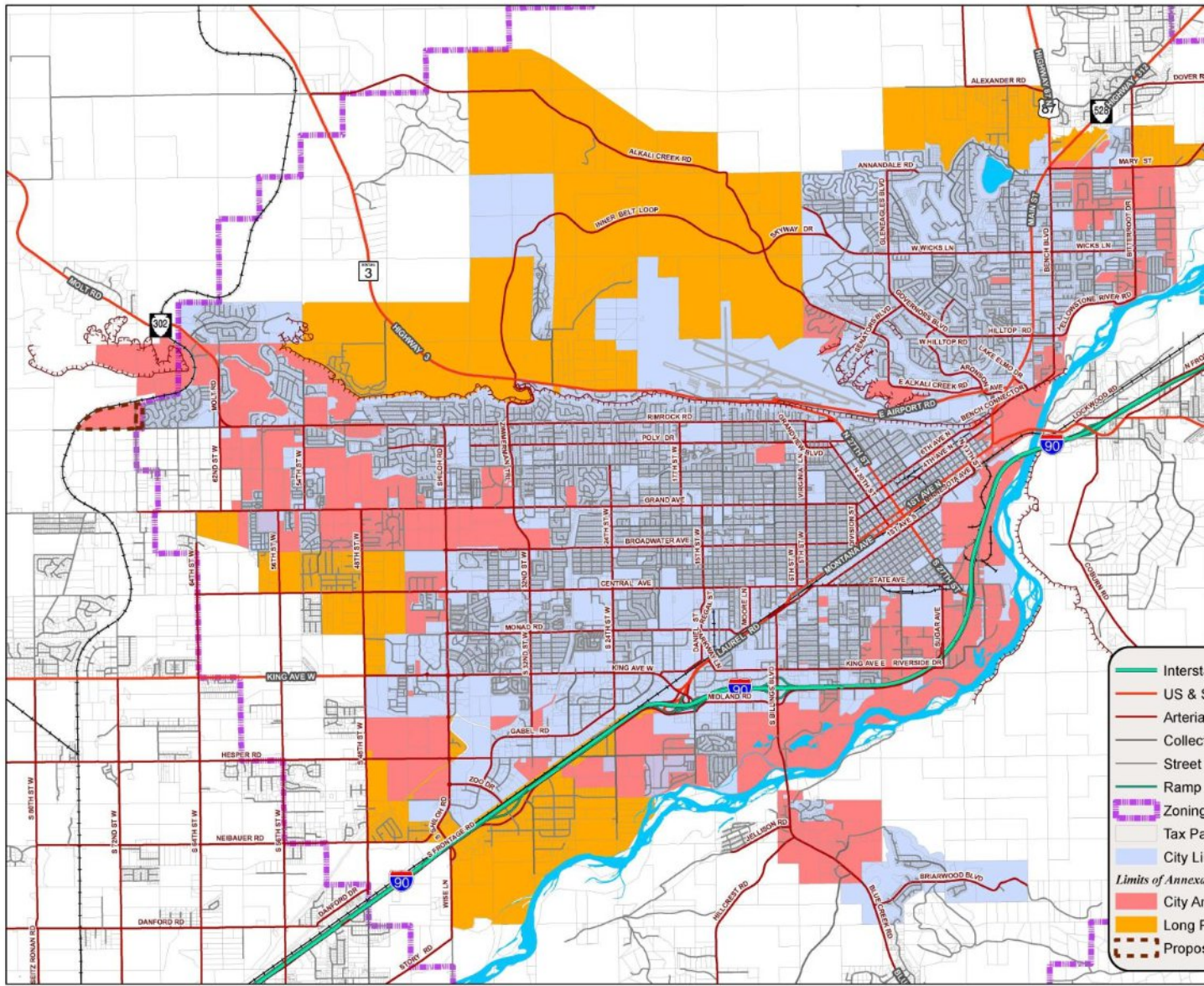
APPROVED AND PASSED by the City Council of the City of Billings, this 22<sup>nd</sup> day of May, 2017.

THE CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel      MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman      City Clerk



## Limits of Annexation Map

Revised May 22, 2017



Map Document: M:\gis\EMapping\_Projects\Projects\Planning\2016RFP\0007\_LimitsOfAnnexation\_v1v2\_2016RFP\_007\_LimitsOfAnnexation.mxd  
Date: 5/9/2017



## **URBAN PLANNING STUDY**

FOR

**STALEY AND FORBES PROPERTIES - GENERALLY DESCRIBED AS:  
AMENDED TRACT 2A, AMENDED TRACTS 2 AND 3,  
CERTIFICATE OF SURVEY NO. 2465  
AND TRACT 1, CERTIFICATE OF SURVEY NO. 1871  
BILLINGS, MONTANA**

**PREPARED FOR:**  
MR. GARY OAKLAND  
175 NORTH 27th STREET, SUITE 900  
BILLINGS, MONTANA 59101

AND

CITY OF BILLINGS  
210 N. 27TH STREET  
BILLINGS, MT 59102

November 10, 2016  
Project Number: 16064

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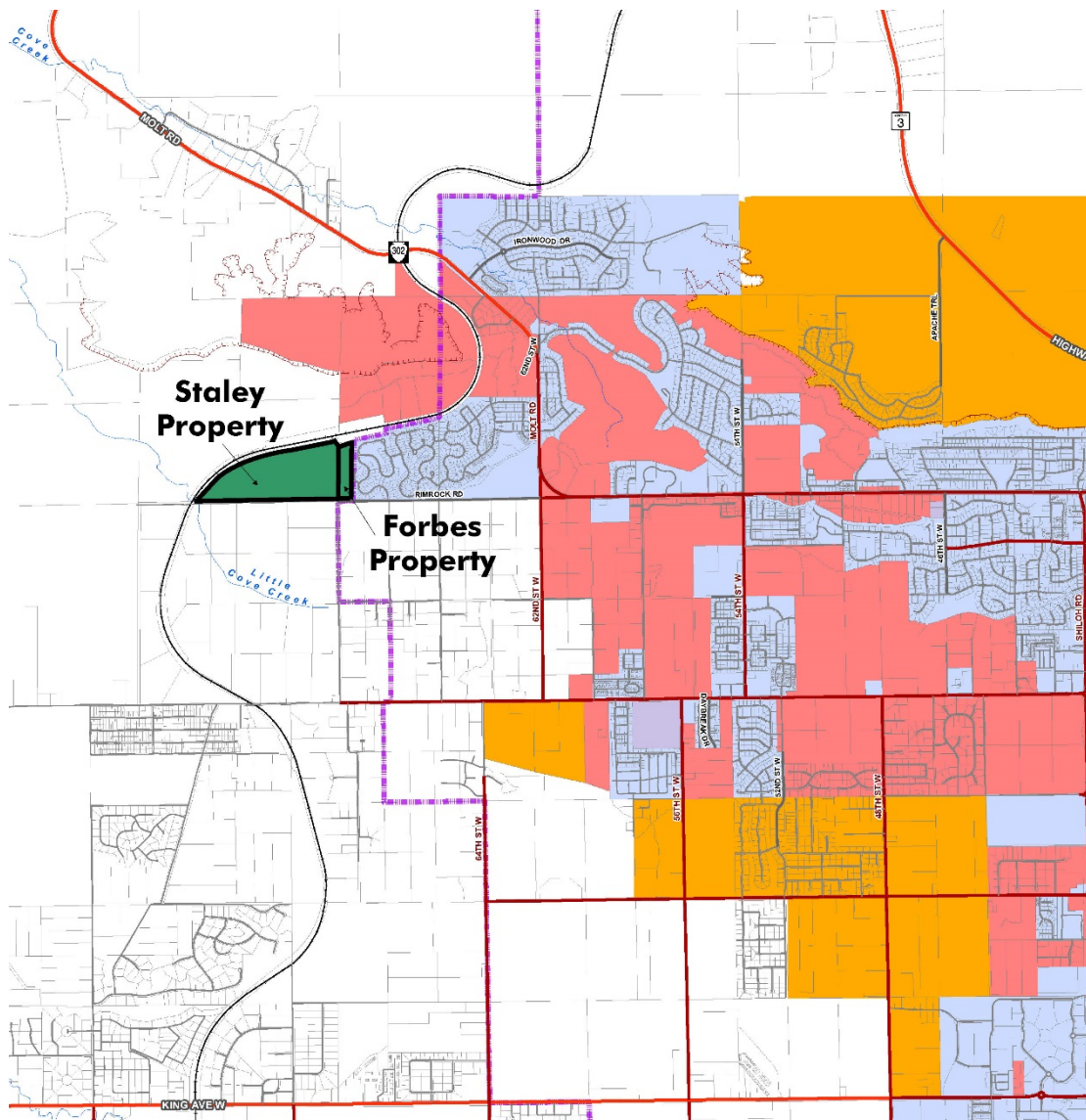
Appendix C: PBS&J 2010 West Billings Flood Hazard Study Maps  
Appendix D: Full Concept Map  
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## Executive Summary

The Staley and Forbes Properties Urban Planning Study has been prepared for two parcels of land currently under contract by Mr. Gary Oakland. The two properties are legally described as:

1. Tract 2A, Amended Tract 2 and 3, Certificate of Survey Number 2465 (a 14.50-acre property, known as the Forbes Parcel), and
2. Tract 1, Certificate of Survey Number 1871 (a 101.68-acre property, also known as the Staley Parcel).

This study area is approximately 116.18 acres of land. The site is currently non-irrigated agricultural land, and has been used to grow dryland grain. The owners are in the early stages of planning for the future use of this property and are requesting that the City's Limits of Annexation Map be amended to locate the study area into the "red area", which would allow for future annexation within the next year.



A portion of the Limits of Annexation Map is shown with the Study Area as indicated above. Previous Studies incorporating and including the subject property area include:

	<b>Study</b>	<b>Date</b>	<b>Author</b>	<b>Commissioned By</b>
1.	W.O. 16-14 West Billings Stormwater Development Plan	2016	DOWL	City of Billings Public Works
2.	Potential Alternative Feasibility Study West Billings Flood Mitigation and Groundwater Recharge Study	2011	Atkins	City of Billings Planning Department
3.	West Billings Flood Mitigation and Groundwater Recharge Study	2010	PBS&J	City of Billings Planning Department
4.	Integrated Water Plan Implementation Water Master Plan Update	2015	Morrison-Maierle	City of Billings Engineering Department
5.	Northwest Trunk Water and Sanitary Sewer	2001	Engineering, Inc.	City of Billings Public Utilities Department

## Land Use

### Existing

The Study Area encompasses approximately 116.18 acres of farmland outside of the existing planning and zoning jurisdiction. The site has exclusively been used for agricultural purposes, primarily for growing dry land grains.

Exhibit A shows an aerial exhibit of the Study Area.

### Proposed

The two properties in the Study Area are currently under contract for purchase. The new owner wishes to develop a single-family detached neighborhood with the possibility of including a limited number of duplex units. This proposed development will be an extension of the existing Copper Ridge Subdivision, located immediately east of the subject property. Copper Ridge continues grow and is close to being built out with few lots left for development. The location of the Copper Ridge Subdivision, and the product type offered in this project, has been very well received by the market. It is anticipated the demand for housing in the west end of Billings will continue to be strong. Since the subject property is associated with the future expansion of the Copper Ridge, the developer expects to continue his development program on this adjacent property.

A copy of the conceptual plan is found at the back of this Study and referred to as Exhibit C.

### Projected and Estimated Population

As previously stated, it is intended that the property will ultimately be planned for new single family residential development. In estimating the projected population, a conceptual site plan study has been prepared envisioning an extension of the existing Copper Ridge residential project that is contiguous with the eastern boundary of the subject properties. The density proposed for this future residential project is approximately 3.5 dwelling units per gross acre or 4.83 units/net acre excluding right-of-way and park. The Water and Wastewater Facilities Master Plan 2006 (Master Plan),

prepared for the City of Billings by HDR, Inc., HKM, Inc., and JGA, Inc., assumes 2.3 persons per dwelling unit. Using this estimation, the buildout of the combined properties would result with an estimated population of about 874 residents (380 single family dwelling units times 2.3 persons per dwelling unit).

### **Development Timelines**

As a continuation of the existing Copper Ridge project, the development of these subject properties would potentially begin when all permits and entitlements are obtained from the City of Billings. The first phase of this project would be anticipated mid-to-late 2017 if the entitlement process proceeds according to plan. Should the City move this property into the “red area”, the owner/developer would sequentially finalize a conceptual master plan and continue the process to further their goals and objectives. The overall project has an eight to ten year build out for the 380 units, and will not occur at one time.

## **Land Characteristics**

### **Topography and Geology**

As mentioned previously, the study area covers approximately 116.18 acres of relatively level property and is bounded by the Burlington Northern Santa Fe Railroad right-of-way along the northern property line, which then arcs along further defining the western edge of the Staley Parcel. From the higher portions of the site along the rail bed, the property gently slopes to the south and east with an approximate a 50-foot elevation change with less than a 3-percent slope gradient.

### **Soils**

According to the United States Department of Agriculture, Natural Resources Conservation Service, there are five soils types in the study area. Each of these five categories fall within sandy loam to fine sandy loam classifications. The majority of the site is composed of Glenberg (Gh) and McRea (Mo), both identified as fine, sandy loam soils. These are fast draining soils that have some shrinkage when dry and then wetted. With best management practices associated with proper over excavation and compaction, the site is suitable for land development and building construction.

A copy of the Soils Resource Report is included in Appendix A.

### **Effects on Agriculture**

The study area is outside of the planning jurisdiction and subsequently not zoned within Yellowstone County. This being the case, future land uses could include several categories other than traditional agricultural development. Based on the NRCS Soil Data Farmland Classification Map, this land is suitable for agriculture as classified by the NRCS soil data. Lands within the study area are considered prime farmland under certain circumstances if irrigated. Given the limited agricultural production yields historically generated by the subject property (due to the lack of irrigation), the location of the railroad separating the subject property from a larger field, and the increasing demand for residential development, the expansion of urban services into the study area will have a limited impact on agriculture in the region.

### **Historic Sites**

The National Historic Preservation Act declared that the preservation of our irreplaceable heritage was in the nation’s interest, and called upon federal agencies to partner with states, Indian Tribes, local governments and the public in a spirit of stewardship. Montana’s State Antiquities Act also

makes provision for the safeguarding of our collective heritage. The Montana State Historic Preservation Office (SHPO) was created to ensure the state’s cultural and historic resources are protected for future generations.

Recent correspondence from Damon Murdo (October 2016), SHPO Cultural Records Manager provided the following information:

*“I have conducted a cultural resource file search for the above-cited project located in Sections 25,26, T1N R24E. According to our records there have been a two previously recorded sites within the designated search locales. Site 24YL0243 is the historic Great Northern Railroad, and site 24YL0276 is the historic Cove Irrigation Ditch. The absence of more cultural properties in the area does not mean that they do not exist but rather may reflect the absence of any previous cultural resource inventory in the area, as our records indicated none.*”

*It is SHPO’s position that any structure over fifty years of age is considered historic and is potentially eligible for listing on the National Register of Historic Places. If any structures are to be altered and are over fifty years old, we would recommend that they be recorded and a determination of their eligibility be made.*

*As long as there will be no disturbance or alteration to structures over fifty years of age we feel that there is a low likelihood cultural properties will be impacted. We, therefore, feel that a recommendation for a cultural resource inventory is unwarranted at this time. However, should structures need to be altered or if cultural materials be inadvertently discovered during this project we would ask that our office be contacted and the site investigated.”*

### **Effects of Urbanization on the Existing Environment**

The Staley and Forbes properties are located in an area already influenced by growth and development within the City of Billings. As the City expands toward the west, this area will become increasingly urbanized. Adjacent property located east of the study area is currently within the City limits and already is under construction as a new residential neighborhood. Planning of the subject property has already begun at a conceptual level and presumably would continue based on the findings of the Urban Planning Study and the subsequent annexation of the property by the City of Billings.

## **Public Service Evaluation**

### **Water/Sewer Assumptions**

The *Water and Wastewater Facilities Master Plan 2006* (Master Plan), prepared for the City of Billings by HDR, Inc., HKM, Inc., and JGA, Inc., assumes 2.3 persons per dwelling unit. Utilizing this estimation, the full build-out for the subject property would support an estimated population of about 874 residents.

The Master Plan referenced the following information or assumptions, which were utilized in estimating the sewer and water impacts relating to the subject property. Furthermore, the Master Plan included the subject property in the review area.

1.	Average day per capita water use (gallons per day - gpd):	219.00
2.	Billings 2005 maximum day water demand (million gallons per day - MGD):	43.20
3.	Average day to maximum day water use ratio:	2.20
4.	Maximum day to peak day water use ratio:	1.50
5.	Average day per capita wastewater (WW) flow (gpd):	100.00
6.	Average maximum month to average month WW flow ratio:	1.17

- 7. Billings 2000 max month average day WW flow (MGD): 7.33
- 8. Persons per dwelling unit: 2.30

**Water Service**

Water service to the property can be provided by an extension from the existing 12-inch diameter main stub in Rimrock Road to the east of the proposed development near the intersection of West Copper Ridge Loop as well as a 12-inch stub at the Copper Bluffs Drive terminus. The Master Plan shows the property is located within service area, which is an extension of Zone 4 to the west. The *Design Report Zone 4 Reservoir and Zone 5W Pump Station* (Design Report), prepared for the City of Billings by HDR, Inc. in 2009, summarizes additional improvements made to these zones since the Master Plan was released.

The domestic water demand for the proposed residential portion of subject property is estimated based on the per capita water use times the population for the anticipated nature of the development.

Water demands from the subject property are summarized below:

Estimated Land Use	Total Pop.	Ave. Day Demand (gpd)	Ave. Day Water Demand (gpd)	Max. Day/Ave. Day Water Demand Ratio	Max. Day Water Demand (MGD)
Residential	874	219/capita	191,406	2.20	0.42

*Treatment Capacity*

Based on information within the Master Plan, the capacity of the Billings water treatment plant is 60 MGD. The year 2005 maximum day water day for the City of Billings was 43.2 MGD. Therefore, the maximum day water demand from the subject property (0.42 MGD) would represent 2.5 percent of the remaining (16.8 MGD) capacity of the water treatment plant: (based on the 2006 Master Plan)

$$[0.42 \text{ MGD} / (60 \text{ MGD} - 43.2 \text{ MGD})] * 100\% = 2.5\%$$

*Distribution*

Adequate water pressure and the ability to convey required fire flows are dependent upon having adequately sized transmission and distribution mains. The Design Report states that the improvements made to the Zone 5 West pump station provides the necessary pressure and fire flows needed for the area in which this development is included. The new Ironwood storage tank constructed in 2011 provides additional storage for the subject property area. Static pressure at the west terminus of Rimrock Road is currently about 90 psi. Anticipated static pressures on the Staley and Forbes properties are between 55 and 90 psi, at the highest and lowest elevations on the property, respectively.

**Sanitary Sewer**

Wastewater collection from the subject property can be provided by an extension of the existing 18-inch sewer trunk main stub in Rimrock Road to the east of the property near the intersection of West Copper Ridge Loop as well as an 8-inch stub at the terminus of Copper Bluffs Drive. Figure 4-3 of the Master Plan shows the property within the area that can be serviced by the Grand Avenue interceptor sewer main, via an 18-inch trunk main such as the one in Rimrock Road. The subject

property area is also included as part of Area #4 in the 2002 Grand Avenue Trunk Water and Sewer Extension (Engineering, Inc. 2002). That study also shows the extension of an 18-inch sewer lateral to serve the subject property. A copy of that exhibit is included in Appendix.

Consistent with the determination of the water demand, sanitary sewer flows are estimated based on the per capita wastewater flow times the population for the likely nature of the development. Wastewater flows from the subject property are summarized below:

Land Use	Total Pop.	Ave. Day Flow (gpd)	Ave. Day Flow (gpd)	Max. Demand Ratio	Max. Day Demand (MGD)
Residential	874	100/capita	87,400 (61 gpm)	1.17	0.10

#### *Treatment Capacity*

The capacity of the Billings wastewater treatment plant is 26 MGD. The year 2000 maximum month average day City wastewater flow is 7.33 MGD. Therefore, maximum month average day wastewater flows from the subject property (0.10 MGD) would represent 0.5 percent of the available wastewater treatment plant capacity: (based on 2006 Master Plan)

$$[(0.10 \text{ MGD}) / (26 \text{ MGD} - 7.33 \text{ MGD})] * 100\% = 0.5\%$$

Upgrades to the treatment plant are currently underway, with initial improvements starting in 2016. These improvements, when completed, will boost the plant capacity to 70 MGD.

#### *Collection*

The City of Billings generally requires sewer mains to be sized with adequate capacity to convey design flows when flowing two-thirds full. Sanitary sewer design flows are typically equal to peak hourly flow conditions. Peak hour flows are estimated using an equation relating to the average flows and estimated population as outlined in DEQ design Circular DEQ-2. Based on an estimated population of 874 persons, this ratio equals approximately 3.84. Therefore, the peak hourly flow from the subject area equals:

$$(61 \text{ gpm} * 3.84) = 234 \text{ gpm}$$

DEQ requires that the internal collection system of a subject property be comprised of minimum 8-inch diameter collection mains. 8-inch diameter collection mains flowing two-thirds full at minimum allowable slopes (0.004 ft/ft) have a capacity of approximately 270 gpm. The peak hour wastewater flowrate based on 234 gpm can be served by an 8-inch main.

### **Stormwater Management**

The subject property is currently non-irrigated farmland and slopes to the southeast where the runoff flows generally south and east toward 70th Street and Rimrock Road and then ultimately to the Cove Ditch. The design standards governing any future development within this study area are found in the City of Billings *Stormwater Management Manual (SWMM)*, dated May 2015. The primary design requirements that would currently apply to any future subdivision development include:

- All subdivisions must evaluate the 100-year, 24-hour storm and ensure storm water does not run off the subdivision at a rate greater than the historic natural conditions runoff prior to development.
- Subdivisions must implement low impact development (LID) practices that infiltrate, evaporate, or capture for reuse the first 0.5-inch of rainfall from the 24-hour storm. The runoff from this 0.5-inch rainfall storm must be entirely retained on site.

Based on the master plan conceptual site layout, there are three storm water detention areas planned to accept and detain storm water from the site. These areas would be separate from the required parkland, but would be integrated. Similarly, these areas would not be counted toward the required park land dedication requirement. Also, with this development there is an opportunity to secure an easement for the Little Cove Creek stormwater impoundment area as identified in the West Billings Flood Mitigation and Groundwater Recharge Study by Atkins (2011). This easement would allow the City of Billings the opportunity to construct a future stormwater storage facility and restrict the stormwater discharge from the Little Cove Creek drainage basin.

The City of Billings is currently undertaking a west-end storm water study under contract with DOWL (2016). That study is anticipated to outline strategies of local and regional storm drain piping and collection, with discharge to regional stormwater conveyance and detention facilities. That study is anticipated to be completed in the Spring of 2017. The Staley and Forbes properties are included in that study area boundary.

The storm drainage system for the subject property will comply with applicable standards at the time of subdivision review. Any project will require a detailed comprehensive drainage plan to be prepared at the time of development.

### **Solid Waste**

Solid waste disposal facilities for the study area and the greater region are already provided by the City of Billings' landfill located off of Jellison Road, south of the City limits. The City collection and disposal facility has the necessary capacity to continue to accept solid waste from this area upon further development. The Landfill Master Plan shows the landfill will be available for continuous operation at current growth rate projections until the year 2042. The total capacity of the landfill for its projected "life" is 20,000,000 tons. The landfill has currently had 4,000,000 tons of waste placed, which leaves 16,000,000 tons of capacity available.

The existing Copper Ridge Subdivision is currently served by the City of Billings. It is anticipated that once the property is annexed and developed, the City will extend the same service area west from Copper Ridge.

### **Parks, Recreation, and Public Lands**

*Parks 2020: The Billings Parks, Recreations, and Open Space Plan* (Parks 2020) was adopted in 1997 by the City Council to establish a 20-year plan to guide future decision making regarding the community's parks, open spaces, and recreational opportunities. Parks 2020 acknowledges that change in the community is inevitable and managing the change in order to provide parkland opportunities for current and future generations is the challenge. The goal of the park plan is to deal with the continual battle of doing more with less, and creating a sustainable park system that would "balance

the diverse and sometimes competing objectives of social equality, the environment, and economics." Ultimately, it acknowledges that failure to actively pursue a plan would result in overall decline in recreational opportunity and quality of life for the Billings' community.

A Master Plan map was created to illustrate the service areas for existing and recommended parks, and to create a spatial framework for planning. Service areas differ for different types of parks, including regional, community, neighborhood, and subdivision parks. All of the service areas overlap to create the park system which contains park lands with multiple user functions, including recreation, conservation, special uses, and multi-functional.

### **Nearby Parks**

Within a 2.5-mile radius of the property, there are several existing park lands identified on Map 1 of the Parks 2020 plan. These include the following city parks:

Phipps Park  
Byron Nelson Park  
Yellowstone Meadows Park  
Cynthia Park

In addition to the parks described in the 2020 Plan, a new neighborhood park was constructed in 2016 for the Copper Ridge project east of the Study Area. This new addition to the City's park program is a neighborhood park with several amenities intended to serve the newly developed projects in west Billings. Another facility not identified on the 2020 Plan is an undeveloped regional park referred to as Cottonwood Park.

### **Park and Recreation Needs**

In recent meetings with the Parks Department (October 2016), a request for a new approximately 5-acre neighborhood park was made due to the demand created by the development of the subject property. One option being explored at this time is a combination of land and cash-in-lieu of land for park development. If this approach were acceptable to the Parks Department, the cash-in-lieu component would be applied to the larger Cottonwood Regional Park. The developer recognizes the need for park and open space amenities and will continue to work with the City on a preferred option.

### **Public Safety**

#### **Police**

If annexed, the study area would receive police protection from the City of Billings Police Department. The City of Billings Police Department is located at City Hall in the Billings Central Business District (approximately 9.5 miles to the Study Area) with a satellite police station located in Fire Station No. 7.

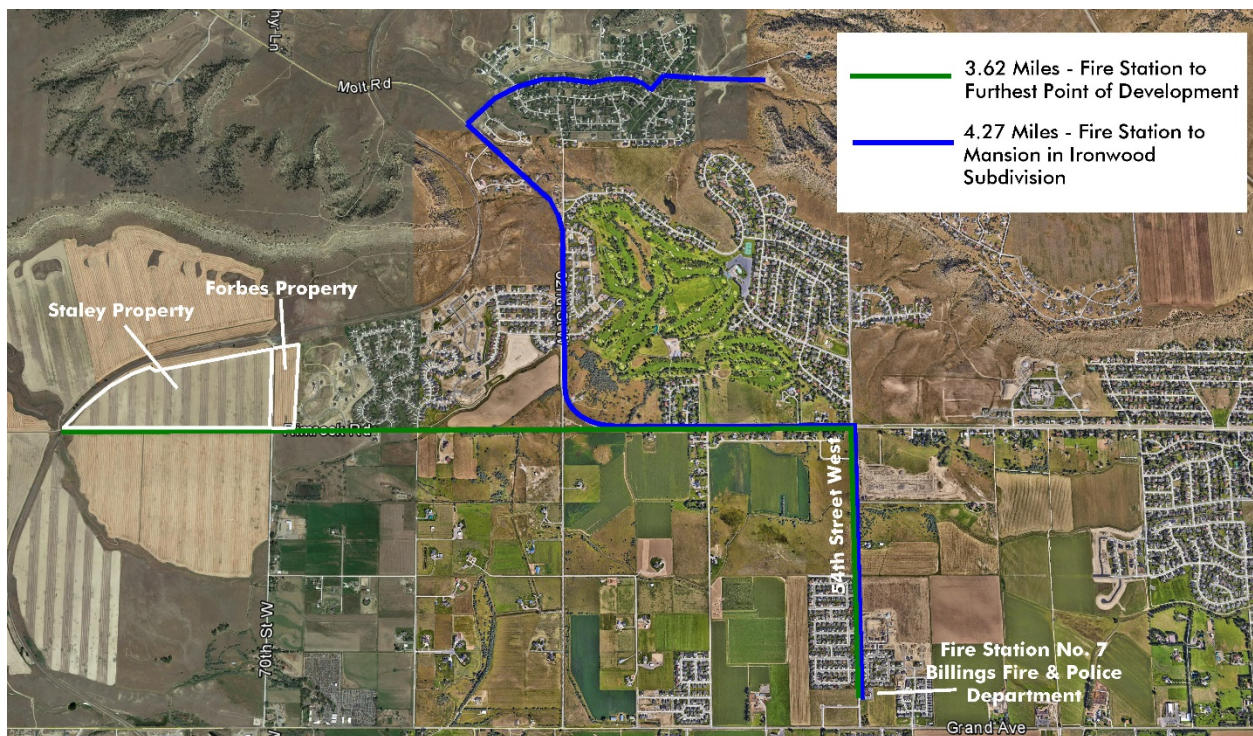
Response time to the area would vary depending on the location of the mobile patrol unit in the general area at the time of need. If annexed, the study area would be included in an assigned area or beat for police officers. Police protection is already provided immediately to the east in Copper Ridge. If annexed, the Billings Police Department would expand its service boundary to serve this development.

The City of Billings Police Department 911 dispatch center currently receives between 4,500 and 10,000 calls per month, not including non-emergency calls, which are generally two to three times that amount. The 2014 report indicates that in 2014, the department received 84,011 calls for service, which was up 4,426 calls from the previous year. The City of Billings Police Department has indicated that expansion of the City limits would have an impact on its manpower and budget. In 2014, voters rejected a public safety mill levy that would have provided funding for additional police, firefighters and dispatchers. Recently, new plans have been passed to allow for additional police staff to help increase patrols and officer presence in Billings.

### Fire

The study area is currently within the Molt Volunteer Fire District with the Billings Fire Department. Upon annexation, the property would be serviced by the Billings Fire Department. Services provided include: Fire suppression, emergency medical response, dispatch and communication services for local fire, police and ambulance services, hazardous materials response and vehicle accident extrication.

Within the Billings Fire Department, Fire Station No. 7 located at 1501 54th Street West is the closest station to the subject area approximately 2.5 miles from the study area. Station No. 7 covers the newly developing western portion of Billings and the larger BUFSA. The emergency vehicles at this station include Engine 7, Brush 7 along with two additional reserve units.



The figure above illustrates distances to Ironwood Subdivision and subject property from Fire Station No. 7.

**Facts about Station 7 (from the 2013 Annual Report)**

<u>Fire Calls</u>	<u>EMS Calls</u>	<u>Non-Fire Calls</u>	<u>HazMat Response</u>	<u>Dollar Loss</u>
<u>39</u>	<u>440</u>	<u>209</u>	<u>15</u>	<u>\$1,086,550</u>
<u>First In On Calls</u>	<u>Back-up on Calls</u>		<u>Total Responses</u>	
<u>703</u>	<u>130</u>		<u>833</u>	

It should be noted that plans have been passed to add five additional fire staff members to the existing fire departments to help lessen the strain as Billings continues to grow and age.

**Emergency Medical Service**

Both Billings Clinic at 2813 Ninth Avenue North and St. Vincent's Hospital at 1233 North 30th Street would provide routine and emergency medical services in the area. Although a specific timeline has not been made public, both hospitals are planning new facilities to serve future west-side development.

The ambulance service for the area would be provided by private industry (American Medical Response). The impact on City services, therefore, is expected to be minimal. American Medical Response indicated that the number of calls correlate with the type of development. Based upon current trends and the existing development, it is expected any increases in ambulance needs would be absorbed under the incremental growth processes that have been previously discussed. It is expected that most of the calls would be related to traffic issues as the area becomes more crowded, with more calls during the early morning and late afternoon. The impact to the provider and their ability to provide timely service, as required by City ordinance, would become increasingly difficult with the expansion of the City limits. American Medical Response, with its existing locations, cannot meet response time requirements for the entire urban planning area. Just as has occurred with the Fire Department, American Medical Response will need to review new dispatch locations over time in order to maintain the required response times. As this service is provided through the private sector, free market enterprise will continue to dictate expansion needs.

**Public Schools**

Public schools have a number of purposes. They educate children, but their role within the community goes much deeper. The 2004-2005 Twenty Year School Facilities Planning Committee acknowledged in its July 2005 report that, while public education plays an essential role in enriching the personal and inner lives of children, it is also true that the community expects public schools to prepare students for lives as future taxpayers, job holders, and positive forces in the social fabric of the community. This is probably one of the most important roles an institution can have. This responsibility comes with a host of critical resources that are necessary for its success, including facilities, staff, curriculum, equipment, supplies, and securing funding for it all. When evaluating opportunities or challenges for accommodating community growth, a school available student capacity is a basic indicator that can be used. Presumably, student capacity will take into account all of the necessary operational components for a school.

School-aged children in this area will be served by School District No. 2 for elementary, middle, and high school. State law requires that the district provide bussing services to students that are greater than three miles from the school they are required to attend.

### **Elementary and Middle School**

Boulder Avenue Elementary School serves kindergarten through 6th grade students, and is located immediately to the east of the study area at 2202 32nd Street West. Current enrollment at Boulder Elementary is approximately 505 students. The school superintendent indicated that attendance has been growing at a rate of about 30 to 40 students per year, due in part to the reestablishment of new district boundaries and growth from newly established residential neighborhoods.

Future school-aged children living in the study area will attend a new middle school is planned to open in 2017. This new facility is referred to as Ben Steele Middle School and is planned to accommodate new residential development in the west Billings area.

### **High School**

There are three high schools in the Billings Public School District: Billings Senior High, Billings West, and Skyview. According to the Billings Public School Demography Study, enrollment at the three high schools has been declining since 2007 and is expected to continue to decline until 2017. Even with declining enrollment, Billings West and Billings Senior High enrollment are above school capacity. The school district has recently undertaken a comprehensive redistricting process to redistrict high schools in order to align attendance with school capacity. This will now provide for the existing facilities to serve the student population without requiring additional high school construction in the near future.

Billings West High located at 2201 St. John's Avenue would serve high school students in this area. West presently serves 1,797 students in grades 9 through 12 and has over 136 staff members. The functional capacity is 1,484 students, but has served as many as 2,200 students in the past.

### **Student Population Impacts of Proposed Development:**

The following calculations are based using an average of 0.50 children (under age 18) per dwelling unit. This percentage is recognized nationally for student yield analysis in housing studies.

- 380 dwelling units x .50 children/dwelling unit = 190 children under age 18 in total
- The number of these children that would be students in the seven grades (K-6) at Boulder Elementary could be calculated by taking 7 grades/18 years of childhood = 39 percent, therefore 74 new students.
- The number of these children in the two grades (7-8) at Ben Steele Middle School could be calculated by taking 2 grades/18 years of childhood = 11%, therefore 21 new students.
- The number of these children that would be students in the four grades (9-12) in District 2 High Schools could be calculated by taking 4 grades/18 years of childhood = 22 percent, therefore 42 new students.

Boulder Elementary School may be close to the recently expanded capacity of 500 students with full buildout of the subject property when combined with other developments in the area.

## **Transportation Systems Impacts**

### **Streets and Intersections**

The proposed development is located north of a projected westward extension of Rimrock Road and west of 70th Street West. Rimrock Road is classified as a Collector from 70th Street West to

62nd Street West in the City of Billings Functional Classification System and as a Major Arterial to the east of 62nd Street West. From 70th Street West to West Copper Ridge Loop, Rimrock Road has an unpaved surface with a width of approximately 25 feet. To the east of West Cooper Ridge Loop, Rimrock Road carries a paved, two-lane section with 1-foot shoulders (26-foot total width) and borrow pits for drainage conveyance. There is no posted speed limit the segment of Rimrock Road west of Molt Road.

Seventieth (70th) Street West is a County road that is classified as a local street by the City of Billings. It extends north from Grand Avenue as an unpaved road with a surface width of approximately 28 feet to its terminus north of Rimrock Road at railroad line. There is no posted speed limit on 70th Street West.

Approximately one mile to the east of the Staley property lies the trio of intersections that make up the Rimrock Road/Molt Road/62nd Street West “triangle.” The triangle has long been an area of concern for the City of Billings and MDT due to the substandard geometric layout of the intersections on Molt Road and a crash history that has shown a high frequency of crashes. Sanderson Stewart has previously performed two studies of the triangle and recommended that the three intersections be consolidated into one intersection that would be controlled by a traffic signal or a roundabout. Presently, land development in the area around the Rimrock Road/62nd Street West intersection is progressing and spurring traffic growth. Although congestion is still not an issue for the intersection, safety concerns are building as the frequency of crashes increases. In response to those factors, the City of Billings has programmed the design of a roundabout for the intersection into the Capital Improvement Plan (CIP) for design in fiscal year 2018 with a construction letting date yet to be determined. There is discussion ongoing that the design and construction of the roundabout at this intersection could be accelerated to occur within the next 12 to 18 months. Once constructed, the improvements will serve that intersection well from both a safety and operations standpoint, easily accommodating the projected traffic generation from the development of the Staley property. The following section of this report discusses the current projected land usage for the Staley property and the resulting projected traffic generation characteristics.

### **Anticipated Traffic Generation**

The current conceptual layout for this project proposes construction of 380 single-family dwelling unit lots in the configuration as illustrated in Exhibit C. Using the Institute of Transportation Engineers (ITE) *Trip Generation, 9th Edition*, which is the industry standard reference for projection of site-generated traffic, Sanderson Stewart projects that the Staley and Forbes properties project would generate approximately 3,618 one-way trips (1,809 entering/1,809 exiting) on a typical weekday. During a typical morning peak hour for area traffic, the site is projected to generate 285 one-way trips (71 entering/184 exiting). During a typical evening peak hour for area traffic, the site is projected to generate 380 one-way trips (239 entering/141 exiting). Internal capture and pass-by trips are expected to be minimal given the purely residential nature of the development. As a result, most of the generated traffic will impact external streets and intersections.

The majority of traffic will most likely come to and from the east along Rimrock Road, at least until 70th Street West is paved at some point in the future. Traffic with origins and destinations in the Laurel area may be more likely to utilize 70th Street West even in its current, unpaved state to get to Grand Avenue and beyond to the south.

## Method of Funding Public Improvements

There are a number of public improvements that would be necessary if the study area were eventually annexed into the City of Billings. The improvements and public services come with costs. In addition to developer constructed infrastructure, there are several mechanisms to pay for these costs.

### System Development Fees

System Development Fees, or SDFs, are charged for the impact of new development on the water and sewer infrastructure.

### Special Improvement District

Special Improvement Districts (SID) are formed to allow property owners to share in costs related to infrastructure improvements, for which they all receive benefit from use of that infrastructure. An SID is a taxing district that is created to finance public improvements such as transportation infrastructures, water main, sewer main, and storm drainage. Assessment can also contribute to long-term maintenance of the improvements.

### Property Tax Revenues

Funding for services, such as police and fire protection, is usually provided by property tax revenue. Future tax revenues will ultimately depend on the use and density of the property. In considering revenue growth as calculated by Assessed Valuation (AV), current assessments based on dry land agricultural uses, equate to approximately \$87,435 in Assessed Value for the 116-acre subject property. Assuming buildout of the site, with an additional 380 single family lots (at 10,000 square-foot per lot.) the AV projected for this property would exceed \$95,000,000. This assumption is based on current assessments found within the 2016 County Assessors records for a typical 10,000 square-foot lot with improvements, found in the existing Copper Ridge Subdivision.

## Conclusion

The properties within the study area are geographically, environmentally and economically suitable to urban development and have been the subject of numerous public planning studies over the past decade. Properties located immediately east of the subject parcels are currently within City Limits.

The study area is adjacent to existing development on the east. Annexation into the red of this study area will allow for future planned growth in an orderly and logical manner.

The provision for emergency services is always a concern as communities expand and grow. Adding this property to the “red area” provides time for fire and police services to study future needs for emergency services and help identify demands in these locations for emergency services.

As previously mentioned, the owner/developer of the subject property anticipates the start of construction of a small Phase I within the next 12 to 18 months. Placing the site within the “red area” allows the property owner to begin the master planning process and work with nearby property owners and the City to develop long term planning for this area of Billings.

**EXHIBIT A: PROPERTY LOCATION**

# EXHIBIT A

## PROPERTY LOCATION

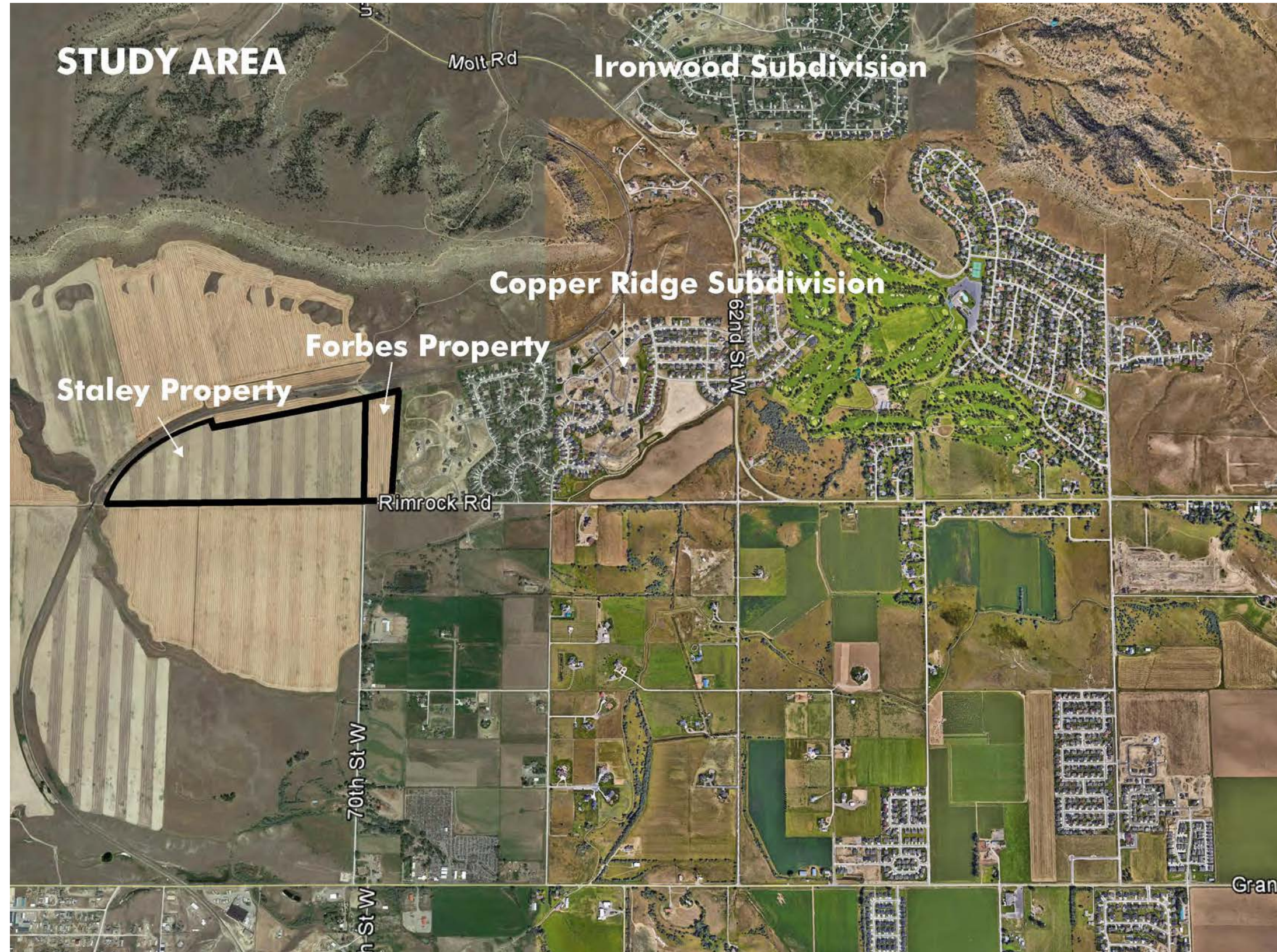


PREPARED FOR : GARY OAKLAND

PREPARED BY : SANDERSON STEWART 

NOVEMBER, 2016

BILLINGS, MONTANA



**EXHIBIT B: AVAILABLE SERVICES**

# EXHIBIT B

## AVAILABLE SERVICES

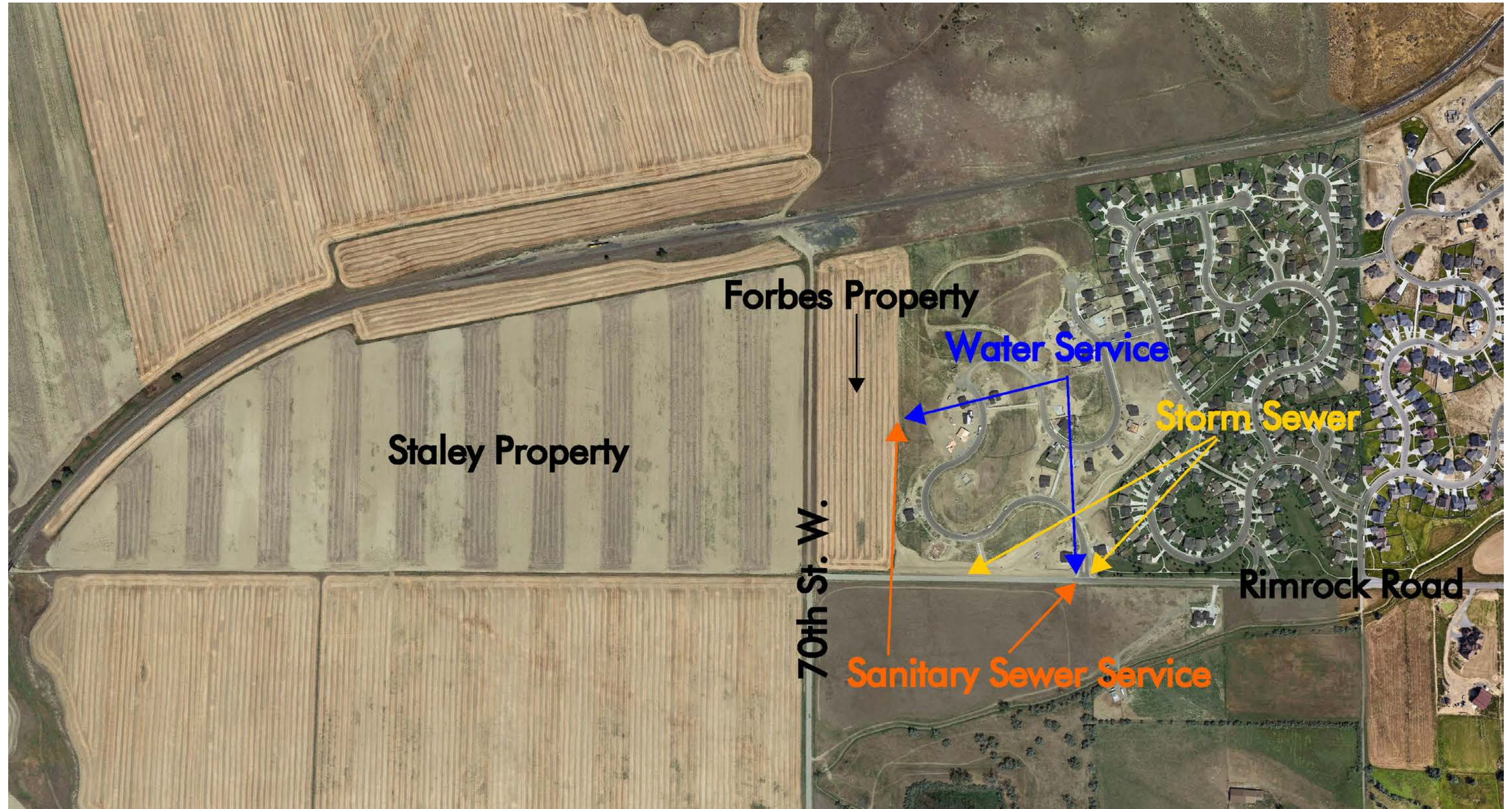


PREPARED FOR : GARY OAKLAND

PREPARED BY : SANDERSON STEWART 

NOVEMBER, 2016

BILLINGS, MONTANA



**EXHIBIT C: CONCEPT PLAN**

# EXHIBIT C

## CONCEPT PLAN



PREPARED FOR : GARY OAKLAND

PREPARED BY : SANDERSON STEWART 

NOVEMBER, 2016

BILLINGS, MONTANA



## APPENDIX A: NRCS SOILS INFORMATION



United States  
Department of  
Agriculture

**NRCS**

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for Yellowstone County, Montana



# Preface

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Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# **How Soil Surveys Are Made**

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Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

## Custom Soil Resource Report

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

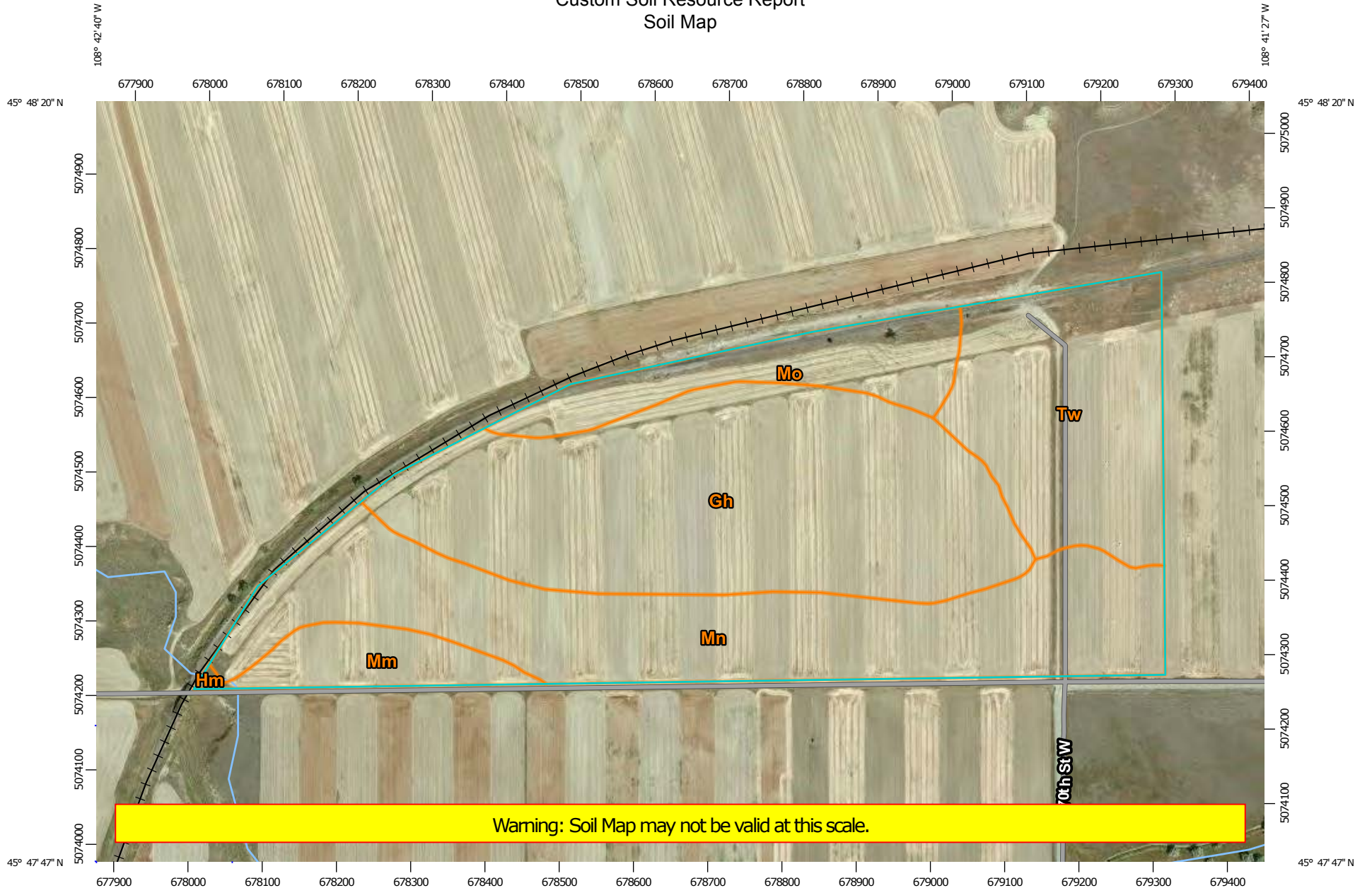
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

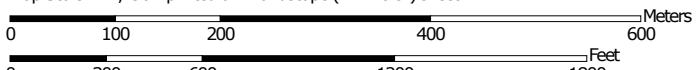
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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map



Map Scale: 1:7,190 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84


# Custom Soil Resource Report


## MAP LEGEND


### Area of Interest (AOI)

 Area of Interest (AOI)


### Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit


 Clay Spot


 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop


 Saline Spot

 Sandy Spot

 Severely Eroded Spot


 Sinkhole


 Slide or Slip


 Sodic Spot

 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals


### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Yellowstone County, Montana  
 Survey Area Data: Version 14, Sep 28, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 29, 2011—Aug 17, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Yellowstone County, Montana (MT111)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Gh	Glenberg fine sandy loam, 1 to 4 percent slopes	47.4	37.7%
Hm	Haverson and Lohmiller soils, channeled, 0 to 35 percent slopes	0.2	0.1%
Mm	McRae loam, 0 to 1 percent slopes	6.1	4.8%
Mn	McRae loam, 1 to 4 percent slopes	38.6	30.7%
Mo	McRae loam, 4 to 7 percent slopes	10.7	8.6%
Tw	Treasure fine sandy loam, 4 to 10 percent slopes	22.6	18.0%
<b>Totals for Area of Interest</b>		<b>125.6</b>	<b>100.0%</b>

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been

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observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Yellowstone County, Montana

### Gh—Glenberg fine sandy loam, 1 to 4 percent slopes

#### Map Unit Setting

*National map unit symbol:* clr7

*Elevation:* 1,900 to 6,000 feet

*Mean annual precipitation:* 12 to 14 inches

*Mean annual air temperature:* 37 to 45 degrees F

*Frost-free period:* 120 to 135 days

*Farmland classification:* Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

#### Map Unit Composition

*Glenberg and similar soils:* 80 percent

*Minor components:* 20 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Glenberg

##### Setting

*Landform:* Fans

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Alluvium

##### Typical profile

*Ap - 0 to 6 inches:* fine sandy loam

*C - 6 to 40 inches:* loamy fine sand

*2C - 40 to 60 inches:* very gravelly loamy sand

##### Properties and qualities

*Slope:* 1 to 4 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* High (1.98 to 5.95 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* Rare

*Frequency of ponding:* None

*Calcium carbonate, maximum in profile:* 5 percent

*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 3.0 mmhos/cm)

*Available water storage in profile:* Low (about 5.9 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 4e

*Land capability classification (nonirrigated):* 4e

*Hydrologic Soil Group:* A

*Ecological site:* Sandy (Sy) RRU 58A-C 11-14" p.z. (R058AC042MT)

*Hydric soil rating:* No

#### Minor Components

##### Haverson

*Percent of map unit:* 10 percent

*Landform:* Flood plains, terraces

*Landform position (three-dimensional):* Tread

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*Down-slope shape:* Linear  
*Across-slope shape:* Concave, linear  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

### **Lohmiller**

*Percent of map unit:* 10 percent  
*Landform:* Flood plains, terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave, linear  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

## **Hm—Haverson and Lohmiller soils, channeled, 0 to 35 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* clrn  
*Elevation:* 1,900 to 6,000 feet  
*Mean annual precipitation:* 12 to 15 inches  
*Mean annual air temperature:* 37 to 45 degrees F  
*Frost-free period:* 115 to 135 days  
*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Haverson and similar soils:* 40 percent  
*Lohmiller and similar soils:* 40 percent  
*Minor components:* 20 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Haverson**

#### **Setting**

*Landform:* Flood plains, terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave, linear  
*Parent material:* Alluvium

#### **Typical profile**

*A - 0 to 5 inches:* loam  
*C - 5 to 68 inches:* stratified fine sandy loam to clay loam

#### **Properties and qualities**

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* Rare

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*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 5 percent  
*Salinity, maximum in profile:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)  
*Available water storage in profile:* High (about 9.7 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6w  
*Hydrologic Soil Group:* B  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

### Description of Lohmiller

#### Setting

*Landform:* Terraces, flood plains  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear, concave  
*Parent material:* Alluvium

#### Typical profile

*A - 0 to 9 inches:* silty clay loam  
*C - 9 to 60 inches:* stratified silty clay to silty clay loam

#### Properties and qualities

*Slope:* 25 to 35 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)  
*Available water storage in profile:* High (about 9.8 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6e  
*Hydrologic Soil Group:* C  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

### Minor Components

#### Glenberg

*Percent of map unit:* 8 percent  
*Landform:* Flood plains, terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave, linear  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

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### Grail

*Percent of map unit:* 7 percent  
*Landform:* Terraces, fans, hills  
*Landform position (three-dimensional):* Base slope, tread  
*Down-slope shape:* Linear, concave  
*Across-slope shape:* Linear  
*Ecological site:* Clayey (Cy) RRU 58A-C 11-14" p.z. (R058AC041MT)  
*Hydric soil rating:* No

### Hysham

*Percent of map unit:* 5 percent  
*Landform:* Flood plains, terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave, linear  
*Ecological site:* Saline Lowland (SL) RRU 58A-C 11-14" p.z. (R058AC051MT)  
*Hydric soil rating:* No

## Mm—McRae loam, 0 to 1 percent slopes

### Map Unit Setting

*National map unit symbol:* clsy  
*Elevation:* 1,900 to 6,600 feet  
*Mean annual precipitation:* 12 to 14 inches  
*Mean annual air temperature:* 36 to 48 degrees F  
*Frost-free period:* 120 to 135 days  
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Mcrae and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Mcrae

#### Setting

*Landform:* Terraces, fans  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Concave, linear  
*Across-slope shape:* Linear  
*Parent material:* Loamy alluvium

#### Typical profile

*Ap - 0 to 5 inches:* loam  
*Bk - 5 to 11 inches:* loam  
*C - 11 to 60 inches:* loam

#### Properties and qualities

*Slope:* 0 to 1 percent

## Custom Soil Resource Report

*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)  
*Available water storage in profile:* High (about 10.3 inches)

### Interpretive groups

*Land capability classification (irrigated):* 2e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* B  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

### Minor Components

#### Fort collins

*Percent of map unit:* 9 percent  
*Landform:* Terraces, fans  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* Clayey (Cy) RRU 58A-C 11-14" p.z. (R058AC041MT)  
*Hydric soil rating:* No

#### Hysham

*Percent of map unit:* 6 percent  
*Landform:* Flood plains, terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave, linear  
*Ecological site:* Saline Lowland (SL) RRU 58A-C 11-14" p.z. (R058AC051MT)  
*Hydric soil rating:* No

## Mn—McRae loam, 1 to 4 percent slopes

### Map Unit Setting

*National map unit symbol:* clsz  
*Elevation:* 1,900 to 6,600 feet  
*Mean annual precipitation:* 12 to 14 inches  
*Mean annual air temperature:* 36 to 48 degrees F  
*Frost-free period:* 120 to 135 days  
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Mcrae and similar soils:* 85 percent

## Custom Soil Resource Report

*Minor components: 15 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Mcrae

#### Setting

*Landform: Terraces, fans*

*Landform position (three-dimensional): Tread*

*Down-slope shape: Concave, linear*

*Across-slope shape: Linear*

*Parent material: Loamy alluvium*

#### Typical profile

*Ap - 0 to 5 inches: loam*

*Bk - 5 to 11 inches: loam*

*C - 11 to 60 inches: loam*

#### Properties and qualities

*Slope: 1 to 4 percent*

*Depth to restrictive feature: More than 80 inches*

*Natural drainage class: Well drained*

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high  
(0.57 to 1.98 in/hr)*

*Depth to water table: More than 80 inches*

*Frequency of flooding: None*

*Frequency of ponding: None*

*Calcium carbonate, maximum in profile: 15 percent*

*Salinity, maximum in profile: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)*

*Available water storage in profile: High (about 10.3 inches)*

#### Interpretive groups

*Land capability classification (irrigated): 2e*

*Land capability classification (nonirrigated): 3e*

*Hydrologic Soil Group: B*

*Ecological site: Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)*

*Hydric soil rating: No*

### Minor Components

#### Haverson

*Percent of map unit: 9 percent*

*Landform: Flood plains, terraces*

*Landform position (three-dimensional): Tread*

*Down-slope shape: Linear*

*Across-slope shape: Concave, linear*

*Ecological site: Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)*

*Hydric soil rating: No*

#### Fort collins

*Percent of map unit: 6 percent*

*Landform: Terraces, fans*

*Landform position (three-dimensional): Tread*

*Down-slope shape: Linear*

*Across-slope shape: Linear*

*Ecological site: Clayey (Cy) RRU 58A-C 11-14" p.z. (R058AC041MT)*

*Hydric soil rating: No*

## Mo—McRae loam, 4 to 7 percent slopes

### Map Unit Setting

*National map unit symbol:* clt0  
*Elevation:* 2,300 to 6,600 feet  
*Mean annual precipitation:* 12 to 14 inches  
*Mean annual air temperature:* 36 to 50 degrees F  
*Frost-free period:* 120 to 135 days  
*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Mcrae and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Mcrae

#### Setting

*Landform:* Terraces, fans  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Concave, linear  
*Across-slope shape:* Linear  
*Parent material:* Loamy alluvium

#### Typical profile

*Ap - 0 to 5 inches:* loam  
*Bk - 5 to 11 inches:* loam  
*C - 11 to 60 inches:* loam

#### Properties and qualities

*Slope:* 4 to 7 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 15 percent  
*Salinity, maximum in profile:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)  
*Available water storage in profile:* High (about 10.3 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* B  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

## Minor Components

### Fort Collins

*Percent of map unit:* 8 percent  
*Landform:* Terraces, fans  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* Clayey (Cy) RRU 58A-C 11-14" p.z. (R058AC041MT)  
*Hydric soil rating:* No

### Bainville

*Percent of map unit:* 7 percent  
*Landform:* Hills  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)  
*Hydric soil rating:* No

## Tw—Treasure fine sandy loam, 4 to 10 percent slopes

### Map Unit Setting

*National map unit symbol:* clv7  
*Elevation:* 2,000 to 5,000 feet  
*Mean annual precipitation:* 11 to 14 inches  
*Mean annual air temperature:* 39 to 48 degrees F  
*Frost-free period:* 120 to 135 days  
*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Treasure and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Treasure

#### Setting

*Landform:* Fans, terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Alluvium

#### Typical profile

*A - 0 to 5 inches:* fine sandy loam  
*Bt - 5 to 16 inches:* sandy clay loam  
*Bk - 16 to 60 inches:* sandy loam

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### Properties and qualities

*Slope:* 4 to 10 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.57 to 1.98 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum in profile:* 15 percent

*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

*Available water storage in profile:* Moderate (about 8.6 inches)

### Interpretive groups

*Land capability classification (irrigated):* 4e

*Land capability classification (nonirrigated):* 4e

*Hydrologic Soil Group:* B

*Ecological site:* Sandy (Sy) RRU 58A-C 11-14" p.z. (R058AC042MT)

*Hydric soil rating:* No

### Minor Components

#### Apron

*Percent of map unit:* 10 percent

*Landform:* Hills

*Landform position (two-dimensional):* Footslope, backslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* Sandy (Sy) RRU 58A-C 11-14" p.z. (R058AC042MT)

*Hydric soil rating:* No

#### Mcrae

*Percent of map unit:* 5 percent

*Landform:* Fans, terraces

*Landform position (three-dimensional):* Tread

*Down-slope shape:* Linear, concave

*Across-slope shape:* Linear

*Ecological site:* Silty (Si) RRU 58A-C 11-14" p.z. (R058AC040MT)

*Hydric soil rating:* No

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**APPENDIX B:  
ATKINS 2011  
POTENTIAL ALTERNATIVES FEASIBILITY STUDY  
WEST BILLINGS FLOOD MITIGATION AND  
GROUNDWATER RECHARGE STUDY (SELECTED PAGES)**

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**POTENTIAL ALTERNATIVES FEASIBILITY STUDY  
WEST BILLINGS FLOOD MITIGATION AND  
GROUNDWATER RECHARGE STUDY**

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*Yellowstone County, Montana*

Prepared for:

**YELLOWSTONE COUNTY  
PLANNING AND COMMUNITY SERVICES DEPT.  
510 NORTH BROADWAY – 4<sup>TH</sup> FLOOR  
BILLINGS, MT 59101**

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September 2011

Project No. 100013850

### 1.0 INTRODUCTION

This document presents a feasibility analysis of flood mitigation alternatives for the West Billings Flood Mitigation and Groundwater Recharge Study. The project is intended to identify and evaluate the feasibility of alternatives to mitigate flooding impacts in the project Study Area, shown on **Figure 1-1**, and to assess the potential of using those mitigation measures to provide recharge to groundwater in the West Billings area.

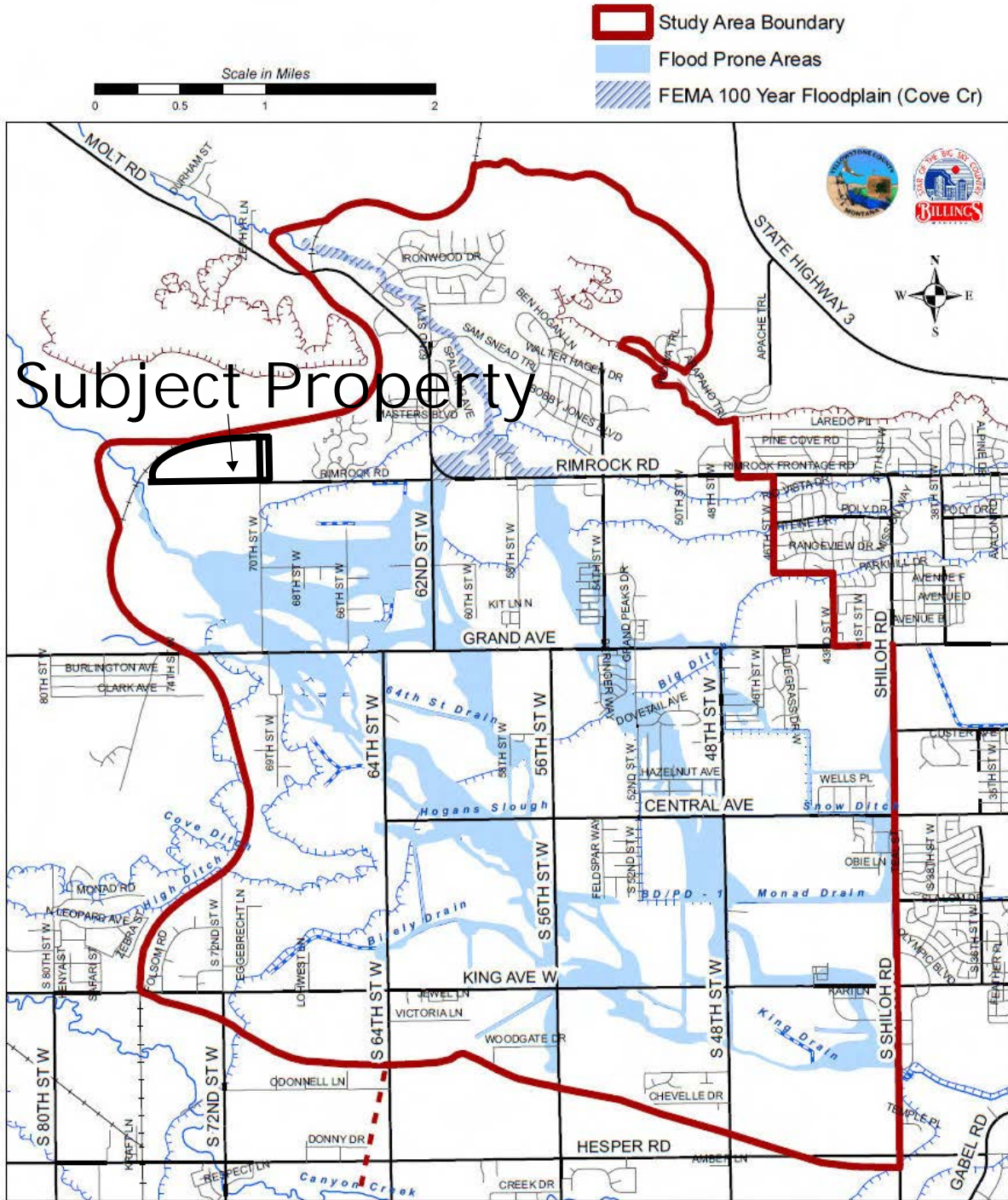


Figure 1-1. West Billings Study Area

value of 20. However, in combination with other options that decrease flood risk, it may reduce problems associated with concentrating flood flows (Greenway Development or Cove Creek Split). Considerations will need to include impacts to Canyon Creek and its capacity to accommodate the additional flow rates. Right of way and costs are also potential problems. The potential benefit of reduced flooding warrants carrying this option to second level screening.

### **3.1.2 Storage Options**

#### Small Stormwater Storage Impoundments

Description: Develop a number of small impoundments in the drainage basin with infiltration to groundwater.

Screening Score - 17: Storage impoundments require two characteristics to effectively impact flooding. The first is that they have sufficient storage capacity to impact peak flow rates downstream and second that they remain essentially empty so that their storage capacity is available during a flood event. A series of small storm water storage impoundments could be beneficial for water quality and possibly ground water recharge. However, they would have minimal impact to peak flow rates, be empty depressions the majority of the time, and due to size would have minimal recreational opportunities or ground water recharge potential. This option scores below the recommended cutoff value and it is recommended that this option be dropped from second level screening.

#### Large Detention Impoundments

Description: Large flood detention areas in the Cove or Little Cove Creek drainages upstream or immediately below the railroad tracks. These impounds could be either on or off channel. The structures would detain water with a slow release to downstream channels and/or ground water. One potential site is on Cove Creek immediately downstream of the railroad tracks. Other specific sites have yet to be identified.

Screening Score - 20: Large storage impoundments above the project area could greatly reduce the peak flood flow rates and thus impacts to the project area. There are several issues that could prevent the implementation of this option including: regulatory issues, land ownership, implementability and cost. Also, in order for the structures to be effective for flood mitigation, they would need to be emptied as quickly as possible to be available for the next storm event and thus would be empty the majority of the time. However, due to the potential flood reduction benefits the option will be carried into the second level screening despite these hurdles.

#### Shiloh Drain Stormwater Detention

Description: Use the Shiloh drainage ditch as a detention facility to store stormwater and allow groundwater recharge.

Screening Score - 14: Shiloh drain already functions in this manner to some degree. Increasing the capacity of storage to significantly impact flooding is impractical due to structural constraints of adjacent facilities. Increasing ground water recharge potential would also have minimal benefits. The drain is already providing the benefits suggested to some degree and increasing this does not appear to be cost effective. This option scores below the recommended cutoff value and it is recommended that this option be dropped from second level screening.

### 4.1.1 Alternative 1: Large Storage Impoundment

Large storage impoundments would be located upstream of the project area on Cove Creek and Little Cove Creek. Specific location have not been specified, but are assumed to include two large impoundments in the upper portions of the drainage. Conceptual locations are shown on **Figure C-1** in **Appendix C**. The design flood event is a summer thunderstorm. There will be little if any warning for this type of flood event and therefore the storage impoundments would need to be kept empty to maximize storage capacity. This requires that the impoundment detain (slow) rather than retain (store) flood water. The design concept includes an embankment to hold back flood waters, culvert that allows a portion of the flood water to pass through impoundment and an emergency spillway. The pass through culvert would always be open and allow a much reduced flow to continue down the drainage. A portion of the impoundment will be below the pass through culvert invert to allow wetland development and ground water recharge. For analysis purposes, both impoundments are assumed large enough to detain the design storm (100-year, 24-hour storm event) with a gradual release of flood waters to the downstream channels.

**Figure C-2** presents model results for flooding after implementation of Alternative 1. Flooding is presented for areas that have general shallow flooding (depths >0.5') and regulatory depth flooding (>1'). **Figure C-3** indicates the change in flooding area between existing conditions and implementation of Alternative 1. Analysis indicates a reduction of **368 acres** (existing = 437 acres) of regulatory depth flooding and a reduction of **46 building structures** (existing = 63) impacted by flooding greater than one foot deep.

Alternative 1 received the following rankings:

3 (good) for:

- flood reduction – relatively high acreage and number of structures removed from flooding,
- downstream impacts – reduction in peak flow rates downstream,
- landownership – will be relatively few landowners to negotiate with.

2 (moderate) for:

- Implementability
- Groundwater recharge – the lower portion of the impoundments could be designed to store water for groundwater recharge. This would be filled using the first water from each storm so even smaller storms could be captured for groundwater recharge. Note that for groundwater recharge to be beneficial the modeling (PBS&J, 2010f) suggests that flood water recharge would need to be supplemented with regular annual diversions.
- Funding options – may be eligible for flood and/or wetland mitigation funding.
- Regulatory issues – will need to design impoundments to meet high hazard dam standards but regulatory requirements will not be overly stringent. Water rights might be an issue if used for groundwater recharge.

1 (poor) for:

- Future flexibility – the impoundments will need to stay empty for the majority of the time to allow storage capacity during extreme runoff events but could fill within a very short period of time. This doesn't allow for much flexibility for other uses.
- Cost – this alternative is three to four times more expensive than the other alternatives.
- Recreational opportunities and aesthetics – the impoundment will need to stay empty most of the time. There is some opportunity but it is low relative to the other Alternatives.

Alternative 1 total unweighted score: 20

Alternative 1 total weighted score: 60

## 5.0 CONCLUSIONS

A public meeting was held on November 18, 2010 to present the feasibility study process presented in this report and to obtain public comment on the six alternatives. Public comment is summarized in a memorandum by JGA Architects Engineers Planners and presented in **Appendix E**. The project Steering Committee met on December 8, 2010 to discuss the Alternatives and public comment. Based on public comment, the Steering Committee directed the project team to develop a preferred alternative that combine components of the Alternatives presented in Section 4 of this report. Steering Committee guidelines for the preferred alternative included:

1. Use smaller impoundments on Cove and Little Cove Creeks. Suggest sizing the impoundments to contain a storm on the order of a 50-year return interval.
2. Replace undersized culverts beneath roadways with larger or multiple culverts to relieve ponding/backwater effects.
3. Greenway Right-of Way (ROW) should not be wider than 50 feet.
4. Sharptail Pond will be needed for stormwater treatment and will not be available for flood control.
5. Cannot pass flooding problems to areas downstream of Shiloh Road therefore need to keep peak flow rate at this location the same or less than existing conditions.

The project team used an iterative process to modify the existing hydraulic model and develop a proposed Preferred Alternative that met the SC's guidelines. This new alternative was presented to the Steering Committee in a Technical Memorandum dated March 11, 2011 (**Appendix F**). The proposed alternative included the following components:

1. Detention storage impoundments on Cove and Little Cove Creek drainages. The areas within these impoundments would be dry the majority of the time and available for recreational use such as ball fields.
2. Larger outlet pipes on the proposed impoundments to reduce the required storage volume.
3. Increased number of pipes or pipe size beneath numerous roads and canals to reduce ponding upstream.
4. No greenways are utilized for flood control but could be a separate component for recreational value.
5. Neither Sharptail Pond nor Knife River gravel pit are needed for flood water storage due to the other proposed components.
6. Peak flow rate in Hogans Slough at Shiloh road decreases slightly from existing conditions.

A SC meeting was held on March 24, 2011 to discuss the proposed alternative. The project team presented flood mitigation results through comparison of existing conditions verses those of the proposed alternative (**Appendix G**). As the map in **Appendix G** indicates, the proposed alternative greatly reduces modeled flooding except to a few low lying areas. Analysis indicates a reduction of **359 acres** (existing = 437 acres) of regulatory depth flooding (not including Knife River Gravel Pit) and a reduction of **43 building structures** (existing = 63) impacted by flooding.

After discussion of the proposed components and the modeled results the SC discussion focused on the area downstream of Shiloh Road, below the project area. SC members noted that the culverts passing beneath the BBWA canal had recently been replaced. These culverts are designed to accommodate 300 cfs, the capacity of the downstream channel. The discussion concluded with the addition of a bypass channel to the preferred alternative. The bypass channel will route flow rates greater than 300 cfs to the Knife River gravel pit.

## 5.1 Recommended Alternative(s)

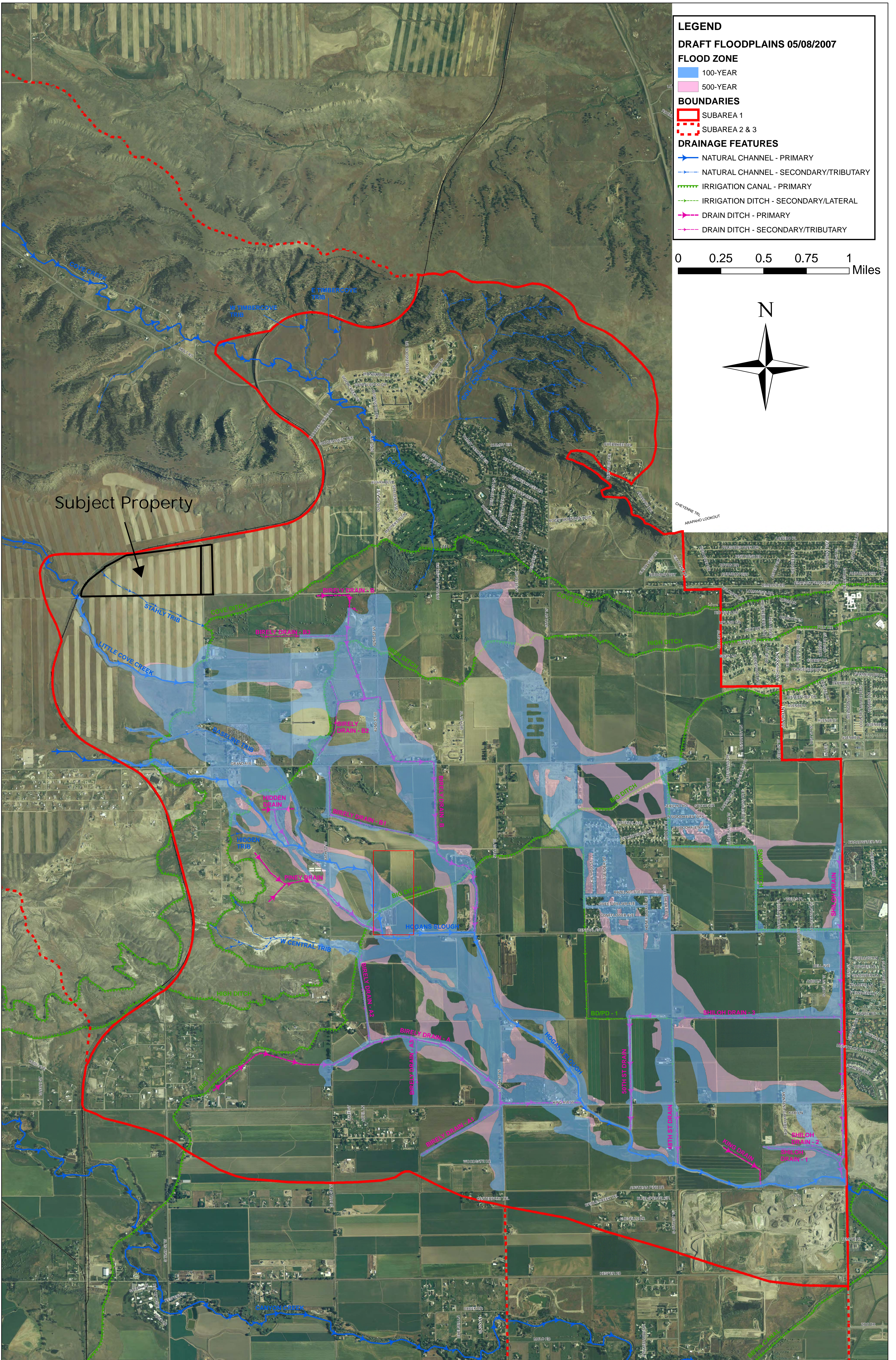
The SC directed the project team to move ahead with preparation of a 30% design for the preferred alternative. The Final Preferred Alternative includes the following components:

1. Detention storage impoundments on Cove and Little Cove Creek drainages. The areas within these impoundments would be dry the majority of the time and available for recreational use such as ball fields.
2. Larger outlet pipes on the proposed Cove and Little Cove Creek impoundments (6' diameter) to reduce the required storage volume.
3. Increased number of pipes or pipe size beneath numerous roads and canals to reduce ponding upstream (see **Table 5-1** below).
4. No greenways are utilized for flood control but could be a separate component for recreational value.
5. Bypass channel to the Knife River gravel pit to reduce peak flow rate beneath Shiloh Road to less than 300 cfs.

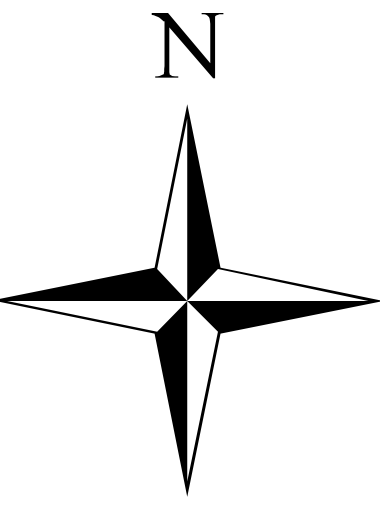
**Table 5-1. Proposed Pipe Changes**

Link	Previous Pipe Size (feet)	New Pipe Size (feet)	Pipe Length (feet)	Description
LCC_Pipe	2	6	100	Outlet from Little Cove Creek Impoundment
Cove_Pipe	2	6	100	Outlet from Cove Creek Impoundment
C-104	3	6	94.5	Birely Drain Pipe under High Ditch
C-101	4	8	52	Birely Drain Pipe under 62nd Street
C-99a	0	8	85.58	Birely Drain Pipe under Grand. Added new culvert adjacent to existing culvert C-99
C-99a	6	8	85.58	Birely Drain Pipe under Grand. Increased pipe size
C-98	4	6	62.38	Birely Drain Pipe under Broadwater (?)
C-121	2	6	106.28	Birely Drain side ditch under King Avenue. Circular
C-112	2	6	61.33	Bierly Drain under 56th. Arch
C-111	3	6	86.1	Bierly Drain adjacent to King Ave - Circular pipe under private approach.
C-110	3	6	42.09	Bierly Drain adjacent to King Ave - Circular pipe under private approach.
C-109	2.5	6	41.41	Bierly Drain adjacent to King Ave - Circular pipe under private approach.
C-108	2.5	6	30.47	Bierly Drain adjacent to King Ave - Circular pipe under private approach.
C-107	3	6	38.6	Bierly Drain adjacent to King Ave - Circular pipe under private approach.
C-129	1.5	6	72.29	50th street drain under King Ave. Circular pipe.
C-12	1 at 8'	2 at 8'	122.73	Hogans Slough under King Ave. Circular pipe.

**APPENDIX C:**  
**PBS&J 2010**  
**WEST BILLINGS FLOOD HAZARD STUDY MAPS**



**LEGEND**  
**DRAFT FLOODPLAINS 05/08/2007**  
**FLOOD ZONE**  
 100-YEAR  
 500-YEAR  
**BOUNDARIES**  
 SUBAREA 1  
 SUBAREA 2 & 3  
**DRAINAGE FEATURES**  
 NATURAL CHANNEL - PRIMARY  
 NATURAL CHANNEL - SECONDARY/TRIBUTARY  
 IRRIGATION CANAL - PRIMARY  
 IRRIGATION DITCH - SECONDARY/LATERAL  
 DRAIN DITCH - PRIMARY  
 DRAIN DITCH - SECONDARY/TRIBUTARY



Subject Property



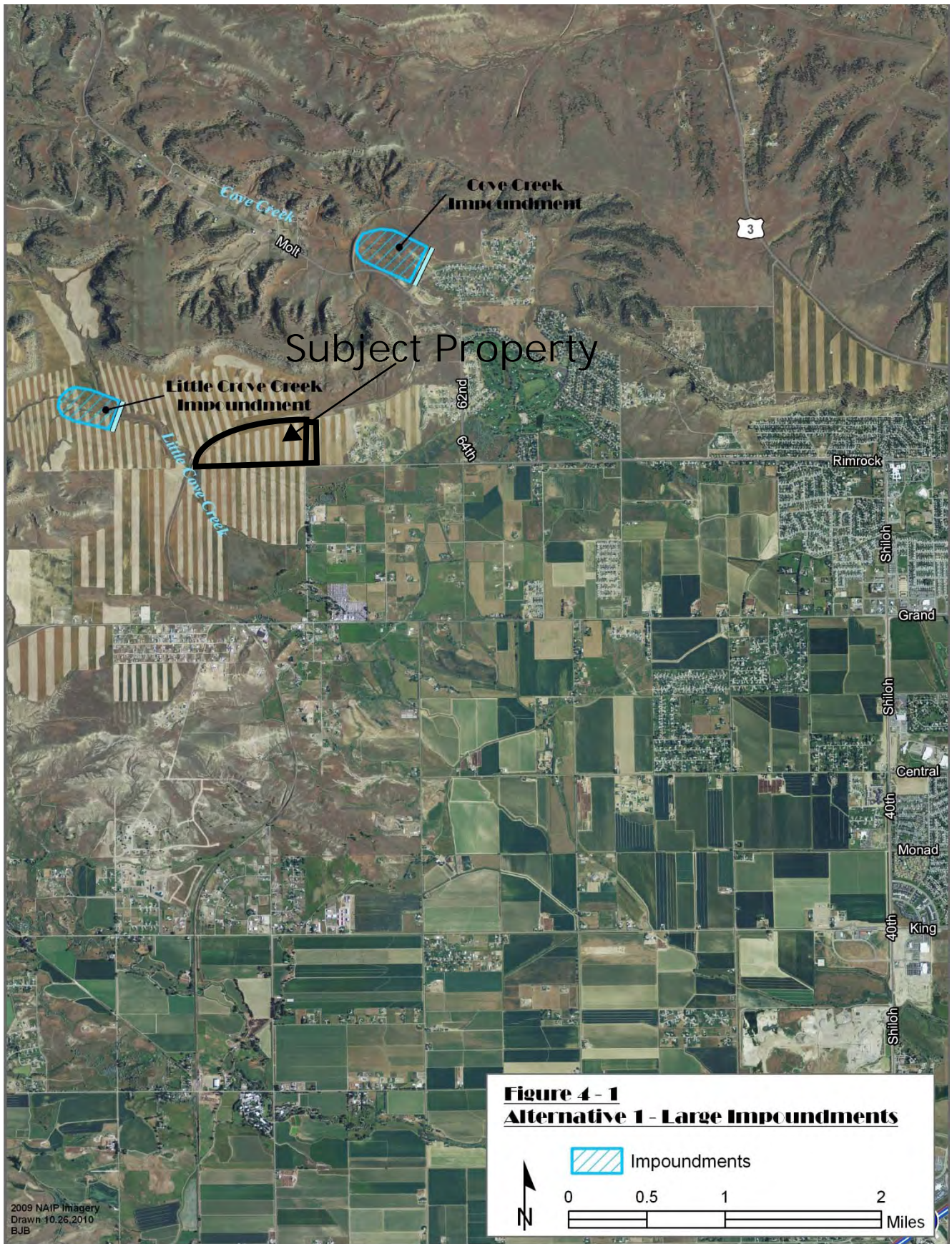
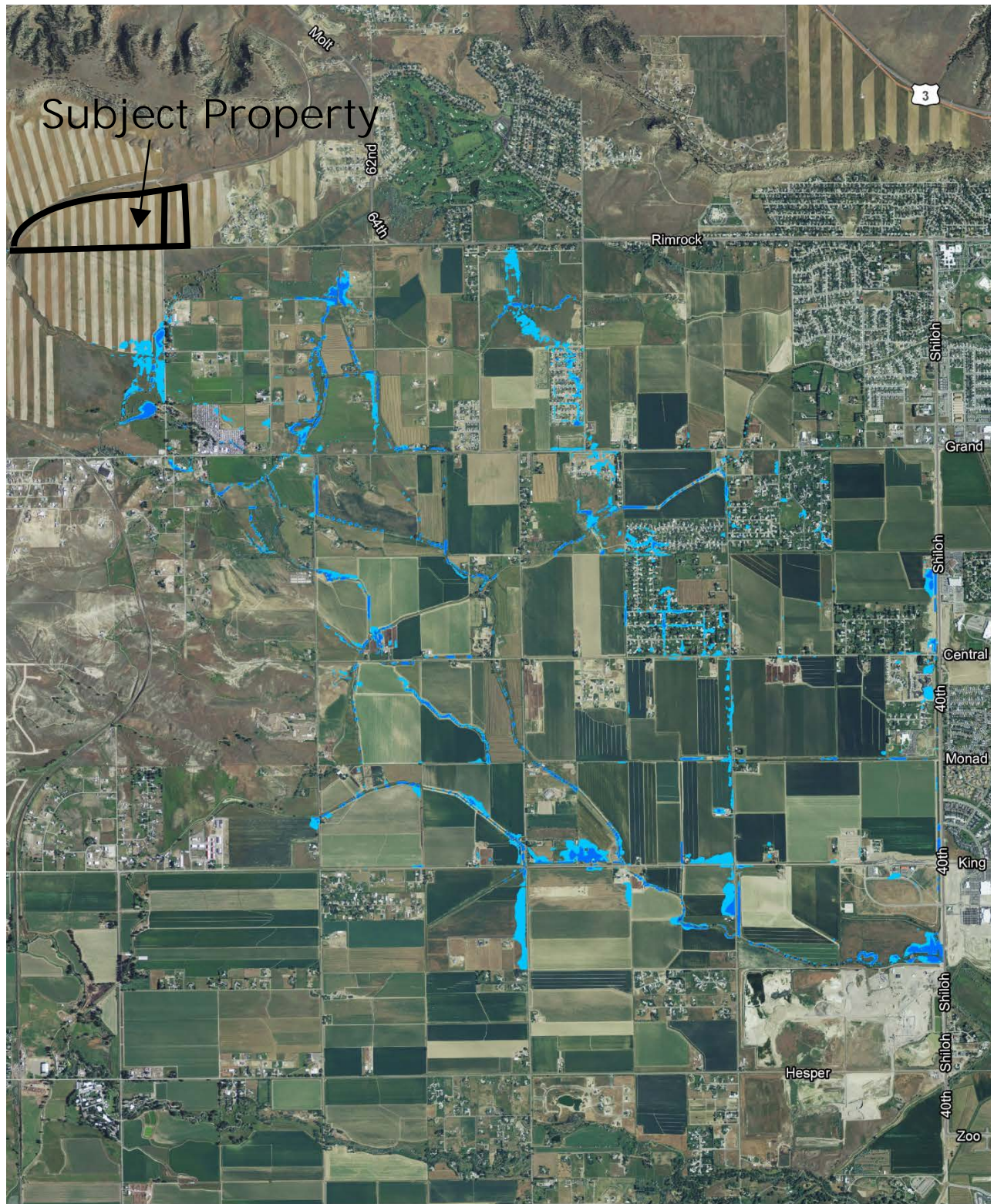


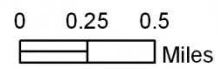
Figure C-1. Alternative 1 – Large Impoundments



**Figure 4 - 2**  
**Alternative 1 - Large Impoundments**  
**Flooding Extents**

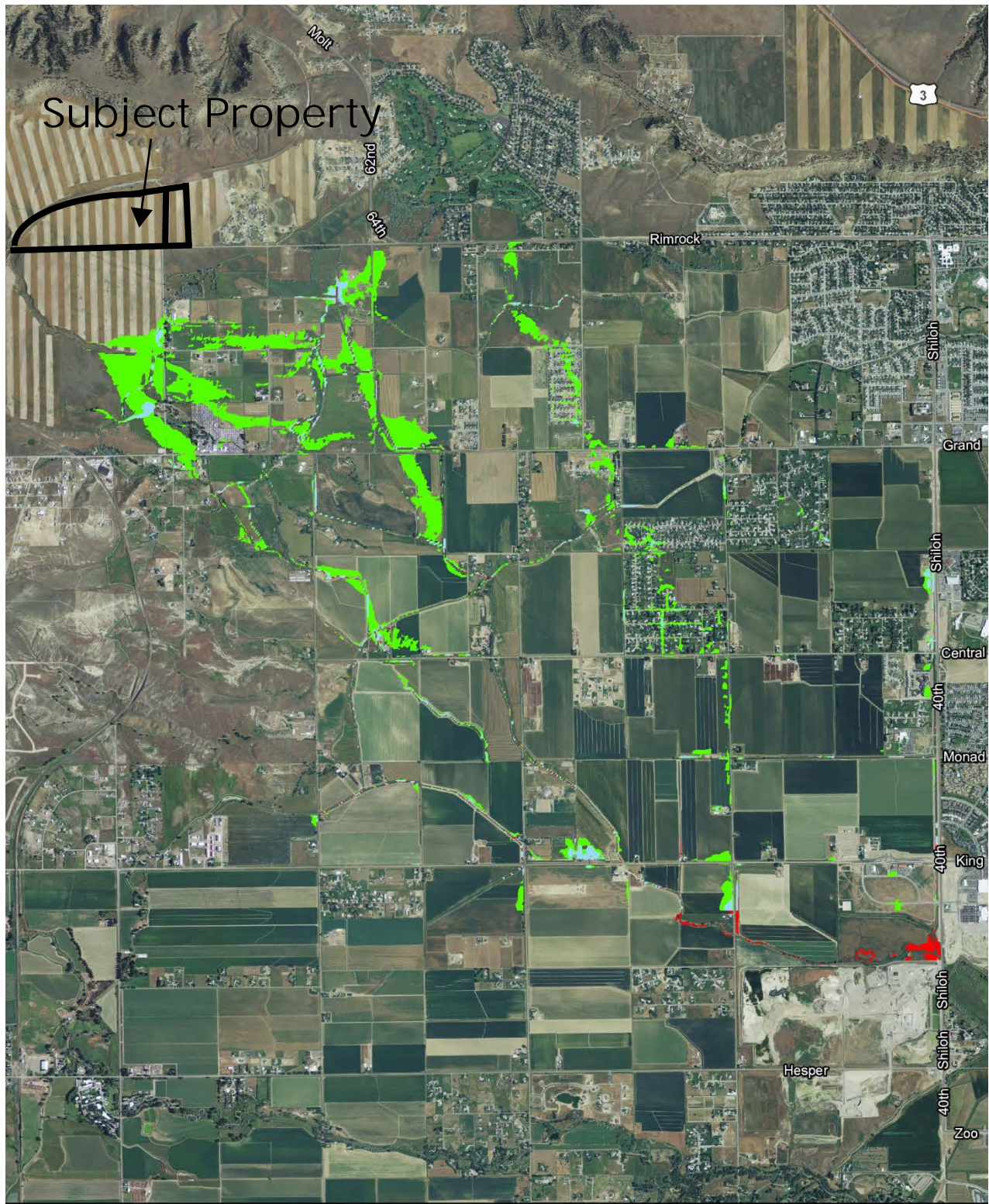
**Flooding**

- >1 Ft
- 0.5-1 Ft



2009 NAIP Imagery Drawn 10.30.2010 BJE

**Figure C-2. Alternative 1 – Large Impoundments Flooding Events**



**Figure 4 - 3**  
**Alternative 1 - Large Impoundments**  
**Change in Flooding Extents**

Existing Flooding (>1' depth)  
- No Change -  
Reduced Flooding (>1' depth)  
Increased Flooding (>1' depth)

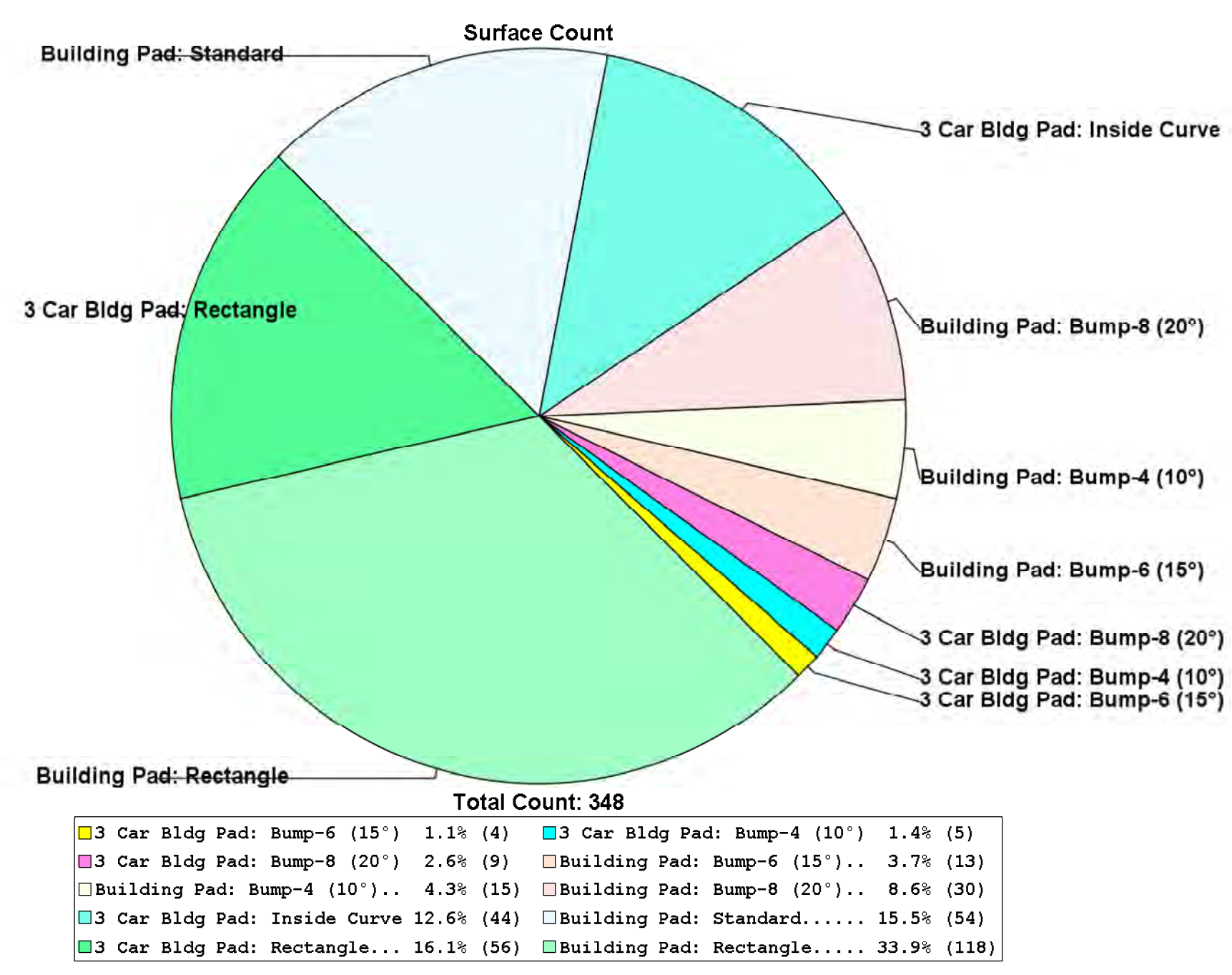
0 0.25 0.5  
Miles

2009 NAIP Imagery Drawn 10:30 2010 BJE

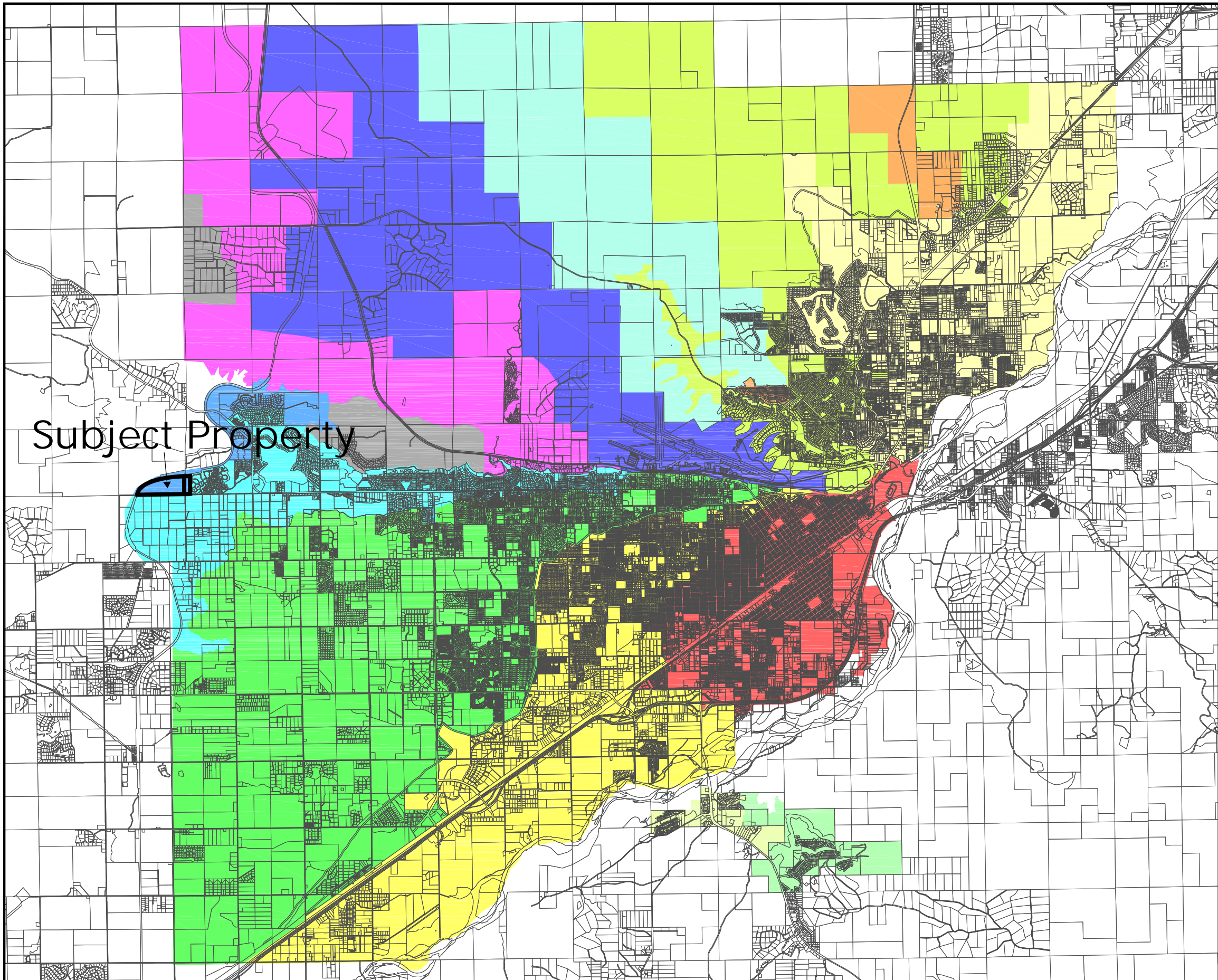
Figure C-3. Alternative 1 – Large Impoundments Change in Flooding Events

**APPENDIX D:  
FULL CONCEPT MAP**

1" = 100 feet

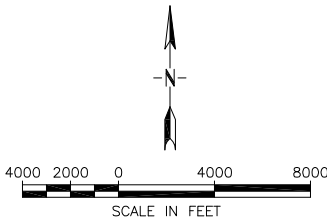


**APPENDIX E:  
SELECTED WATER AND SANITARY SEWER  
PLANNING EXHIBITS**



Subject Property

- LEGEND
- PRESSURE ZONE 1
  - PRESSURE ZONE 2
  - PRESSURE ZONE 2 EAST
  - PRESSURE ZONE 3
  - PRESSURE ZONE 3 EAST
  - PRESSURE ZONE 3 SOUTH
  - PRESSURE ZONE 4
  - PRESSURE ZONE 4 EAST
  - PRESSURE ZONE 4 NORTH
  - PRESSURE ZONE 4 SOUTH
  - PRESSURE ZONE 5
  - PRESSURE ZONE 5 WEST
  - PRESSURE ZONE 6
  - PRESSURE ZONE 7



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DRAWN BY: RLI  
CHK'D. BY: KDD  
APPR. BY: KDD  
DATE: 07/2013

BILLINGS INTEGRATED WATER PLAN IMPLEMENTATION MONTANA

EXISTING PRESSURE ZONES

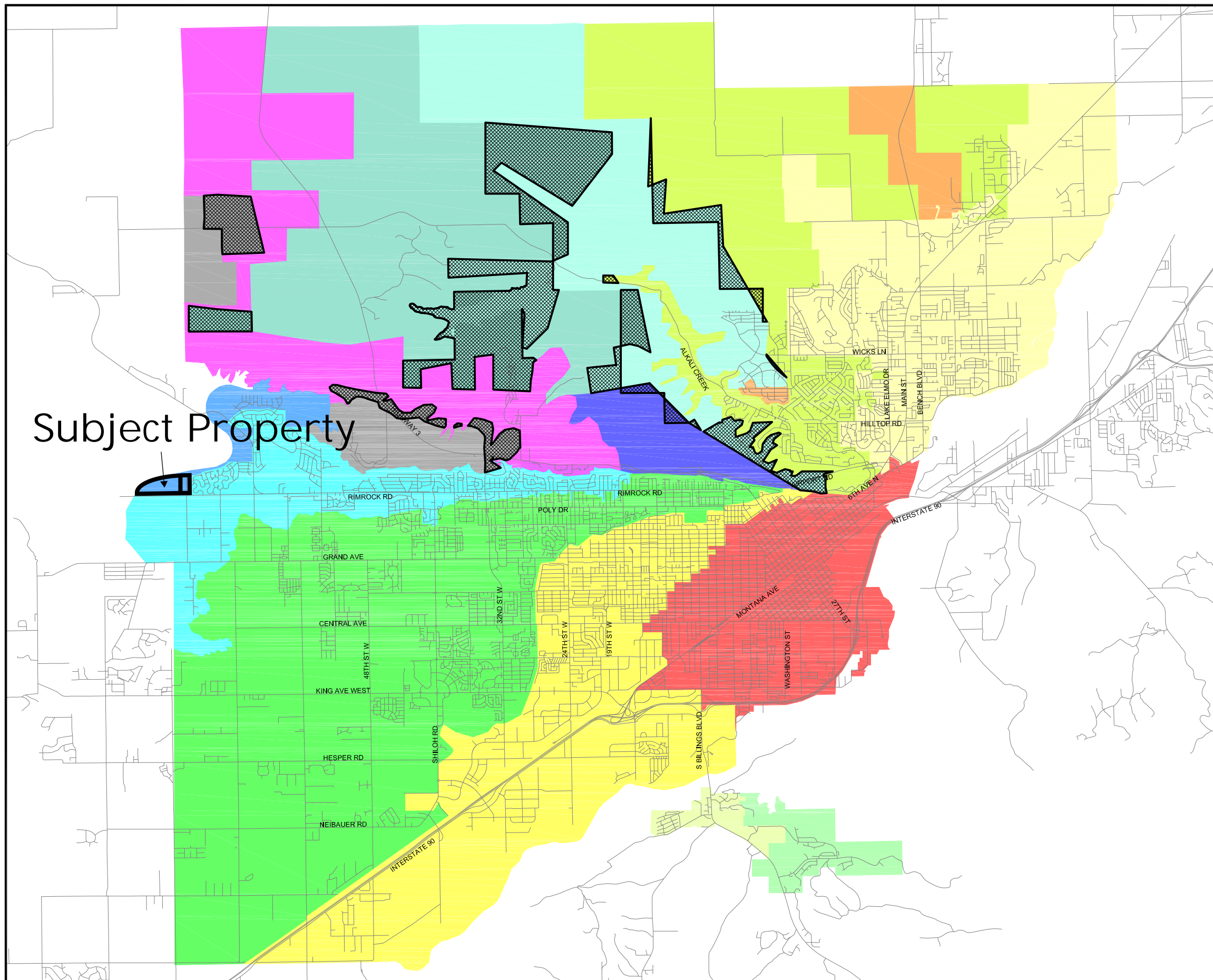
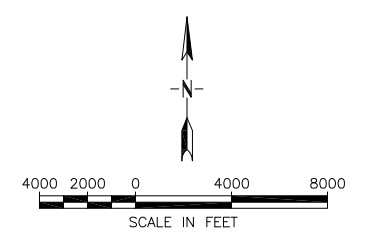
PROJECT NO.  
0686,182

FIGURE NUMBER  
**FIG. 3-1**

V:\0686\182 - Integrated Water Plan\ACAD\Exhibits\FIGURE 3-1.dwg Plotted by randy larence on Dec/17/2013

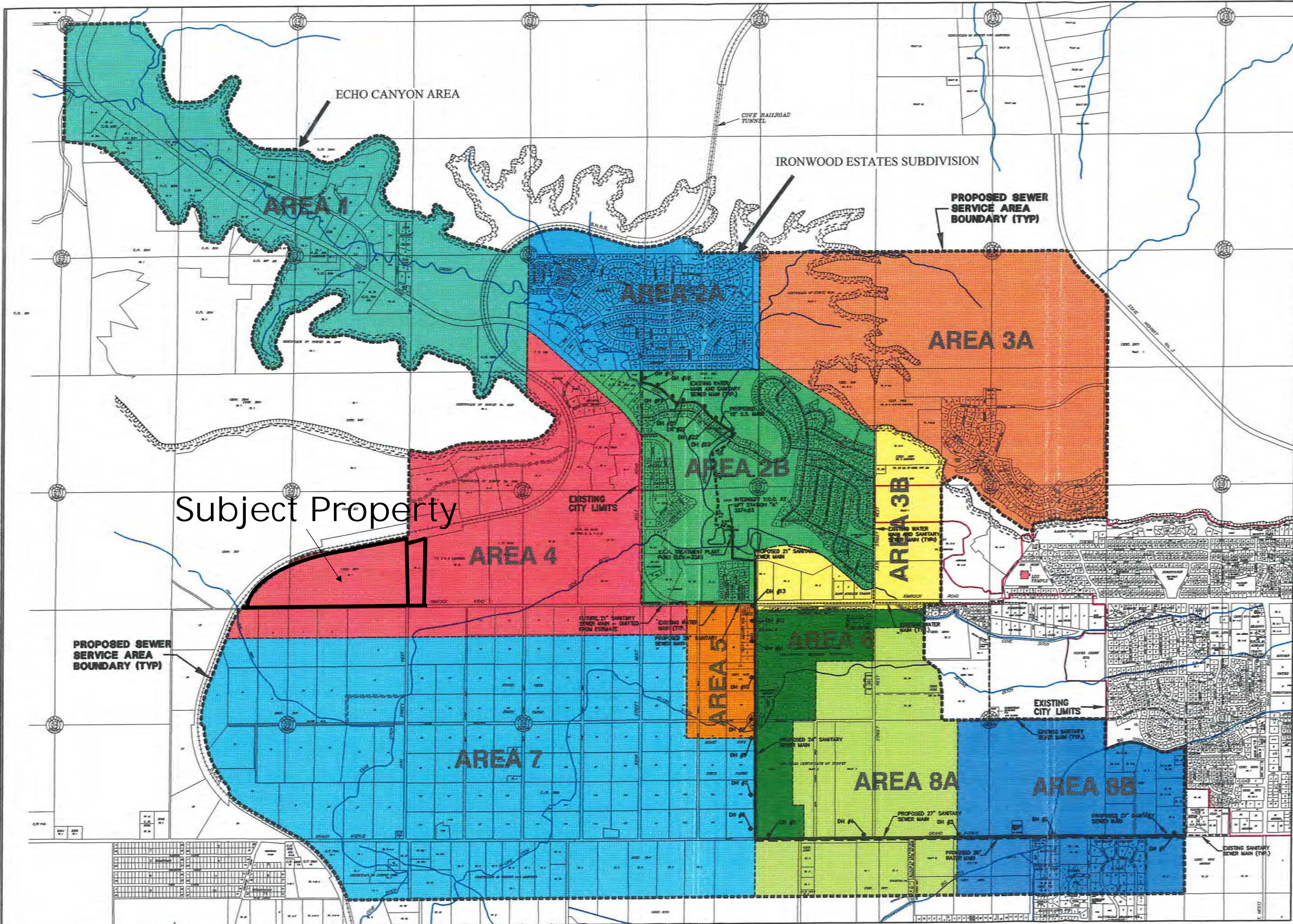
Subject Property

- LEGEND**
- PRESSURE ZONE 1
  - PRESSURE ZONE 2
  - PRESSURE ZONE 2 EAST
  - PRESSURE ZONE 3
  - PRESSURE ZONE 3 EAST
  - PRESSURE ZONE 3 SOUTH
  - PRESSURE ZONE 4
  - PRESSURE ZONE 4 EAST
  - PRESSURE ZONE 4 NORTH
  - PRESSURE ZONE 4 SOUTH
  - PRESSURE ZONE 5
  - PRESSURE ZONE 5 WEST
  - PRESSURE ZONE 6
  - PRESSURE ZONE 7
  - PRESSURE ZONE ADJUSTMENTS



<p><b>MORRISON MAIERLE, INC.</b> An Employee-Owned Company</p> <p><small>Engineers Surveyors Scientists Planners</small></p> <p>315 N. 25th Street Suite 102 Billings MT 59101 Phone: (406) 656-8000 Fax: (406) 237-1201 <small>COPYRIGHT © MORRISONMAIERLE, INC., 2013</small></p>	<p>DRAWN BY: <u>RLL</u></p> <p>CHK'D. BY: <u>KDD</u></p> <p>APPR. BY: <u>KDD</u></p> <p>DATE: <u>07/2013</u></p>	<p><b>BILLINGS</b></p> <p>INTEGRATED WATER PLAN IMPLEMENTATION</p> <p><b>MONTANA</b></p> <p>PRESSURE ZONE ALTERNATIVE #1</p>	<p>PROJECT NO. 0686,182</p> <p>FIGURE NUMBER <b>FIG. 4-2</b></p>
	<p>V:\0686\182 - Integrated Water Plan\ACAD\Exhibits\FIGURE 4-2.dwg Plotted by randy larence on Dec/17/2013</p>		

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NORTHWEST TRUNK WATER AND SANITARY SEWER  
 FOR  
 PUBLIC UTILITIES DEPARTMENT  
 BILLINGS, MONTANA  
 PROPOSED SEWER SERVICE AREAS

C.A.D. DATE:	CMR
REVISIONS:	11/8/01
APPROVED BY:	
QUALITY ASSURANCE:	
SCALE:	1"=2000'
FILE:	ECHO-CANYON
PROJECT NO.:	01097
SHEET:	1 OF 1

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Zone Change 956 - 517 Lincoln Lane - Public Hearing and 1st reading

**PRESENTED BY:** Nicole Cromwell

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

This is a zone change request for property located at 517 Lincoln Lane from Residential Multi-family-Restricted (RMF-R) to Community Commercial (CC) on a fraction of 175 feet X 490 feet in the S1/2NWSENE1/4 of Section 27, Township 1 North, Range 26 East, a 1.98 acre parcel of land. The property is owned by Propriedad, LLC and the agent is Performance Engineering, Scott Aspenlieder, P.E. The Zoning Commission conducted a public hearing on May 2, 2017, and is forwarding a recommendation of approval based on the findings of the 10 criteria.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another types of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the zone change and adopt the findings of the 10 criteria as recommended by the Zoning Commission;
- Deny the zone change and adopt different findings of the 10 criteria;
- Allow the applicant to withdraw the zone change; or
- Delay action on the zone change request for up to 30 days.

The Planning staff reviewed the application and recommended approval to the Zoning Commission based on the findings of the 10 review criteria. The Zoning Commission concurred with the recommendation. The proposed zoning and use of the property is compatible with the adjacent and surrounding land uses. Development of the parcel will need to consider the adjacent County property where field irrigation still occurs. The proposed use will significantly reduce the potential traffic impacts from development. Since the property is directly adjacent to land zoned for residential purposes and used for residential dwellings, the requirements of Section 27-612(e), will need to be followed. These regulations, better known as Neighborhood Manners, restrict outdoor lighting, signage locations, waste storage and collection, as well as requiring screening and buffering of adjacent property. The Billings Heights Neighborhood Plan and the 2016 Growth Policy support the proposed zoning and use in this area of mixed uses and zoning. Lincoln Lane has a range of zoning districts from R-70 and R-60 to RP, NC, CC and HC. There is also a wide variety of uses from a major retail shopping center on the south end to

multi-family residences, auto sales, assisted living and other service providers on the north end.

Prior to making a decision on the requested zone change, the City Council shall consider the following findings and criteria:

1. *Is the new zoning designed in accordance with the Growth Policy?*

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and the Heights Neighborhood Plan (2006):

The Heights Neighborhood Plan Land Use goals and objectives stated the need to "...*maintain residential neighborhoods without the increased traffic associated with intense commercial development. Encourage light commercial development to provide services. Implement the preferred future land use map for the Heights Neighborhood Plan to guide development through zoning requests.*"

- The proposed zoning of CC is to facilitate the development of personal storage warehouses on the property. The storage units will be similar to those on the west side of Lincoln Lane to the north. The current zoning regulations require CC zoning or more intense zones to allow personal storage warehouses. This use is not allowed in the NC or RP zoning district. The Planning staff cannot base its finding on an intended use but must consider all of the potential allowed uses within the district. Given the location of the property and the proposed zoning, it is not likely the more intense allowed uses in the CC would locate on the subject property. These include restaurants, bars & casinos (by special review), auto sales, large retail or service providers. While the proposed zoning could allow some future intense commercial uses of the property, the Planning staff finds this is highly unlikely given the specific location and nature of the property.

Essential Investments and Strong Neighborhoods: Neighborhoods that are safe and attractive and provide essential services are much desired.

- The proposed zoning would allow a neighborhood service in this mixed use area. Residents of Billings Heights have a growing need for off-site storage of household items especially boats and RVs. This facility provides a convenient location for this type of storage without any impact to the surrounding neighbors or burdening the existing traffic and street network. The adjacent residential uses will require the developer to follow the "Neighborhood Manners" section of the zoning regulations to ensure the adjacent neighborhood does not experience long term disruption of their property.

Prosperity: Predictable, reasonable City taxes and assessments are important to Billings' taxpayers.

- The proposed zoning and intended use help to equalize the taxes and assessments for services by developing a land use with little demand for city services.

2. *Is the new zoning designed to secure from fire and other dangers?*

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. *Whether the new zoning will promote public health, public safety and general welfare?*

Public health and public safety will be promoted by the proposed zoning. The current zoning of the parcel – RMF-R – could have developed with up to 52 new multi-family apartments. The adjacent residential parcels would have experienced a dramatic increase in traffic, noise and similar changes in the area. The proposed zoning and intended use, will allow a much more

benign use of the property and can ensure the continued value for adjacent residential uses.

4. *Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?*

**Transportation:** The proposed zoning will have no measurable effect on the transportation system.

**Water and Sewer:** The City provides water and sewer to the property. There will be no additional impacts to the system from the proposed zoning.

**Schools and Parks:** Schools should not be affected by the proposed zoning.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. *Will the new zoning provide adequate light and air?*

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. *Will the new zoning effect motorized and non-motorized transportation?*

The new zoning should have no effect on vehicle or pedestrian traffic. The existing zoning could add up to 400 new vehicle trips per day to Lincoln Lane and the surrounding street network. The proposed zoning and intended use would add up to 16 new vehicle trips per day.

7. *Will the new zoning will promote compatible urban growth?*

The new zoning does promote compatible urban growth in this area. The personal storage units provide a service to residents in the area. The intended use is not an intrusion to the area and is a benign use. There are existing storage facilities on the west side of Lincoln Lane including a 1-acre RV storage lot directly across the street.

8. *Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area between Main Street and Bench Boulevard is a mixture of zoning districts and uses. Personal storage warehousing is not allowed in less intense zoning districts such as NC or RP. The property is suitable for the proposed use given its location in the area.

9. *Will the new zoning conserve the value of buildings?*

The property is currently developed with a single family dwelling. Approval of the zone change would not change the value of this residence – residential uses are allowed in the CC zone. The value of existing buildings and the parcel will be conserved by the proposed zoning.

10. *Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*

The proposed zoning may encourage the most appropriate use of this land in Billings. This specific location and use is appropriate.

## **FINANCIAL IMPACT**

If the zone change is approved, the property will likely develop as proposed by the owner for personal storage warehousing. The property value will increase based on the value of those improvements. The City fees assessed based on zoning will be adjusted for the new zoning district. If the zone change is not approved, it is not likely a new development for residential purposes will be proposed by this owner. The land will remain mostly undeveloped.

## **BACKGROUND**

This is an application to change the zoning on this parcel to allow the development of personal storage warehousing on the property. The least intense zoning district that allows this use is Community Commercial (CC) zoning. The area is a mixture of medium to low density residential uses adjacent to higher intensity commercial zones and land uses. The property along Lincoln Lane has developed steadily over the past 10 years to include multi-family dwellings, new commercial uses and services. The Billings Heights Neighborhood Plan (2006) indicated this area between Main Street and Bench Boulevard as an area where a mixture of land uses would be appropriate.

The property was originally zoned R-70 and outside the City limits. In 2012, the property owner received a zone change approval from the County Commissioners to change the zoning to RMF-R. The property was subsequently annexed to the City in December 2015. The zone change in 2012 was opposed by the surrounding property owners in the County due to concerns about irrigation rights, density, light and noise. There have been 15 similar zone change in Billings Heights in the past decade. One zone change was denied for 727 Bench Boulevard at the southeast corner of Bench Boulevard and Hilltop Road. Another zone change was withdrawn for for 941 Bench Boulevard that would have allowed multi-family development. The remaining 13 similar applications were approved.

Zoning to the north is NC but has developed as multi-family townhomes. Property along the west side of Lincoln Lane is zoned HC but is a mixture of uses ranging from vehicle services, large retail, to storage lots, manufactured home parks and multi-family apartments. There have been 4 zone changes in Billings Heights in the last 5 years to accommodate new personal storage warehousing. The Building Division has issued 38 building permits for new personal storage warehouses in the last 5 years at 15 different locations in the City. Seven of those locations are in Billings Heights. Uses allowed within the CC zone include multi-family residences, large and small retail, business services, bars & casinos (special review required), restaurants, auto sales and service, as well as many other intense commercial uses. The applicant's intent is to build personal storage warehousing but a zone change can not be limited to proposed uses. All uses within the proposed zoning district may be allowed. Personal storage warehousing provides one of the lowest taxable values on a per square foot basis for commercial development. A quick review of assessed values in Billings Heights for personal storage warehouses shows an average building value of \$25 per square foot. Other uses allowed in the CC zone show much higher assessed building value ratios such as \$118 per square foot for a bank, \$66 per square foot for a car wash and \$85 per square foot for a drug store. The storage lot west across Lincoln Lane has a property improvements value of only 22 cents per square foot.

Lincoln Lane is a local street developed in the County that is gradually being annexed to the City. Most recent annexations and subsequent developments on Lincoln Lane have not included the requirement to improve the adjacent right of way. Sanitary sewer and public water lines are installed within the right of way. Storm sewer drainage only exists on the southern 700 feet of Lincoln Lane behind the Target shopping center. Storm water is not collected or drained by a public system north of Target. New commercial developments within the City limits are required

to retain all storm water on site if no public drainage system is available. No traffic counts have been made on Lincoln Lane. The closest traffic count is south on Bench Boulevard east of its intersection with Main Street. Traffic counts for this roadway are fairly low at 2,800 vehicle trips per day. Estimated vehicle trip generation from the proposed personal storage use is about 16 trips per day (8 trips per acre). The proposed use will have very little impact on the adjacent street network. The current zoning of RMF-R could generate up to 400 vehicle trips per day if fully developed at the maximum allowed density.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on May 2, 2017, and received the staff recommendation and testimony from the owner and agent. LaVonne Anderson who lives at 1093 Lincoln Lane, a county resident, testified in opposition.

Ms. Anderson stated she opposed the zone change primarily because her parents have owned the adjacent parcels to the south for 73 years and she still irrigates the field behind her house, her parents house and her brother's house. The fields are leased for horse pastures. She stated she is the only person still using irrigation water from the BBWA on Lincoln Lane. She stated the owner of the property will need to build up a dike or some other barrier to keep the irrigation water from the east and south half of the property at 517 Lincoln Lane. She stated her parents no longer live on the adjacent parcel but it is likely the estate will begin selling some of these subdivided lots for residential development. She stated the zone change could affect the property value of her parents property and certainly the marketability.

The Zoning Commission chairman closed the public hearing. A motion to recommend approval and adoption of the findings of the 10 criteria was made by Commission Member Mike Boyett and seconded by Commission Member Michael Larson. The motion was approved on a 4 to 0 vote. Commission Member Ulvestad was absent.

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

The Consistency with Adopted Policies and Plans is discussed above in the Alternatives Analyzed section.

## **RECOMMENDATION**

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 956 on a 4 to 0 vote.

## **APPROVED BY CITY ADMINISTRATOR**

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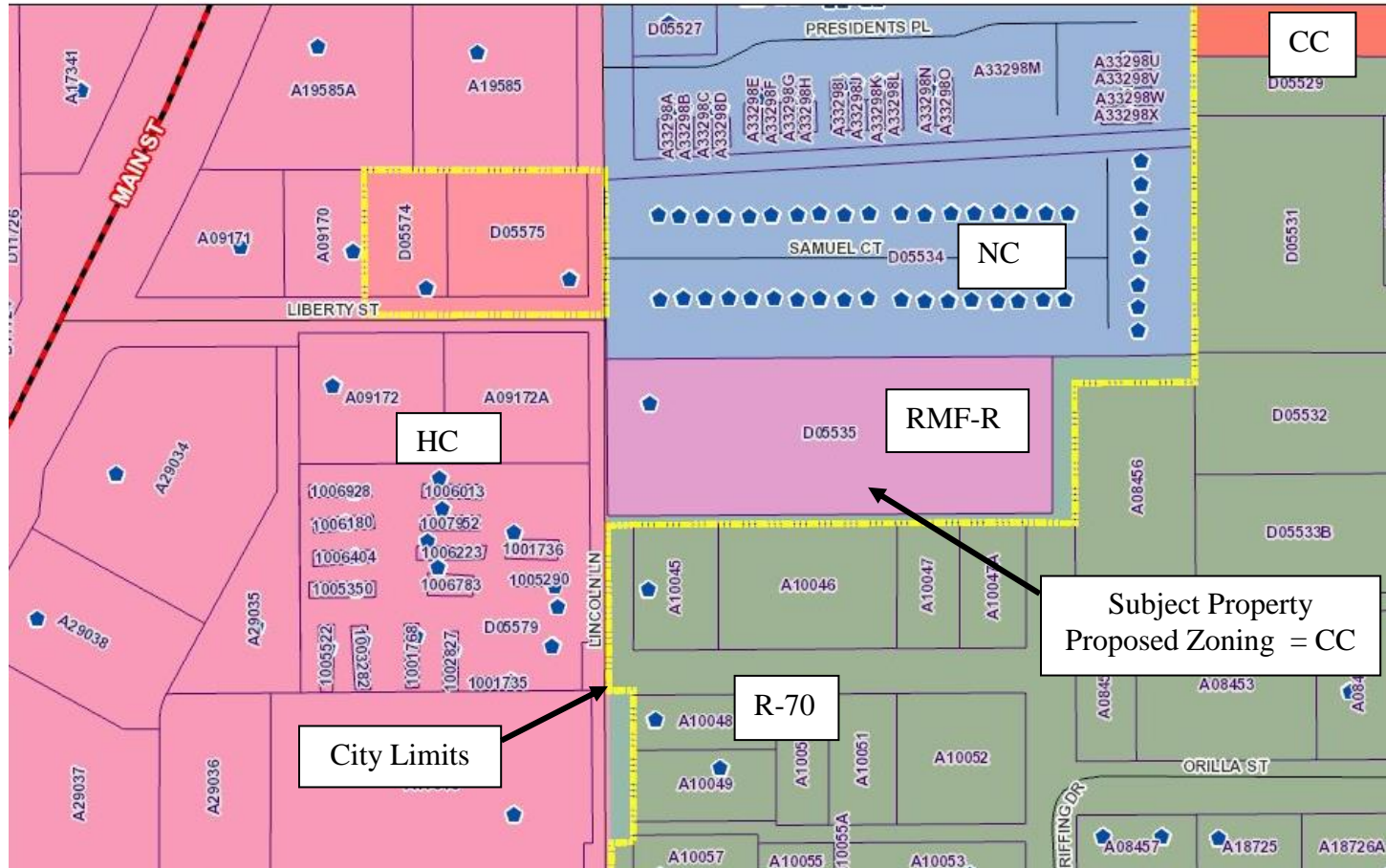
### **Attachments**

Zoning Map and Site Photos  
Pre-application info and applicant letter  
Ordinance

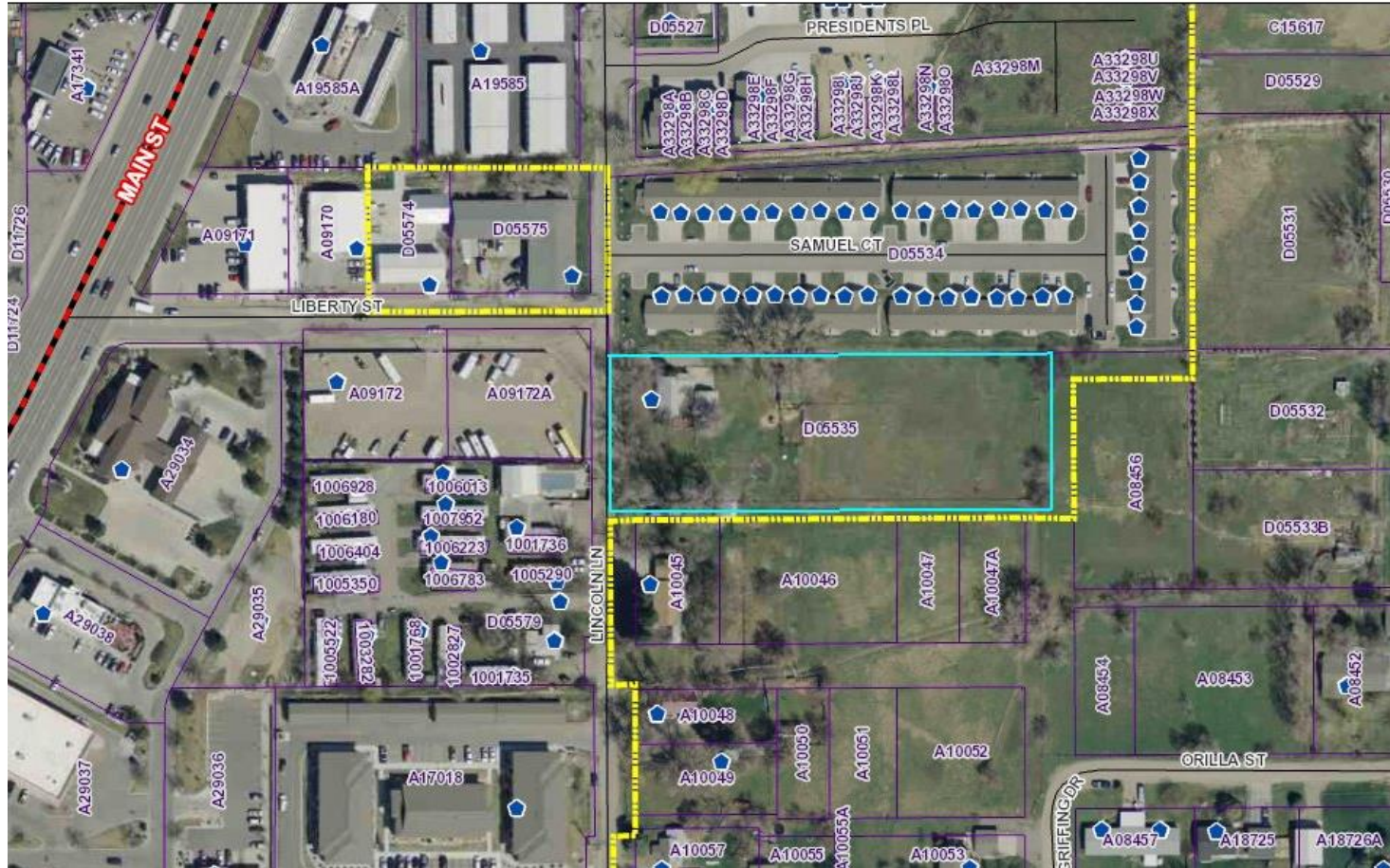
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**Surrounding Zoning**  
Zone Change #956 – 517 Lincoln Lane

517 Lincoln Lane



# 517 Lincoln Lane





Subject Property – view from Lincoln Lane



View south along Lincoln Lane



View west across Lincoln Lane



View north on Lincoln Lane



View east to open land east of subject property



View north and west to auto services on west side of Lincoln Lane

Application and pre-application meeting notes  
Zone Change #956 – 517 Lincoln Lane

APPLICATION FORM

CITY ZONE CHANGE

City Zone Change # 956 - Project # PZ-17-00051

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: Residential Multi-Family Restricted

Proposed Zoning: Community Commercial

TAX ID # D05535 CITY ELECTION WARD # 1

Legal Description of Property: S27, T01 N, R26 E, FRAC 175X490' in S2NWSENE4

Address or General Location (If unknown, contact County Public Works): 517 Lincoln Lane, Billings, MT 59105

Size of Parcel (Area & Dimensions): 1.98 acres

Present Land-Use: Residential

Proposed Land-Use: Commercial Property (storage)

Covenants or Deed Restriction on Property: Yes \_\_\_\_\_ No X

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application

Owner(s): Propriedad, LLC

(Recorded Owner)

P.O. Box 20853, Billings, MT 59104

(Address)

(406) 208-7691 rmorehead@bigskyed.com

(Phone Number) (Email)

Agent(s): Scott Aspenlieder

(Recorded Owner)

7100 Commercial Ave., Ste. 4, Billings, MT 59101

(Address)

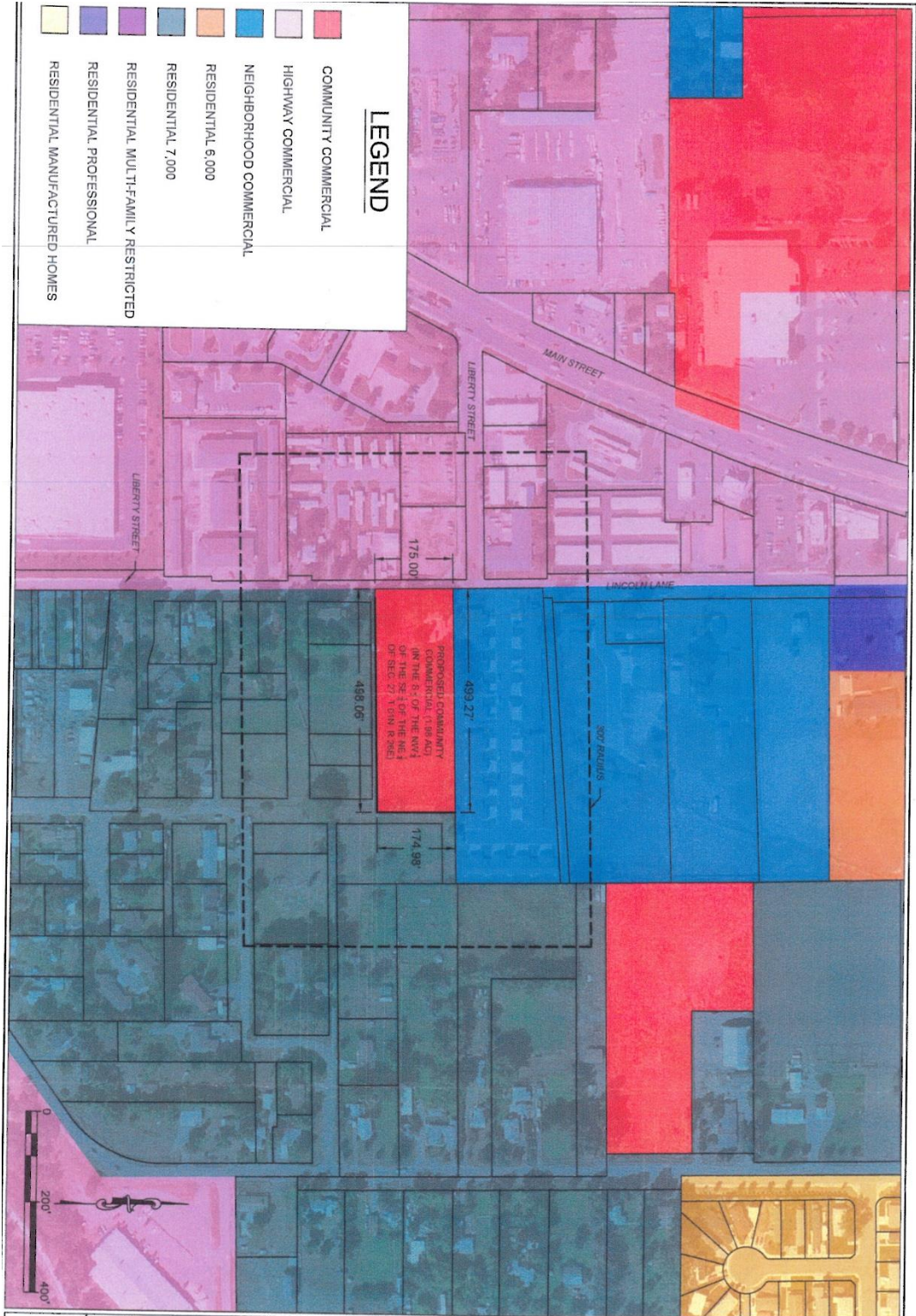
(406) 384-0080 scott@performance-ec.com

(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: [Signature] Date: 4/3/17

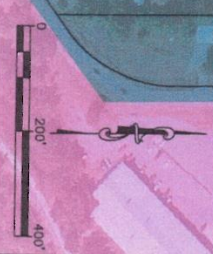
(Recorded Owner)



**LEGEND**

- COMMUNITY COMMERCIAL
- HIGHWAY COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- RESIDENTIAL 6,000
- RESIDENTIAL 7,000
- RESIDENTIAL MULTI-FAMILY RESTRICTED
- RESIDENTIAL PROFESSIONAL
- RESIDENTIAL MANUFACTURED HOMES

PROPOSED COMMUNITY COMMERCIAL 1.58 AC ON THE E. 1/2 OF THE NW 1/4 OF SEC. 27, T. 15N, R. 26E



SHEET <b>EX 1</b>	SHEET TITLE <b>AREA ZONING MAP</b>  <b>PLAN</b>		PROJECT TITLE <b>LINCOLN LANE DEVELOPMENT</b>	CLIENT <b>PROPIEDAD, LLC</b>  P.O. BOX 20853 BILLINGS MT, 59104 406-259-7020
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**1. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?**

The tract of interest is currently zoned Residential Multi-Family Restricted. The land surrounding the property is Highway Commercial to the west, Neighborhood Commercial to the north, and Residential 7,000 to the east and south. The Growth Policy has several goals that would be met by changing the zoning of the property from Residential Multi-Family Restricted to Community Commercial. The issues that will be addressed are described below.

The first issue addressed is neighborhoods experiencing pressures from new development and land use changes. The surrounding land is zoned Highway Commercial, Neighborhood Commercial, and Residential 7,000. The goal is to have predictable land use decisions that are consistent with neighborhood character and preferred land use patterns. Having the land zoned Community Commercial will accomplish these goals and provide continuity and consistency.

Another issue is that the current zoning ordinances and subdivision regulations do not always prevent incompatible uses to existing City neighborhoods. This issue is resolved by having a similar zone as the surrounding areas. The proposed zoning will match the Community Commercial directly to the west and marry up with the Neighborhood Commercial to the north.

Weeds detract from the beauty of an area, pose a fire danger, and reduce the productivity of open land. By landscaping and maintaining the development, the weeds in the area will be minimized. This will reduce the spread of weeds throughout the community and to adjacent lands. Fewer weeds will reduce the fire danger.

One of the other major factors when considering development within the City is the strain on transportation services. The proposed project would entail constructing dry storage. This type of development is not a high traffic generating facility and would reduce the amount of strain on the adjacent transportation network.

**2. Explain your need for the intended zone change and why the property cannot be used under the existing zoning. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.**

The proposed development plan is to construct storage on the lot. Residential Multi-Family Restricted zoning will not allow this type of development. The Community Commercial zone will allow the development of storage units that fit within the local community. The land surrounding the property is Highway Commercial to the west, Neighborhood Commercial to the north, and Residential 7,000 to the east and south. Many of the surrounding developments align with the same development feel of the proposed storage site.



7100 Commercial Ave., Ste. 4 • Billings, MT 59101 • 406-384-0080

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March 30, 2017

The meeting began at 5:30 pm on March 27, 2017 at 517 Lincoln Lane, Billings, MT 59105. Those in attendance were Scott Aspenlieder (Performance Engineering) and Rob Morehead (owner).

Nobody attended the meeting. The two individuals listed above waited until 6:00 in case someone showed up late. The meeting ended at 6:00 pm.

**ORDINANCE NO. 17-\_\_\_\_\_**

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR a fraction of 175 feet X 490 feet in the S1/2NWSENE1/4 of Section 27, Township 1 North, Range 26 East, a 1.98 acre parcel of land, generally located at 517 Lincoln Lane.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION That a fraction of 175 feet X 490 feet in the S1/2NWSENE1/4 of Section 27, Township 1 North, Range 26 East, a 1.98 acre parcel of land, generally located at 517 Lincoln Lane is presently zoned **Residential Multi-family-Restricted (RMF-R)** and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential Multi-family-Restricted (RMF-R) to Community Commercial (CC)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Community Commercial (CC)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading May 22, 2017

PASSED, ADOPTED AND APPROVED on second reading June 12, 2017.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

BY: Denise Bohlman, City Clerk  
Zone Change 956 – 517 Lincoln Lane

**Regular City Council Meeting**

**Meeting Date:** 05/22/2017

**TITLE:** Zone Change 955 - 301-317 Covert Lane and 1739 - 1747 Cody Drive

**PRESENTED BY:** Wyeth Friday

**Department:** Planning & Community Services

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**PROBLEM/ISSUE STATEMENT**

This is a zone change request from Residential 7,000 (R-70) to Residential 6,000 (R-60) on Lots 5, 6, 7 & 8, Block 7, Happy Hollow Subdivision, a 1.36 acre parcel of land. A pre-application neighborhood meeting was held on February 23, 2017 at Oasis Water Park. The Zoning Commission conducted a public hearing on April 4, 2017, and is forwarding a recommendation of approval and adoption of the findings of the 10 criteria. The City Council conducted its public hearing on April 24, 2017. The City Council closed the public hearing but chose to delay action on this item until the May 22, 2017, Council meeting.

Zone Change applications are reviewed using statutory criteria referenced in the Alternatives Analyzed section of this memo. Zone Changes require approval through an ordinance. Zone Changes allow the change from one type of zoning district to another types of zoning – e.g. residential single family to residential multi-family or residential to commercial. A Zone Change cannot have conditions of approval and if approved, permits the owner to use the land for any purpose allowed within the zoning district.

**ALTERNATIVES ANALYZED**

City Council may:

- Approve the zone change and adopt the findings of the 10 criteria as recommended by the Zoning Commission;
- Deny the zone change and adopt different findings of the 10 criteria;
- Allow the applicant to withdraw the zone change; or
- Delay action on the zone change request for up to 30 days.

The Planning staff reviewed the request and recommended approval based on the proposed findings of the 10 criteria for zone changes. The Zoning Commission concurred. There is R-60 zoning in close proximity to the subject property and the existing multi-family apartments have been a part of the neighborhood fabric for 60 years. The proposed zoning will allow the property owner to re-build the existing 4-plex dwellings using traditional financing and this will tend to stabilize and improve neighboring property and market values. A valid protest petition has been filed against the zone change. In order to approve the requested zoning, a 2/3 majority vote of the present and voting members of Council is required.

Prior to making a decision on the requested zone change, the City Council shall consider the findings of the Zoning Commission:

1. *Is the new zoning designed in accordance with the Growth Policy?*

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- **Home Base:** A mix of housing types that meet the needs of a diverse population is important; Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.

The proposed zoning would allow the applicant to re-build three 4-plex dwellings that will conform to zoning. The existing structures were constructed in the mid 1960's prior to the current zoning code and are at the end of their building life cycles. The current zoning discourages investment in the property for regular maintenance or improvements since the structures could not be re-built. Financing improvements or sale of the property is unnecessarily complicated by the current zoning. The property provides a desirable and needed housing choice in the area dominated by single family and two-family dwellings.

- **Strong Neighborhoods:** Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels; Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction; Neighborhoods that are safe and attractive and provide essential services are much desired.

The proposed zoning will allow the reconstruction of the existing three 4-plexes. The zone change does not allow the owner to add additional multi-family dwellings on the property without special review approval. The applicant has submitted a concurrent special review application to expand the multi-family units. The owner could add single family or 2-family dwellings on the property with or without a zone change approval.

2. *Is the new zoning designed to secure from fire and other dangers?*

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. *Whether the new zoning will promote public health, public safety and general welfare?*

Public health and public safety will be promoted by the proposed zoning. The current zoning of the parcel does not provide certainty for future re-construction of the three 4-plexes and encourages the property owner to not invest in regular maintenance or upgrades of the property. This tends to have a negative effect on the surrounding properties and neighborhood. Ensuring the zoning is conforming to the development will promote the public health, safety and general welfare of the area.

4. *Will the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?*

**Transportation:** The proposed zoning will not have any effect on the existing transportation system as there are already three 4-plexes existing on this property.

**Water and Sewer:** The City provides water and sewer to the property. There will be no additional impacts to the system from the proposed zoning.

**Schools and Parks:** Schools and parks should not be affected by the proposed zoning.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. *Will the new zoning provide adequate light and air?*

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. *Will the new zoning effect motorized and non-motorized transportation?*

The new zoning will have no effect on transportation systems.

*7. Will the new zoning will promote compatible urban growth?*

The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to continue at this location and the use is compatible with the existing neighborhood.

*8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area is a mix of single-family, duplex and multi-family dwellings. The proposed zoning is identical to the zoning southwest of the subject property and is an appropriate zone with the adjacent zoning of single and duplex residential neighborhoods to the north, east and south.

*9. Will the new zoning conserve the value of buildings?*

The property is currently developed with three 4-plex dwellings, a nonconforming use in the existing R-70 zone. Approval of the zone change will make the current development conforming to zoning and will allow for reconstruction of multi-family dwellings. The value of existing buildings and the parcel will be improved and conserved by the proposed zoning.

*10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*

The proposed zoning will allow the existing development to continue and to be re-constructed if necessary in the future. This is the most appropriate use of the land at this location.

## **FINANCIAL IMPACT**

If the zone change is approved city fees for arterial construction and storm water will be adjusted to the new zoning designation of R-60. The property value of the buildings will be stabilized and may increase over time when improvements are completed on the property. Denial of the zone change could de-stabilize the property value and lead to future dis-investment in building maintenance.

## **BACKGROUND**

This is a zone change application for existing developed lots at the intersection of Cody Drive and Covert Lane. The existing three, 4-plex apartment buildings were constructed in the mid 1960s prior to the current zoning of R-70. The R-70 zone does not allow more than 2 attached dwelling units. The proposed zoning of R-60 would allow the existing buildings to be conforming to the zoning. The owner could re-build the 4-plex apartment buildings on the property if the zone change is approved. The zone change would not allow the owner to add additional multi-family dwellings on the property without a special review approval. The owner could add single family or 2-family dwellings on the property with or without a zone change approval.

The site is 1.36 acres in total lot area and is adjacent to R-70 zoning to the north, east and south. To the southwest, there are several lots zoned R-60, but these are now owned by the City Parks Department. There are 3 additional lots on the west side of the large park that are zoned R-60 and these are developed with single family homes. The 15-acre park directly west of the subject property is zoned Public and managed as a natural park.

There have been few zone changes proposed within this area of Billings since zoning was adopted by the County in 1973. One zone change was approved for property at 209 - 221 Wicks Lane to RMF-R. This 1.12 acre property is developed with two 6-plex apartments and 1 duplex (14 units). Another nearby zone change was approved for property at 332-338 Sharron Lane. This 15,516 square foot parcel of land is developed with 2 duplexes (4 units). There are several corner properties within the area that have developed with multi-family dwellings or with multiple single and 2-family dwellings. In the immediate neighborhood, there are no apartment-style dwellings with more than 6 units in a building. Outside of the immediate neighborhood, there are a few multi-family apartments including the new apartments west of All American Pharmaceutical on Pemberton Lane, the Volunteers of America elderly housing apartment on Wicks Lane, and some apartments on Almadin Lane in Lake Hills Subdivision.

The subject property is within an established neighborhood and the existing 4-plexes were constructed prior to zoning in this area of Billings Heights. While the apartments have served as a good housing choice in this stable neighborhood, their useful life span is nearing its end. The site was developed without any significant off-street parking, landscaping or amenities for the residents. All types of housing and development now require a minimum number of off-street parking spaces, appropriate landscaping, enclosures for solid waste collection, complete sidewalks, outdoor amenities for residents such as outdoor patios, play areas and areas where informal social activities can take place. All of these customary amenities are lacking on the site.

Both streets, Covert Lane and Cody Drive, are built to current City street width standards - 34 feet from curb to curb - and there is adequate width to accommodate on-street parking and local traffic through the area. Both streets are considered local streets so traffic counts are not taken on a regular basis. Only 1 traffic count was taken on Covert Lane in 1996. The count was done west of Lake Elmo Road and resulted in a traffic count of 675 vehicle trips per day. On average, apartments generate 6 to 8 vehicle trips per day per dwelling unit. This number includes trips by residents as well as visitors and service providers such as mail delivery and trash services. The existing 12 dwelling units generate between 72 and 96 vehicle trips per day total.

Twenty five interested persons attended the pre-application meeting with the owner and the consultant team for the applicant. The sign sheet and the meeting minutes are attached to this staff report. Many concerns were voiced by the surrounding property owners and residents on topics ranging from street capacity, the proposed increase in development density, concern with the lack of property maintenance, incomplete sidewalks, and on-street parking.

The Billings Heights Neighborhood Plan (2006), the Infill Policy (2011) and the City of Billings Growth Policy (2016) have goals and guidelines that generally support the proposed zone change for this property. Under the current zoning, the existing 4-plexes could not be re-constructed or have major repairs due to their legal non-conforming status.

The R-70 zone does not allow more than 2 attached dwelling units for each 9,600 square feet of lot area. The existing zoning would allow the 4-plexes to be demolished but re-development could only consist of single family or 2-family dwellings. The property could accommodate up to 12 dwelling units in this configuration without a zone change. The newest residential construction in the neighborhood is over 10 years old, but assessed values for dwellings average between \$150,000 to just over \$200,000. The proposed zone change would allow the owner to demolish and re-construct 3 new 4-plex dwellings on the property without additional zoning approval from the City Council. It is a benefit to the area to align the existing development with the zoning regulations so investment in new construction can be accommodated. When properties fall into a legal non-conforming status, maintenance tends to

be neglected because the investment is at risk and improvements generally never occur. In addition, purchasers and sellers of legal non-conforming properties do not have access to standard forms of financing or insurance.

The Heights Neighborhood Plan emphasized the need to ensure new housing in existing areas fit in with fabric of the area and mapped this area as a neighborhood to accommodate a medium density residential development. Medium density, as defined by that plan, was between 4,000 to 7,000 square feet per dwelling unit. This medium density designation was not meant to be applied on a lot-by-lot development but an overall density in a neighborhood. The average density of this neighborhood from Meadowlark Lane to Wicks Lane and west to the BBWA (and excluding the park land) is about 3.5 dwellings per acre or 1 dwelling for each 13,000 square feet of land area. There is a good mixture of housing choices in the neighborhood ranging from single family homes on large lots, to apartments, to townhomes and condominium units. The 2011 Infill Policy and the 2016 Growth Policy support maintenance of existing housing choice in neighborhoods by ensuring the zoning is compatible and property investments are encouraged.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on April 4, 2017, and received the staff recommendation and testimony from the applicant's agent, Bryan Alexander from Sanderson Stewart. Mr. Alexander spoke about the poor condition of the site with flooding and explained the back part of the lot was originally the septic system when the property was in the County.

Mr. John Jones, representing the applicants, stood to speak in favor of the zone change, stating that his client would like to be able to remove the existing buildings and replace them with new apartments and be in compliance with zoning. With the buildings currently non-conforming to zoning it makes obtaining insurance difficult and refinancing is also a difficult task. Rezoning would make the property as it is more easily repaired and insured.

The public hearing was then opened for those wishing to speak in favor of the zone change. One person from the neighborhood stood to speak in favor of the zone change, stating the existing buildings are a blight on the neighborhood and should be replaced with the same number of units. No one else spoke in favor of the zone change.

The meeting was then turned to those wishing to speak in opposition of the zone change. Fifteen people from the surrounding neighborhood stood to speak in opposition of the zone change. Their main concerns and opposition to the zone change were as follows:

- Density would be too much for the corner lot and way out of character with the neighborhood.
- Traffic in the area is already heavy from new construction to the north and higher density would increase the traffic problem.
- The proposed site plan shows no green space for outdoor activities and there is no developed park in the area, and children would be playing in the street.
- There isn't enough off street parking for all the proposed units. Although they are only required to have 42 spaces for the proposed density, there would more likely be 90 cars minimum with this proposal.
- The property has been poorly managed now. How will that change with the same management company?
- The zone change will devalue the surrounding properties and the proposed housing density will make the devaluation worse.

- The natural park land in the neighborhood has deer, antelope, wild turkeys, squirrels, geese and ducks. With the new development, this will change the habitat area and these animals will go away.
- Current roads are in poor condition, the increased traffic will only make it worse.
- There are no sidewalks in the neighborhood and with the zone change and proposed density there will be even more pedestrians in the streets.
- There is no bus stop in the neighborhood and now students all have to go to Lake Elmo to be picked up. This will increase the pedestrian/traffic conflicts that already exist.
- There is a high water table in the area and it will be very difficult for new development to be able to retain water on site as they are required. The land that the apartments are on currently floods whenever there is a heavy rainstorm.

Mr. Alexander was asked to respond to the concerns of the neighbors. He stated that he would respond to the questions that directly relate to the zone change, as some of the comments were directed at the special review application and the proposed units included in that proposal. He stated that the zone change does allow more density but without a special review the added density would not be allowed. Also there are water problems on the site and there will have to be solutions designed to handle the high water table. The buildings on the site now get flooded each time there is a heavy rain storm. Mr. Alexander also stated the site does need to be improved and a zone change would open the door to being able to remove the existing buildings and construct new buildings that would be an improvement to the area.

The public hearing was closed. The surrounding neighbors collected and submitted a protest petition against the proposed zone change. Lot owners within 150 feet of a proposed zone change may protest the zone change. If 25 percent or more of the lots within 150 feet protest the zone change, it is considered a valid protest. A valid protest of a zone change would require a 2/3 majority vote of the City Council to approve the protested zone change. There are 21 lots within the 150-foot protest area. The Planning Division checked the submitted petition against the ownership records for the protest area. A valid protest requires at least 6 of the lots within 150 feet to protest the zone change. Six lots within 150 feet of the zone change have protested the request. This is a valid protest as indicated to the City Council at its meeting on April 24. The submitted petitions are attached to this report.

Commissioner Boyett made a motion to recommend approval and adoption of the findings of the 10 criteria. The motion was seconded by Commissioner Larson. Discussion about the proposed zone change by the Commission included the understanding that the current buildings do not meet current zoning and that makes them difficult to insure and to get financing to repair. The Commission also discussed that in order for the applicant to construct any more than the 12 units on the site they will be required to come to the City with a special review which would give the neighborhood the chance to be involved with what is being proposed.

The motion was called and was approved on a 3-2 vote.

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

The Consistency with Adopted Plans and Policies is discussed in the Alternatives Analyzed section above.

## **RECOMMENDATION**

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 955 on a 3-2 vote.

# APPROVED BY CITY ADMINISTRATOR

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## Attachments

Ordinance  
Zoning Map and Site Photos  
Applicant Letter and Pre-Application Meeting Information  
Letter from Heights Neighborhood  
Letter of opposition from neighbor  
Petition against City zone change  
Valid Protest Property List

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**ORDINANCE NO. 17-\_\_\_\_\_**

AN ORDINANCE AMENDING THE ZONE CLASSIFICATION FOR Lots 5, 6, 7 & 8, Block 7, Happy Hollow Subdivision a 1.36 acre parcel of land, generally located at 301-317 Covert Lane & 1739-1747 Cody Drive

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

2. DESCRIPTION. That Lots 5, 6, 7 & 8, Block 7, Happy Hollow Subdivision a 1.36 acre parcel of land, generally located at 301-317 Covert Lane & 1739-1747 Cody Drive is presently zoned **Residential 7,000 (R-70)** and is shown on the official zoning maps within these zones.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcel** is hereby changed from **Residential 7,000 (R-70) to Residential 6,000 (R-60)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Residential 6,000 (R-60)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading May 22, 2017

PASSED, ADOPTED AND APPROVED on second reading June 12, 2017.

CITY OF BILLINGS:

BY: \_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

\_\_\_\_\_  
BY: Denise R. Bohlman, City Clerk



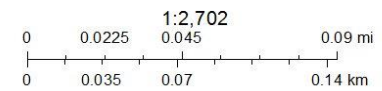
# Surrounding Zoning

## Zone Change #955 – 301-317 Covert Lane

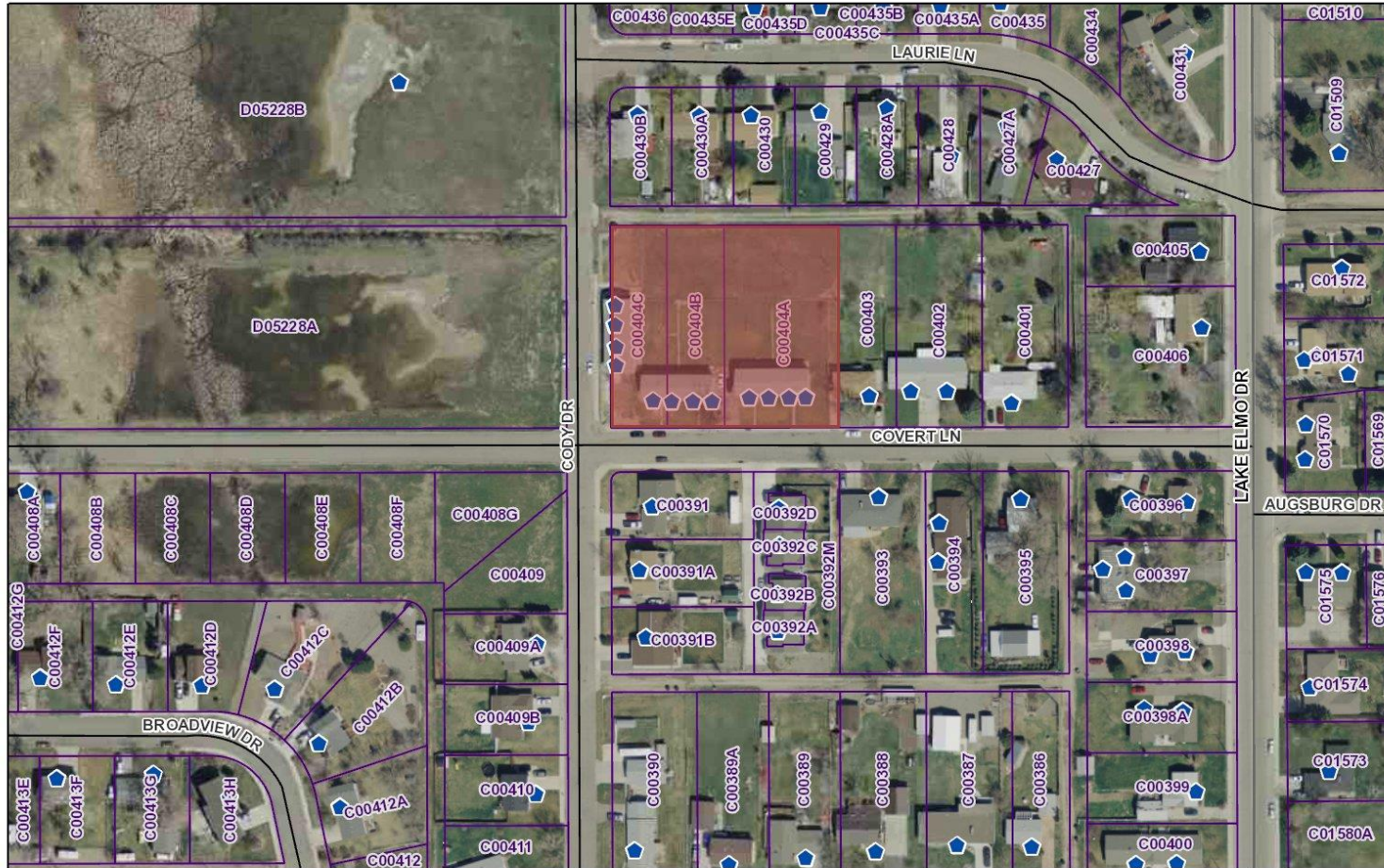
### ZC 955 SR 955



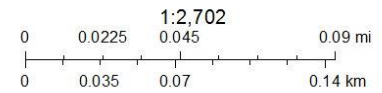
March 7, 2017



# ZC 955 SR 955



March 7, 2017





Subject Property – view from Covert Lane



View east along Covert Lane



View west along Covert Lane



View across Covert Lane looking southeast



View from the corner of Cody Drive and Covert Lane looking north



View west from Cody Drive and Covert Lane

February 15, 2017

Reference: Proposed Zoning Change and Special Review  
Happy Hollow Subdivision, Lots 5-8, Block 7

Dear Sir or Madam:

You are invited to a neighborhood informational meeting and discussion regarding a proposed zone change and special review for property located at the intersection of Cody Drive and Covert Lane. A copy of a map showing the property location and proposed zoning is included with this letter for reference. The property is legally described as: Happy Hollow Subdivision, Lots 5-8, Block 7, Billings, Montana.

The property is owned by:

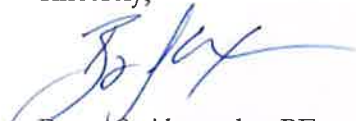
McDonald Land Holdings, LLC.  
1349 Galleria Drive, Suite 200  
Henderson, Nevada 89014-8624

The developer/owner under contract is proposing a zone change for the approximate 59,300 square-foot property from Residential 7,000 to Residential 6,000 zoning, as shown on the attached zoning exhibit. The owner wishes to re-develop the property with three 10-plex apartment buildings. A conceptual exhibit is attached for your information.

The developer of the property, along with representatives of Sanderson Stewart and AT Architecture, will be presenting the proposed zone change and special review and will be available for any questions during the meeting. The meeting will be **Thursday, February 23, 2016 at 6:00 PM at the Oasis Water Park, 543 Aronson Avenue, Billings, MT 59105.**

Your presence is requested and we look forward to meeting with you. If you have any questions, please contact me at 406/869-3343.

Sincerely,



Bryan S. Alexander, PE  
Senior Engineer

BSA/bc

Enc.

P:15052.02\_Happy\_Hollow\_Neighborhood\_Ltr\_Correspondence\_021617



To Plan and Design  
Enduring Communities...

Cody/Covert Neighborhood Meeting  
February 23, 2017

Name	Address	Telephone Number
John Wells	303 Meadowlark	252-3829
JERRY EVANS	322 COVERT LANE	698-2908
RICK CORTER	324 LAURIE LN	694-4910
Zach Phelps	320 Covert Ln	690-6393
Roy Neese	323 Constellation	259 0170
Virgil Middendorf	1642 Natalie St.	850-2958
Mike & Deb Tonkovich	1819 Cody Dr. Billings, MT	256-5588
CRAIG FAVERO	309 STILLWATER LANE	861-2993
BRUCE BUSS	1738 BROADVIEW DR.	252-6851
STEPHON MENTZER	330 LAURIE LN	256-9962
Panda (Bier) - Mentzer	330 Laurie Ln.	256-9962
AMBER FIELD	325 LAURIE LN	855-2888
Matt Kiri	336 Laurie Ln.	907-301-8053
Mike Matern	119 COVERT LN	406-876-1383
MARY T. MATERN	119 COVERT Lane	406 876-4885

Cody/Covert Neighborhood Meeting  
 February 23, 2017

Name	Address	Telephone Number
Jeremy Mabeorn	119 covert lane	435 8749371
Jason Gilli	234 sharon lane	406-670-7314
Julie Hostetler & Indi Waller	119 Stillwater Ln.	406-861-7382
The Warnes	334 Stillwater LN.	406-696-8254
Gross	1735 Cody	200-7244
Caryl D. Martzolf	326 Laurie Ln.	(406) 671-5591
Eugene E. Baker	312 Laurie Ln	406 245-6809
Clara Baker	" "	406 245-6809

## MEETING MINUTES

<b>PROJECT: Proposed Zone Change and Special Review – Happy Hollow Subdivision Lots 5-8, Block 7</b>			
Project No: 15052.02			
Meeting Location: 543 Aronson Ave.		Meeting Date: 2/23/17 6:00 P.M.	
Meeting Subject: Neighborhood Meeting		Prepared by: Bryan Alexander	
Attending:	(see attached sign-in sheet)		
Bryan Alexander	Sanderson Stewart		
John Atkinson	AT Architecture		
John Jones	Moulton Bellingham		
Tom Mutchler	Rainbow Property Management		
Jane Penny-Kukes	McDonald Land Holdings, LLC.		
Date of Issue: 3/6/17			

Minutes:

- Meeting facilitated by Bryan Alexander with Sanderson Stewart and John Atkinson with AT Architecture.
- Bryan explained the existing site conditions and proposed site development to include three 10-plexes (30 units).
- Explained current and adjacent zoning districts and described what these zones mean along with the differences between the existing R-7000 and the proposed R-6000.
  - What are the maximum number of units allowed under current zone?
    - Up to 12 based on area, all duplexes (9600 sf/duplex)

- Existing site has three 4-plexes and is “legally non-conforming” and does not meet the current zoning requirements.
- Explained how anything greater than a duplex in R-6000 zone requires a special review. Explained that a special review can have conditions of approval, where a zone change cannot. Provided zoning commission date, time, and location and encouraged everyone to attend so their voices are heard.
- John suggested viewing the Trailhead Townhomes, a project on Avenue E between 16<sup>th</sup> Street and 17<sup>th</sup> Street that was recently re-developed by the same owner.
- Questions were asked about parking; 45 parking spaces are shown on the presented concept exhibit (1.5 spaces per unit). The parking count included garages.
  - People generally felt that this was too few parking spaces, though it would meet code requirements.
  - Neighbors expressed concerns that the existing streets are not wide enough for parking on both sides and 2-way traffic.
- Tom with Rainbow Properties Management addressed the following questions:
  - What happens to existing tenants? They can get them new places to live.
  - Will this be Section 8? No, rent prices likely to be too high for that.
- Concern about added traffic. Bryan stated that traffic is generally estimated that a single-family dwelling will contribute 10 trips per day, a little less for apartments.
- Concern was expressed about the project density. Feel it changes the character of the neighborhood.
- Jason Lillie from Task Force asked how this will benefit the neighborhood. Provided Facebook feedback (attached) that they posted information on page, which he stated was mostly negative. Was concerned that project will not be maintained and fall into disrepair like existing site.
  - John and Bryan stated the largest benefit is to remove existing dilapidated buildings and re-develop with much nicer facilities. The existing buildings, especially near the intersection, are often flooded and re-development can help reduce the flooding risk.
- Concern expressed about crime, drug dealers, etc.

- Tom with Rainbow emphasized that this is not low-income housing and higher-rent properties do not typically have those issues based on his experience of other properties in town.
- Bryan explained the zone change and special review process and timeline of process and meeting locations. Meeting schedule and location list from zone change application packet provided at sign-in table for everyone to view.
- Concern was also raised that many people did not receive notice. Bryan explained the 300-foot notice requirement and that the same radius would receive the public notice.
- What is the tax ramifications or costs the neighbors will incur?
  - The neighbors will not pay anything construction-related to the site development.
  - Taxes would not be expected to change much if any for adjacent owners.
- Concern was again expressed about density, resultant parking, and children having a place to play.
  - Tom with Rainbow stated that a majority of the units are 2-bedroom units. Based on their data 35-40% of 2-bedroom rentals in their Billings properties are occupied by 1 person and the second room is used as an office. There tend to be very few children in 1 and 2-bedroom apartments.
- A resident asked why they do not keep the existing zoning and build new units.
  - It was explained that redeveloping the site is a large financial investment and that the density helps with a quicker return on investment.
- A resident asked if the alley would be paved.
  - John (AT) mentioned that the City may require it as part of the site development.
- Residents mentioned the existing dumpster currently placed near the alley and Cody Drive and that it is ugly and often loaded with trash by others driving by.
  - John (AT) stated that the dumpster would be moved further inside the site and would include an enclosure, likely a block enclosure to screen the dumpster visually.
- A resident asked if there was a Nevada investor as the address for McDonald Land in the letter was addressed from Nevada.
  - John Jones (owner's attorney) stated that the owner is the McDonald family and that the family are longtime Billings

residents. He further explained that Sam & Judy McDonald originally developed the property and Sam has since passed away. Sam's focus was on the Wendy's franchise and as a result, many of Sam's properties like this one fell into disrepair. Since Sam's passing, the family has been trying to cleanup/re-develop the properties; Trailhead Townhomes was the first of these. The density proposed is a business decision based on return on reinvestment in the property.

- John Jones encouraged people to be involved in the public process.
- Concern was raised about existing traffic and people speeding.
- A resident was critical of Rainbow Properties and the level of maintenance of some of the properties they manage.
  - Tom with Rainbow stated that the facility maintenance is up to the individual owners. Tom also stated that McDonald Land was one of the best at maintenance.
  - The residents question Tom's response related to the owner's maintenance program as the existing buildings are in rough shape.
  - John Jones stated that it was a long time ago when the site fell into disrepair and continuing to pour money into the existing buildings is not a good financial decision. Especially given the flooding that has occurred.
  - A resident asked why they should believe that the new facilities would be maintained any better and not run into the ground like the current site.
  - Jane Kukes-Penny (owner's representative) reiterated John Jones' comment about Sam's focus being on Wendy's and the properties being neglected through that period. Since then they have done a lot of maintenance including changing carpets, cabinets, doors, and roofing. There were also necessary repairs and mold cleanup after the flooding that has occurred from street drainage.
  - John Jones stated that the owner is responsible for maintaining the property, but the buildings are at a point where the owners do not want to put non-essential money into them. John added that the zoning commission will listen to the concerns and can impose conditions to an approval such as lighting, landscaping, berming, traffic, etc.

- A resident asked what the maximum density within the existing zoning that would be allowed.
  - Bryan stated that theoretically, given the site size of 60,000 square feet that 6 duplexes could be accommodated by zoning; however, whether that works with the existing street frontage and lot dimensions is another constraint.
- John Jones gave example of the Trailhead Townhomes and that they went through a Special Review and the neighbors of that project had similar concerns. Now that it is constructed, everyone is happy with it.
- Is there any consideration for fencing? Would there be lighting? Concept shows 1 dumpster, feel that more (maybe 2-3 would be needed). There is limited area for children to play on the site; children tend to play in the street if nowhere on site.
  - John (AT) stated that dumpsters can be added; Tom with Rainbow added that additional trash collection times/week could be added as well.
  - Dumpster(s) to be enclosed, likely with a block wall.
  - Lighting would be down-lighting and have cut-offs to not shine lot off the property.
- Space behind garages should be reduced so junk is not stored in this space.
- Any ideas for stormwater.
  - Bryan stated that in-concept stormwater storage would be handled under the parking lot. A geotech report is being prepared, but we have not yet received it and evaluated the stormwater design.
  - Bryan explained City stormwater policy to store the 50-year, 24-hour storm prior to any discharge.
- Will geotech report be publically available?
  - John Jones stated that the report is being prepared for the building and stormwater designs. It is a confidential report and he doesn't mind sharing it. The City does receive the report and reviews it with respect to the stormwater design and building design.
- One neighbor concerned that the project was "too nice" for the neighborhood.
  - Did not note many nods in agreement.
  - One resident stated that she is not opposed to a nice development, though the density is her concern.
- What happens if zone change and special review doesn't happen?

- Then there has to be a different plan (John Jones). We will take what is discussed here to modify the plan to address concerns to the extent possible with the proposed project.
- Concern expressed about traffic, existing street width, and lack of sidewalks in the neighborhood.
  - John Jones stated that we can solve all the existing street/traffic problems, but we can address those associated with the site directly.
- A neighbor asked to consider a place for child to play such as park space or playground to keep them off the street.
- John (AT) stated that April 4<sup>th</sup> is the zoning commission meeting. He encouraged everyone to attend.

### **Synopsis of Meeting Results**

The meeting conducted on February 23, 2017 was generally that the neighborhood is onboard with re-developing the dilapidated site; however, there was much concern about the proposed density and its impacts associated with parking, traffic, and safety of children playing.

The neighbors and task force member(s) voiced concern that given the current site's condition that the same would occur down the road after re-development, so the benefit of an improved site would be short-lived. Concerns were also raised about the existing lack of sidewalks in the neighborhood, traffic, and street widths.

Post Details



Heights Task Force started this event

Requested zone change at Cody Dr. and Covert Lane. Public meeting is Feb 23 at the oasis at 6pm. This zone change would allow the developer to build 3 10-plex apartment units. Current zoning is R-7000 and they are requesting a change to R-6000. I am all for development but the people in this neighborhood purchased homes based off the expectation that there would not be a 30 unit apartment down the street. These types of zone changes only benefit the developer and have a negative impact on residential neighborhoods in most cases. We ask, if you can, to come and support home owners and keep these neighborhoods residential in nature. If you can't make it please leave a comment here that I can take to the public meeting.



Zone Change Public Meeting

23

Today 6 PM - The Oasis - Billings

Going



Get More Likes, Comments and Shares

Boost this post for \$5 to reach up to 870 people.

Boost Event

2,006

54

5

4

1

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48

44

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240

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6

234

NEGATIVE FEEDBACK

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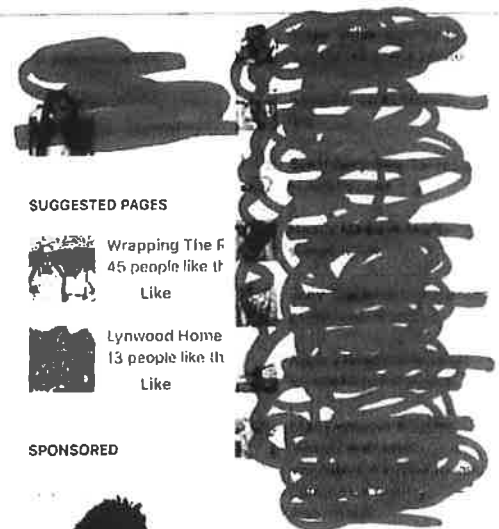
Heights Task Force shared their event.  
Written by Jason Lillie February 21 at 9:05am

Requested zone change at Cody Dr and Covert Lane Public meeting is Feb 23 at the oasis at 6pm This zone change would allow the developer to build 3 10-plex apartment units Current zoning is R-7000 and they are requesting a change to R-6000. I am all for development but the people in this neighborhood purchased homes based off the expectation that there would not be a 30 unit apartment down the street. These types of zone changes only benefit the developer and have a negative impact on residential neighborhoods in most cases We ask, if you can, to come and support home owners and keep these neighborhoods residential in nature If you can't make it please leave a comment here that I can take to the public meeting.



**Zone Change Public Meeting**  
Today 6 PM The Oasis Billings  
8 people interested 2 people going

Going



SUGGESTED PAGES

- Wrapping The F  
45 people like it  
Like
- Lynwood Home  
13 people like it  
Like

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Don Roberts, Christopher, Chae, Kevin and 2 others

Christopher

**Leslie Bennett Roche** That development would change the whole tone of the neighborhood - the increase in traffic alone is enough for me to say no!

Unlike Reply Message 5 February 21 at 9:45am

**Rachele Binkoski** Leave it as residential!

Unlike Reply Message 5 February 21 at 9:45am

**Dustin Halama** Hasn't a portion of that intersection been undeveloped for years? I'm sure the city could benefit from the extra tax income

Unlike Reply Message 1 February 21 at 10:14am

**Corrina Graham Martin** Are they kidding? That neighborhood is in no way set up to support 30 units worth of traffic and apartments! Plus the little units that are in that area already are not kept up to the standard of the rest of the neighborhood. While there is a need for affordable rental housing, in the middle of a developed subdivision is not a wise choice It also likely means it would not be affordable Why not build small stand alone homes there, two and three bedrooms, under \$160k. True starter homes

Unlike Reply Message 7 February 21 at 10:51am

**Leslie Bennett Roche** I questioned the infrastructure to accommodate the increased traffic, too...

Unlike Reply Message 2 February 21 at 11:22am

**Corrina Graham Martin** Are there even sidewalks along that area? I'm remembering no.


Unlike Reply Message 1 February 21 at 6:09pm


**Heights Task Force** Yes there is,





Like Reply Commented on by Jason Lillie February 21 at 6:44pm Edited


Write a reply

 Jenny Jasper The only person that would truly benefit is the builder. A development of that size is going to be 1) an eye sore, 2) will overwhelm the elementary school with new students, and 3) will add too much traffic to a residential street. I agree with previous comment - build true starter homes instead, keep with the residential neighborhood  
 Unlike Reply Message 2 February 21 at 11:21am

 Daren Amy Severson No this area is not able to accommodate this change and should remain residential  
 Unlike Reply Message 5 February 21 at 11:55am


 Carrie Sherburn Langendorff I own my home 2 houses down on covert- they need to tear those apartments down and build 3 nice starter homes! I say NO! NO! NO!!  
 Unlike Reply Message 4 February 21 at 3:02pm


 Kyle McGlone Keep it residential and maybe curb, gutter and pave all the surrounding streets first!  
 Unlike Reply Message 4 February 21 at 4:10pm


 Heights Task Force Here is a drive by today TL-Cody/Covert looking North, TR Cody looking North; BL Cody/Covert Looking North to Covert; BR Cody Looking West behind present apartments




Like Reply Commented on by Roy Neese February 21 at 6:39pm Edited


 Ryan Morton Matthew Art  
 Unlike Reply Message 1 February 21 at 8:31pm


 Matthew Kind I'll be there! I like my neighborhood the way it is!  
 Unlike Reply Message 1 February 21 at 8:33pm

 Matthew Kind Thanks Ryan Morton!  
 Unlike Reply Message 1 February 21 at 8:34pm


 Ryan Morton Always  
 Unlike Reply Message 1 February 21 at 8:34pm


 Jennifer Ann Smith Can someone explain to me where this is in the heights? I live in the heights and am not familiar with these street names  
 Unlike Reply Message 1 February 21 at 10:13pm


 Heights Task Force Off west of Lake Elmo Dr north of Wicks Ln  
 Like Reply Commented on by Virgin Middendorf Yesterday at 6:27am


 Deb Roberts Christensen Cody is across the street from St Bernards Church  
 Unlike Reply Message 2 Yesterday at 1:44pm

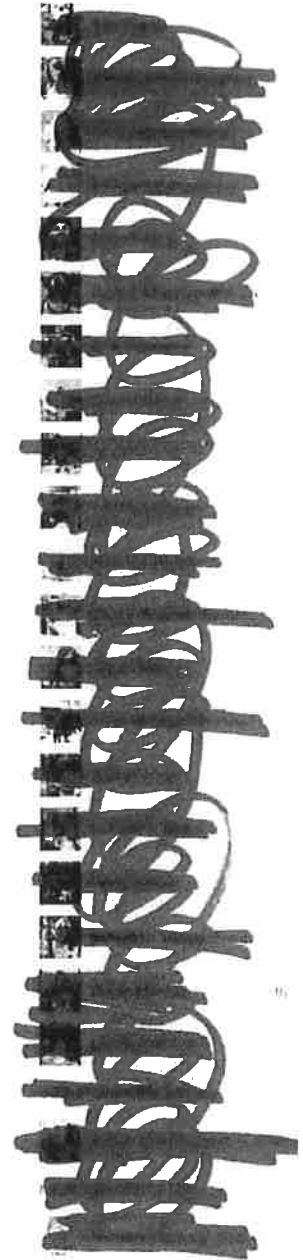
 Write a reply...

 Jeff Walters I'm curious if you have any data to support your claim that "these types of zone changes only benefit the developer and have a negative impact on residential neighborhoods", or is that just an opinion based on your position against this type of development? How does this fit into a larger community zoning plan? Or is there no plan?  
 Unlike Reply Message 2 Yesterday at 7:01am

 Heights Task Force The neighborhood is primarily residential, there are no multi-family with 30+ units in the neighborhood. 30 rentals will not benefit the neighborhood in any way, it will not increase property values. It will place more pressure on the current infrast. See More  
 Like Reply 2 Commented on by Jason Lillie Yesterday at 7:54am

 Jeff Walters At risk of appearing argumentative (which I'm not), this still doesn't address my questions. Clearly, you personally don't like this development plan. I'm just curious if this is your own position, or if it's truly representative of Heights residents. See More  
 Unlike Reply Message 1 Yesterday at 9:40am

 Leslie Bennett Roche I have no formal training with planning, nor have I been active in city matters until this year with Medicine Crow



opening, so this is purely my 2 cents - with other matters of housing/development and infrastructure that I've seen, the city doesn't seem to have a good handle on planning: Medicine Crow (as well as Beartooth) and traffic with MANY students on foot - NO sidewalks or street lights, Barrett Road being narrow 2-lane with a BBWA spike lining one side and agricultural land on property lines with fences extending fully to the road on the other. The Mary Street project should have happened 30 years ago before all the development was allowed there. The Bench connector has been a great addition to ease traffic off of Main. The Aronson project was on the books for 30 years before it was implemented. Allowing Starbucks to build, with a drive thru window, no less, on about the busiest intersection with major traffic congestion in the Heights. These are what I remember off the top of my head, and all have happened in the 13 years since we moved back to town.

Unlike Reply Message 1 Yesterday at 1:44pm



**Catrina Hoffer** Michele Kay Jacobson, William Alan Davis

Unlike Reply Message 1 Yesterday at 10:45am

[View 41 comments](#)

**Heights Task Force** Catrina Hoffer, good question. Please come to the meeting tonight to ask.

Like Reply Commented on by Roy Neese 2 hrs



**Alli Jones** I have to say no to the change. There have been no provisions made for parking. Increased traffic. Also, there is a big difference between living next to a house or apartments. Those people bought their houses and doing that to their home values would not be right.

Unlike Reply Message 1 Yesterday at 11:11am



**Alyssa Boyer** Leave it residential!

Unlike Reply Message 1 Yesterday at 11:47am



**John Hadd** I've noticed a lot of low income apartments and duplexes going up in the Heights area. How bout start building apartments over on the west end.

Unlike Reply Message 1 75 hrs

[View 3 more replies](#)



**Roy Neese** Alicia Helton you are correct, I did not address the "low-income", but only apartments. That said there is a difference between housing for low income people and property that is rented at a low amount because the owner does not take care of the property. I don't know if the apartments on site presently qualify for low income individuals or not. Also, unless I missed it, no where in the information we have says that this new project will be for "low-income", only that there will be 30 units. So whether this proposed project is for low income or not, I don't know. We can ask at the meeting, which I hope you will come to. There are some low income projects all over town. There are some housing project designed and build for individuals with low income that need good affordable housing in the Heights. The Heights Task force meet with the HUD representative yearly and review and support these projects for individuals that need low cost housing. More information on these types projects around the city can be found at:

<http://www.billingshousing.org/> <http://www.billingshousing.org/affordable-housing/> to sure there more info out there that is all I could find for now.

**Housing Sites - Housing Authority of Billings**



Unlike Reply Message Retired Photo 1 8 hrs



**Roy Neese** Many have commented to leave it residential. Apartments are residential. There are three 4 unit apartments on site now (12 units with all offsite parking build in the mid 60s - was the Heights city or county then?) I believe what should be voiced is that you would like it to be left as zoned R7000 and as close to single family housing as possible. The present zoning R7000 allows for duplexes. I'm not a planning expert but based on the size of the 3 lots (about 59,000 SF) the owner of the land may be able to put up 8 duplexes (16 living units) under current zoning, assuming all the other zoning requirements are met (parking, water retention fire access, etc.) There are several duplexes in the neighborhood and a fairly new one across the street. I don't like zoning changes either and think that if someone purchased into the neighborhood expecting a certain type of housing, your city and it's representatives should fight to help you keep your neighborhood the way you want it. Now if all the neighbors don't mind the change and want to speak up in favor they can. However if you don't show up to the meeting, please don't complain when this is approved by the city planning or city council. If you don't want this same thing to happen in your neighborhood, then I would suggest you support this neighborhood, COME TO THIS MEETING and show

the City Council members you want the zoning to remain the same (or changed if you do) The city is all too easy to approved zoning and variances if there is no opposition. I hope to see you all there.

Unlike Reply Message 2 22 hrs



Morgan Leeson Please tell them that mixing home owners with low income apartments/condos etc. lower property values=less tax revenue for city. Increase theft and vandalism. I don't live far from cherry Creek area and it impacts my neighborhood extensively.

Unlike Reply Message 3 22 hrs

Heights Task Force Please come to the meeting and bring a friend

Like Reply Commented on by Ray Reese 22 hrs



Susie Wollenburg I live in this neighborhood and have for 25 years. I do not want the extra traffic and the extra people cruising my neighborhood. I vote against this change and always will... Save our neighborhood please!

Unlike Reply Message 1 10 hrs



Jodi Hostetter Waller This is a terrible idea. This is a very quiet neighborhood and that park area supports many kinds of wildlife. Tear down those nasty apartments that are already there and build single family homes in its place. Also there is a lot of new development just a few blocks away, why not build there instead of in our well established neighborhood? We like it the way it is.

Unlike Reply Message 1 9 hrs



Virgil Middendorf This location is served by Bench Elementary. This service area need more single dwelling homes to balance the mobile home park(s)

Unlike Reply Message 7 hrs



Carrie Sherburn Langendorff I am unable to attend this meeting and I surely hope this comment will stand/talk in my place at the meeting tonight. I have owned my single family home - 2 duplexes away from those appartments for the last 8 years. I purchased my home because I valued the type of neighborhood. This neighborhood is not meant for such huge complexes! There is a HUGE difference between 12 apartments vs. 30 apartments. The traffic on the street is already scary with young children running around. I can only imagine the traffic that would start up down the alley alone - this would terrify me. (The alley runs on 2 sides of my property. I have 2 children under 5 (one having a disability) - this entire project sounds like a major company trying to put more \$money\$ in their pockets and not caring on what it would do to our neighborhood or the home values of us who currently own our homes here. There are absolutely NO other HUGE complexes like the ones they are wanting anywhere near this area (unless you cross Wicks lane) I absolutely say NO this zoning change! I would hope that our city council/zoning department would think about the welfare of the neighborhood over some BIG Corporate company trying to line their pockets with some more money

I suggest that they tear down their current appartments and either build 3 good (family) starter homes or rebuild new appartments the size the current zoning allows

Like Reply Message 54 mins

Write a reply



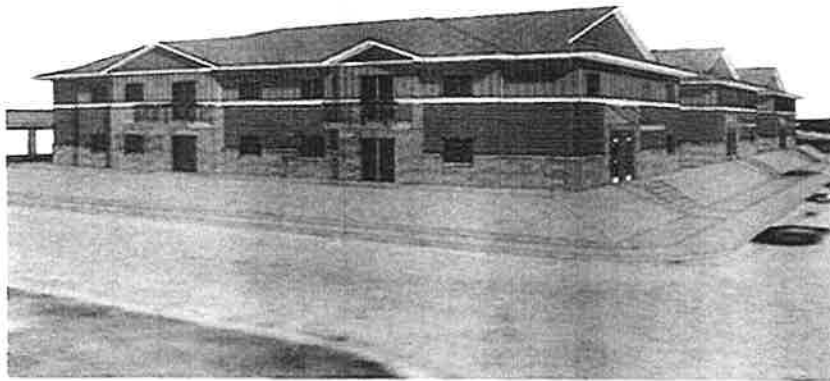
Write a comment...

Post Details



**Billings Heights Real Estate**

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1,791

43

8

1

1

1

4

14

14

230

51

NEGATIVE FEEDBACK

1

0

7

0

1

1

4

12

12

0

0

0

1

1

0

0

0

2

2

179

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You can view your results and add budget to get more likes, comments and shares.

1,791 people reached

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Jane Macomber, Susanne Holt and 11 others

Top Comments

12 shares



Loretta Deal

Thought that was wet lands & not ever to be developed! Not good

Unlike Reply Message 3



It appears This is across the street...at the existing apartments, I will give a full update after the neighborhood meeting

Like Reply



There is no parking and the traffic is bad enough as it is, This is a residential neighborhood with homes, not a bunch of apartments. I do not support the zoning change

Unlike Reply Message 4 Yesterday at 3:15pm



This is right next to my house. The rundown apartment buildings there now were built in 1969. The two on Cody flood every year. They are not only an eyesore all the summer months are crazy, loud people in and out of units all hours of the night in some of the units. I can't wait for them to be gone. This seems like a major upgrade to what I have experienced the the past 16 years.

Unlike Reply Message 2 Yesterday at 11:00am Edited



I live just down the street also and I am definitely against it. We have enough traffic in our neighborhood all hours of the night!

Unlike Reply Message 2 Yesterday at 3:12am



I live just down the street from this proposed development and I am definitely against it!!!!

Unlike Reply Message 4 Yesterday at 11:00am Edited



How bout some nice town houses we dont need the bs amd crime that tends to come with this type of development .

Unlike Reply Message 4 Yesterday at 8:06am Edited



There is land west of Castle Rock that might be more suitable.

Unlike Reply Message 2 Yesterday at 11:00am Edited



We live in the neighborhood & am against this. As several people have stated the traffic is heavy on Cody & the surrounding streets. I am against

Unlike Reply Message 1 Yesterday at 11:00am Edited



Set-up a phone bank to maximize participation! Get everyone's thoughts.

Unlike Reply Message 1 Yesterday at 3:15:30pm



And yet more traffic pouring onto Wicks and Lake Elmo.

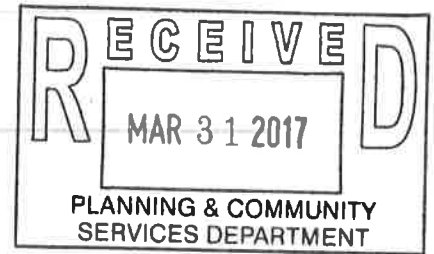
Unlike Reply Message 3 Yesterday at 11:00am Edited



Adea Goselin...yikes!!

Unlike Reply Message 2 Yesterday at 11:00am Edited

Write a comment...



March 31, 2017

To: Tina Volek, Billings City Administrator  
City Council Members Billings, MT  
Zoning commission

From: Jason Lillie

RE: Zone change and special review #955: 301-317 Covert lane

To all,

The community and neighborhood surrounding this proposed zone change and special review for a 30 unit apartment complex is opposed to this change. Please see the attached comments on the Heights Task Force page as well as neighborhood signatures opposing this. I will be submitting further comments and feedback as this process moves forward:

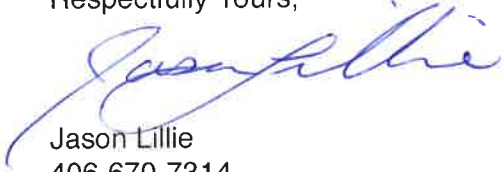
## Proposed zone change and special review: 301-317 Covert Lane

Meeting: April 4, 2017 4:30pm 2825 3rd ave. North

The first step of a zone change request from R-7000 to R-6000 for the property located at Cody and Covert was completed on 2-23-2017. There was a large community turn out and the general consensus was for denial of the zone change and special review allowing a 30 unit apartment complex in this mostly single family residential neighborhood. The main issues the community have are too much density in a 30 unit apartment complex and increased traffic. The developers stated they were open to community

feedback but are planning on proceeding with the zone change request.

Respectfully Yours,

A handwritten signature in blue ink, appearing to read "Jason Lillie". The signature is fluid and cursive, with a large initial "J" and "L".

Jason Lillie  
406-670-7314

# 301-317 covert neighborhood sigs

Table 1

Address:	Name:	Phone#	Email:	Were you informed of the Zone Change at 301-317 Covert Lane	Do you support this Zone change:	Date:	Signature:
308 Laurie	Jeanette Kowallis			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	3/25/17	Jeanette Kowallis
312 Laurie	<del>Ed Baker</del> Eugene & Claire T. Baker			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	3/25/17	Claire T. Baker Eugene E. Baker
316 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
324 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
326 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
330 Laurie	Stephon Panda + mentzer		670-3185 cell	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		+ S. Mentzer
336 Laurie	Matt Kind			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Matt Kind
344 Laurie	Not interested			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
337 Laurie	David Martz			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		+ David Martz
337 Laurie Ln	Jodi Martz		860-7105	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Jodi Martz
331 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
325 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
319 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
315 Laurie				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		



Address:	Name:	Phone#	Email:	Were you informed of the Zone Change at 301-317 Covert Lane	Do you support this Zone change:	Date:	Signature:
1819 coo 7	Debra Tonkovich			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	3/30/17	Debra Tonkovich
304 meadowlark				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
316 meadowlark				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
322 meadowlark	Mary Uecker			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	3/30/17	Mary Uecker
322 meadowlark	Jim Uecker			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	3/30/17	Jim Uecker
328 meadowlark	Levi (stop back saturday)			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
344 meadowlark	Lennie Harmon			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
352 meadowlark (come back saturday)	Raymond H Dietz			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Raymond H Dietz
352 meadowlark	Calvin Dietz			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Calvin M Dietz
337 meadowlark				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
321 meadowlark	Susan Larsen			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Susan Larsen
315 meadowlark				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
				Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		



Jodi Hostetler Waller and Carrie Sherburn Langendorff commented on a link you shared.



Heights Task Force shared their event

Written by Jason Lillie February 21

Requested zone change at Cody Dr and Covert Lane. Public meeting is Feb 23 at the oasis at 6pm. This zone change would allow the developer to build 3 10-plex apartment units. Current zoning is R-7000 and they are requesting a change to R-6000. I am all for development but the people in this neighborhood purchased homes based off the expectation that there would not be a 30 unit apartment down the street. These types of zone changes only benefit the developer and have a negative impact on residential neighborhoods in most cases. We ask, if you can, to come and support home owners and keep these neighborhoods residential in nature. If you can't make it please leave a comment here that I can take to the public meeting.



4

**Zone Change Commission Meeting**

Tue 4 PM Miller Building 1st Floor Conference  
8 people interested · 4 people going

Going

Sort by: Relevance



5

Chronological



Leslie Bennett Roche That development would change the whole tone of the neighborhood - the increase in traffic alone is enough for me to say no!  
Unlike Reply Message · 5 · February 21 at 9:45am




Rachele Binkoski Leave it as residential!  
Unlike Reply Message · 5 · February 21 at 9:45am




Dustin Halama Hasn't a portion of that intersection been undeveloped for years? I'm sure the city could benefit from the extra tax income.  
Unlike Reply Message · 1 · February 21 at 10:14am




Corrina Graham Martin Are they kidding? That neighborhood is in no way set up to support 30 units worth of traffic and apartments! Plus the little units that are in that area already are not kept up to the standard of the rest of the neighborhood. While there is a need for... See More  
Unlike Reply Message · 7 · February 21 at 10:51am


 **Leslie Bennett Roche** I questioned the infrastructure to accommodate the increased traffic, too...  
Unlike · Reply · Message · 2 · February 21 at 11:22am


 **Corrina Graham Martin** Are there even sidewalks along that area? I'm remembering no...  
Unlike · Reply · Message · 1 · February 21 at 6:09pm


 **Heights Task Force** Yes there is,  
  
Like · Reply · Commented on by Jason Lillie · February 21 at 6:44pm · Edited


 Write a reply

 **Jenny Jasper** The only person that would truly benefit is the builder. A development of that size is going to be 1) an eye sore, 2) will overwhelm the elementary school with new students, and 3) will add too much traffic to a residential street. I agree with previous comment - build true starter homes instead, keep with the residential neighborhood.  
Unlike · Reply · Message · 8 · February 21 at 11:21am

 **Daren Amy Severson** No this area is not able to accommodate this change and should remain residential.  
Unlike · Reply · Message · 5 · February 21 at 11:55am

 **Carrie Sherburn Langendorff** I own my home 2 houses down on covert-they need to tear those apartments down and build 3 nice starter homes! I say No! NO! NO!!!  
Unlike · Reply · Message · 4 · February 21 at 3:02pm


 **Kyle McGlone** Keep it residential and maybe curb, gutter and pave all the surrounding streets first!  
Unlike · Reply · Message · 5 · February 21 at 4:10pm


 **Heights Task Force** Here is a drive by today. TL-Cody/Covert looking North; TR Cody looking North; BL Cody/Covert Looking North to Covert; BR Cody Looking West behind present apartments.




Like · Reply · Commented on by Roy Neese · February 21 at 6:39pm  
Edited


 **Ryan Morton** Matthew Art  
Unlike · Reply · Message · 1 · February 21 at 8:31pm


 **Matthew Kind** I'll be there! I like my neighborhood the way it is!  
Unlike · Reply · Message · 0 · February 21 at 8:33pm


 **Matthew Kind** Thanks Ryan Morton!  
Unlike · Reply · Message · 1 · February 21 at 8:34pm


 **Ryan Morton** Always  
Unlike · Reply · Message · 1 · February 21 at 8:34pm


 **Jennifer Ann Smith** Can someone explain to me where this is in the heights? I live in the heights and am not familiar with these street names  
Unlike · Reply · Message · 1 · February 21 at 10:13pm


 **Heights Task Force** Off west of Lake Elmo Dr north of Wicks Ln.  
Like · Reply · Commented on by Virgil Middendorff · February 22 at 6:27am  
[View more replies](#)

 **Jeff Walters** I'm curious if you have any data to support your claim that "these types of zone changes only benefit the developer and have a negative impact on residential neighborhoods", or is that just an opinion based on your position against this type of development? How does this fit into a larger community zoning plan? Or is there no plan?  
Unlike · Reply · Message · 2 · February 22 at 7:01am

 Heights Task Force The neighborhood is primarily residential, there are no multi-family with 30 + units in the neighborhood. 30 rentals will not benefit the neighborhood in any way, it will not increase property vales. It will place more pressure on the current infrast... See More  
 Like · Reply · 3 Commented on by Jason Lillie · February 22 at 7:54am


 Jeff Walters At risk of appearing argumentative (which I'm not), this still doesn't address my questions. Clearly, you personally don't like this development plan. I'm just curious if this is your own position, or if it's truly representative of Heights residents. ... See More  
 Unlike · Reply · Message · 1 · February 22 at 9:40am


 Leslie Bennett Roche I have no formal training with planning, nor have I been active in city matters until this year with Medicine Crow opening, so this is purely my 2 cents -- with other matters of housing/development and infrastructure that I've seen, the city doesn't se... See More  
 Unlike · Reply · Message · 1 · February 22 at 1:44pm


 Leslie Bennett Roche I knew there was another example: the dry cleaners behind Dairy Queen!!! I was almost hit yesterday by someone coming out of there at a weird angle who didn't even see me - I believe, since I was in the street, I had the right of way - good thing I was paying attention!! WTH was the city thinking OKing THAT?? That bypass land had enough traffic thru there without adding another business!!!  
 Unlike · Reply · Message · 1 · February 24 at 8:02am


 Write a reply...

 Catrina Hoffer Michelle Kay Jacquelyn Warnes Alice Davis  
 Unlike · Reply · Message · 1 · February 22 at 10:49am

 Michelle Kay It's right down the street from us. It's empty city land at the moment. It would be right across from the apartments that flood every time it rains, I'm definitely not for adding anymore apartments to the neighborhood.  
 Unlike · Reply · Message · 4 · February 22 at 11:07am


 Heights Task Force Michelle Kay, According to the information it is a replacement to the apartments, not on the city land.  
 Like · Reply · Commented on by Roy Neese · February 22 at 5:45pm

 Catrina Hoffer Close enough. The land across the street floods every year. If nothing else, this many people would further pollute the ponds and filter into the round water. Has an ecological study been done on the impacts of the natural environment of the area?  
 Unlike · Reply · Message · 1 · February 22 at 5:59pm


 Michelle Kay Oh, those apartments are terrible. They built a berm to help with the water. I always feel bad for those tenants.  
 Unlike · Reply · Message · 1 · February 22 at 6:00pm


 Heights Task Force Catrina Hoffer, good question. Please come to the meeting tonight to ask  
 Like · Reply · Commented on by Roy Neese · February 23 at 9:12am


 Write a reply...

 Aili Jones I have to say no to the change. There have been no provisions made for parking. Increased traffic. Also, there is a big difference between living next to a house or apartments. Those people bought their houses and doing that to their home values would not be right  
 Unlike · Reply · Message · 1 · February 22 at 11:11am

 Alyssa Boyer Leave it residential!  
 Unlike · Reply · Message · 1 · February 22 at 1:04pm

 John Hood I've noticed alot of low income apartments and duplexes going up in the Heights area. How bout start building apartments over on the west end.  
 Unlike · Reply · Message · 1 · February 22 at 5:31pm

 Roy Neese I believe there are several very big apartment projects that have been built on the west end and central west end in the last few years. The one behind West Park Shopping Center. That would be a good question for Angela Cimmino or Larry Brewsterr to see if they know the apartment capacity of the different areas of the City.  
 Unlike · Reply · Message · 1 · February 22 at 6:08pm

 Alicia Halland How do you know these are low-income apartment? Where does it say that?  
 Unlike · Reply · Message · 1 · February 23 at 1:40am

Jodi Hosteller Waller I am wondering the same thing.  
Unlike · Reply · Message · 1 · February 23 at 7:56am

Roy Neese Aiba Halland you are correct, I did not address the "low-income", but only apartments. That said there is a difference between housing for low income people and property that is rented at a low amount because the owner does not take care of the prop... See More



### Housing Sites - Housing Authority of Billings



BILLINGSHA.ORG

Unlike · Reply · Message · Remove Preview · 1 · February 23 at 9:08am

Write a reply...

Roy Neese Many have commented to leave it residential. Apartments are residential. There are three 4 unit apartments on site now (12 units with all offsite parking build in the mid 60s - was the Heights city or county then?). I believe what should be voiced is that you would like it to be left as zoned R7000 and as close to single family housing as possible. The present zoning R7000 allows for duplexes. I'm not a planning expert but based on the size of the 3 lots (about 59,000 SF) the owner of the land may be able to put up 8 duplexes (16 living units) under current zoning, assuming all the other zoning requirements are met (parking, water retention fire access...). There are several duplexes in the neighbor hood and a fairly new one across the street. I don't like zoning changes either and think that if someone purchased into the neighborhood expecting a certain type of housing, your city and it's representatives should fight to help you keep your neighborhood the way you want it. Now if all the neighbors don't mind the change and want to speak up in favor they can. However if you don't show up to the meeting, please don't complain when this is approved by the city planning or city council. If you don't want this same thing to happen in your neighbor hood, then I would suggest you support this neighborhood, COME TO THIS MEETING and show the City Council members you want the zoning to remain the same (or changed if you do). The city is all too easy to approved zoning and variances if there is no opposition. I hope to see you all there.

Unlike · Reply · Message · 2 · February 22 at 6:26pm

Morgan Leason Please tell them that mixing home owners with low income apartments/condos etc. lower property values=less tax revenue for city. Increase theft and vandalism. I don't live far from cherry Creek area and it impacts my neighborhood extensively.

Unlike · Reply · Message · 3 · February 22 at 6:43pm

Heights Task Force Please come to the meeting and bring a friend.  
Like · Reply · Commented on by Roy Neese · February 22 at 7:00pm

Susie Wollenburg I live in this neighborhood and have for 25 years. I do not want the extra traffic and the extra people cruising my neighborhood. I vote against this change and always will. Save our neighborhood please!

Unlike · Reply · Message · 1 · February 23 at 6:19am

Jodi Hosteller Waller This is a terrible idea. This is a very quiet neighborhood and that park area supports many kinds of wildlife. Tear down those nasty apartments that are already there and build single family homes in its place. Also there is a lot of new development just a few blocks away, why not build there instead of in our well established neighborhood? We like it the way it is.

Unlike · Reply · Message · 1 · February 23 at 7:53am

Virgil Middendorff This location is served by Bench Elementary This service area need more single dwelling homes to balance the mobile home park(s).

Unlike · Reply · Message · 1 · February 23 at 10:04am

Carrie Sherburn Langendorff I am unable to attend this meeting and I surely hope this comment will stand/talk in my place at the meeting tonight. I have owned my single family home - 2 duplexes away from those apartments for the last 8 years. I purchased my home because I valued the type of neighborhood. This neighborhood is not meant for such huge complexes! There is a HUGE difference between 12 apartments vs. 30 apartments. The traffic on the street is already scary with young children running around. I can only imagine the traffic that would start up down the alley alone - this would terrify me. (The alley runs on 2 sides of my property. I have 2 children under 5 (one having a disability) this entire project sounds like a major company trying to put more \$money\$ in their pockets and not caring on what it would do to our neighborhood or the home values of us who currently own our homes here. There are absolutely NO other HUGE complexes like the ones they are wanting anywhere near this area (unless you cross Wicks lane)

#### All Notifications

Select All Clear

TUESDAY



Denis I  
Tue

MARCH 24



Christi  
Ma

Heights Task Force



Heights Task Force  
Ma

#### Notifications

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Jackie  
Ma

Tamm  
Ma

Ken Re  
Ma

Ken Re  
Ma

The Rf

Get Clicks to Your Website



Get the people you care about to visit your website  
http://ci.billings.mt.us/...

event.

Feb

Jodi H sharec

Feb

I absolutely say NO this zoning change! I would hope that our city council/zoning department would think about the welfare of the neighborhood over some BIG Corporate company trying to line their pockets with some more money  
I suggest that they tear down their current appartments and either build 3 good (family) starter homes or rebuild new appartments the size the current zoning allows.

Unlike Reply Message 3 February 23 at 4:22pm



Leslie

Feb



Heights Task Force For those of you that went to the meeting, please let other know what you heard?

Like Reply Commented on by Roy Neese February 24 at 7:56am

FEBRUARY 23



Jodi H

Feb



Heights Task Force This event has now changed to the next phase in the process, the Zoning meeting on April 4th. This is an important meeting as it will be zoning commission that will recommend or not recommend this zone change to take place to the city council. Please make sure you are also contacting your council members, Larry Brewster and Angela Cimmino.

Like Reply 1 Commented on by Roy Neese February 24 at 8:02am



Height

Feb



Heights Task Force Here is where you can find a list of the zoning commission members and their contact info:

http://ci.billings.mt.us/24/04/2016/zoning-commission

Like Reply Commented on by Roy Neese February 24 at 8:10am

Edited



Jeauni and...

Feb



Jodi Hostetler Waller I was there last night and was thinking about typing up some information about the plan, when the zoning meeting is, and our counsel members names and email addresses and delivering them to the neighbors, I hope that the meeting last night didn't just ... See More

Unlike Reply Message 2 February 24 at 8:10am



Virgil N

Feb



Roy Ne

Feb



Write a comment ...



Jodi H post.

Feb 23



Jacquelyn Warnes, Jordan Hennessy and Ann Mickunas like Heights Task Force.

Feb 23



Jacquelyn Warnes and Sarah Mindt Emborg followed Heights Task Force.

Feb 23

FEBRUARY 22



Michelle Kay and Catrina Hoffer commented on a link you shared.

Feb 22



Deb Roberts Christensen likes your event: "Requested zone change at Cody Dr. and..."

Feb 22



Leslie Bennett Roche commented on a link you shared.

Feb 22



Deb Roberts Christensen commented on a link you shared.

Feb 22



Jeff Walters, Jennifer Ann Smith and 10 others commented on a link you shared.

Feb 22



Leslie Bennett Roche commented on your post.

Feb 22



Char Kenney, Kristi Knutson and Teresa Wright Murray like your event: "Requested zone change at Cody Dr. and..."

Feb 22



Crystal Hill, Tricia Hergett and 3 others like Heights Task Force.

Feb 22

FEBRUARY 21



Tonia Coulter



Nancy Maddox Martin



Jolyn Colvin



Heather Ostermiller



Jeremy DeHerrera



Ezdra Perez



Lynn Davis



Keith Hart



Danny Ball



Pnhil Bauer



Stacy Weaver Boothe



Emily Dozier Smith



Brian Hafner



Kris Feragen



Linda Maslen



Christine Beals



Shane Lockett



Theresa Vondra



Ben Bishop



Skyler Cozzens



Johnny Angel

MORE CONTACTS (9)



Chet Blotske



**From:** Julie Hostetler <[taylorsgma@bresnan.net](mailto:taylorsgma@bresnan.net)>

**Sent:** Saturday, April 1, 2017 12:35 PM

**To:** Cromwell, Nicole

**Subject:** zoning request change April 4 meeting

To Whom it may concern:

I would like to address the zoning change request for the property located at Covert and Cody in the Heights. There is a meeting scheduled for this on April 4, 2017, which I will not be able to attend. I am very adamantly against this zoning request. We own a home at 119 Stillwater Lane which is on the corner of Covert and Stillwater, mere blocks from this requested zoning change. The request is to tear down the existing buildings and build a 30 unit apartment complex in this single family residential neighborhood. We bought our home with the assumption that this neighborhood would remain a quiet, residential neighborhood. As it is now, surrounding the existing apartments is already very difficult to maneuver through the traffic on Cody and Covert both. If people are parked on the street, which is a constant, you have to pull over to allow oncoming traffic to get by you. Children are constantly at play and darting out from behind parked vehicles on this street. In the winter when you add snow on the sides of the streets to this, it is practically impossible to pass...it is virtually one lane traffic through these streets. The developers have stated that they would provide on site parking, however they acknowledge that it would not be adequate parking for more than 1 vehicle per apartment. We all know and understand that people own more than one vehicle in most households. I am very concerned about the density of population and traffic for this very small area and am very adamantly opposed to this zoning change.

Thank you for seeing that this comes to the attention of the proper authorities in this situation.

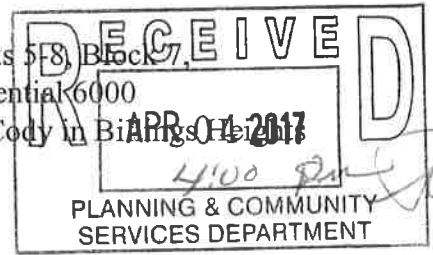
Julie Hostetler

B2C #955

### PETITION AGAINST CITY ZONE CHANGE

**ZONE CHANGE:** Happy Hollow Subdivision, Lots 5 & 8, Block 7,  
from Residential 7000 to Residential 6000

**GENERAL LOCATION:** Northeast corner of Covert and Cody in Billings, MT



WE, the undersigned are against the above proposed zone change:

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
STEPHANIE BROUSSEAU	<i>Stephanie Brousseau</i>	249 Stillwater Lane
GARY LUTON	<i>Gary E. Luton</i>	302 Stillwater Lane
Gross Timothy A.	<i>T.A. Gross</i>	1735 Cody Drive
GROSS BECKY	<i>Becky Gross</i>	1735 CODY DR.
DAWN TOWNSLEY	<i>Dawn Townsley</i>	1737 Cody Drive
Justin Bloom	<i>Justin Bloom</i>	210 COVERT LN
Megan Bloom	<i>Megan Bloom</i>	210 Covert Ln
Brandie Stodahl	<i>Brandie Stodahl</i>	234 Stillwater Ln.
Brandie Canfield	<i>Brandie Canfield</i>	222 Stillwater Ln.
Shane Longee	<i>Shane Longee</i>	210 STILLWATER
Jill Foran	<i>Jill Foran</i>	217 Stillwater Ln
Roady Nelson	<i>Roady Nelson</i>	204 Stillwater Ln
PATTY NELSON	<i>PATTY NELSON</i>	204 Stillwater Ln
Larry Padden	<i>Larry Padden</i>	1720 BROADVIEW DR
Rebecca Merrill	<i>Rebecca Merrill</i>	1711 Broadview Dr.
Jennifer Carow-Padden	<i>Jennifer Carow-Padden</i>	1720 Broadview Dr.
James L King	<i>James L King</i>	1710 Broadview Dr.

PETITION AGAINST CITY ZONE CHANGE

ZONE CHANGE: Happy Hollow Subdivision, Lots 5-8 Block 7  
from Residential 7000 to Residential 6000

GENERAL LOCATION: Northeast corner of Covert and Cody in Billings Heights



WE, the undersigned are against the above proposed zone change:

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Angie King	<i>Angie King</i>	1710 Broadview Drive
Andrew Sandoval	<i>[Signature]</i>	108 Stillwater Ln
Darrel K. Fenter	<i>Martha Fenter</i>	103 Stillwater Ln.
Julie Hostetter	<i>Julie Host</i>	119 Stillwater Ln
Roy D. Hostetter	<i>[Signature]</i>	419 Stillwater Ln
Bonnie Pascucci	<i>Bonnie Pascucci</i>	1752 Broadview Dr
WILLIAM BROWN <i>William Brown</i>	<i>William Brown</i>	100 Stillwater Lane e.
ERNEST F BOHLE	<i>Ernest &amp; Bohle</i>	125 Stillwater Lane
Barbara A. Bohle	<i>Barbara A. Bohle</i>	125 Stillwater Lane
BETTY <i>Bernard Pease</i>	<i>Betty Pease</i>	122 STILLWATER LANE
Bernard Pease	<i>Bernard Pease</i>	122 STILLWATER LANE
HANK FULLER	<i>Hank Fuller</i>	140 STILLWATER CN.
MICHAEL PASCUCCI	<i>Michael Pascucci</i>	1752 BROADVIEW DR
Michael/Matern	<i>Michael Matern</i>	119 Covert Ln
Kathy Oulling	<i>Kathy Sullivan</i>	1718 Cody Dr
Diana Kuzara	<i>Diana Kuzara</i>	211 Stillwater Ln.

	Tax ID	Owner	Address	Legal Description	Petition Signed	Valid Protest
1	C00391	TOWNSLEY, DAWN R	1737 CODY DR	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 6, Lot 9A, LT 9A AMND (96)	Yes	Yes
2	C00391A	REBBECA J GROSS	1735 CODY DR	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 6, Lot 10A, LOT 10A (96)	Yes	Yes
		TIMOTHY A GROSS			Yes	
3	C00392A	DEBRA A ROESLER	316 COVERT LN	WALTON ASH TOWNHOMES, S15, T01 N, R26 E, UNIT A, 25% COMMON AREA INTEREST, (1/4*		
		LADONNA ROESLER			Yes	
4	C00392B	LONEBEAR, CLAIRE K	318 COVERT LN	WALTON ASH TOWNHOMES, S15, T01 N, R26 E, UNIT B, 25% COMMON AREA INTEREST, (1/4*		
5	C00392C	PHELPS, ZACHARY G	320 COVERT LN	WALTON ASH TOWNHOMES, S15, T01 N, R26 E, UNIT C, 25% COMMON AREA INTEREST, (1/4*		
		BAZZELL, STEFANIE D			Yes	
6	C00392D	EVANS, JERROLD J	322 COVERT LN	WALTON ASH TOWNHOMES, S15, T01 N, R26 E, UNIT D, 25% COMMON AREA INTEREST, (1/4*		
7	C00392M	BTS INC	COVERT LN	WALTON ASH TOWNHOMES, S15, T01 N, R26 E, MASTER CARD (08) LOC @ LT 12 & E2 LT*		
8	C00393	BIGELOW, CARRIE ANN	326 COVERT LN	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 6, Lot 13, LT 13 W2 LT 14		
9	C00394	TERUNUMA, LORI A	332, 334 COVERT LN	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 6, Lot 14, E2 LT 14 W2 LT 15		
10	C00402	AGNEW, THOMAS W	331 COVERT LN	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 7, Lot 2, LT 3 W2 LT 2	Yes	
		MARLENE A AGNEW				
11	C00403	REISDORPH, RHONDA J	323, 323 1/2 COVERT LN	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 7, Lot 4	Yes	Yes
12	C00408G	CITY OF BILLINGS	COVERT LN	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 9, Lot 8, AMD	No	No
13	C00409	CITY OF BILLINGS	CODY DR	HAPPY HOLLOW SUBD, S15, T01 N, R26 E, BLOCK 9, Lot 9, AMD	No	No
14	C00428	BIER, PANDA L	330 LAURIE LN	HARMON SUBD, S15, T01 N, R26 E, BLOCK 1, Lot 3	Yes	
		MCAULIFFE, LINDA L				
15	C00428A	MARTZOLF, CARYL D	326 LAURIE LN	HARMON SUBD, S15, T01 N, R26 E, BLOCK 1, Lot 4, (97)	Yes	
		OSTERMILLER, ZACHARY E				
		MARTZOLF, COOPER E				
16	C00429	CORTEZ, RICARDO	324 LAURIE LN	HARMON SUBD, S15, T01 N, R26 E, BLOCK 1, Lot 5	Yes	Yes
17	C00430	PRESTON, THOMAS	316 LAURIE LN	HARMON SUBD, S15, T01 N, R26 E, BLOCK 1, Lot 6	Yes	
		ELIZABETH B PRESTON				
18	C00430A	BAKER, EUGENE EDDY	312 LAURIE LN	HARMON SUBD, S15, T01 N, R26 E, BLOCK 1, Lot 7	Yes	Yes
		CLARA T BAKER			Yes	
19	C00430B	KOWALLIS, JEANETTE L	308 LAURIE LN	HARMON SUBD, S15, T01 N, R26 E, BLOCK 1, Lot 8	Yes	Yes
20	D05228A	CITY OF BILLINGS	COVERT LN	S15, T01 N, R26 E, PARK IN SW4 15 1N 26E	No	No
21	D05228B	CITY OF BILLINGS	LAURIE LN	S15, T01 N, R26 E, C.O.S. 523, COS 523 & PARK IN HARMON SUB IN SW4 PARK 15*	No	No

21 Lots within 150 feet of Zone Change 955

6 Lots must protest the zone change to be a Valid Protest

Valid protest as of April 20, 2017