CITY OF Billings

VISION STATEMENT:
"The Magic City: A diverse, welcoming community where people prosper and business succeeds."

CONSENT AGENDA ITEM 1D REVISED ON 8/19/21
REGULAR AGENDA ITEM 4a(i) LOCATION DESCRIPTION ON AGENDA ONLY REVISED ON 8/20/21
ITEM 3b NOTED AS BEING A NON-PUBLIC HEARING ITEM FOR PUBLIC COMMENT ON AGENDA ONLY 8/20/21

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS **August 23, 2021** **5:30 P.M.**

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Joy

ROLL CALL: Councilmembers present on roll call were: ☐ Shaw, ☐ Yakawich, ☐ Neese, ☐ Ewalt, ☐ Joy, ☐ Choriki, ☐ Purinton, ☐ Ronning, ☐ Boyett, ☐ Brown

MINUTES:

- July 26, 2021
- August 9, 2021 (Pending)

COURTESIES:

PROCLAMATIONS:

- National Recovery Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3b, 4b, 5b, and 6b ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments 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. **Aerial Ladder Apparatus.** (Opened 8/3/21) Recommend Pierce Manufacturing; $1,135,121.

B. **General Contractor/Construction Manager (GC/CM) Preconstruction Services Contract** for W.O. 19-12: West End Raw Water Pipeline Project with COP Construction; $98,987.

C. **Consultant Agreement** for W.O. 21-42: SBURA Gravel Streets Improvements, Phase I with Sanderson

Stewart; $637,100.

D. **Terminating** the Purchase and Sale Agreement for Stillwater Building.

E. **Final plat** of High Sierra Subdivision, 10th Filing. * *Quasi-Judicial*

F. **Final plat** of High Sierra Subdivision, 15th Filing. * *Quasi-Judicial*

G. **Bills for the Weeks of:**

1. July 19, 2021
2. July 26, 2021

Recommended Motion: I move to approve the items of the Consent Agenda as submitted, with the exception of items moved for separation.

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTIONS** setting FY22 annual assessments on the following:

a. **Arterial Construction.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Jennifer Duray, Public Works Deputy Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution setting FY22 Arterial Construction Fee Assessment Rates, as recommended by staff.

b. **Storm Sewer.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Jennifer Duray, Public Works Deputy Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution setting Storm Sewer Assessment Rates, as recommended by staff.

3. JOHN AND PATRICIA BURG PROPERTY:

a. JOINT PUBLIC HEARING FOR ANNEXATION 21-06 AND ZONE CHANGE 994

i. RESOLUTION FOR ANNEXATION 21-06: a parcel located at 2930 US Highway 3. John and Patricia Burg, petitioners. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.) * *Quasi-Judicial*

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve Annexation 21-06, as recommended by staff.

ii. FIRST READING ORDINANCE FOR ZONE CHANGE 994: a zone change from Residential Rural (RR1) to Suburban Neighborhood Residential (N3) located at 2930 US Highway 3. John and Patricia Burg, owners. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.) * *Quasi-Judicial*

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Zone Change 994 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

b. **DEVELOPMENT AGREEMENT** with John Burg for infrastructure improvements at 2930 US Highway 3. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: I move to approve the Development Agreement with John Burg, as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annexation 21-06: a parcel located south of Highway 3 and southeast of Rod and Gun Club Road, totaling approximately 3.311 gross and 2.793 net acres. John and Patricia Burg, owners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward IV, as recommended by staff.

4. **CHERRY ISLAND LLC PROPERTY:**

a. **JOINT PUBLIC HEARING FOR ANNEXATION 21-08 AND ZONE CHANGE 995**

i. **RESOLUTION FOR ANNEXATION 21-08:** a parcel located along Cherry Creek Loop. Cherry Island Land, LLC, petitioner. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.) ** Quasi-Judicial*

- *Presented by: Monica Plecker, Planning Division Manager and Nicole Cromwell, Zoning Coordinator*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve the Resolution approving Annexation 21-08, as recommended by staff.

ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 995:** a zone change from Rural Residential 1 (RR1) and Public 1 (P1) to Suburban Neighborhood Residential (N3) located on the east side of Bitterroot Drive, north of Cherry Creek Loop. Cherry Island, LLC, owner; Sanderson Stewart, agent. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.) ** Quasi-Judicial*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Zone Change 995 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

b. **PRELIMINARY MAJOR PLAT** of Cherry Island Subdivision, generally located between Cherry Creek Loop and east of Bitterroot Drive; Cherry Island, LLC, owner; Sanderson Stewart, agent. Staff recommends approval. (Action: approval or disapproval of staff recommendation.) ** Quasi-Judicial*

Recommended Motion: I move to approve the Preliminary Major Plat of Cherry Island Subdivision, as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward II to include recently annexed property in Annexation 21-08: a parcel located south of Highway 3 and southeast of Rod and Gun Club Road, totaling approximately 7.906 gross and net acres. Cherry Island Land, LLC, petitioners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward II, as recommended by staff.

5. DYK (TKJ DEVELOPMENT, LLC) PROPERTY:

a. JOINT PUBLIC HEARING FOR ANNEXATION 21-09 AND ZONE CHANGE 997

i. **RESOLUTION FOR ANNEXATION 21-09**: a parcel located at King Avenue West and 48th Street West. Mary and Joe Dyk, petitioners. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.) * *Quasi-Judicial*

- *Presented by: Monica Plecker, Planning Division Manager and Nicole Cromwell, Zoning Coordinator*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve the Resolution approving Annexation 21-09, as recommended by staff.

ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 997**: a zone change from Agriculture (A) to Mixed Use Planned Neighborhood Development (MU-PND) located at the intersection of King Avenue West and 48th Street West. Thomas and Mary Dyk Trust, owner; Performance Engineering, agent. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.) * *Quasi-Judicial*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Zone Change 997 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

b. **DEVELOPMENT AGREEMENT** with TKJ Development, LLC for public improvements north of King Avenue West and east of 48th Street West. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: I move to approve the Development Agreement with TKJ Development, LLC, as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward V to include recently annexed property in Annexation 21-09: a parcel described as Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., totaling approximately 66.925 gross and 63.711 net acres. Mary and Joe Dyk, petitioners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward V, as recommended by staff.

6. CPP, LLC; ARB INVESTMENTS, LLC AND GSB HOLDINGS, LLC PROPERTY

a. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 21-07**: a parcel located along Calhoun Lane. CPP, LLC; ARB Investments, LLC; and GSB Holdings, LLC, petitioners. Staff recommends conditional approval. (Action: approval or disapproval of staff recommendation.) * *Quasi-Judicial*

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to conditionally approve the Resolution approving Annexation 21-07, as recommended by staff.

b. **DEVELOPMENT AGREEMENT** with CPP, LLC; ARB Investments, LLC; and GSB Holdings, LLC for public improvements for Tracts A-1 and A-2 of the Amended Tract A, COS 775. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: I move to approve the Development Agreement with CPP, LLC; ARB Investments, LLC; and GSB Holdings, LLC, as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward III to include recently annexed property in Annexation 21-07: a parcel located along Calhoun Lane, totaling approximately 1.316 gross and net acres. CPP, LLC; ARB Investments, LLC; and GSB Holdings, LLC, petitioners. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Monica Plecker, Planning Division Manager*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward III, as recommended by staff.

7. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 996:** a zone change from Corridor Mixed Use 2 (CMU2) and Mixed Residential 2 (NX2) to Neighborhood Office (NO) and Mid-Century Neighborhood Residential (N2) generally located on Elysian Road, Dodger Lane and Interstate Avenue. Harmony Meadows, LLC, owner; Performance Engineering, agent. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.) ** Quasi-Judicial*

- *Presented by: Nicole Cromwell, Zoning Coordinator*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve Zone Change 996 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

8. **PUBLIC HEARING AND RESOLUTION** to amend the Limits of Annexation Map. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Wyeth Friday, Planning Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution to amend the Limits of Annexation Map, as recommended by staff.

PUBLIC COMMENT on "NON-AGENDA ITEMS". Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail bohlmand@billingsmt.gov, 72 hours prior to the meeting date.

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City Council Regular

Date:	08/23/2021
Title:	FIRE: Bid Award - Aerial Ladder Apparatus
Presented by:	Matt Hoppel, Assistant Fire Chief
Department:	Fire
Presentation:	No

RECOMMENDATION

Staff recommendation is to purchase one (1) 107-ft heavy-duty aerial ladder apparatus from Pierce Mfg, Inc. / Hughes Fire Equipment for a net purchase price of $1,135,121.00. (Base bid of $1,212,487.00 less the pre-payment discounts ($77,366) offered by Pierce = $1,135,121.00)

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The call for sealed bids was published on July 16 & 23 with the Bid openings on August 3, 2021. Pierce Manufacturing, Inc. was the only bid received.

ALTERNATIVES

City Council may approve or not approve Staff Recommendation to purchase one (1) Enforcer 107' Ascendant ASL Quint AS826 from Pierce Mfg in the amount of $1,135,121.00.

FISCAL EFFECTS

Delaying the bid award and purchase could impact the estimated delivery date and total cost of this truck. Pierce's delivery schedule at the time of bid was estimated at 397-488 calendar days after execution of the contract F.O.B. customer's facility in Billings, Montana.

In FY2022 the Equipment Replacement Program budget of $1,088,430.00 has been included for the replacement of Unit #4060, Engine #4 mini-tower/quint which was put into service 2005.

City Council Regular

Date:	08/23/2021
Title:	W.O. 19-12: West End Raw Water Pipeline Project, GC/CM Preconstruction Services Contract
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve a General Contractor/Construction Manager (GC/CM) Pre-construction Services contract with COP Construction, LLC for W.O. 19-12: West End Raw Water Pipeline Project in the amount of $98,987.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Identifying and securing an alternate source of treated water for the City of Billings is a priority to the Public Works Department. In the current fiscal year through FY23, the City has $126 million in funding budgeted to design and build the projects needed for the new water system on Billings' west end. Over the next two years, design and start of construction is planned for a new water treatment plant, river water intake and associated pump station, reservoir, and approximately 5 miles of transmission pipeline.

On February 8, 2021, Council approved Resolution 21-10925 allowing the use of an alternative project delivery method as authorized by MCA 18-2-502 for construction of water system projects on Billings' West End, including the raw water pipeline under current consideration. The City has elected to move forward with the General Contractor / Construction Manager (GC/CM) contract format since its structure is more conducive to ensuring integral City staff involvement in project direction and decisions as developed by the project team consisting of the City, Engineer (HDR Engineering) and GC/CM Contractor. Some major benefits of GC/CM contracts are that they bring the contractor, procured through an open public process, onto the project team as early as possible in order to take advantage of the expert contributions the contractor can bring to the project design and cost development. GC/CM contractors are often able to identify opportunities to reduce overall project costs by introducing concepts for the team to evaluate that are potentially more cost-effective to build. Information is gained quickly about actual construction means, methods and materials, which leads to improved design accuracy and completeness. During the pre-construction phase, the GC/CM contractor brings a level of cost certainty to the project before the design is complete, which informs overall budgets and the scope of current and future projects.

The GC/CM contractor will begin this pre-construction phase of the project by joining the team of City staff and HDR Engineering to review the project design which HDR has advanced to approximately 30% completion. The GC/CM contractor will produce a project management plan, review major project risks and develop a project cost model and schedule. The team will participate in field reviews and work together to identify opportunities to reduce project costs by innovative methods. The GC/CM will develop progressively more detailed and accurate cost estimates as the design advances. All pricing information used by the GC/CM contractor to produce "open-book" cost estimates are reviewed by the project team. The team will identify opportunities to secure project materials such as pipe and valves early on, so as to bring greater cost certainty to the overall project cost. At the end of the pre-construction phase, the GC/CM contractor will present a Guaranteed Maximum Price (GMP) for construction of the project, which City Council may or may not approve at that time. If Council does not approve the GMP, the Contract allows for the City's relationship with the GC/CM contractor to be terminated, and the City could then proceed with other options to construct the project. If Council approves the GMP, the pre-construction contract will either be amended to include the construction phase or a separate construction contract will be developed and approved.

Recommending COP Construction, LLC. as the GC/CM contractor involved a selection committee evaluating interested contractors using the Request for Qualifications (RFQ) and Request for Proposals (RFP) process. RFQ's for this project were also submitted by Kiewit Infrastructure, KLE Construction, Thalle Construction, and Western Municipal Construction. After evaluating and scoring the SOQs, the selection committee advanced and requested final proposals from COP, Kiewit and Western Municipal. Final proposal submissions were evaluated on the technical component and a pricing component. The technical component consisted of an evaluation and scoring of project team and capacity, strategic project approach, and approach to the GC/CM delivery process. The overall best value proposal was determined by combining the score of the technical and price proposal.

ALTERNATIVES

City Council may:

- Approve a General Contractor/Construction Manager (GC/CM) Pre-construction Services contract with COP Construction; or,
- Not Approve a GC/CM contract. If this project is not completed, the City will be unable to proceed with the plans needed to provide for the present and future drinking water redundancy and capacity needs of City of Billings residents.

FISCAL EFFECTS

The W.O. 19-12: West End Raw Water Pipeline Project was budgeted in FY22 using water funds. The amount budgeted was $21 million to include the raw water intake, pump station and pipeline projects. The budget for the pipeline project is $10 million, which includes the current pre-construction contract in the amount of $98,987.00 and the future construction contract.

Attachments

WO1912 WE Raw Water Pipeline GC/CM PreConstruction Contract

General Contractor/Construction Manager (GC/CM) Preconstruction Services Contract

W.O. 19-12, West End Raw Water Pipeline Project

In consideration of the mutual promises herein, City of Billings and COP Construction, LLC agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Part III, consisting of 8 Sections of Supplemental Provisions

Appendix A consisting of 5 pages (Basic Services of Contractor);

Appendix B consisting of 1 page (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 5 pages (Preconstruction Multiplier and Schedule of Fees & Rates);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 32 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. "Billings" means the City of Billings.
C. "Contractor" means General Contractor/Construction Manager (GC/CM).
D. "Engineer" means HDR Engineering Company, Inc.

Section 2. Scope of Services.

A. The Contractor shall perform services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Preconstruction Multiplier and Schedule of Fees and Rates attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on June 30, 2022.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and reasonably specify what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.

D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.

E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.

F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.

G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract and as a condition precedent to payment, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
3. Commercial automobile liability -- $1,500,000 per accident.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

D. Billings and the Engineer, its owners, officers, agents and employees SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation in favor of Billings and the Engineer, its owners, officers, agents and employees.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via e-mail or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Randy Straus
City of Billings
Engineering Division
2224 Montana Avenue
Billings, Montana 59101
E-mail: strausr@billingsmt.gov

Contractor: Eric Smith, Project Manager
COP Construction LLC
242 S. 64th Street West
Billings, MT 59106
E-mail: esmith@copconstruction.com

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, pandemics, epidemics, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and

H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than a provided in this Section.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of

other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Project Manager
(title of position)

Billings: City Council or Authorized Designee

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

Part III
SUPPLEMENTAL PROVISIONS

Section 1. Recitals

1.01 Preconstruction services covered by this agreement includes attendance at meetings and workshops, development of a Cost Model, cost estimating, constructability reviews, biddability reviews, Alternate System Evaluations (Value Engineering), development of a Project Schedule, advising on the scope for construction packages and other items described herein and in the Basic Services of Contractor provided in Appendix A.

1.02 The GC/CM has represented to Billings the ability to provide preconstruction services and to construct the project.

1.03 Based on this representation, Billings intends to enter into a contract with the GC/CM for the preconstruction services identified in this agreement. At the end of the preconstruction, at Billings' discretion, Billings may enter into separate construction agreement with the GC/CM for construction services. Alternatively, Billings may choose not to continue the GC/CM Contract beyond the completion of preconstruction phase services or any early work amendments, instead soliciting bids from qualified contractors for the project construction, and otherwise reserve all rights to terminate the Contract for convenience.

Section 2. Terms and Definitions

2.01 Alternate Systems Evaluations (Value Engineering) - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional project that meets Billings' requirements.

2.02 Construction Services Fee – Expressed as a percentage of the Cost of the Work, the percentage that represents the GC/CM's administrative costs, home office overhead, and profit, whether at the GC/CM's principal or branch offices. This Fee excludes items covered in the Cost of the Work and General Conditions Costs, and any cost not allocated or paid by Billings or other limitations and exclusions set forth in the General Conditions and Supplementary Conditions for construction. The Construction Services Fee is proposed by the GC/CM in Section 6 and will be the percentage applied to determine the GMP.

2.03 Contingency, GC/CM - A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. The amount of the GC/CM Contingency will be negotiated as a separate line item in the GMP.

2.04 Contingency, Billings' - A fund to cover cost growth during the project used at the discretion of Billings usually for costs that result from Billings directed changes or site conditions. The amount of the Billings' Contingency will be set solely by Billings and will be in addition to the project costs included in the GC/CM's cost estimate summary.

2.05 Cost Model - A breakdown of the scope of the project that is initially developed by the GC/CM based on information from the Engineer and the GC/CM's records of similar projects.

The model will evolve as the design progresses and be maintained by the GC/CM throughout the design and will include any assumptions and clarifications made by the GC/CM. The model will support any cost estimates, Alternate Systems Evaluations (Value Engineering), and eventually the GMP Proposal, when required by Billings.

2.06 Cost of the Work - The direct costs necessarily incurred by the GC/CM in the proper performance of the work. The Cost of the Work includes direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment used in the performance of the work, costs of establishing temporary facilities and controls, project related permit and license fees, cost of materials testing and related items, and the cost of consultants required for any delegated design. The Cost of the Work will cover all work required in the GMP Documents including the work shown on drawings; the work specified in specification Divisions 01 through 48. Cost of the Work does not include the GC/CM's Construction Services Fee, General Conditions Costs, applicable taxes, bonds, insurance costs, or any cost item that is furnished or procured by Billings.

2.07 Deliverables - The work products prepared by the GC/CM in performing the services described in this agreement. Some of the major Deliverables to be prepared and provided by the GC/CM during preconstruction may include but are not limited to: Cost Model, Project Management Plan, Project Schedule, Schedule of Values, Alternate Systems Evaluations (Value Engineering), procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposal(s), subcontractor procurement plan, subcontractor agreements, subcontractor bid packages, supplier agreements, and others as indicated in this agreement or required by Billings.

2.08 Engineer – HDR Engineering shall provide all architectural and engineering design services necessary for the completion of the work excluding, however, (a) design services delegated to the GC/CM in accordance with the contract, and (b) services within the construction means, methods, techniques and sequences employed by the GC/CM, its subcontractors, and subcontractors in connection with their construction operations.

2.09 General Conditions Costs - Includes, but is not limited, to the following costs: (a) payroll costs and other compensation, benefits, bonuses of GC/CM's supervisory and administrative personnel directly associated with the work either part-time or full time, including but not limited to project managers, construction managers, superintendents, safety managers, quality managers, inspectors, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, schedulers, clerks, and other any other non-craft labor personnel employed by GC/CM, whether at the site or off-site involved in planning, managing, supervising, inspecting, and administering the work, (b) site offices and temporary facilities costs including office equipment, materials, supplies, equipment, utilities, fuel, sanitary facilities and phone and fax services at the site, (c) procurement costs for project equipment, materials, and subcontracts, including reproduction of documents, mailings, evaluation, bid results presentations and recommendations for supplier and subcontractor selection to be incorporated into the contract price, (d) site security systems, internet services and website for project information and oversight, (e) cost less salvage value of consumable materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the work and which remain the property of GC/CM, including the costs of

transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items, (f) cost of removal of debris and waste from the site except for debris from required demolition or dismantling and removal which is part of the work, and site sanitary services, (g) reasonable costs and expenses incurred in mobilizing, operating and demobilizing the site office, including the cost of phone, fax, postage and express delivery charges, telephone service, and photocopying and similar offices services, (h) sales, use or similar taxes, tariffs or duties incurred in the performance of work, (i) signing at the site for the project, (j) all fuel and utility costs incurred by the GC/CM field office and for management and administration in the performance of the work, (k) safety training, orientation, equipment, clothing, and materials for GC/CM craft labor, management and staff, as well as for GC/CM visitors to the project. General Conditions Costs do not include items covered in the Cost of the Work or the Construction Services Fee, and any cost not allocated or paid by Billings or other limitations and exclusions set forth in the General Conditions and Supplementary Conditions for construction.

2.10 Guaranteed Maximum Price (GMP) - The sum of the Cost of the Work, the GC/CM's Construction Services Fee, General Conditions Cost, applicable taxes, bonds, insurance costs, and GC/CM Contingency(ies).

2.11 GMP Documents - The printed sets of construction documents labeled "Final For Construction GMP", pursuant to Section 3.06 upon which a Guaranteed Maximum Price Proposal is based. GMP Documents in electronic PDF format will also be provided.

2.12 Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the GC/CM submitted on the prescribed form setting forth the GMP prices for the entire work or portions of the work to be performed during construction. The GMP Proposal(s) are to be developed pursuant to Section 3 of this agreement.

2.13 Indirect Costs – Includes General Conditions Cost, insurance costs and bond costs.

2.14 Project Team – Preconstruction services team consisting of the Engineer, GC/CM and Billings, who are responsible for making decisions regarding the project.

2.15 Total Float - Number of days by which the preconstruction services or construction work or any part of the same may be delayed without necessarily delaying the times agreed to for completion of milestones and for completion of the work as shown in the Project Schedule.

Section 3. Preconstruction Phase Services

3.01 General

A. The GC/CM, to further the interest of Billings, will perform the services required by, and in accordance with this agreement, to the satisfaction of Billings, exercising the degree of care, skill and judgment a construction manager performing similar services in Billings, MT would exercise at such time, under similar conditions. The GC/CM will perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

B. The GC/CM will attend Project Team meetings which may include, but are not limited to, project review meetings, project workshops, special project meetings, and perform construction document reviews. Teleconferencing for certain meeting attendees may suffice for some meetings as determined by Billings.

C. The GC/CM will provide preconstruction services, described herein, in a proactive manner and consistent with the intent of the most current drawings and specifications. The GC/CM will proactively communicate with the Project Team whenever the GC/CM determines that any drawings or specifications are inappropriate for the project or cause changes in the work requiring an adjustment in the Cost Model, Project Schedule, GMP Proposal or in the times agreed to for completion of milestones and for completion of the work.

D. The GC/CM, when requested by Billings, will attend, make presentations and participate in public agency and or community meetings, germane to the project. The GC/CM will provide drawings, schedule diagrams, budget charts and other materials describing the project, when their use is required in any such public agency meetings.

3.02 Project Management Plan

A. The GC/CM shall prepare a Project Management Plan (PMP) for discussion and Billings approval, which will at a minimum include (a) a matrix summarizing each Project Team member's responsibilities and roles, (b) communications protocols, (c) GC/CM's opinions concerning investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (d) GC/CM's opinions concerning project milestone dates and the Project Schedule, development, control including the broad sequencing of the design and construction of the project, (e) basis of the Cost Model, management and tracking (f) permitting issues and strategies, (g) site safety plan, (h) construction quality control, (i) site access and control, (j) site staging plan

B. Attachments to the PMP will include:
1. Risk Management Plan,
2. Project Packaging/Phasing Plan
3. Subcontracting Plan

C. The GC/CM shall add detail to its previous version of the PMP to keep it current throughout the preconstruction, so that the PMP is ready for implementation at the start of project construction. The update/revisions may consider (a) revisions in drawings and specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by Billings, Engineer or the GC/CM, (c) unresolved permitting issues, and significant permitting issues, if any, (d) Risk Management Plan, (e) the fast – tracking/phasing, if any, of the project or other chosen construction delivery methods, (e) the requisite number of separate bidding documents, procurement efforts, or subcontracts to be advertised, or solicited and, (f) the status of the procurement of long-lead time equipment (if any) and/or materials.

3.03 Project Schedule

A. The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all Project Team members for all phases of the project and then for the Project Team to utilize the deliverable as a basis for managing and monitoring the teams' compliance with the schedule requirements of the project. Each Project Team member is responsible for its compliance with those Project Schedule requirements. The GC/CM will, however, develop and maintain the Project Schedule on behalf of, and to be used by, the entire Project Team based on input from all Project Team members. The Project Schedule will be consistent with the most recent revised/updated Project Management Plan and will use the Critical Path Method (CPM) technique, unless required otherwise in writing by Billings. The GC/CM will use scheduling software to develop the Project Schedule that is acceptable to Billings. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If project phasing as described below is required, the Project Schedule will indicate milestone dates for each phase as determined.

B. The GC/CM will include and integrate into the Project Schedule the services and activities required of Billings, Engineer and GC/CM including all design and construction activities utilizing the input received from Billings and the Engineer. The Project Schedule will detail activities to the extent required to show: (a) the coordination between various design documents, (b) separate longlead procurements, (c) permitting requirements, (d) bid packaging strategy and awards to subcontractors and suppliers, (e) major stages of construction, (f) interim milestones, (g) coordination with utilities and agencies, and (h) start-up and commissioning.

C. The Project Schedule shall include a Critical Path Method (CPM) diagram that shows the sequence of activities, the interdependence of each activity and indicates the critical path. The schedule shall be in days and indicate duration, earliest and latest start and finish dates for all activities, and total float for all activities. The CPM schedule shall include all relationships between activities.

D. Float time shall be as prescribed below:
1. The total float within the overall schedule, is not for the exclusive use of either Billings or the GC/CM but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the project completion date.
2. The GC/CM will not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond times agreed to for completion of milestones and for completion of the work.

E. The Project Schedule is intended to become more detailed as the design progresses, evolving from conceptual to detailed. Early Project Schedules will concentrate on milestones for each design deliverable (i.e. 60%, 90%, and Final), equipment and material lead times, and general construction durations. The Project Schedule will become the progress schedule referenced in the construction phase agreement. The Project Schedule will be expanded, updated, and maintained by the GC/CM throughout the preconstruction such that it will not

require significant changes at the start of the construction to incorporate the GC/CM's plan for the performance of construction work.

F. The GC/CM will provide updates and/or revisions to the Project Schedule for use by the Project Team on a monthly basis. The GC/CM will include with each submittal a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

G. Construction Phasing: If further phasing is deemed appropriate and Billings and Engineer approve, the GC/CM will review the design and make recommendations regarding the phased issuance of construction documents to facilitate phased construction of the work, with the objective of reducing the Project Schedule and/or Cost of the Work. The GC/CM will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

3.04 Design Document Reviews

A. The GC/CM will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the Cost Model or cost estimate, GMP Proposals and/or the Project Schedule.

B. The GC/CM will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the GC/CM to construct the project. Prior to start of construction activity, the GC/CM may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the construction documents.

C. The GC/CM will meet with the Project Team as required to review designs during their development. The GC/CM will familiarize itself with the evolving documents through the various design stages. The GC/CM will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The GC/CM will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the drawings and specifications. The GC/CM will recommend cost effective alternatives.

D. The GC/CM will routinely conduct constructability and biddability reviews of the drawings and specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the construction documents especially those related to clarity, consistency, and coordination of work of subcontractors and suppliers.

1. Constructability Reviews: The GC/CM will evaluate whether (a) the drawings and specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the drawings and

specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under seasonal and adverse weather conditions, (f) sequences of work required by or inferable from the drawings and specifications are practicable, (g) construction package conflicts with preceding or subsequent construction, and (h) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging offsite facilities, construction parking, and other similar pertinent issues.

2. Biddability Reviews: The GC/CM will check cross-references and complementary drawings and sections within the specifications, and in general evaluate whether (a) the drawings and specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) specifications include alternatives in the event a requirement cannot be met in the field.

3. The results of the reviews will be provided to Billings in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the drawings and specifications with notations and recommendations made on the drawings, specifications and other documents. If requested by Billings, the GC/CM will meet with Billings and Engineer to discuss any findings and review reports.

4. The GC/CM's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during construction, responsibility for the drawings and specifications will remain with the Engineer.

E. Alternate Systems Evaluations (Value Engineering): The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, innovations and design changes that have the potential to reduce project costs while still delivering a quality and functional product. If the Project Team agrees, the GC/CM in cooperation with the Engineer will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the project. The Engineer will have full responsibility for the incorporation of the alternatives into the drawings and specifications. The GC/CM will include the cost of the alternatives into the Cost Model or cost estimate and the GMP Proposal(s).

3.05 Cost Model, Cost Estimates and Schedule of Values

A. As soon as practical following an initial field inspection, the GC/CM will review all available information regarding the design and scope of the project, the GC/CM's experience in performing similar work, and based on that review will develop a Cost Model for review and approval by Billings. The Cost Model shall include all cost categories except Billings' Contingency included in the cost estimate submittal. Once approved by Billings, the Cost Model will be continually updated and kept current as the design progresses throughout the preconstruction until a final GMP for each construction package and the entire project is established. The Cost Model will be the best representation of the GC/CM of what the complete functional project's construction costs will be. The GC/CM will communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model will support the GC/CM's construction cost estimates and may be broken down initially as dictated by the available information, but eventually must be broken down into the 48 Division CSI format and other breakdowns, as required by Billings.

B. After receipt of the Engineer's most current documents from the specified design milestones, the GC/CM will provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the GC/CM's review of the design documents made available at the specified design milestone. The Project Team will reconcile any comments/exceptions on the estimate to arrive at an agreed to estimate for the construction costs based on the scope of the project through that specified design milestone. The design milestones are: detailed design completion at 30%, 60%, and 90%. If no consensus is reached, Billings will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this section, the GC/CM will provide the requested information in a timely manner.

C. If at any point the estimate submitted to Billings exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or Billings' project budget, the GC/CM will make appropriate recommendations to Billings and Engineer on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering Billings' basic project) such that it is equal to or less than the established Project Team's target and the project budget.

D. Near completion of the 60% detailed design review and included with the associated report, the GC/CM will also submit to Billings for review and approval a Schedule of Values which complies with the following requirements. The Schedule of Values will be formatted based on the 48 division CSI format. The Schedule of Values will be directly related to the breakdowns reflected in the Project Schedule and the GC/CM's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate work covered by any changes to construction work already in progress, (c) reconcile used and remaining GC/CM contingency, (d) detail all other allowances and unit price work shown and specified in the detailed design documents, and (e) segregate unit costs, material and equipment costs, labor costs, General Conditions Costs, hourly labor rates, payment for delegated design services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors will include subcontractor overhead and profit.

E. The GC/CM will submit to Billings a final Schedule of Values based on the GMP Documents for the entire project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

F. The GC/CM will submit to Billings a cash flow projection for the project based on the current updated/revised Project Schedule and the anticipated level of payments to the GC/CM during construction. A cash flow projection is required for the GMP associated with each construction package.

3.06 Guaranteed Maximum Price (GMP) Proposals

A. The proposed GMP for the entire work (or portions thereof) will be presented in a format acceptable to Billings. Billings may request a GMP Proposal for all or any portion of the project at any time during preconstruction. Any GMP Proposals submitted by the GC/CM will be based on and consistent with the current updated/revised cost estimate submittal at the

time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

B. GMP Proposals for the entire project will be the sum of: 1) the Cost of the Work; 2) Indirect Costs including General Conditions Cost; 3) GC/CM's Construction Services Fee; and 4) GC/CM Contingency; and 5) Billings' Contingency (if applicable). The GC/CM guarantees to complete the project at or less than the final GMP Proposal amount approved by Billings plus approved contract modifications and agrees that it will be responsible for any increase in the actual Cost of the Work above that amount.

C. The GC/CM, in preparing any GMP Proposal, will obtain from the Engineer, three sets of signed, sealed, and dated GMP Documents (including all addenda). The GC/CM will prepare its GMP in accordance with Billings' request for GMP Proposal. The GC/CM will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Documents. The GC/CM will send one set of those documents to Billings' Project Manager, keep one set and return the third set to the Engineer.

D. An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Documents. Any such Project Schedule updates/revisions will continue to comply with the requirements of Section 3.03.

E. In the event the GC/CM elects, at its sole discretion, to maintain a GC/CM Contingency allowance within the GMP, the criteria for development of that allowance must be acceptable to Billings. In addition, the terms and conditions regarding use of that allowance during construction will be established by Billings and reflected in the project's Construction Services Agreement. At completion of the work, the Project Team will evaluate the risk assignment of tasks with remaining funds within the GC/CM Contingency and determine fair distribution of those remaining funds to Billings and to the GC/CM. Final payment to the GC/CM will also reconcile amounts used and remaining within the GC/CM's contingency allowance.

F. All GMP savings in the Cost of the Work and Indirect Costs (including General Conditions Costs) resulting from a lower actual project cost than anticipated by the GC/CM will revert to Billings.

G. GMP Proposal(s) Review and Approval

1. The GC/CM will attend, and participate in, workshops and other meetings with Billings and Engineer to review the GMP Proposal(s) and the written statement of its basis. As part of this statement of basis, the GC/CM shall identify and justify any costs that are significantly different than the latest Cost Model provided by the GC/CM. In the event Billings or Engineer discovers inconsistencies or inaccuracies in the information presented, the GC/CM will make adjustments as necessary to the GMP Proposal, its basis or both.
2. Billings upon receipt of any GMP Proposal from the GC/CM, may submit the GMP Documents to an independent third party or to the Engineer for review and verification. The third party and/or Engineer will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposal.
3. If the GC/CM GMP Proposal is greater than the independent third party and/or Engineer's estimate, Billings may require the GC/CM to reconfirm its GMP Proposal. The GC/CM will

accept the independent third parties or Engineer's estimate for the Cost of the Work as part of the GMP or present a report within seven days of a written request to Billings identifying, explaining and substantiating the differences. The GC/CM may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by Billings. At that time Billings may do one of the following.

a. Accept the GC/CM original or revised GMP Proposal, if within Billings' budget, without comment.

b. Accept the GC/CM original or revised GMP Proposal that exceeds Billings' budget and indicate in writing to the GC/CM that the project budget has been increased to fund the differences.

c. Reject the GC/CM's original or revised GMP Proposal because it exceeds Billings' budget, the independent third party's and/or Engineer's estimate, in which event Billings may terminate this agreement or elect to not enter into a ·separate agreement with the GC/CM for the construction associated with the scope of work reflected in the GMP Proposal.

4. If during the review and negotiation of GMP Proposals design changes are required, Billings will authorize and cause the Engineer to revise the construction documents by addenda to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised construction documents will be furnished to the GC/CM. The GC/CM will promptly notify the Engineer and Billings in writing if any such revised construction documents are inconsistent with the agreed-upon assumptions and clarifications.

H. Each GMP Proposal will include a GC/CM Contingency line item. The Contingency is available for GC/CM's exclusive use for unanticipated Costs of the Work that it has incurred that are not the basis for a change order under the contract documents, but subject to: (i) Billings approval as more specifically described below; and (ii) other limitations set forth in the contract documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming work, including design errors or omissions, however caused; and (e) subcontractor defaults. The GC/CM Contingency will have no markups applied at the time of submission of the GMP Proposal. The GC/CM Contingency is not available to Billings for any reason, including, but not limited to changes in scope or any other item which would enable GC/CM to increase the GMP under the contract documents. GC/CM may draw upon the GC/CM Contingency by making a written request to Billings, identifying the reason and amount of the draw, and by obtaining Billings' written approval, which shall not be unreasonably withheld. If Billings approves a draw against the GC/CM Contingency, GC/CM shall, in its Payment Applications, show an increase in the relevant line item by the amount drawn and a decrease in the line item for the GC/CM Contingency. GC/CM agrees that with respect to any expenditure from the GC/CM Contingency relating to a subcontractor default or an event for which insurance or bond may provide reimbursement, GC/CM will in good faith exercise reasonable steps to obtain performance from the subcontractor and/or recovery from any surety or insurance. GC/CM agrees that if GC/CM is subsequently reimbursed for said costs, then said recovery will be credited back to the GC/CM Contingency, net of any costs and expenses incurred by GC/CM in pursuing such recovery.

I. Billings' Contingency will be used at the sole discretion of Billings, if applicable. At the time that the GC/CM submits its GMP Proposal to Billings for approval, Billings may add an

additional amount to the sum of the GMP Proposals for approval by City Council to cover any increases in project costs that result from Billings directed changes. The total project cost approved by Billings will be the sum of the GC/CM's GMP Proposals and Billings' Contingency, if applicable.

1. If Billings elects to establish a City Contingency, the contingency amount will be included within the contract price agreed to with the GC/CM. If included within the contract price and Billings decides to utilize some of its contingency funds, a contract modification will be processed using the contract modifications process described in the General Conditions of the construction contract.

3.07 Subcontractor and Major Supplier Selections

A. The selection of subcontractors and major suppliers may occur prior to submission of a GMP Proposal. Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. The selection of subcontractors/suppliers is the responsibility of the GC/CM except for Billings furnished equipment and items where substitution is not allowed or approved in construction documents. In any case, the GC/CM is solely responsible for the performance of the selected subcontractors/suppliers.

1. The GC/CM will prepare a subcontractor/supplier selection plan and submit the plan to Billings for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 3.07.B and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 3.07.C. The subcontractor selection plan must be consistent with the selection requirements included in this agreement.

B. Selection by qualifications only - Billings may approve the selection of a subcontractor(s) or suppliers(s) based only on their qualifications when the GC/CM can demonstrate it is in the best interest of the project.

1. Qualification based selection of a subcontractor(s)/supplier(s) should only occur during preconstruction to achieve maximum benefit of the subcontractors' involvement prior to the submittal of the GMP Proposal.
2. The GC/CM shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a subcontractor(s) or supplier(s) and provide Billings with its review and recommendation.
3. The GC/CM must receive Billings approval of the selected subcontractor(s)/supplier(s).
4. The GC/CM shall negotiate costs for services/supplies from each subcontractor/supplier selected under this method.

C. Selection by qualifications and competitive bid - The GC/CM shall apply the subcontractor selection plan in the evaluation of the qualifications of subcontractors and suppliers and provide Billings with its process to prequalify prospective subcontractors and suppliers. All work shall then be competitively bid to the prequalified subcontractors unless a subcontractor or supplier was selected pursuant to Section 3.07.B above. Competitive bids may occur prior to, or after, the GMP Proposal(s).

1. The GC/CM will develop subcontractor and supplier interest, submit the names of a minimum of three qualified subcontractors or suppliers for each trade in the project for approval by Billings and solicit bids for the various work categories. If there are not three

qualified subcontractors/suppliers available for a specific trade or there are extenuating circumstances warranting such, the GC/CM may request approval by Billings to submit less than three names. Without prior written notice to Billings, no change in the recommended subcontractors/suppliers will be allowed.
2. If Billings objects to any nominated subcontractor/supplier or to any self-performed work for good reason, the GC/CM will nominate a substitute subcontractor/supplier that is acceptable to Billings.
3. The GC/CM will distribute drawings and specifications, and when appropriate, conduct a prebid conference with prospective subcontractors and suppliers.
4. The GC/CM shall request the pre-qualified subcontractors provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The GC/CM shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the GC/CM, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the work. The final evaluation of subcontractor/supplier bids will be done with Billings' Project Manager and Engineer in attendance to observe and witness the process. The GC/CM will resolve any subcontractor/supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

D. The GC/CM will be required to prepare two different reports on the subcontracting process.
1. Within fifteen days after each major subcontractor/supplier bid opening process, the GC/CM will prepare a report for Billings' review and approval identifying the recommended subcontractors/supplier for each category of work. The report will provide (a) the name of the recommended subcontractor/supplier and the amount of the subcontractor/supplier bid for each subagreement, (b) the sum of all recommended subcontractor/supplier bids received, (c) a copy of the bids received from each subcontractor, and (d) trade work and its cost that the GC/CM intends to self-perform, if any.
2. Upon completion of the subcontractor/supplier bidding process, the GC/CM shall submit a summary report to Billings of the entire subcontractor/supplier selection process. The report will indicate, by bid process, all subcontractors/suppliers contacted to determine interest, the subcontractors/suppliers solicited, the bids received and costs negotiated, and the recommended subcontractors/suppliers for each category of work.

E. The approved subcontractors/suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

F. If after receipt of bids or after award of subcontractors and suppliers, Billings objects to any nominated subcontractor/supplier or to any self-performed work for good reason, the GC/CM will nominate a substitute subcontractor or supplier, preferably if such option is still available, from those who submitted subcontractor bids for the work affected. Once such substitute subcontractors and suppliers are consented to by Billings, the GC/CM's proposed GMP for the work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

G. Promptly after of the Notice of Award for construction phase services, Billings will conduct a pre-award conference with the GC/CM and other Project Team members. At the pre-award conference, the GC/CM will (a) review the nominated slate of subcontractors and suppliers and discuss any concerns with or objections that Billings has to any nominated subcontractor or supplier; (b) discuss Billings' concerns relating to proposed self-performed work; (c) review the GC/CM's proposed contract price for the work during construction; (d) discuss the conditions, if any, under which Billings will agree to leave any portion of the remaining GC/CM Contingency within the contract price for construction work; (e) resolve possible time frames for the date of commencement and for times agreed to for completion of milestones and for completion of the work to be included in the Notice to Proceed for construction work; (f) schedule the preconstruction conference; and (g) discuss other matters of import.

Section 4. Period of Preconstruction Phase Services

4.01 The preconstruction services described in this agreement will be performed by GC/CM in accordance with the most current updated/revised Project Schedule. Failure on the part of the GC/CM to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this agreement by Billings.

4.02 Upon failure to adhere to the Project Schedule, Billings may provide written notice to GC/CM that it intends to terminate the agreement unless the problem cited is cured, or commenced to be cured, within three days of GC/CM's receipt of such notice.

4.03 Preconstruction services are expected to commence upon issuance of a Notice to Proceed. Preconstruction services will conclude upon final acceptance by Billings of the last GMP Proposal for the project.

Section 5. Contract Amount and Payments for Preconstruction Phase Services

5.01 Contract Amount

A. Based on the preconstruction services fee proposal submitted by the GC/CM and accepted by Billings (Appendix D – Preconstruction Multiplier and Schedule of Fees & Rates) with dollar amounts completed which by reference is made a part of this contract, Billings will pay the GC/CM in accordance with a not-to-exceed contract amount of Ninety Eight Thousand Nine Hundred Eighty Seven Dollars ($98,987).

5.02 Payments

A. Consistent with Part I, Section 4 of this agreement, requests for payments by the GC/CM for preconstruction services will be submitted monthly and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their work. Payment for services negotiated as a fixed fee shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

B. The fees for the GC/CM and any subconsultants will be based upon the preconstruction services fee proposal included in Appendix D – Preconstruction Multiplier and Schedule of Fees & Rates.

Section 6. Fees and Payments - Construction Phase Services

6.01 GC/CM Construction Services Fee

A. During the period of construction services, Billings will pay the GC/CM an amount derived from the product of the Construction Services Fee and the Cost of the Work that results from efforts of the Project Team during the preconstruction services. The Construction Services Fee is the binding and enforceable promise of the GC/CM that will not be modified or renegotiated as a result of adjustments in the Cost of the Work. Based on the Construction Phase Multiplier (Construction Services Fee) submitted by the GC/CM in their project Price Proposal dated June 7, 2021, the Construction Services Fee is 12.50% and will apply for all construction packages during the period of construction services regardless of the magnitude of the accepted GMP Proposal.

B. GC/CM Construction Services Fee items included but are not limited to the following:
1. Wages or salaries and expenses of GC/CM executive, administrative, and management personnel not directly associated with the project work, stationed at GC/CM's principal or branch offices to manage the company operations and/or provide corporate services, such as accounting, insurance and risk management, safety and health, legal, human resources, etc. to support the company operations for general business and various projects.
2. Costs incurred by GC/CM for employee benefits, executives, management, premiums, taxes, company expenses in office equipment, computers, software, and all related offices services, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by GC/CM, to the extent such costs are based on wages and salaries paid to employees of GC/CM.
3. GC/CM's general sales, marketing and bidding costs.
4. Bidding / proposal, negotiation costs associated with responding to Billings requests for contract prices, including GMPs and other pricing formats to be included under the Construction Services Agreement.
5. General basic insurance coverages, not project specific, maintained on a routine basis for all its business activities by the GC/CM.
6. Cost of GC/CM's capital used in the performance of the work.
7. Legal costs, court costs and costs of mediation and arbitration reasonably arising from GC/CM's performance of the work.
8. Cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product, paying legal judgments against GC/CM resulting from such suits or claims. If such suits or claims are from items or circumstances specifically required by Billings, the related costs and settlements as approved by Billings will be an adjustment to the Contract price.
9. Management and staff personnel training and business planning activities.
10. Other generally accepted company overhead and general business expenses.
11. Costs for copying, record retention / storage for project related files.
12. Costs for temporary housing for GC/CM's management and staff (not-craft labor) employees, if required by the GC/CM.

13. Development and negotiation of GMP Proposals, and revisions as agreed by the GC/CM and Billings.
14. All profit or loss associated with performing the project

C. For purposes of establishing the GC/CM Construction Services Fee, the Cost of the Work means the sum of all costs, less any discounts, rebates or salvage taken by the GC/CM, necessary for the proper performance of the work at issue, as further defined below. Such costs shall be at rates not higher than typically paid in the locality of the work, except with the prior written consent of Billings. The Cost of the Work shall be based on the actual documented cost of reasonable and necessary Cost of the Work items and is a not-to-exceed reimbursable amount. As used in this definition, "reasonable and necessary Cost of the Work items paid or incurred by the GC/CM in the proper performance of the work" include: (a) costs of work necessitated by ordinary mistakes or inadvertence, (b) costs incurred in repairing or correcting defective, damaged or non-conforming work (including any warranty or corrective project implementation work performed after Substantial Completion), (c) additional costs incurred due to subcontractor delay or non-performance, (d) costs incurred in performing corrective action needed to address a failure to demonstrate compliance with the requirements for Substantial Completion; and (e) costs of Billings authorized changes to the work based on the provisions of the Contract Documents. Except as otherwise may be agreed in writing by Billings, costs included in the Cost of the Work shall include only the following items:
1. Payroll costs for craft labor in the direct employ of GC/CM on the site or off site in the performance of the work. Such craft labor shall include, without limitation, general foreman, foremen, and other craft labor personnel employed full-time or part-time on the work. Payroll costs for employees not employed full-time on the work shall be apportioned based on their time spent on the work. Payroll costs to be allowed for determination of the Cost of the Work for craft labor in the direct employ of GC/CM shall include craft labor salaries and wages plus a labor burden rate to cover all other employee related costs, including the cost of fringe benefits, social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto but excluding the General Conditions Cost and GC/CM Construction Services Fee.
2. The expenses of performing work outside of regular working hours during the week, on Saturday, Sunday, or legal holidays, shall be included to the extent authorized by Billings. Travel, lodging and subsistence expenses for craft labor acquired by the GM/GC from outside the area will be included to the extent authorized, in advance, by Billings and will be indicated as a separate line item in the Cost of the Work and Schedule of Values.
3. The allowable Labor Burden Rate on craft labor direct labor payroll costs shall be limited to a maximum of 42% of labor costs for straight time which is a maximum of eight (8) hours per business day and 30% for overtime which is in excess of eight (8) hours per business day, unless the GC/CM justifies to the satisfaction of Billings that the actual costs for such items exceed these limits. Labor burden items are the net costs actually incurred by the GC/CM for all labor related costs associated with the employment of the GC/CM's personnel in the performance of the work. For union labor, the burden rate shall be the actual amount defined by the union agreement in effect when the GMP Proposal or change proposal is submitted. If the GC/CM requests Billings' consideration of a burden rate exceeding these limits, the GC/CM shall submit complete documentation of its higher costs for Billings' review and approval at Billings' sole discretion.

4. Cost of all materials and equipment furnished and incorporated into the work, including costs of transportation thereof, and suppliers' field services required in connection with installation, testing and acceptance. All cash discounts shall accrue to GC/CM unless Billings deposits funds with GC/CM with which to make payments, in which case the cash discounts shall accrue to Billings. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Billings, and GC/CM shall make provisions so that they may be obtained.
5. Invoices, prorated to these actual quantities, including freight to site, if not transported by trucks paid for otherwise, plus applicable sales tax, shall constitute the only reimbursable materials expenses. Material prices shall be consistent with or under values established by industry guides recording the lowest prices for Billings, MT.
6. Payments made by GC/CM to subcontractors for work performed by subcontractors. As required by Billings, GC/CM shall obtain competitive bids from subcontractors acceptable to Billings and GC/CM and shall deliver such bids to Billings who will then determine, with the advice of Engineer and Project Manager which bids, if any, will be acceptable. If subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work, the subcontractor's Cost of the Work shall be determined in the same manner as GC/CM's Cost of the Work as provided herein.
7. Costs of special subconsultants including, but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.
8. Other costs included in the Cost of the Work are the following:
a. The proportion of necessary transportation, travel, and subsistence expenses of GC/CM's craft labor incurred in discharge of duties connected with the work as approved in advance by Billings.
b. Cost, including transportation and maintenance, of all materials, equipment, machinery, appliances, and hand tools in excess of $100 each not owned by the craft labor, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of GC/CM.
c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from GC/CM or others in accordance with rental agreements approved by Billings with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work. This excludes general purpose vehicles, including buses and trucks, for any GC/CM supervision, administrative and non-craft labor support personnel which are covered in the General Conditions Cost.
d. If the construction equipment is owned or leased by the GC/CM or subcontractor (of any tier), the equipment rates shall be in accordance with the properly adjusted rates indicated in the most recent Rental Rate Blue Book by Dataquest Inc. ("Blue Book"), applicable to the date additional work activity was approved, for the period of actual use of such equipment. Maximum rates for equipment not listed in the Blue Book shall be established by capacity comparisons to other listed equipment. No overtime charges shall be made for equipment operating longer than eight (8) hours per day and only daily or prorated weekly or monthly rates per day shall be allowed depending on the actual rental period. For rental equipment, the GC/CM shall provide copies of the rental agreement for each item of equipment required for the work. No payment will be made for repairs or repair down time.

e. Sales, consumer, use, and other similar taxes related to the work, and for which GC/CM is liable, as imposed by Laws and Regulations.
f. Deposits lost for causes other than negligence of GC/CM, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
g. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by GC/CM in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract), provided such losses and damages have resulted from causes other than the negligence of GC/CM, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Billings. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining GC/CM's General Conditions Cost or GC/CM Construction Services Fee.
h. The cost of utilities, fuel, and sanitary facilities directly attributable to the craft labor and construction equipment in the work at the site.
i. Cost of materials, supplies, equipment, and facilities used temporarily by the GC/CM during construction but not consumed or salvaged in the performance of the work, which will be turned over to Billings for Billings beneficial use when no longer used by GC/CM.
j. Cost less salvage value on materials, supplies, equipment, and temporary facilities used directly for the work, (e.g. ladders, scaffolding) but not consumed, and which remain the property of the GC/CM.
k. Rental charges consistent with the most recent Blue Book on all necessary temporary facilities and equipment, exclusive of hand tools used on site, whether rented from the GC/CM or elsewhere. Such rental charges include operation, installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs, that are used in the support of a subcontractor or the GC/CM's own forces in the performance of the work.
l. Subject to Montana Code, sales, use, gross receipts or similar taxes paid by the GC/CM or its subcontractors related to allowable direct costs of a GMP, legally imposed by any governmental authority.
m. Costs incurred because of an emergency affecting the safety of persons and property to the extent they are reasonable and fully documented and supported by appropriate backup documentation and are not caused by any act or failure to act by GC/CM, its employees, agents, subcontractors or suppliers of any tier.
n. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools in excess of $100 each not customarily owned by the workers, which are provided by GC/CM at the site, whether rented from GC/CM or others, and incurred in the direct performance of the work.
o. Costs for logistical control of the site, including horizontal and vertical transportation of materials, temporary roads, and parking space for craft labor.
p. Direct permit costs on a receipted actual cost basis of the necessary approvals, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
q. Costs of all necessary surveys and required reports.
r. Other costs necessarily incurred directly in the performance of the work if, and to the extent, approved in advance in writing by Billings.

D. Payments associated with contract modifications during construction will be made in accordance with the construction documents.

E. Requests for payments associated with the construction will be reviewed and paid in accordance with the construction documents.

Section 7. Billings's Responsibilities

7.01 Billings, at no cost to the GC/CM, will furnish the following information:

A. Data Billings determines pertinent to the project; however, the GC/CM will be responsible for searching records and requesting information it deems reasonably required for the project.

B. All available information pertaining to relevant policies, standards, criteria, studies, etc.

7.02 Billings additionally will:

A. Contract separately with one or more Engineers to provide engineering design services for the project. The GC/CM will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to Billings and Engineer.

B Supply, without charge, all necessary electronic format (PDF) copies of reports, background documents, drawings, and specifications, and addenda reasonably required by the GC/CM.

C. Provide the GC/CM with adequate information in its possession or control regarding Billings' requirements for the project.

D. Give prompt written notice to the GC/CM when Billings becomes aware of any default or defect in the project or non-conformance with the drawings and specifications or GMP Documents, or any of the services required hereunder. Upon notice of failure to perform, Billings may provide written notice to GC/CM that it intends to terminate the agreement unless the problem cited it cured, or commenced to be cured, within three days or GC/CM's receipt of such notice.

E. Notify the GC/CM of changes affecting the budget allocations.

Section 8. Contract Conditions

8.01 Completeness and Accuracy of GC/CM's work

A. The GC/CM will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other preconstruction Deliverables prepared or compiled pursuant to its obligations under this agreement and will at its sole own expense correct its work or Deliverables. Any damage incurred by Billings as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the GC/CM to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a GC/CM in Billings, MT would exercise under similar conditions. The fact that Billings has accepted or approved the GC/CM's work or Deliverables

will in no way relieve the GC/CM of any of its responsibilities under the agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to Billings. Correction of errors, omissions and acts discovered on architectural or engineering drawings and specifications shall be the responsibility of the Engineer.

8.02 Project Staffing

A. Prior to the start of any services or deliverable under this agreement, the GC/CM will submit to Billings, an organization chart for the GC/CM staff and subconsultants and detailed resumes of key personnel that will be involved in performing the services prescribed in the contract. Unless, otherwise informed, Billings hereby acknowledges its acceptance of such personnel to perform such services under this agreement. In the event the GC/CM desires to change such key personnel from performing such services under this agreement, the GC/CM will submit the qualifications of the proposed substituted personnel to Billings for prior approval. Key personnel will include, but are not limited to, Project Manager, Preconstruction Manager, Procurement Manager, Construction Manager, Lead Construction Superintendent, Quality Manager, Safety Manager and those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and subcontractor and major supplier selection/bidding.

8.03 Subconsultants

A. Prior to beginning the work or deliverable, the GC/CM will furnish Billings for approval, the names of all subconsultants to be used on this project. Subsequent changes are subject to the approval of Billings.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

_____
William A. Cole, Mayor

Date:_____

ATTEST:

_____
City Clerk

Date:_____

Contractor

COP Construction LLC

Name: Eric Smith

Title: Project Manager

Date: 8/9/2021

IRS Tax ID # 47-0897586

APPROVED AS TO FORM:

By_____
Thomas Pardy, City Attorney

STATE OF MONTANA)
:ss.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

_____
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires:_____

Appendix A

Basic Services of Contractor
City of Billings W.O. 19-12, West End Raw Water Pipeline Project

Section 1. Contractor's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Contractor's portion of the project as defined in the scope of work and to prepare and deliver to Billings all other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Contractor shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Contractor's work shall present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121, 18-2-122, and 18-2-501 to 503 and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Contractor. Reports will be submitted in a timely manner to permit prompt resolution of problems.

G. Name a Task Director who shall be the liaison between Billings and the Contractor. For this project the Task Director designated for the Contractor is Eric Smith, Project Manager working under the Principal-in-Charge, Joe Allen, Construction Manager

Section 2. Billings Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

B. Name a Task Director who shall be the liaison between the Contractor and Billings. For this project, the Task Director designated is Randy Straus working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

- Project Kickoff / Partner Team Meeting
  - Discuss partnering and roles of all team members
  - Discuss communication control plan
  - Review project scope and goals
  - Review requirements of Contractor's Project Management Plan (PMP)
    - Following Kickoff Meeting Contractor to prepare PMP as previously defined in Contract Part III, Supplemental Provisions, Section 3.02
  - Review major risks/Risk Plan
    - Following Kickoff Meeting Contractor to prepare Risk Register identifying risks, risk level, cost impact, schedule impact, responsible party, and approaches to minimize risk.
  - Discuss Cost model
    - Following Kickoff Meeting, Contractor to prepare cost model based on input from team. Mode is an open and transparent document that defines the Contractors pricing assumptions for use by the Owner and Engineer. The model defines costs related to labor, materials, equipment, subcontractor and supplier quotes, means & methods, productions rates, risks, direct costs, mobilization, overhead & profit.
  - Discuss ownership of project schedule
  - Discuss Team approach to price escalation
  - Discuss potential pipe materials, joining & restraining methods, installation
- Pipe Material & Size Workshop
  - Prep Items – prices, production/installation rough cost comparisons between materials
  - Goal – pick one material to base initial cost estimate on (other materials will still be considered as project progresses).
- Walk alignment/Corridor
  - Prep – One Call, RR right-of-way access
  - Goals – Feasibility of alignment to date, recommendations of alignment changes, define I90/MRL crossing method for baseline cost estimate
  - Contractor follow-up
    - Submit schedule of values for basis of cost estimate
    - Recommendations for utility conflicts
    - Recommendations for additional survey
    - Recommendations for additional Geotech
    - Recommendations for potholing
    - Recommendations for temporary easement areas
- Discuss Contractor follow-up items, Virtual Meeting
- Complete potholing/Dig Test Pits
  - Contractor to include a $15,000 allowance
- Contractor to complete and submit PMP (including Cost Model and Risk Register), Baseline Cost Estimate and Project Schedule

- Cost estimate based on one pipe material and both 36-inch and 42-inch pipe sizes
- Cost estimate to include separate line items for appurtenances, contractor contingency and for price escalation
- Assumptions – Engineer provides updated drawings from walk through.

- Review Baseline (30%) Cost Estimate and Schedule
  - Baseline Cost Estimate
    - Discuss any adjustments to format
    - Come to agreement on cost estimate
  - Schedule
    - Review schedule format
    - Review project sequencing/phasing
  - Review capacity of pipe sizes, 36-inch and 42-inch
  - Discuss and determine pipe size
  - Contractor continues to monitor material prices and inform team of any significant changes.
- Public Meeting
  - Assume prep and attendance of one public meeting
- Subcontractor and Crossings Meeting
  - Prep – Contractor provides approach for each significant crossing and information on potential subcontractors
  - Review options for crossings and come to agreement on approach
  - Discuss potential subcontractors and timing of bringing them onto Team
  - Decide on approach to subcontractors
    - Assume a tunneling subcontractor will be added to team based on qualifications
      - Project team selects subcontractor
      - Contractor to include an allowance of $5,000 for tunneling subcontractor preconstruction activities.
    - Assume other subcontractors will be based on qualification and price
- I-90/MRL Crossing Meeting
  - Follow-up to previous crossings discussion
  - Tunneling subcontractor included in meeting
  - Finalize crossing approach and land requirement for construction
  - Determine any additional Geotech pertinent to crossing
- Easement Review Meeting
  - Prep – Engineer provides most recent drawings with right-of-way and easements.
  - Go through alignment and determine where additional easements are required.
  - Follow-up
    - City prepares easements
    - Project Team reviews easements and determines any refinements.
- Meeting to Review 60% Drawings and Specs
  - Assumptions – Engineer prepares documents
- Contractor prepares and submits 60% Cost Estimate, Risk Register and Schedule

- Price Reconciliation Meeting/Value Engineering Meeting
    - Review schedule of values
    - Project team reviews and reconciles cost estimate
    - Project ream reviews schedule
    - Discuss constructability/biddability
    - Value Engineering/Innovation ideas are analyzed
        - Determine any changes to design
    - Identify risk items
    - Evaluate Contractor contingency
    - Verify if any additional field work- potholing, utility coordination, Geotech is required
    - Follow-up – Contractor provides cost savings estimate from value engineering/innovation concepts
    - Begin discussions on development of early work package(s) and GMPs to make stream, canal, ditch crossings before ground water rises and irrigation season
- Complete any additional field work
- 90% pipeline design and 100% Crossings Design
    - Assumptions – Engineer provides and distributes design documents
    - Project team reviews 100% Crossings Design and provides comments
    - Engineer updates crossing designs and submits with other documents for various permitting (MRL, MDT, Yellowstone County, BBWA, etc.)
- Contractor prepares and submits 90% Cost Estimate, Risk Register, Schedule and Cost Flow Projection
- Price Reconciliation Meeting/Value Engineering Meeting
    - Project team reviews and reconciles cost estimate
    - Project ream reviews schedule
    - Discuss constructability/biddability
    - Value Engineering/Innovation is discussed
        - Determine any changes to design
    - Review risk items.
    - Review Contractor contingency
    - Review cost flow information
    - Project team reviews plans for early work package(s) and construction contract to make stream, canal, ditch, etc. crossings before ground water rises and irrigation season; develop and agree to separate GMP(s).
    - Follow-up – Contractor adjusts Cost Model, Schedule, Pricing based on meeting
- Contractor prepares and submits 100% Cost Estimate, Risk Register and Schedule
    - Assumptions – Engineer provides signed and sealed documents
- Price Reconciliation Meeting/Value Engineering Meeting
    - Project team reviews and reconciles cost estimate
    - Project ream reviews schedule
    - Review risk items.
    - Review Contractor contingency

- Contractor prepares Guaranteed Maximum Price (GMP)
    - GMP timing to be discussed at 60%, 90% Price Reconciliation Meetings
- Project Team meets to accept GMP, agree to modify GMP or not accept GMP and end Pre-Construction Services
- Contractor bids work as applicable
    - Contractor provides bid recommendations to City/Engineer (as discussed during the subcontracting meeting)
- Miscellaneous Meetings
    - MDT
    - MRL
    - Yellowstone County
    - BBWA
    - Canyon Creek Ditch company
    - Various utilities
- Materials Pre-Procurement (could occur at anytime during process or not all)
    - Assumptions
        - Effort to pre-procure pipe (pipe payment would be under separate contract)
        - Effort to pre-procure valves (valve payment would be under separate contract)
- Additional pre-construction services
    - The Contractor may provide additional services to assist the City of Billings in the development of the project as described in the contract agreement. Additional services, if requested, will result in an amendment to the pre-construction services.

Appendix B

Methods and Times of Payment
City of Billings W.O. 19-12, West End Raw Water Pipeline Project

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Contractor for services performed under Appendix A of this Agreement. Partial payment shall be due the Contractor upon receipt of the Contractor's pay estimate, said estimate being proportioned to the work completed by the Contractor.

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

For services rendered prior to construction, Appendix A, the Contractor shall be paid based upon actual time accrued in accordance with the preconstruction services fee contained in Appendix D – Preconstruction Multiplier and Schedule of Fees & Rates, but not to exceed Ninety Eight Thousand Nine Hundred Eighty Seven Dollars ($98,987.00).

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Contractor's work which requires redoing by Billings shall be deducted from any payments due the Contractor, if the Contractor fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Contractor's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Contractor
City of Billings W.O. 19-12, West End Raw Water Pipeline Project

Extra Services of the Contractor will be paid only with written prior authorization by Billings.

Appendix D

Preconstruction Multiplier and Schedule of Fees & Rates
City of Billings W.O. 19-12, West End Raw Water Pipeline Project

This section includes the preconstruction services not-to-exceed fee proposal submitted by the Contractor and accepted by the City of Billings. The fee proposal is based on the attached schedule of rates and fees for COP Construction's key preconstruction services personnel, an estimated level of effort for these personnel to perform the Scope of Work included in Appendix A, Section 3, and a preconstruction multiplier of 17%.

The basis of the preconstruction multiplier and resulting fee is described the project's Request for Proposals (RFP), clarified in RFP Addendum No. 1 dated May 13, 2021 and applied to the Scope of Work included in Appendix A, Section 3.

COP Construction's Statement of Qualifications dated April 16, 2021 and Technical and Price Proposals dated June 7, 2021 are not attached but are part of this contract.

8/3/2021

COP CONSTRUCTION LLC
STANDARD ADMINISTRATIVE WAGES
Rates Good Through 04/01/2022

Montana

		Project Manager	Super-intendent	Project Engineer	Project Estimating
Direct - to - Person Wage rate:		55.69	46.91	27.83	46.21
Payroll Burden & Fringe					
Payroll Burden					
FICA	7.65%	4.26	3.59	2.13	3.54
FUTA	0.60%	0.33	0.28	0.17	0.28
SUTA	4.50%	2.51	2.11	1.25	2.08
General & Umbrella Liab & Add'	5.543%	3.09	2.60	1.54	2.56
Work Comp	0.99%	0.55	0.46	0.28	0.46
Subtotal Payroll Burden		10.74	9.04	5.37	8.92
Fringe Benefits					
Health	6.80 /hr	6.80	6.80	6.80	6.80
Pension or 401(k)	5.00%	2.78	2.35	1.39	2.31
Disability	0.0069	0.38	0.32	0.19	0.32
Vacation	120.00 Hrs	3.21	2.71	1.61	2.67
Holiday	80.00 Hrs	2.14	1.80	1.07	1.78
Personal/Sick days	- Hrs	-	-	-	-
Subtotal Fringe Benefits		15.31	13.98	11.06	13.88
Total Payroll Burden & Fringe		26.05	23.02	16.43	22.80
STS & Safety Equipment	0.0%	-	-	-	-
Total Labor Rate		81.74	69.93	44.26	69.01
Overhead	0.0%	-	-	-	-
Profit	0.0%	-	-	-	-
Billing Rate		81.74	69.93	44.26	69.01
Billing Rate Rounded		82.00	70.00	44.00	69.00

PreConstruction Not-to-Exceed Fee, W.O. 19-12, West End Raw Water Pipeline Project	Eric	Jon	Jason	Dave	Josh	Allowance
• Project Kickoff / Partner Team Meeting – 4 hours (PM, Estimator, Super)	4	4	4	4		
o Discuss partnering and roles of all team members						
o Discuss communication control plan						
o Review project scope and goals						
o Review requirements of Contractor's Project Management Plan (PMP)						
▪ Following Kickoff Meeting Contractor to prepare PMP as previously defined in Contract Part III, Section 3.02						
o Review major risks/Risk Plan						
▪ Following Kickoff Meeting Contractor to prepare Risk Register identifying risks, risk level, cost impact, schedule impact, responsible party, and approaches to minimize risk.						
o Discuss Cost model						
▪ Following Kickoff Meeting, Contractor to prepare cost model based on input from team. Mode is an open and transparent document that defines the Contractors pricing assumptions for use by the Owner and Engineer. The model defines costs related to labor, materials, equipment, subcontractor and supplier quotes, means & methods, productions rates, risks, direct costs, mobilization, overhead & profit.						
o Discuss ownership of project schedule						
o Discuss Team approach to price escalation						
o Discuss potential pipe materials, joining & restraining methods, installation						
• Pipe Material & Size Workshop – 3 hours (PM, Estimator, Super)	16	3	3	40		
o Prep Items – prices, production/installation rough cost comparisons between materials						
o Goal – pick one material to base initial cost estimate on (other materials will still be considered as project progresses).						
• Walk alignment/Corridor – 2 days on site (PM, Estimator, Super)	16	16		16	16	
o Prep – One Call, RR right-of-way access	2				8	
o Goals – Feasibility of alignment to date, recommendations of alignment changes, define I90/MRL crossing method for baseline cost estimate						
o Contractor follow-up						
▪ Submit schedule of values for basis of cost estimate	2		2	8		
▪ Recommendations for utility conflicts						
▪ Recommendations for additional survey						
▪ Recommendations for additional Geotech						
▪ Recommendations for potholing						
▪ Recommendations for temporary easement areas						
• Discuss Contractor follow-up items, Virtual Meeting – 1 hour (PM)	1		1	1		
• Complete potholing/Dig Test Pits	6			5	40	$15,000
o Assume 20 locations (per location price)						
• Contractor to complete and submit PMP (including Cost Model and Risk Register), Baseline Cost Estimate and Project Schedule	16	8	16	40	16	
o Cost estimate based on one pipe material and both 36-inch and 42-inch pipe sizes						
o Cost estimate to include separate line items for appurtenances, contractor contingency and for price escalation						
o Assumptions – Engineer provides updated drawings from walk through.						
• Review Baseline (30%) Cost Estimate and Schedule – 4 hours (PM, Estimator, Super)	4	4	4	4	8	
o Baseline Cost Estimate						
▪ Discuss any adjustments to format						
▪ Come to agreement on cost estimate						
o Schedule						
▪ Review schedule format						
▪ Review project sequencing/phasing						
o Review capacity of pipe sizes, 36-inch and 42-inch						

PreConstruction Not-to-Exceed Fee, W.O. 19-12, West End Raw Water Pipeline Project	Eric	Jon	Jason	Dave	Josh	Allowance
o Discuss and determine pipe size						
o Contractor continues to monitor material prices and inform team of any significant changes.	4			8		
• Public Meeting – 2 hours (PM, Estimator, Super)	2	2	2	2	2	
o Assume prep and attendance of one public meeting						
• Subcontractor and Crossings Meeting – 3 hours (PM, Estimator, Super)	3		3	3		
o Prep – Contractor provides approach for each significant crossing and information on potential subcontractors	8		4	16		
o Review options for crossings and come to agreement on approach						
o Discuss potential subcontractors and timing of bringing them onto Team						
o Decide on approach to subcontractors						
▪ Assume a tunneling subcontractor will be added to team based on qualifications						
•Project team selects subcontractor						
• Contractor to include an allowance of $XXXX for tunneling subcontractor preconstruction activities.						
▪ Assume other subcontractors will be based on qualification and price						
• I-90/MRL Crossing Meeting - 4 hours (PM, Estimator, Super, Subcontractor Team)	4	4	4	4		
o Follow-up to previous crossings discussion						
o Tunneling subcontractor included in meeting						$5,000
o Finalize crossing approach and land requirement for construction						
o Determine any additional Geotech pertinent to crossing						
• Easement Review Meeting – 3 hours (PM, Estimator, Super)	3			3	3	
o Prep – Engineer provides most recent drawings with right-of-way and easements.	16				16	
o Go through alignment and determine where additional easements are required.						
o Follow-up						
▪ City prepares easements						
▪ Project Team reviews easements and determines any refinements.						
•Meeting to Review 60% Drawings and Specs	4		4	4		
o Assumptions – Engineer prepares documents						
•Contractor prepares and submits 60% Cost Estimate, Risk Register and Schedule	8	8	8	24		
• Price Reconciliation Meeting/Value Engineering Meeting – 8 hours (PM, Estimator, Super)	8	8	8	8		
o Review schedule of values						
o Project team reviews and reconciles cost estimate						
o Project ream reviews schedule						
o Discuss constructability/biddability						
o Value Engineering/Innovation ideas are analyzed						
▪ Determine any changes to design						
o Identify risk items						
o Evaluate Contractor contingency						
o Verify if any additional field work- potholing, utility coordination, Geotech is required						
o Follow-up – Contractor provides cost savings estimate from value engineering/innovation concepts	2		2	8		
• 90% pipeline design and 100% Crossings Design						
o Assumptions – Engineer provides and distributes design documents						
o Project team reviews 100% Crossings Design and provides comments	8	8		8		
o Engineer updates crossing designs and submits with other documents for various permitting (MRL, MDT, Yellowstone County, BBWA, etc.)						
• Contractor prepares and submits 90% Cost Estimate, Risk Register, Schedule and Cost Flow Projection	8	8	8	16		
• Price Reconciliation Meeting/Value Engineering Meeting – 6 hours (PM, Estimator, Super)	6		6	6		
o Project team reviews and reconciles cost estimate						

PreConstruction Not-to-Exceed Fee, W.O. 19-12, West End Raw Water Pipeline Project	Eric	Jon	Jason	Dave	Josh	Allowance
o Project ream reviews schedule						
o Discuss constructability/biddability						
o Value Engineering/Innovation is discussed						
▪ Determine any changes to design						
o Review risk items.						
o Review Contractor contingency						
o Review cost flow information						
o Follow-up – Contractor adjusts Cost Model, Schedule, Pricing based on meeting						
• Contractor prepares and submits 100% Cost Estimate, Risk Register and Schedule	8	8	8	8	8	
o Assumptions – Engineer provides signed and sealed documents						
• Price Reconciliation Meeting/Value Engineering Meeting – 4 hours (PM, Estimator, Super)	4		4	4		
o Project team reviews and reconciles cost estimate						
o Project ream reviews schedule						
o Review risk items.						
o Review Contractor contingency						
• Contractor prepares Guaranteed Maximum Price (GMP)	8		8	8		
o GMP timing to be discussed at 60%, 90% Price Reconciliation Meetings						
•Project Team meets to accept GMP, agree to modify GMP or not accept GMP and end Pre-Construction Services – 2 hours (PM, Estimator, Super)	2		2	2		
• Contractor bids work as applicable	8			8		
o Contractor provides bid recommendations to City/Engineer (as discussed during the subcontracting meeting)						
• Miscellaneous Meetings – 1 hour each (PM)						
o MDT	4				4	
o MRL	4				4	
o Yellowstone County	2				2	
o BBWA	2				2	
o Canyon Creek Ditch company	2				2	
o Various utilities	16				16	
• Materials Pre-Procurement (could occur at anytime during process or not all)						
o Assumptions						
▪ Effort to pre-procure pipe (pipe payment would be under separate contract)						
▪ Effort to pre-procure valves (valve payment would be under separate contract)						
• Early Work Package GMP Development	40	20	20	40		
Total Hours:	**251**	**101**	**121**	**298**	**147**	
Hourly Rates (base wage, payroll burden, fringes):	**$ 82.00**	**$ 70.00**	**$ 82.00**	**$ 69.00**	**$ 44.00**	
Total Amount:	**$ 20,582.00**	**$ 7,070.00**	**$ 9,922.00**	**$ 20,562.00**	**$ 6,468.00**	**$ 20,000.00**
Pre-Construction Sub Total:	**$84,604.00**					
Pre-Construction Multiplier:	**17%**					
Pre-Construction Grand Total:	**$98,986.68**					

Appendix E

Project Schedule
City of Billings W.O. 19-12, West End Raw Water Pipeline Project

Based on a notice to proceed by Billings date no later than August 23, 2021, the completion date for the Contractor's work through preconstruction services shall be no later than June 30, 2022 based on the following estimated schedule of work:

• Project Kickoff / Partner Team Meeting	August 26, 2021
• Pipe Material and Size Workshop	September 8, 2021
• Alignment / Corridor Walkthrough	September 9 & 10, 2021
• Complete Potholing, Test Pits	October 2021
• Submit Baseline (30%) Cost Estimate & Schedule	October 4, 2021
• Submit 60% CE, Sch & Risk Register	November 19, 2021
• Submit 90% CE, Sch, RR & Cost Flow Projection	December 21, 2021
• Submit 100% CE, Sch & RR	February 7, 2022
• Ready to Construct Early Work Package(s)	March 1, 2022
• Submit Guaranteed Maximum Price (GMP)	March 4, 2022
• Notice to Proceed, Phase 2 – Construction	March 21, 2022

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Contractor is behind on this Contract due to no fault of Billings, then the Contractor hereby acknowledges the right of Billings to withhold future Contracts to the Contractor in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 19-12, West End Raw Water Pipeline Project

(Attach Certificate(s) of Insurance)

Consent 1. C.

Regular City Council Meeting
Meeting Date: 08/23/2021
Title: W.O. 21-42: SBURA Gravel Streets Improvements, Phase I, Consultant Agreement
Presented by: Debi Meling
Department: Public Works **Division:** Engineering

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 21-42: SBURA Gravel Streets Improvements, to Sanderson Stewart in the amount of $637,100.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 21-42: SBURA Gravel Streets Improvements, Phase I is a project that will improve various existing gravel and non-maintainable streets within the SBURA TIF District. The streets to be improved are Vaughn Lane, Mitchell Avenue, Morgan Avenue, Ryan Avenue and Hillview Lane which are all generally bound between Hallowell Lane and Jackson Street. A portion of Stephens Lane on the west side of Optimist Park is also contemplated within this project. Improvements will consist of replacement of the existing water main and installation of a new paved road with curb/gutter, sidewalks, drive approaches, and appurtenant drainage improvements. Existing water mains in this project are aged and have a significant and frequent break history.

Sanderson Stewart was selected for this project using the proposal process. Two other proposals were received from DOWL and KLJ Engineering. The selection was based on project team and availability; project approach; and firm qualifications and experience as related to project needs.

ALTERNATIVES

City Council may:

- Award W.O. 21-42: SBURA Gravel Streets Improvements, Phase I to Sanderson Stewart in the amount of $637,100.00; or;
- Do not award a contract. If the contract is not awarded, construction of the improvements will be delayed.

FISCAL EFFECTS

A contract for design and construction administration of this project was budgeted in FY22 using South Tax Increment Financing District (TIFD) funds. Construction of the improvements will occur in FY22 also with South TIFD funds. There are sufficient funds to award this contract.

Attachments

W.O. 21-42, Consultant Agreement

Contract for Professional Architectural and Engineering Services
W.O. 21-42
SBURA Gravel Street Improvements, Phase 1

In consideration of the mutual promises herein, City of Billings and _____ agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 10 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 page (Additional Services of Contractor);

Appendix D consisting of 4 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 18 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
B. “Billings” means the City of Billings.
C. "Contractor" means Sanderson Stewart.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
D. The Engineer shall provide as-built drawings as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.
B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
C. This Contract shall terminate at midnight on December 31, 2023.

Section 4. Compensation; Method of Payment.

A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

A. By mutual consent of the parties.
B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
B. The Contractor shall provide the following insurance:

    1. Workers' compensation and employer's liability coverage as required by Montana law.
    2. Commercial general liability, including contractual and personal injury coverage's -- $1,500,000 per occurrence.
    3. Commercial automobile liability -- $1,500,000 per accident.
    4. Professional liability in the amount of $1,500,000 per claim.

C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless

the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Mac Fogelsong
City of Billings
Public Works - Engineering
2224 Montana Ave.
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: D.J. Clark, PE, PTOE
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102 FAX: (406) 656-0967

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
2. Strikes or Work stoppages.
3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.

4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
C. Effectively controls and accounts for all municipal funds and Contract property;
D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
E. Allocates administrative costs to direct service delivery units;
F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
G. Provides accounting records supported by source documentation; and
H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
C. Every subcontract in an amount exceeding $1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than a provided in this Section.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

    Contractor: Sanderson Stewart

    Billings: City Council or Authorized Designee

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

William A. Cole, Mayor

Date:

ATTEST:

City Clerk

Date:

Contractor

Name: D.J. Clark
Title: Associate Principal
Date: August 11, 2021

IRS Tax ID #

APPROVED AS TO FORM:

By

City Attorney

Appendix A
Basic Services of Engineer
W.O. 21-42
SBURA Gravel Street Improvements, Phase 1

Section 1. Engineer's Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings but shall keep Billings advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.

D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.

E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.

F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.

G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.

H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with, and documents secured and placed in the bidding documents.

I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

J. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project, the Task Director designated for the Engineer is D.J. Clark, PE, PTOE.

Section 2. Billings Rights and Duties.

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Tyler Westrope, PE working under the City Engineer, Mac Fogelsong, PE.

Section 3. Scope of Work.

SCOPE OF WORK:

The scope of work covered by this agreement is described hereafter:

The project consists of the design, bidding, construction administration, and construction staking services for the W.O. 21-42, SBURA Gravel Street Improvements, Phase 1 project. The project will generally reconstruct portions of Vaughn Lane, Morgan Avenue, Mitchell Avenue, Ryan Avenue, Hillview Lane, and Stephens Lane. Surface improvements are to include curb and gutter, sidewalk (both sides of streets), asphalt, drive approaches, and signing and striping. Additionally, water mains and services will be replaced/improved for all but the Mitchell Avenue and Stephens Lane segments, and storm drain facilities will be constructed as required to provide adequate drainage for the project area. The specific roadway segments included in the project are listed in the table below:

Street	Limits	Description of Work
Vaughn Ln.	Hallowell Ln. to Jackson St.	Roadway improvements, storm drain (as required), and water main replacement
Mitchell Ave.	Hallowell Ln. to alley east of Hillview Ln.	Roadway improvements, storm drain (as required)
Morgan Ave.	Hallowell Ln. to Jackson St.	Roadway improvements, storm drain (as required), and water main replacement
Ryan Ave.	Hallowell Ln. to Jackson St.	Roadway improvements, storm drain (as required), and water main replacement
Hillview Ln.	Vaughn Ln. to alley south of Ryan Ave.	Roadway improvements, storm drain (as required), and water main replacement
Stephens Ln.	Simpson St. to alley north of Ryan Ave.	Roadway improvements

Professional services are to include field survey, geotechnical investigation, design of water and storm drain system improvements, roadway and traffic-related improvements, coordination with power, natural gas, cable television, telephone, petroleum, and fiber optic private utility companies on possible installations or modifications of their facilities during this project, property owner/business tenant coordination, public involvement, preparation of contract plans and specifications, permitting, project bidding and construction contract administration, construction staking survey, construction observation, and materials testing, all of which are more specifically described below and on the following pages.

Phase 100. Concept (30%)/Preliminary (60%) Design Services

Task 1. Project scoping, fee estimate, and subconsultant contracting.

Task 2. General project management, including internal meetings and administrative tasks.

Task 3. Meetings and correspondence with City of Billings staff on project-related items.

Task 4. Weekly project update e-mails will be sent to the City of Billings Project Manager (Tyler Westrope).

Task 5. Monthly project invoicing.

Task 6. Internal team meetings including a kickoff meeting and a design critique meeting during the concept design phase.

Task 7. Review of all available as-built drawings, water service records, and utility atlas maps.

Task 8. Coordination with private utility companies and review of available maps/data.

Task 9. Pre-design field visit.

Task 10. Survey control field work, including control placement, horizontal ties, levels and adjustments. Survey control will consist of either MAG Nails in asphalt or, where applicable, 18"x5/8" rebar with 2-inch aluminum caps clearly stamped SANDERSON STEWART CONTROL MONUMENT with the control point number. Control points will be spaced no more than 250 feet apart in scanning areas, and no more than 600 feet apart in non-scanning areas. All control points will be double observed to ensure horizontal accuracy within 0.04 feet. Reciprocal levels will be performed to ensure vertical accuracy to within 0.03 feet.

Task 11. Field work related to LIDAR scanning survey. Scanning will be utilized to collect topographic survey data for hard surface and vertical elements of the project corridor. We anticipate utilizing approximately 54 setups at intersection, mid-block and mid-alley locations to obtain adequate coverage of project surface features.

Task 12. Downloading and register of scanning data to create one point cloud.

Task 13. Review of LIDAR scanning data to determine if there are any voids in the scan data that need to be surveyed. Trim the point cloud and clear the data of “noise” created from traffic, pedestrians, parked cars, and tree canopy.

Task 14. Topographic survey pickups of project area to supplement LIDAR scanning data and measure-downs on existing manholes, valve boxes, and other existing sub-surface features.

Task 15. Drafting in AutoCAD of line work and point features utilizing LIDAR scanning data for use in design. Resulting CADD line

work will be integrated in a dedicated CADD file for use in design. Creation of existing conditions surface model in AutoCAD based on LIDAR scanning surface data for use in design. Unless otherwise directed by the City, the project will use the following coordinate systems:

a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.

b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.

Task 16. Preliminary geotechnical field investigation and report to be performed by SK Geotechnical. Scope of work includes:

a. Six (6) penetration test borings drilled to a depth of 15 feet;

b. Twelve (12) test holes to evaluate gravel thickness and DCPs in subgrade;

c. Two (2) piezometers will be installed for monitoring groundwater elevations.

d. Laboratory tests, including visual classification, moisture content (56), pH (2), resistivity (2), grain-size distribution (6 subgrade and 3 base), Atterberg Limits (6 subgrade and 3 base), strength testing and California Bearing Ratio (3 test), as appropriate.

e. Summary geotechnical report with recommendations for pavement section design, subgrade treatment, utility installations and groundwater remediation (if required).

Task 17. Groundwater monitoring by Sanderson Stewart via piezometers to be placed by SK Geotechnical. Monitoring would be conducted once per month from September 2021 through March 2022.

Task 18. Preliminary site visit and review of potential tree impacts by Arbortech. Conclusions and recommendations will be summarized in a report with photo exhibits.

Task 19. Preliminary review of existing and proposed centerline street alignments and grades. This task will result in preliminary, recommended profiles for each of the project streets.

Task 20. Review and analyze water main alignments with respect to other utilities. Review extents of water main replacement at side streets and determine which hydrant laterals and water services require replacement.

Task 21. Preliminary storm water analysis including delineation of contributing drainage areas, analysis of peak flows for the existing and proposed improvements for the 10-year, 24-hour design storm and analysis of existing and proposed inlet and storm drain main capacity.

Task 22. Research and review of maps and other information provided by private utility companies. This task shall also account for up to four (4) meetings with private utility companies to discuss facility locations, potential conflicts, and timing of construction.

Task 23. Preliminary geometric design layout of proposed surface improvements in AutoCAD.

Task 24. Prepare and submit concept-level (30%) plan and profile sheets to City for review of preliminary alignment and grade prior to presentation to City Council.

Task 25. Revisions to 30% design/exhibits based on City comments.

Task 26. Assistance with presentation of 30% design concepts to City Council.

Task 27. Potholing of public and private utilities at up to 24 locations (2-3 days) to verify depth and location within the project corridor. Pothole locations will be determined strategically based on potential conflicts identified through utilities research. Pothole locations will be staked by Sanderson Stewart staff. Exposed facilities will be surveyed by Sanderson Stewart staff.

Task 28. Preparation and mailing of letters to project-adjacent property owners to inform them about the project and to discuss access, drainage, and construction impact concerns.

Task 29. Follow-up meetings/correspondence with property owners. Communication will generally be maintained via phone calls and e-mail correspondence unless in-person meetings are requested. Negotiations for the purchase of right-of-way or easements (if required) are NOT included in the scope for this contract.

Task 30. Preliminary stormwater report.

Task 31. Geometric and striping design/layout updates in AutoCAD.

Task 32. Preliminary storm drain design (plan & profile) in AutoCAD.

Task 33. Preliminary water system design (plan & profile) in AutoCAD.

Task 34. Preliminary signing design in AutoCAD.

Task 35. Preliminary corridor/surface grading design in AutoCAD

Task 36. Preliminary grading details in AutoCAD

Task 37. Preliminary cross sections in AutoCAD. Cross sections will be cut at 50-ft intervals, at all driveway and alley intersection locations, and at other key project alignment locations, as required.

Task 38. Drafting in AutoCAD of typical sections to illustrate planned surface improvement details, as well as creation of other typical project details that are not included in MPWSS or the City Standard Mods.

Task 39. Labeling and dimensioning of miscellaneous plan features such

as street names, property owners, land survey information and other such pertinent information.

Task 40. General plans production/layout and review of CADD standards.

Task 41. Development of preliminary project special provisions.

Task 42. Design of preliminary construction traffic control concepts and supportive special provisions. Special provisions will address recommended sequencing and schedules for full and partial roadway closures.

Task 43. Preliminary temporary water plan.

Task 44. Up to two (2) meetings with contractors to review constructability of project.

Task 45. Performance of quantity take-off calculations and preparation of preliminary (60%) opinion of probable construction cost.

Task 46. Perform quality control review of preliminary (60%) plans, special provisions, and opinion of probable cost.

Task 47. Attend one (1) preliminary design review meeting at City of Billings – Public Works offices.

Task 48. Direct reimbursable expenses such as printing and mileage.

Phase 100 Deliverables:

Concept (30%) plan and profile exhibits, concept design PowerPoint presentation to City Council, preliminary (60%) design plans, geotechnical report and an opinion of probable construction cost. Physical deliverables to include up to four (4) sets of 11x17-sized plans/exhibits, upon request.

Phase 200. Final (90%) Design Services

Task 1. General project management, including internal meetings and administrative tasks.

Task 2. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 3. Weekly project update e-mails will be sent to the City of Billings Project Manager (Tyler Westrope).

Task 4. Monthly project invoicing.

Task 5. Additional potholing (up to 12 potholes in 1 day) to locate public and private utilities based on design development.

Task 6. Additional pick-up topographic survey (conventional) and measure-downs as required.

Task 7. Ongoing correspondence and/or meetings with landowners with questions about the project.

Task 8. Ongoing consultation with geotechnical subconsultant on design-

related details and specifications. Preliminary recommendations may be revised based on the development of design details for the project.

Task 9. Additional consultation on tree-related project impacts by Arbortech.

Task 10. Completion of storm water analysis and preparation of final Stormwater Management Design Report with associated exhibits and details.

Task 11. Final geometric design layout of proposed surface improvements in AutoCAD.

Task 12. Final design of plan and profile storm drain features in AutoCAD, including labeling and dimensioning.

Task 13. Final design of plan and profile water main and service features in AutoCAD, including labeling and dimensioning.

Task 14. Final adjustments to corridor model/surface grading design in AutoCAD.

Task 15. Updates to grading details in AutoCAD.

Task 16. Final design, dimensioning and labeling of proposed signing improvements in AutoCAD.

Task 17. Ongoing adjustments to cross sections for streets with the project infrastructure area based on design development.

Task 18. Final modifications to typical sections and other typical project details not included in MPWSS or the City Standard Mods.

Task 19. Updates to labels and dimensions in AutoCAD.

Task 20. General plans production and review of CADD standards conformance.

Task 21. Prepare final (90%) project specifications (special provisions and draft contract documents).

Task 22. Prepare final (90%) traffic control plans and special provisions.

Task 23. Prepare final (90%) temporary water plan.

Task 24. Prepare water main flushing and testing sequencing plan.

Task 25. Perform quantity take-off calculations and prepare final (90%) opinions of probable construction cost.

Task 26. Perform a detailed quality control review of final (90%) plans, specifications, and estimates of probable construction cost.

Task 27. Attend one (1) final design review meeting at City of Billings – Public Works offices.

Task 28. Direct reimbursable expenses such as printing and mileage.

Phase 200 Deliverables:

Final (90%) geotechnical report, storm report, plans, specifications, and estimate of probable construction cost. Physical deliverables to include up to four (4) sets of 11x17-sized preliminary plans and specification booklets, upon request.

Phase 300. Bid (100%) Design/Administration

Task 1. General project management, including internal meetings and administrative tasks.

Task 2. Meetings and correspondence with City of Billings staff on project-related items and issues.

Task 3. Weekly project update e-mails will be sent to the City of Billings Project Manager (Tyler Westrope).

Task 4. Monthly project invoicing.

Task 5. Prepare Montana Department of Environmental Quality (DEQ) package and submit for review and approval. Includes review fees estimated at $2700.

Task 6. Final revisions to design plans and specifications based on City of Billings and MDEQ review comments.

Task 7. Perform a detailed quality control review of bid (100%) plans, specifications, and estimates of probable construction cost.

Task 8. Assist City in administration of neighborhood meeting at location TBD to inform public about project design and construction details.

Task 9. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.

Task 10. Administration of one (1) pre-bid meeting.

Task 11. Provision of responses to contractor request for information (RFIs) during the bidding process. Preparation and distribution of bid addenda (as required).

Task 12. Attendance of virtual or in-person bid opening. Tabulation of bids and recommendation of award to the City of Billings.

Task 13. Direct reimbursable expenses such as printing and mileage.

Phase 300 Deliverables:

Final plans and specifications for review and bidding, final/bid estimate of probable construction cost, bid tabulations, and recommendation of award letter.

Phase 400. Construction Observation and Contract Administration Services (assumes a single 135-calendar day construction contract)

Task 1. General project management, including internal meetings and administrative tasks.

Task 2. Monthly project invoicing.

Task 3. Assistance to City with finalizing construction contract documents and routing for signatures.

Task 4. Scheduling, preparation for, and administration of one (1) pre-construction meeting.

Task 5. Site visit to take pre-construction photos for the purpose of documenting project features and conditions prior to the start of construction.

Task 6. Review of project shop drawings as submitted by contractor. Reviewed shop drawings to be provided to the City of Billings.

Task 7. Attendance of approximately twenty (20) weekly construction meetings with Contractor and City of Billings staff.

Task 8. Site visits by the Project Manager and/or Project Engineer(s) and subconsultants other than for the scheduled weekly meeting with the Contractor.

Task 9. Meetings with property owners to address questions or concerns during construction, as well as to notify property owners of progress and impending impacts to private property or access.

Task 10. Response to contractor-submitted requests for information (RFIs) during construction. This task shall include all necessary time for drafting plan modifications and design revisions as needed to address RFIs.

Task 11. Preparation of work change directives and/or change orders as necessary to communicate design or plan quantity changes to the Contractor.

Task 12. Preparation of valve operation requests and submittal to City of Billings for processing. Coordination with Contractor on requests.

Task 13. Coordination of materials testing per City of Billings specifications on frequency and conformance standards. Sanderson Stewart staff will coordinate schedules for testing and keep detailed records of where tests are performed relative to construction details.

Task 14. Daily observation of construction activities based on an anticipated 135-day contract duration (to Substantial Completion) and a 30-day contract duration (to Final Acceptance). Sanderson Stewart and/or SK Geotechnical will provide full-time observation services for all sub-surface water system and storm drain construction work, as well as during earthwork, paving, and

concrete installation operations.

Task 15. Review and processing of pay applications and change orders for the project. This task shall include time for verification of bid item quantities both in the office and in the field as necessary to recommend approval of pay applications.

Task 16. Review of traffic control plan proposals as made by Contractor and submittal of proposals to City of Billings with comments and recommendations for revisions and/or approval.

Task 17. Record project bid item quantities and details in-place for use in evaluating pay applications and the completion of record drawings.

Task 18. Observe storm drain and water system acceptance testing in the field. Review Contractor-provided video logs and submit to City of Billings with required forms.

Task 19. Final walk-through inspection of project once substantial completion is reached. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.

Task 20. Preparation of project record drawings for submittal to City of Billings and Montana Department of Environmental.

Task 21. One-year anniversary warranty inspection of project. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.

Task 22. Direct reimbursable expenses such as printing and mileage.

Phase 400 Deliverables:

Pre-construction conference agenda/minutes, reviewed shop drawings, work change directives (as required), reviewed pay applications and change orders, storm drain video logs and forms, copies of materials testing records, record drawings, final and one-year warranty walk-through summary memos.

Phase 500. Construction Staking

Task 1. General project management and coordination of staking requests with Contractor.

Task 2. Establishment of supplemental control for construction staking as required.

Task 3. Preparation of point files and exhibits for staking.

Task 4. Staking of subgrade for surface improvements.

Task 5. Staking of water system improvements, including mains, valves, hydrants, and service connections.

Task 6. Staking of storm drain facilities, including pipe, manholes, inlets

and treatment facilities (if applicable).

Task 7. Staking of curb and gutter, driveway and alley approaches, sidewalk, bulb-out and ADA ramp improvements.

Task 8. Blue-top staking for paving operations at 50-ft intervals on centerline only

Task 9. Staking of signing and striping improvements. Stake all actual sign locations. Stake actual striping every 50 feet. Stake miscellaneous striping features at ends, point of curves and point of tangent.

Task 10. As-built survey of installed improvements as required.

Task 11. Direct reimbursable expenses such as printing, stakes and mileage.

Phase 500 Deliverables:

In-field stakes

Exclusions from Scope of Work

The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City of Billings determines that Additional Work is required, Sanderson Stewart will provide those services for an additional agreed-upon fee.

1. Landscape or irrigation design and specifications – the City of Billings has directed that landscape improvements will not be included in this project. The Contractor will be required to stabilize and re-seed disturbed areas as per the requirements of NPDES and DEQ regulations.
2. Street lighting or electrical design and specifications, which are also excluded from this project.
3. Design, specifications or permitting related to erosion control and storm water management during construction. This work shall be considered to be the responsibility of the contractor. Sanderson Stewart will be in no way responsible for reviewing, approving or monitoring Contractor-required storm water pollution prevention plan (SWPPP) documentation or installation measures. The Contactor shall be required to prepare and submit for approval the Notice of Intent (NOI), Notice of Termination (NOT) and all related supportive materials.
4. Design of retaining walls or other structural features (not anticipated to be required at this time). If the design of such features is required for the project design, the additional services can be provided through an amendment to the contract.
5. Design of private utilities (natural gas, oil, power, fiber optic, telephone, cable television or other) facilities. Sanderson Stewart will however provide coordination with private utility companies to address any anticipated conflicts and/or replacement/relocation work.

Appendix B
Methods and Times of Payment
W.O. 21-42
SBURA Gravel Street Improvements, Phase 1

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

1.	Concept (30%)/Preliminary (60%) Design	$221,435.00
2.	Final (90%) Design	$73,910.00
3.	Bid (100%) Design/Administration	$59,010.00
4.	Construction Administration	$240,485.00
5.	Construction Staking	$42,260.00
	TOTAL CONTRACT	**$637,100.00**

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable hourly rates as referenced in Appendix D and below in Section 4.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted

annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C
Additional Services of Engineer
W.O. 21-42
SBURA Gravel Street Improvements, Phase 1

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

A. Field and laboratory testing of materials and reports.

B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D
Schedule of Professional Fees
W.O. 21-42
SBURA Gravel Street Improvements, Phase 1

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

(Please see attached rate sheets)

SANDERSON STEWART

Billings
Bozeman
Denver
Fort Collins

CHARGE OUT RATES EFFECTIVE SEPTEMBER 2020

At Sanderson Stewart, we strive to provide great customer service and value. While we can offer the traditional method of billing by hourly charge rates, we strongly encourage our current and prospective clients to consider a lump sum arrangement in determining your overall project compensation. Fixed-fee projects can result in substantial savings over our posted hourly billing rates and provide a level of certainty at the outset of your project.

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	$ 265.00 /hour
Principal	$ 205.00 /hour
Senior Engineer II	$ 185.00 /hour
Senior Engineer I	$ 145.00 /hour
Project Engineer II	$ 125.00 /hour
Project Engineer I	$ 120.00 /hour
Staff Engineer II	$ 110.00 /hour
Staff Engineer I	$ 100.00 /hour
Engineer Intern	$ 65.00 /hour
Engineer Assistant	$ 55.00 /hour
Senior Land Planner	$ 145.00 /hour
Land Planner	$ 130.00 /hour
Right-of-Way Agent	$ 145.00 /hour
Senior Landscape Architect II	$ 145.00 /hour
Senior Landscape Architect I	$ 130.00 /hour
Landscape Architect I	$ 120.00 /hour
Landscape Designer II	$ 100.00 /hour
Landscape Designer I	$ 95.00 /hour
Senior Professional Land Surveyor	$ 145.00 /hour
Professional Land Surveyor	$ 120.00 /hour

Staff Surveyor II	$ 105.00 /hour
Staff Surveyor I	$ 85.00 /hour
Field Survey Technician II	$ 85.00 /hour
Field Survey Technician I	$ 75.00 /hour
Marketing Director	$ 135.00 /hour
Graphic Artist	$ 95.00 /hour
Photographer	$ 180.00 /hour
Web Developer	$ 100.00 /hour
Senior Designer II	$ 110.00 /hour
Senior Designer I	$ 100.00 /hour
Designer I	$ 95.00 /hour
CADD Technician II	$ 85.00 /hour
CADD Technician I	$ 80.00 /hour
Senior Construction Engineering Technician	$ 120.00 /hour
Construction Engineering Technician	$ 90.00 /hour
Construction Inspector	$ 85.00 /hour
Project Administrator	$ 85.00 /hour
Administrative/Clerical	$ 75.00 /hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew	$ Per Job

OUTSIDE CONSULTANTS

1) At cost if independently billed direct to client.
2) Cost plus 5% if billed through us.

INDEPENDENT LABORATORIES

1) At cost if independently billed direct to client.
2) Cost plus 5% if billed through us.

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) based on professional services only	3.5% *

* *unless modified by contract*

Appendix E
Project Schedule
W.O. 21-42
SBURA Gravel Street Improvements, Phase 1

Based on a notice to proceed by the City of Billings by a date no later than September 7, 2021, the completion date for the Engineer's work shall be:

A. Concept (30%)/Preliminary (60%) Design	November 24, 2021
B. Final (90%) Design	January 7, 2022
C. Bid (100%) Design/Administration	March 4, 2022
D. Construction Services and Contract Administration	September 30, 2023

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

ENGIINC-02 CTHELEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Engineering, Inc. DBA Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Montana State Fund	15819
	INSURER C : Travelers Casualty Ins Co of America	19046
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPP 0318062	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			EPP 0318062	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EPP 0318062	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		031048770	7/1/2021	7/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional			105269194	4/17/2021	4/17/2022	Liability	2,000,000
C	Pollution			105269194	4/17/2021	4/17/2022	Liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Umbrella policy extends over the General Liability, Automobile Liability, and Employer's Liability Coverage on the Work Comp policy.
Effective 7/1/2021 Workers' Compensation Waiver of Subrogation applies if required in written contract with insured.

Additional Insured per GA227

W.O. 21-42 – SBURA Gravel Streets Improvements, Phase 1 project

CERTIFICATE HOLDER

City of Billings
PW Engineering
2224 Montana Avenue
Billings, MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Thelen

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855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com

ENGINEERING INC
SANDERSON STEWART
1300 N TRANSTECH WAY
BILLINGS MT 59102

Policy #: 03-104877-0
Team: Premier
Date: 06/28/2021

Policy Period: 07/01/2021 - 07/01/2022
Effective Date of Endorsement: 07/01/2021

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights agains third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: JOHN ROBERTS

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
6. Waiver Of Subrogation	10
7. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
8. Property Damage To Borrowed Equipment	14
9. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
10. Broadened Notice Of Occurrence	15
11. Nonowned Aircraft	15
12. Bodily Injury Redefined	15
13. Expected Or Intended Injury Redefined	15
14. Former Employees As Insureds	15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500

b. Loss Of Earnings: $ 500

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8. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

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(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the con-

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duct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

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such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

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(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

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d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of

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Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

7. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

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1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-

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completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **7.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **7.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **7.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **7.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **8. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance**, **8. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **8. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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9. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

10. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

11. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

12. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

13. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

14. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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City Council Regular

Date:	08/23/2021
Title:	Notice of Termination of Purchase and Sale Agreement - Stillwater Building
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No

RECOMMENDATION

Staff recommends terminating the Purchase and Sale Agreement dated July 13, 2021 between the WC Commercial, LLC as "Seller" and the City of Billings as "Buyer".

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On July 12, 2021, Council approved the Purchase and Sale Agreement of the Stillwater Building. The Agreement provides that the due diligence period expires sixty (60) days after the effective date (July 13, 2021), which is September 11, 2021. Additionally, the Agreement requires the parties to close on the property no later than September 15, 2021. The Notice of Termination is being provided pursuant to Section 8 of the Purchase and Sale Agreement, which provides in pertinent part:

Buyer, in Buyer's sole judgment, may elect to terminate this Agreement following Buyer's inspection and assessment, with or without cause. If Buyer chooses to terminate this Agreement, Buyer must notify Seller in writing within sixty (60) days of the Effective Date of this Agreement (the "Due Diligence Period").

The City of Billings hired a number of experts to inspect the Stillwater Building.Those experts provided their reports to the City. The Inspection Reports recommend repairs and replacements that total approximately $7 million. The City has evaluated those recommendations and has determined, at a minimum, the cost of the repairs that would be required prior to occupancy totals $3,541,500. By deferring the remainder of the recommended repairs, this would place the immediate cost of the building at more than $20.5 million.

City Administrator Kukulski and Assistant City Administrator Kevin Iffland met with Joe Holden on August 18, 2021 to discuss moving forward based on presented information. Mr. Holden was not interested in reducing the $17 million price. He did indicate he may provide the City with another option, which may include build out of three floors.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

No fiscal effects based on this decision.

SUMMARY

Staff recommends terminating the Purchase and Sale Agreement dated July 13, 2021 between the WC Commercial, LLC as "Seller" and the City of Billings as "Buyer". If Council does not approve this termination, there will not be sufficient time for Council to take action on any issues or to terminate the Agreement prior to the expiration of the due diligence period on September 11, 2021. If this amendment is not approved, Council will lose the right to terminate the contract as provided for under section 8. of the Agreement.

Attachments

Purchase and Sale Agreement
Notice to Terminate

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** ("Agreement") is effective as of the execution date of the last party to sign this Agreement ("Effective Date"), by and between **WC Commercial, LLC**, an Alaska limited liability company, ("Seller"), and **The City of Billings, Montana** ("Buyer") with respect to the following:

BACKGROUND

A. Seller is the owner of certain real property located in Yellowstone County, more commonly known as the Stillwater Building.

B. Seller desires to sell the real property, more particularly described in **Exhibit A**, of this Agreement (the "Property") and Buyer desires to purchase the Property from Seller upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

AGREEMENT

1. Purchase and Sale. Upon all the terms and conditions of this agreement Buyer agrees to purchase the following from Seller:

a. Land. The real property, including all right, title, and interest therein, located in Yellowstone County, Montana, together with all rights, privileges, easements, and rights of way appurtenant to the Land (the "Land");

b. Improvements. All improvements, structures, and fixtures now existing or installed on the Land;

c. Personal Property. Except for items sold by Seller prior to closing, personal property of Seller located at the Property shall transfer to Buyer via a Bill of Sale at Closing.

d. Other Land Rights. All mineral, oil and gas, and other subsurface rights, development rights, air rights, water rights, and other rights appurtenant to the land or associated with the Property.

Purchase Price; Payment. The total combined purchase price shall be Seventeen Million and no/100 dollars ($17,000,000.00).

Buyer Shall pay Seventeen Million and no/100 dollars ($17,000,000.00) to Seller at Closing. The Purchase Price (as adjusted to reflect any credits for prorations customary for a transaction this size and type) shall be paid by Buyer on the Closing Date.

2. Conveyance.

a. Property. Seller shall convey the Property by Warranty Deed, free and clear of all liens and encumbrances, only subject to the standard and usual printed exceptions and exclusions found in title commitments and title policies, including the following:

i. Liens to secure payment of general real property taxes and assessments, not yet due and payable;

ii. All exceptions and easements prior to July 1, 2016, and those easements of record. All easements for sprinklers, data cables, and the emergency telephone line for use by the adjacent sky bridge, whether or not of record and to be recorded subject to an Encroachment and Easement Agreement concurrent with the closing of this transaction; and those exceptions and easements disclosed in the Commitment (defined below) which are either approved or waived by Buyer;

iii. Any exceptions, easements, or restrictions as specifically agreed by the parties under this Agreement; and

iv. All applicable laws, ordinances, rules, and governmental regulations (including, but not limited to, those relative to building, zoning, and land use) affecting the development, use, occupancy, or enjoyment of the Property.

The warranty deed shall be given with the usual covenants expressed in § 30-11-110, Montana Code Annotated, subject to and with respect to the items specifically enumerated above.

Seller shall deliver the finished portions of the Property in broom clean condition and shall deliver all unfinished portions of the Property with all waste removed prior to Closing. For the avoidance of doubt, drywall and other personal property conveyed from Seller to Buyer under this Agreement and the bill of sale does not constitute waste under this paragraph.

3. Title Matters. Buyer shall obtain or order an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by an ALTA title insurance commitment – the "Commitment"). The Commitment shall be equal to the purchase price, committing to insure merchantable title to the Property in Buyer's name, free and clear of all liens and encumbrances, if any, which will be assumed by Buyer at closing. Notwithstanding the foregoing, reasonable exceptions for easements necessary for the fire system and data cables for the security system and cameras associated with the Sky Bridge shall not be an objectionable exception to Property title.

Buyer shall provide a copy of the Commitment to Seller no later than ten (10) days after the Effective Date. Buyer shall pay and be solely responsible for the Standard Coverage Policy along with any additional premiums or other costs in addition to the premium for standard coverage if Buyer elects to obtain ALTA extended coverage or any title endorsements to the title insurance policy.

Buyer shall have twenty (20) days after receipt of the Commitment (the "Review Period") to examine the Commitment and to notify Seller in writing of any objections Buyer has to matters shown or referred to in the Commitment. Buyer shall provide written notice to Seller of any objection under the Commitment (other than any mortgage, judgment, or liens which Seller shall satisfy at Closing) (the "Title Objections"). Seller shall proceed with reasonable diligence to cure any Title Objections and have the objections removed from the Commitment. If Seller is unable to cure or remove the Title Objections within thirty (30) days of receipt of Buyer's notice, then

either party may terminate this Agreement by providing written notice of termination to the other party. If Buyer makes no objections to the Commitment within the Review Period, then Buyer shall: (a) accept the Commitment and (b) waive objection to the exceptions in the Commitment, which exceptions shall become "Permitted Exceptions".

4. Representations and Warranties of Seller. In addition to any other representations or warranties contained in this Agreement or in any documents delivered by Seller at Closing, Seller represents and warrants the following, all of which shall be true as of the Closing Date:

a. Seller has full right, power, and authority to enter into and perform all of the obligations required of Seller under this Agreement, including, without limitation, transferring the Property to Buyer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any governmental agency, department, or body, or any third parties.

b. Neither the execution, delivery, and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller.

c. Seller has good and merchantable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property under the terms of this Agreement. No person (other than Buyer) has a right to acquire any interest in the Property. The Property will be transferred free of all liens or other encumbrances at the Closing, other than the Permitted Exceptions.

d. There are no unrecorded judgments, lawsuits, or legal proceedings outstanding, pending or threatened against Seller that encumber the Property.

e. There is one suit over a construction lien for the parking garage to be settled and the lien dismissed before closing. As of closing there will be no judgments presently outstanding and unsatisfied against Seller. Seller is not involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

f. The subject property is known to have contained a significant quantity of Asbestos Containing Materials ("ACMs") in the existing construction materials. Seller reportedly performed abatement of the ACMs in 2016 and 2017. Seller shall provide Buyer all relevant reports and documentation demonstrating the proper removal and disposal of the ACMs from the subject property, along with detailed information regarding any remaining ACMs, including their location and quantity, encapsulated or otherwise, within two business days after execution of this Agreement.

Beside the hazardous substances described in environmental site assessments or other documents that have been disclosed to Buyer, Seller has no knowledge of any other hazardous substances that exist on, under, or at the Property, or that have been disposed of

at the Property. Seller has not received written notice that the Property is or may be in violation of any applicable federal, state, or municipal law or regulation regarding hazardous substances. Seller has no knowledge of underground fuel storage tanks on the Property, or Seller has fully disclosed the location and existence of all underground fuel storage tanks currently existing or historically located on the Property.

g. To Seller's knowledge, except for the sky bridge, there are no encroachments upon the Property nor does any improvement on the Property encroach upon any property owned by others.

h. To Seller's knowledge, except for easements for the sky bridge as described in this Agreement, there are no easements, rights-of-way, or claims thereof over or across the Property that are not recorded in the office of the Clerk and Recorder of Yellowstone County, Montana.

i. Seller has no knowledge of any fact or condition that materially and adversely affects the Property other than those facts or conditions set forth in this Agreement or in other documents, certificates, or written statements furnished to Buyer in connection with the transactions contemplated by this Agreement. Seller has no knowledge of any asbestos, lead paint, mold or pesticides remaining or being present on the Property, except for asbestos in the transformer room and above the soffits where asbestos in or around second floor cantilevers over the first floor walls has been encapsulated.

j. There is legal access to and from all of the parcels of the Property from a publicly dedicated right-of-way, through other parcels included in the Property and transferred under this Agreement, through easements of access between the public right-of-way and the parcel, or through easements of access that will be placed upon land retained by Seller as part of this transaction, if necessary, to provide access to the Property.

k. All utilities (water, wastewater, electricity, and internet) are connected to the Property and are connected to the building.

5. Representations and Warranties of Buyer. In addition to any other representations or warranties contained in this Agreement or in any documents delivered by Buyer at Closing, Buyer represents and warrants the following, all of which shall be true as of the Closing Date:

a. Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, and neither Seller nor Seller's agents or attorneys make any warranties or representations to Buyer about the Property (or the associated personal property), except as specifically stated herein. Buyer agrees to take the property "**AS IS**" and in its present condition and state of repair.

6. Mutual Conditions to Closing. Each party's obligation to perform under this Agreement is contingent upon:

a. The representations and warranties of the other party being true and correct as of the Effective Date of this Agreement and upon the Closing Date; and

b. Each and every obligation of the Buyer and Seller being fully performed in accordance with this Agreement.

7. Buyer's Conditions to Closing. In addition to any other contingencies contained in this Agreement, Buyer's obligation to perform under this Agreement is contingent upon:

a. The Property remaining in the same condition at Closing as it was on the Effective Date;

b. Buyer's satisfaction of the Commitment or Seller's agreement to eliminate or ameliorate any title exceptions to the satisfaction to Buyer on or before Closing, subject to the provisions of paragraph 3 above;

c. All mortgages, judgments, and liens encumbering the Property being discharged prior to Closing;

d. Final approval of the terms of the purchase must be approved by the Billings City Council during a regular business meeting prior to Closing;

e. No additional encumbrances, restrictions, or other adverse title conditions being attached or placed against the title to the Property after the Effective Date, other than conditions specifically entered between the Parties to this Agreement as part of this transaction.

f. The execution of an Assignment and Assumption Agreement, at closing, that is acceptable to the Buyer in its sole and exclusive discretion that is generally consistent with Exhibit D hereto; and

g. The execution and recording of an Encroachment and Easement Agreement, at closing, that is acceptable to Buyer in its sole and exclusive discretion.

8. Buyer's Review of the Property; Related Documents and Materials. Buyer and Buyer's agents shall have the right to inspect and assess the Property and any Property conditions identified through any independent inspections of the property from qualified inspectors or advisors selected by Buyer. Buyer, in Buyer's sole judgment, may elect to terminate this Agreement following Buyer's inspection and assessment, with or without cause. If Buyer chooses to terminate this Agreement, Buyer must notify Seller in writing within sixty (60) days of the Effective Date of this Agreement (the "Due Diligence Period"). Upon termination under this section, neither Buyer nor Seller shall have any further obligations to the other. These inspections include, but are not limited to:

a. The Buyer's Review of the Property and Related Matters. Buyer shall be satisfied with certain aspects of the Property and its condition and suitability for Buyer's intended use thereof, including, without limitation, the condition of the soil, environmental matters, engineering matters, and the zoning of the Property. During the Due Diligence Period,

Buyer, its agents, employees, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours following not less than twenty-four (24) hours' prior notice to Seller, to conduct such inspections, surveys and tests as may be necessary in Buyer's reasonable discretion, including, without limitation, soils tests; environmental analysis; structural, geological, or engineering studies; and land use or related studies. If Buyer elects to conduct any tests in connection with any Phase II environmental report or any other tests which involve drilling, boring, or other similar intrusive or invasive action on or under the Property, then Buyer shall provide Seller with at least twenty-four (24) hours' notice prior to conducting any such tests. Buyer shall use care and consideration in connection with any of its inspections or tests and Seller shall have the right to be present during any inspection of the Property by Buyer or its agents. Buyer shall restore the Property to its original condition after any and all tests or inspections. If Buyer chooses to terminate the Agreement for any reason, all surveys, engineering, and studies shall be passed to Seller without obligation to Seller.

b. Review and Approval of Documents and Materials. Within ten (10) days of the Effective Date, Seller will deliver to Buyer the following:

   i. Copies of any lease agreements affecting the Property, together with any exhibits or amendments to the lease agreements;

   ii. Copies of documentation in Seller's possession relating to the CAM charges under the lease agreement with Yellowstone County. Documents shall include contracts, insurance policies, budgets, prorations, budgets, financial statements, statements, expenses, etc.;

   iii. Copies of any Phase I, Phase II or other environmental reports, engineering reports, or surveys completed for the Property, if any;

   iv. A list documenting the operating expenses incurred by Seller associated with the Property for the previous two (2) years along with any reimbursements made by tenant(s);

   v. Existing blueprints, site plans (which shall, among other things, show all infrastructure and easements pertaining to the Property), engineering data, grading plans, topographical maps, surveys, field notes and maintenance records, and service or maintenance contracts relating to the use, ownership or development of the Property (including identification of all utility infrastructure) that are in Seller's possession or control, if any;

   vi. Copies of any documentation establishing that the artwork within the Property has been offered to the United States Government through the Administrator of General Services Administration, in accordance with the covenants and restrictions contained in the Quitclaim Deed dated July 31, 2013, and recorded August 2, 2013 under Document No. 3678005;

   vii. Copies of any warranty agreements relating to the construction or remodel of the Property, if any;

viii. Any and all other documents in Seller's possession relating to the property including, but not limited to, Certificates of Occupancy, Easement Agreements, any notices of encroachment or eminent domain, Property Condition Reports, tenant sales reports for the most recent three years, tenant financials (if reported to Seller), zoning letter, and tax statements, as applicable; and

ix. Copies of all existing contracts related to the Property, including but not limited to elevator contracts, service contracts, janitorial contracts, maintenance contracts, security systems, fire suppression systems, etc.

c. Confirmation of Intended Use and Feasibility. Buyer is entitled to inquire as to the feasibility of obtaining all developmental approvals for Buyer's intended use of the Property ("Developmental Approvals") from any governmental authority having jurisdiction over the Property.

If Buyer determines that it is dissatisfied with any aspect of the Property, its condition, its suitability for Buyer's intended use, or any of the Documents and Materials, then Buyer may terminate this Agreement, by delivering written notice to Seller and Closing Agent of Buyer's election to terminate on or before the expiration of the Due Diligence Period. Except as otherwise expressly provided in this Agreement, neither party shall have any further rights or obligations under this Agreement following a termination under this Section 8.

9. Sky Bridge. The terms of this agreement do not include any transfer of ownership of the Sky Bridge, generally located on the East side of the building, crossing over N 26th Street, and connecting to the Stillwater Garage. Any utilities or infrastructure for the Sky Bridge that rely on the subject property for service shall be limited to the fire system riser, data cables for the security system, and cameras.

10. Indemnification. Each party shall indemnify and hold the other harmless from and against any and all liabilities, claims, actions, suits, damages, and costs (including attorney fees) arising out of any inaccuracy, misrepresentation, breach, or default of any representation, warranty, covenant, or obligation of the party under this Agreement.

11. Default and Remedies.

a. If Seller accepts the offer contained in this Agreement, but fails to timely close as required by this Agreement, Buyer may:

i. Demand that Seller specifically perform Seller's obligations under this Agreement;
ii. Demand that Seller pay monetary damages for Seller's failure to perform the terms of this Agreement; and
iii. Demand any other remedy at law or in equity.

b. If Seller accepts this Agreement and satisfactorily performs but Buyer fails to timely close as required by this Agreement, Seller may:

i. Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement; and
ii. Demand any other remedy at law or in equity, including specific performance.

The rights and remedies provided by this Agreement and granted to Buyer and Seller under this section are cumulative and are not exclusive of any rights and remedies provided by law.

12. Termination. This Agreement may be terminated, upon delivery of proper notice, as follows:

a. By the mutual agreement of the parties in writing;

b. By either party if any condition precedent to the terminating party's obligation to perform this Agreement is not satisfied and such condition is not waived by the terminating party at or prior to the Closing;

c. By either party if the other party refuses, neglects or otherwise fails to perform in material breach of this Agreement; or

d. By any other method expressly permitted under this Agreement.

13. Closing. The closing of this Agreement ("Closing") shall occur on or before September 15, 2021, unless mutually extended by the parties, at the office of the Closing Agent. The parties may agree to close the transaction at any other mutually convenient time or place. The actual date of the Closing is referred to as the "Closing Date" in this Agreement. Buyer and Seller will deposit with the Closing Agent all instruments and monies or deliverables necessary to complete the purchase in accordance with this Agreement. Possession and risk of loss shall pass from Seller to Buyer on the Closing Date.

a. Closing Agent. First Montana Title Company of Billings, MT at 2737 Montana Ave., Billings, MT shall act as the Closing Agent for this transaction.

b. Closing Costs & Fees. The costs and fees associated with Closing, including recording fees, will be paid by Buyer.

c. Prorations. Buyer and Seller shall prorate any real property taxes, assessments, and Property Owners Association dues for the current year as of the Closing Date.

14. Related Agreements.

a. County Lease. Buyer's obligation to perform under this Agreement is contingent upon Buyer's approval of the lease agreements affecting the Property and execution of an assignment and assumption agreement (including a release of Seller) for such leases, assigning Seller's interest in the lease(s) to Buyer. Buyer, at Buyer's option, may require that Seller provide tenant estoppel certificates or other documentation from lease tenant(s) to establish the lease terms and provisions.

b. Sky Bridge Encroachment and Easement Agreement. Buyer's obligation to perform under this Agreement is contingent upon Buyer and Seller entering an Encroachment and Easement Agreement relating to the Sky Bridge with terms and conditions acceptable to Buyer in its sole discretion. The Encroachment and Easement Agreement will include, amongst other provisions, an access easement for the City and its employees, guests and

invitees for the purpose of ingress and egress to and from the Stillwater Building over and through the Sky Bridge that connects the Stillwater Building and the Stillwater Garage.

15. Miscellaneous.

a. 1031 Exchange. The parties mutually acknowledge that either or both may intend to complete a tax deferred exchange under IRC Section 1031, and each party represents that any exchange will not delay the Closing or cause additional expense to the other party. The parties' rights under this Agreement may be assigned to a Qualified Intermediary selected by them for the purpose of completing the exchange. The parties agree to cooperate with one another and the Qualified Intermediary selected (in the manner described in this paragraph) to complete the exchange.

b. Captions. The captions and the sections of this Agreement are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Agreement.

c. Assignment. Buyer may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign or otherwise transfer its respective rights under this Agreement to another entity or department of Buyer authorized to take title to the Property to be purchased under this Agreement.

d. Binding Effect. This Agreement is binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

e. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.

f. Time is of the Essence. Time is of the essence with respect to the performance of each of the covenants and conditions of this Agreement. If the date for performance of any act or expiration of time period falls on a Saturday, Sunday or legal holiday, then the time for performance or the date of expiration of time period shall be extended to the next successive day which is not a Saturday, Sunday or legal holiday.

g. Further Assurances. The parties shall deliver to each other (without additional compensation) any additional documentation and shall perform any additional acts and execute and deliver any instruments, notices, receipts, and documents, to carry out and give effect to the terms and intent of this Agreement.

h. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

i. Entire Agreement. This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Buyer and Seller, and supersedes any other written or oral agreements between Buyer and Seller.

j. Modification. This Agreement can be modified only in writing, signed by Buyer and Seller. No provision of this Agreement may be changed, waived, discharged, or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

k. Attorney's Fees; Costs. In the event of any dispute or litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including reasonable attorneys' fees, costs, and expenses.

l. Choice of Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Montana. The parties agree that Yellowstone County, Montana is the proper place of venue for any dispute arising under the Agreement.

m. Facsimile; Counterparts. A facsimile copy of this Agreement or a copy of this Agreement transmitted by e-mail containing the signature of any party shall be accepted as the original and shall be binding upon the signing party to the same extent as would a copy of this Agreement containing the party's original signature. Upon request of a party, a party signing and delivering this Agreement by facsimile or e-mail shall deliver to the requesting party a copy containing the signing party's original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document.

n. Brokers. The parties acknowledge and agree that this is a sale by Seller to Buyer, and that no party has engaged the services of any real estate broker nor licensee in connection with this transaction. Each party shall indemnify and hold harmless the other against any claim of commission by a broker or agent which claim is based on an alleged agency relationship with the indemnifying party.

o. Notices. Any notice, consent, approval, waiver, or election that any party shall be required or permitted to make or give under this Agreement shall be in writing and shall be hand delivered, sent by First Class United States Mail, postage prepaid, or sent by email if accompanied by confirmation of receipt, with the original sent by First Class United States Mail, postage prepaid, to the respective parties at the addresses listed below:

To Buyer:	City of Billings c/o Gina Dahl 210 North 27th Street Billings, MT 59101
Email:	dahlg@billingsmt.gov
Phone:	406-657-8205

With a copy to (but which shall not constitute notice to Buyer)
Moulton Bellingham PC
c/o Doug James or Bryce Burke
PO Box 2559
Billings, MT 59103-2559
Email: Doug.James@moultonbellingham.com
Bryce.Burke@moultonbellingham.com
Phone: 406-248-7731

To Seller: WC Commercial, LLC
c/o Joseph W. Holden
316 North 26th Street
Billings, MT 59101
Email: joe@holden7.com
Phone: 406-690-1394

With a copy to (but which shall not constitute notice to Seller)
Hendrickson Law Firm PC
c/o Mark E. Noennig
208 North Broadway, Suite 324
Billings, MT 59101
Email: mark@hendricksonlawmt.com
Phone: 406-245-6238

To Escrow Holder: First Montana Title Company
2737 Montana Ave.
Billings, MT 59101
Phone: 406-248-3000

p. Exhibits. The following exhibits and schedules are attached to this Agreement and are incorporated by this reference into this Agreement:

Exhibit A. Legal Description of Property.

Exhibit B. Warranty Deed.

Exhibit C. Bill of Sale.

Exhibit D. Assignment and Assumption Agreement.

Exhibit E. Encroachment and Easement Agreement relating to the Sky Bridge.

16. Offer Expiration. This offer expires at 5:00 P.M. MDT on July 15, 2021. Failure by Seller to execute and give proper notice to Buyer of Seller's acceptance renders this Agreement null and void, unless extended in writing and signed by both parties.

17. Statutory disclosures.

a. MOLD DISCLOSURE: The following disclosure is given pursuant to Montana Mold Disclosure Act, Montana Code Annotated § 70-16-703. There are many types of mold.

Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or local health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose and throat irritation. Certain strains of mold may cause infections particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center for Disease Control and Prevention is studying the link between mold and serious health conditions. The Seller, its partners, agents and attorney cannot and do not represent or warrant the absence of mold. It is the Buyer's obligation to determine whether a mold problem is present. To do so, the Buyer should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

b. RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated § 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

c. SMOKE DETECTORS: Seller represents that the Property is equipped with smoke detectors.

d. WATER RIGHT OWNERSHIP UPDATE DISCLOSURE. By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with Montana Code Annotated § 85-2-424, could result in a penalty against the transferee and rejection of the deed for recording. The parties acknowledge and agree that the Buyer shall pay the fee required to be paid in connection with the transfer of the water rights.

e. MEGAN'S LAW. Certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If Buyer desires further information, Buyer may contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

IN WITNESS WHEREOF, Buyer and Seller hereby execute this Agreement to Purchase and Sell Real Property.

BUYER:

CITY OF BILLINGS, MONTANA

William A Cole

By: William A. Cole
Its: Mayor

Date: 7-13-21

SELLER:

WC COMMERCIAL, LLC
An Alaska limited liability company

Joseph W Holden

By: Joseph W. Holden
Its: Member

Date: 7.13.2021

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

This legal description is subject to change based on the receipt of the Commitment. Based on a review of publicly available data, the Property includes the following described real property located in Yellowstone County, Montana:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.

Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

EXHIBIT B – WARRANTY DEED

[Separately Attached]

Upon recording, return to:
Doug James
Moulton Bellingham PC
P.O. Box 2559
Billings, MT 59103-2559
Telephone (406) 248-7731

Warranty Deed

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **WC Commercial, LLC**, an Alaska limited liability company ("**Grantor**") does hereby grant and convey unto **The City of Billings, Montana** ("**Grantee**"), all of Grantor's right, title, and interest in and to the following real property, located in Yellowstone County, Montana, more particularly described as follows:

> Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312.
>
> Together with all rights in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, fixtures and improvements thereon and all water and ditch rights, rights of way, tenements, hereditaments, privileges and appurtenances thereto, now owned or hereafter acquired, however evidenced, used or enjoyed with said property.

Together with all rights-of-way, tenements, hereditaments, privileges, and appurtenances thereto used in connection with such an undivided interest in the real property described herein, and together with all minerals and mineral interests, including, without limitation, any and all oil, gas, hydrocarbons, coal, clay, gravel, sand, scoria, and other similar minerals or mineral interests, including, without limitation, royalties, overriding royalties, leasehold interests, working interests, or similar interests, in and to the above-described real property not heretofore conveyed to or excepted or reserved by others.

TO HAVE AND TO HOLD unto Grantee, and to Grantee's heirs and assigns forever, subject to the following:

a. Reservations and exceptions in patents from the United States and the State of Montana;

b. Covenants, rights, restrictions, reservations, agreements, and easements prior to July 1, 2016, and those of record;

c. All building, use, zoning, sanitary, and environmental restrictions of record;

d. Taxes and assessments for the current year and thereafter; and

e. All outstanding mineral, oil and gas interests, royalties, leases, reservations, and conveyances of record.

EXCEPT with reference to the items referred to in paragraphs (a) to (e) inclusive, this Deed is given with the usual covenants expressed in Section 30-11-110, MCA.

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, 2021.

WC COMMERCIAL, LLC
An Alaska limited liability company

_____
Printed Name: Joseph W. Holden
Its: Member

STATE OF Montana
COUNTY OF Yellowstone

This instrument was signed or acknowledged before me on this ____ day of _____, 2021 by JOSEPH W. HOLDEN, the member of WC Commercial, LLC

_____
Notary Public for the State of Montana
Residing at_____
My Commission Expires _____

EXHIBIT C – BILL OF SALE

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is dated as of _____ ___, 2021, from **WC Commercial, LLC**, an Alaska limited liability company ("**Seller**"), to **The City of Billings, MT** ("Buyer").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts from Seller, all of the right, title and interest that Seller possesses and has the right to transfer in and to the personal property located within the Stillwater Building, as more particularly described in the Purchase and Sale Agreement between the parties (the "Assets").

2. Seller warrants to Buyer that on the date hereof, Seller is the true and lawful owner of the Assets, holds good, absolute, and marketable title in and to the Assets, and has full corporate power and authority to sell and convey the Assets.

3. By accepting delivery of this Bill of Sale, Buyer acknowledges that Seller makes no additional representations or warranties with respect to the Assets being conveyed, unless specifically set forth in the Purchase and Sale Agreement, and Buyer accepts the personal property "as is."

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered on the date first above written.

SELLER:

WC COMMERCIAL, LLC
An Alaska limited liability company

_____

Printed Name: Joseph W. Holden
Its: Member

EXHIBIT D – ASSIGNMENT AND ASSUMPTION AGREEMENT

[Separately Attached]

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment"), is made, entered into and effective as of _____, 2021 ("Effective Date"), by and between **WC COMMERCIAL, LLC**, an Alaska limited liability company ("**Assignor**"), the **CITY OF BILLINGS**, ("**Assignee**") and **Yellowstone County**, ("**Tenant**").

RECITALS

A. This Assignment and Assumption Agreement relates to a Lease For A Portion Of The Third Floor Of The Stillwater Building in Billings, Montana, pursuant to which Assignor is the Landlord and Yellowstone County is the Tenant, (the "Lease"). A true and correct copy of the foregoing Lease is attached hereto as Exhibit "A". The Lease is dated January 23rd, 2018. Pursuant to the Lease, Yellowstone County is a Tenant in the Stillwater Building with leased premises of approximately 17,395 square feet, (the "Premises").

B. Assignor and Assignee are parties to that Purchase and Sale Agreement dated _____, 2021, wherein Assignor is the Seller and Assignee is the Buyer. Pursuant to the Purchase and Sale Agreement, Assignor as Seller intends to sell and convey to Assignee as Buyer all of Assignor's right title and interest in and to all of the property known as the Stillwater Building, of which the Premises are a part.

C. This Assignment is being made for the purposes of: (1) assigning the Lease from Assignor to Assignee; (2) obtaining Yellowstone County's consent to the assignment; and (3) having Yellowstone County release Assignor from all future obligations and duties under the Lease from and after the date of the Assignment to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, conveys, and delivers to Assignee all interest in and right to the Lease.

2. Assumption of Obligation. Assignee hereby expressly assumes and all of the obligations of the Landlord under the Lease from and after the Effective Date of this Assignment.

3. Consent of the Tenant. Tenant hereby expressly consents to the Assignment of the Lease from Assignor to Assignee.

4. Release of Assignor. Tenant agrees that Assignor shall be and is released from all obligations and liability under the Lease from and after the Effective Date of this Assignment. The County agrees that from and after the Effective Date of this Assignment, it shall look exclusively to Assignee as its Landlord.

5. Representations of County. The County, as Tenant, makes the following representations to the City in connection with the Lease:

A. Tenant is the tenant under the Lease. There have been no amendments, modifications or revisions to the Lease.

B. The Lease has been duly authorized and executed by Tenant and is in full force and effect. Attached hereto as Exhibit A is a true, correct, and complete copy of the Lease together with all amendments, modifications and revisions related to the Lease. No other documents govern the relationship between Landlord and Tenant other than the Lease.

C. The Lease has not been assigned, by operation of law or otherwise, by Tenant. Tenant has not received any notice of the assignment by Landlord to any party of the Landlord's interest in the Lease.

D. The Lease has a Commencement Date of May 23, 2018 and an expiration date of May 22, 2025. There is one (1) consecutive renewal term of three (3) years.

E. As of the date hereof, Rent has been paid through _____, 2021.

F. Neither Tenant nor, to the best of Tenant's knowledge, Landlord is in default under the Lease and no event has occurred that, with the giving of notice or passage of time, or both, could result in a default under the Lease.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, and representatives of the respective parties hereto.

7. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against any other party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs.

8. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Montana without regard to conflict of law principles.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument

10. Cooperation. Assignor hereby agrees to and shall execute and deliver to Assignees any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR: WC COMMERCIAL, LLC

By: _____
Joseph W. Holden
Its: Member

ASSIGNEE: CITY OF BILLINGS

By: _____
William A. Cole
Its: Mayor

TENANT: YELLOWSTONE COUNTY BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

_____
Donald Jones, Chairman

_____
John Ostlund, Commissioner

_____
Denis Pitman, Commissioner

MOULTONBELLINGHAM PC
ATTORNEYS

27 North 27th Street
Suite 1900
P. O. Box 2559
Billings, Montana 59103-2559
Phone (406) 248-7731
Fax (406) 248-7889

Doug James
Doug.James@moultonbellingham.com

August 19, 2021

WC Commercial, LLC
c/o Joseph W. Holden
316 North 26th Street
Billings, MT 59101

Re: Notice of Termination of Purchase & Sale Agreement

Dear Mr. Holden:

This letter serves as formal notice that the City of Billings has elected to terminate the Purchase and Sale Agreement dated July 13, 2021, between the WC Commercial, LLC as "Seller" and the City of Billings as "Buyer".

This Notice of Termination is being provided to you pursuant to Section 8 of the Purchase and Sale Agreement, which provides in pertinent part:

> Buyer, in Buyer's sole judgment, may elect to terminate this Agreement following Buyer's inspection and assessment, with or without cause. If Buyer chooses to terminate this Agreement, Buyer must notify Seller in writing within sixty (60) days of the Effective Date of this Agreement (the "Due Diligence Period").

The City of Billings hired a number of experts to inspect the Stillwater Building. Those experts provided their reports to the City, copies of which are enclosed for your information. The Inspection Reports recommend repairs and replacements that total approximately $7 million. The City has evaluated those recommendations and has determined, at a minimum, the cost of the repairs that would be required prior to occupancy totals $3,541,500. By deferring the remainder of the recommended repairs, this would place the immediate cost of the building at more than $20.5 million.

The City of Billings remains interested in the Stillwater Building. We invite you to continue our discussions and negotiations. However, given the present circumstances, the City has elected to terminate the Purchase and Sale Agreement dated July 13, 2021.

Sincerely,

MOULTON BELLINGHAM PC

By: _____
DOUG JAMES

DJ/jc
Encls.
cc: Hendrickson Law Firm PC
c/o Mark E. Noennig
208 North Broadway, Suite 324
Billings, MT 59101

First Montana Title Company
2737 Montana Ave.
Billings, MT 59101

4848-0484-1718, v. 3

City Council Regular

Date:	08/23/2021
Title:	High Sierra Subdivision, 10th Filing - Final plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of High Sierra Subdivision, 10th Filing.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On July 26, 2021, Sanderson Stewart applied for final minor plat approval for High Sierra Subdivision, 10th Filing. The proposed subdivision creates 37 lots for residential development. The subject property is generally located north of Annandale Road in the Billings Heights. The property is zoned Suburban Neighborhood 3 (N3). The land is currently dryland agricultural.

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of High Sierra Subdivision, 10th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:

76-3-611. Review of final plat.

(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat meets the criteria outlined in 76-3-611 above.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

Attachments

Final Plat
SIA
Conditions of Approval

PLAT OF

HIGH SIERRA SUBDIVISION, 10th FILING

BEING LOT 2A-1 OF THE AMENDED PLAT OF LOT 2A, BLOCK 2, MARISELA SUBDIVISION, SITUATED IN THE SW1/4 OF SECTION 9, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC

MARCH, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 10th 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 are 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: _____ Attest: _____
Mayor City Clerk

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
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 annexed and foregoing plat conforms with Section 76-4-125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____ , 20____ .

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed 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 as nearly as 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.

Date: _____

Reviewed by: _____

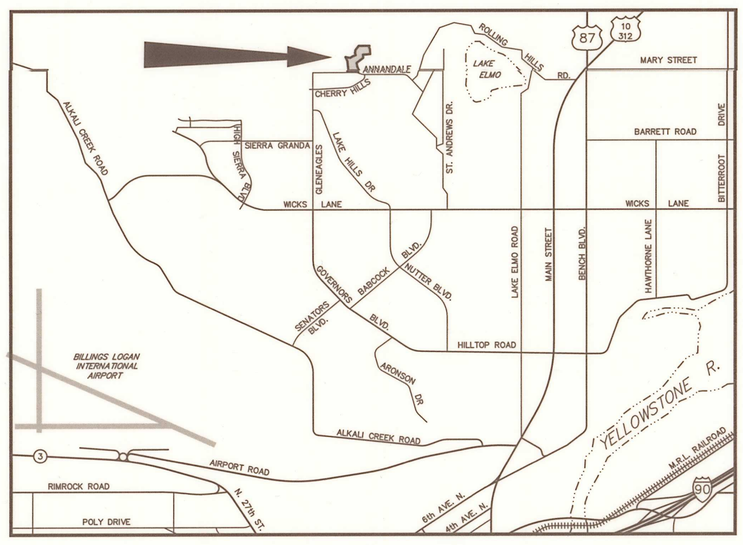
CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy



VICINITY MAP

NOT TO SCALE

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II, INC., the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SW1/4 of Section 9, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said tract being more particularly described as follows, to-wit:

Lot 2A-1 of Amended Plat of Lot 2A, Block 2, Marisela Subdivision, according to the official plat on file in the office of the clerk & recorder of Yellowstone County, Montana, under Document No. 3968495.

The park requirement for this subdivision has been met by a previous land donation with the platting of High Sierra Subdivision, 14th Filing.

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 HIGH SIERRA SUBDIVISION, 10th FILING, and the lands included in all street, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC., a Montana corporation

By: _____

Title: Vice Pres

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 20 day of July, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Landy Leep, known to me to be the person who signed the foregoing instrument as Vice President of HIGH SIERRA II, INC., a Montana corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

HEATHER LEWIS NOTARIAL SEAL STATE OF MONTANA
HEATHER LEWIS
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 6, 2022

Heather Lewis
Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during February, 2021, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 10th 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 annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 10.263 acres and the net area is 8.133 acres.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: July 20, 2021

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____ , _____

DRAINAGE EASEMENT

Document No.: _____

TEMPORARY STORMWATER DRAINAGE & DETENTION EASEMENT

Document No.: _____

TEMPORARY TURNAROUND EASEMENT

Document No.: _____

RESERVED FOR CLERK AND RECORDER

82061_136_HIGH_SIERRA_10TH_FINAL_PROD.DWG 82061.136 07/16/21 MDB

PLAT OF

HIGH SIERRA SUBDIVISION, 10th FILING

BEING LOT 2A-1 OF THE AMENDED PLAT OF LOT 2A, BLOCK 2, MARISELA SUBDIVISION, SITUATED IN THE SW1/4 OF SECTION 9, T. 1 N., R. 26 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC

PREPARED BY : SANDERSON STEWART

MARCH, 2021

BILLINGS, MONTANA

AREA DATA

37 LOTS	8.133 AC
DEDICATED PARKLAND	0.000 AC
RIGHT-OF-WAY DEDICATION	2.130 AC
GROSS AREA	10.263 AC

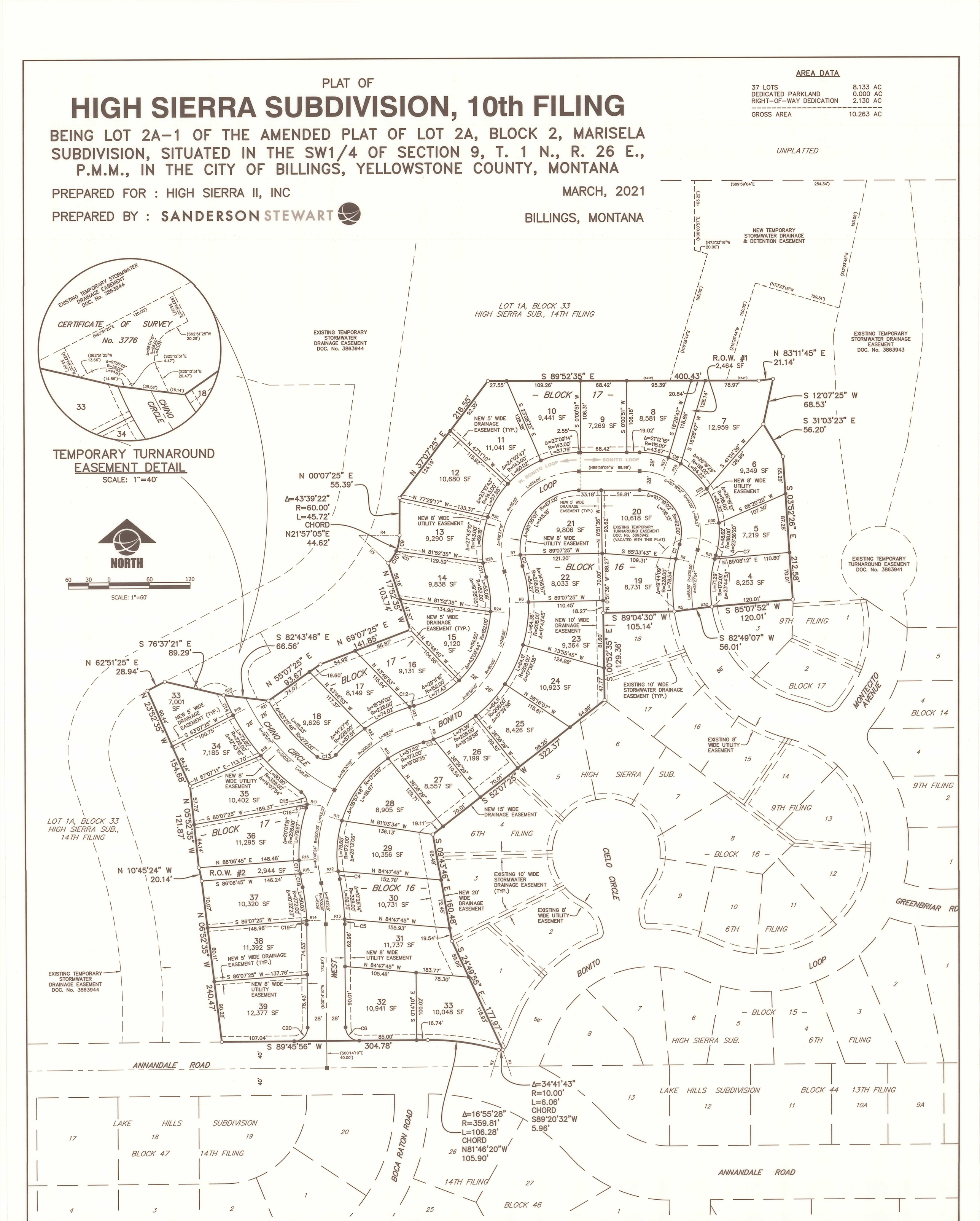
TEMPORARY TURNAROUND EASEMENT DETAIL

SCALE: 1"=40'

NORTH

60 30 0 60 120

SCALE: 1"=60'



BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF LOT 39, BLOCK 17 OF THIS SURVEY IS -0°03'36". DISTANCES ARE INTERNATIONAL FEET. THE GRID TO GROUND COMBINED SCALE FACTOR IS 0.999998926; FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- ○ FOUND SURVEY MONUMENT, REBAR WITH PLASTIC CAP MARKED "SANDERSON STEWART".
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

RADIAL TABLE		RADIAL TABLE	
Line #	Bearing	Line #	Bearing
R1	N 18°00'19" W	R18	N 49°24'05" E
R2	N 16°41'24" E	R19	N 62°07'20" E
R3	N 46°13'14" W	R20	N 67°50'58" E
R4	S 89°52'35" E	R21	N 60°56'46" E
R5	N 81°59'27" E	R22	S 34°53'55" E
R6	S 78°16'24" E	R23	S 16°17'53" E
R7	N 84°24'49" E	R24	N 86°58'23" W
R8	S 88°20'29" W	R25	N 81°54'57" E
R9	N 18°56'31" W	R26	S 70°21'52" E
R10	S 33°46'58" E	R27	S 21°13'05" W
R11	S 72°44'46" E	R28	S 31°04'53" W
R12	S 82°03'08" W	R29	S 57°24'23" W
R13	S 88°28'35" W	R30	S 83°43'33" W
R14	S 88°34'44" W	R31	S 74°31'51" E
R15	N 83°06'53" E	R32	N 81°43'16" E
R16	N 88°08'33" E	R33	N 66°57'00" W
R17	N 84°30'36" W		

CURVE TABLE				CURVE TABLE			
Curve #	Delta	Radius	Length	Curve #	Delta	Radius	Length
C1	5°36'18"	228.00'	22.30'	C11	8°31'25"	143.00'	21.27'
C2	11°01'17"	87.00'	16.74'	C12	1°40'29"	228.00'	6.66'
C3	4°19'07"	208.00'	15.68'	C13	86°52'05"	20.00'	30.32'
C4	4°00'47"	172.00'	12.05'	C14	5°43'37"	328.00'	32.79'
C5	1°17'14"	328.00'	7.37'	C15	60°13'13"	20.00'	21.02'
C6	89°59'54"	20.00'	31.42'	C16	12°40'26"	20.00'	4.42'
C7	1°51'44"	172.00'	5.59'	C17	5°01'40"	228.00'	20.01'
C8	9°51'48"	118.00'	20.31'	C18	5°04'32"	228.00'	20.20'
C9	22°55'35"	60.00'	24.01'	C19	1°11'06"	272.00'	5.63'
C10	20°43'47"	60.00'	21.71'	C20	90°00'06"	20.00'	31.42'

RESERVED FOR CLERK AND RECORDER

82061_136_HIGH_SIERRA_10TH_FINAL_PROD.DWG 82061.136 07/16/21 MDB

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

HIGH SIERRA SUBDIVISION, TENTH FILING

CITY OF BILLINGS

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, TENTH FILING

THIS AGREEMENT is made and entered into this ___ day of _____ 20__, by and between **HIGH SIERRA II, INC.,** whose address for the purpose of this agreement is 175 North 27th Street, Suite 900; Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the 25th day of February, 20 20 the Board recommended for approval, subject to certain conditions, an area known as the High Sierra Subdivision, Tenth Filing; and

WHEREAS, at a regular meeting held on the 23rd day of March, 20 20 the City Council approved, subject to certain conditions, a preliminary plat of High Sierra Subdivision, Tenth Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of High Sierra Subdivision, Tenth Filing, upon filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

No variances are being requested with this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required five-foot-wide boulevard-style sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the geotechnical investigation report for this property, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical investigation prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner.

D. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

E. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

F. There is attached hereto a waiver waiving the right to protest the creation of the special improvement district, or districts, which, by this reference, is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners, of the developments described herein. Said waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

G. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities, and any issue arising therefrom, is the responsibility of the lot owners.

III. TRANSPORTATION

A. Streets

Bonito Loop, West Bonito Loop and Chino Circle within the subdivision shall be public and shall be located within a 56-foot right-of-way and have a street width of 34-foot back of curb to back of curb. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code.

Annandale Road shall be a minor arterial and shall be located within an existing 80-foot right-of-way and have a street width of 49-foot back of curb to back of curb. Annandale Road shall be built to grade with satisfactory subbase, base course, curb and gutter and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code. The Annandale Road improvements adjacent to Lot 39, Block 17 High Sierra Subdivision, Tenth Filing will not be required at this time, but will be required at the time of development of a future filing of High Sierra Subdivision immediately west of the west property line of lot 39, Block 17 of High Sierra Subdivision, 10th Filing.

B. Sidewalks

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual lot owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction.

The sidewalk along the Annandale Road frontage of Lot 39, Block 17 is not required at this time. The sidewalk adjacent to Lot 39, Block 17 will be constructed with a future private contract that constructs Annandale Road to the west. The construction of Annandale Road and sidewalk adjacent to Lot 39, Block 17 will be required with a future filing of High Sierra Subdivision immediately west of the west property line of Lot 39, Block 17 of High Sierra Subdivision, 10th Filing.

A 10-foot-wide sidewalk shall be constructed in the 20-foot wide right-of-way corridors and shall be installed at the time of private contract construction.

C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time. If streetlights are installed, a maintenance district will be formed for future maintenance of the street lights.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

A master plan traffic accessibility study has been completed for High Sierra Subdivision A master plan traffic accessibility study has been completed for High Sierra Subdivision, Fifth through Twelfth Filing. That study analyzed impacts to eight intersections affected by additional traffic generated with the development of High Sierra. Three of those intersections were noted for improvements: Wicks Lane/Fantan Street; Wicks Lane/Gleneagles Blvd;

and Wicks Lane/St. Andrews Dr. An update to the study has been completed for this filing. Based on the 37 lots proposed within this subdivision, the percent of traffic contribution to these intersections is as follows:

Wicks/Fantan:	0.91%	$2,275.00
Wicks/Gleneagles:	0.82%	$2,050.00
Wicks/St. Andrews:	0.72%	$1,800.00

As requested by the City of Billings Public Works Department, cash contributions to intersection improvements will be determined at the time of final plat.

E. Access

Two accesses will be provided for the subdivision from Bonito Loop and Annandale Road and West Bonito Loop and Annandale Road. Location of these accesses shall be subject to review and approval by the City Engineering Office.

F. Billings Area Bikeway and Trail Master Plan

No bikeway or trail requirements for this specific area.

G. Public Transit

There are no MET Transit routes that service this subdivision currently. No improvements regarding MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Bonito Loop and Annandale Road and West Bonito Loop and Annandale Road. The City will provide emergency service. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division. Because the City of Billings storm drain system is not available in the area of the subdivision, stormwater will be handled on site through surface flow on the streets, inlets, and piping. The stormwater design for High Sierra Subdivision, Tenth Filing, will conform to the current City of Billings Stormwater Management Manual.

A cut-off ditch has been constructed west of the residential lots in this subdivision and direct stormwater runoff to the north. The Subdivider will construct temporary stormwater detention pond north of the subdivision that will remain in place until the permanent stormwater facilities are constructed with a future filing of High Sierra Subdivision. The stormwater ditch and stormwater detention pond will be located in an easement and will allow for access and maintenance.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings and the County Water District of Billings Heights.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers

to the Public Works Department, Distribution and Collection Division, and the County Water District of Billings Heights. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to the Subdivision Improvements Agreement shall be subject to the appropriate buy-in fee for the County Water District of Billings Heights in effect at the time of payment. Fees shall be paid as applied for in the extension application and as per the first paragraph above.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules and regulations of, and as approved by the City of Billings Public Works Department, County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to an existing water main stub located in Bonito Loop and Annandale Road. The existing water main in these streets is an 8-inch in diameter main and is a part of the County Water District of Billings Heights water distribution system. A new 8-inch water main will be installed in the local interior streets. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

B. Sanitary Sewer

The subdivision will be served by one connection to an existing 8-inch sanitary sewer main located in Bonito Loop. A connection will also be made to the sanitary sewer main located in Annandale Road. The sanitary sewer that is connected to Annandale Road will be 10-inch diameter and will be extended north in West Bonito Loop and Chino Circle. The remaining sanitary sewer located within the subdivision will consist of an 8-inch sanitary sewer main. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way, where possible, and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The park land required for this subdivision is 0.895 acres. The Subdivider dedicated land for a public park that included a dedication to cover this subdivision with the filing of High Sierra Subdivision, 14th Filing. Therefore, no additional parkland is required with High Sierra Subdivision, 10th Filing.

Lot owners are advised they will be subject to inclusion in a Special Improvement District (SID) for the development and a Parks Maintenance District (PMD) for the operation and maintenance of this and future parks within High Sierra Subdivision.

VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a preliminary geotechnical analysis for this property dated June 16, 2014.

Recommendations from the report include:

1. Approximately 6-inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.

2. Site and lot grading can be accomplished using conventional earthmoving equipment. In areas where significant cuts will be made for streets and utility installation the auger was able to drill to depths of 25-feet. Typically, if the shale can be drilled with an auger it can also be excavated with a large track hoe.

3. Fill should be placed and compacted to a minimum of 97 percent relative compaction, in accordance with the ASTM D698 compaction test method.

4. Provide positive drainage away from residences.

5. Street subgrade, utility trenches, parking areas and concrete flatwork should be placed at a minimum of 97 percent of ASTM D698.

6. A large track hoe or specialized equipment may be required during foundation excavations, depending on the location and depth of the excavation. Auger refusal was encountered in several of the borings at depths of 9 to 12 feet. The boring logs should be reviewed for conditions across the site.

7. For home construction, the majority of the foundation will be located on weathered sandstone bedrock or weathered shale bedrock. Two alternative foundation recommendations are provided within the geotechnical report.

IX. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

X. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. The Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.

C. The covenants, agreements, and all statements in this agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement, or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement, or any provisions herein, shall be made in writing and executed in the same manner as this original document, and shall, after execution, become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. The Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

HIGH SIERRA II, INC.

By: _____

Its: Vice Pres

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 21 day of July, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Landy Lepp, known to me to be the person who signed the foregoing instrument as the Vice President of **HIGH SIERRA II, INC.**, and who acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

HEATHER LEWIS NOTARIAL SEAL STATE OF MONTANA

HEATHER LEWIS
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 6, 2022

Heather Lewis

Notary Public in and for the State of Montana
Printed name: Heather Lewis
Residing at: Laurel, MT
My commission expires: Feb. 6, 2022

This Agreement is hereby approved and accepted by City of Billings, this_____day of_____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this_____day of_____, 20_, before me, a Notary Public for the State of Montana, personally appeared_____, and , known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

High Sierra Subdivision, Tenth Filing

Signed and dated this 20th day of July, 2021.

"SUBDIVIDER" **HIGH SIERRA II INC.**

VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 20 day of July, 2021, before me, a Notary Public in and for the State of Montana, personally appeared__, known to me to be **HIGH SIERRA II INC.**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Heather Lewis

Notary Public in and for the State of Montana
Printed Name: Heather Lewis
Residing at: Laurel MT
My commission expires: Feb 6, 2022

HEATHER LEWIS NOTARIAL SEAL STATE OF MONTANA

HEATHER LEWIS
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 6, 2022

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

March 23, 2020

High Sierra II, Inc.
175 N 27th St Suite 900
Billings, MT 59101

Dear Applicant:

On March 23, 2020, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 10th Filing, subject to the following conditions of approval:

1. To provide for the installation of utilities and mitigate impacts on local services, prior to final plat approval, recordable easement documents shall be provided with the final documents for the temporary turnaround at the end of Chino Circle.

2. To provide for the proper location and installation of a Central Box Unit (CBU), prior to final plat approval, the applicant will coordinate where a CBU would be best for deliveries from the USPS.

3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

City Council Regular

Date:	08/23/2021
Title:	High Sierra Subdivision, 15th Filing - Final plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council approve the final plat and SIA of High Sierra Subdivision, 15th Filing.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On July 26, 2021,Sanderson Stewart applied for final major plat approval for High Sierra Subdivision, 15th Filing. The proposed subdivision creates 27 lots for residential development. The subject property is generally located northwest of Gleneagles Boulevard and north of Matador Avenue. The property is zoned Suburban Neighborhood 3 (N3). The land is currently vacant land with dryland grasses on it.

ALTERNATIVES

The City Council may approve, conditionally approve or disapprove the final plat of High Sierra Subdivision, 15th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:
76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat meets the criteria outlined in 76-3-611 above.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

Attachments

Final Plat
SIA
Conditions of Approval

PLAT OF

HIGH SIERRA SUBDIVISION, 15TH FILING

BEING THE REMAINDER OF BLOCK 28, LESS LOTS 17–24 AND DEDICATED PARKLAND, WITHIN HIGH SIERRA SUBDIVISION, 14TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

MARCH, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____ .

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed 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 as nearly as circumstances will permit.

_____ _____
Examining Land Surveyor Date

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
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 APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 15th 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 are 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: _____ Attest: _____
Mayor City Clerk

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That HIGH SIERRA II, INC., the owner of the following described tract of land, does hereby certify that he has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 17, T. 1 N., R. 26 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to–wit:

The remainder of Block 28, less Lots 17–24 and Dedicated Parkland, within High Sierra Subdivision, 14th Filing, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3944844.

The park requirement for this subdivision has been previously met with the platting of High Sierra Subdivision, 14th Filing.

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 HIGH SIERRA SUBDIVISION, 15th FILING, and the lands included in all street, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC., a Montana corporation

By: _____

Title: Vice Pres

HEATHER LEWIS
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 6, 2022

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 20 day of July, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Landy Leep, known to me to be the person who signed the foregoing instrument as Vice President of HIGH SIERRA II, INC., a Montana corporation, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Heather Lewis
Notary Public in and for the State of Montana

CERTIFICATE OF COUNTY TREASURER

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

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

CERTIFICATE OF CITY ATTORNEY

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

Date: _____

Reviewed by: _____

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of March, 2021, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 15th 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 annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 7.057 acres and the net area is 5.336 acres.

SANDERSON STEWART

By: _____

Montana License No. 18972LS

Date: July 20, 2021

MONTANA
MICHAEL DEAN
BERTRAM
18972LS
LICENSED
PROFESSIONAL LAND SURVEYOR

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

DRAINAGE EASEMENT

Document No.: _____

TEMPORARY STORMWATER DRAINAGE & DETENTION EASEMENT

Document No.: _____

RESERVED FOR CLERK AND RECORDER

PLAT OF

HIGH SIERRA SUBDIVISION, 15TH FILING

BEING THE REMAINDER OF BLOCK 28, LESS LOTS 17–24 AND DEDICATED PARKLAND, WITHIN HIGH SIERRA SUBDIVISION, 14TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

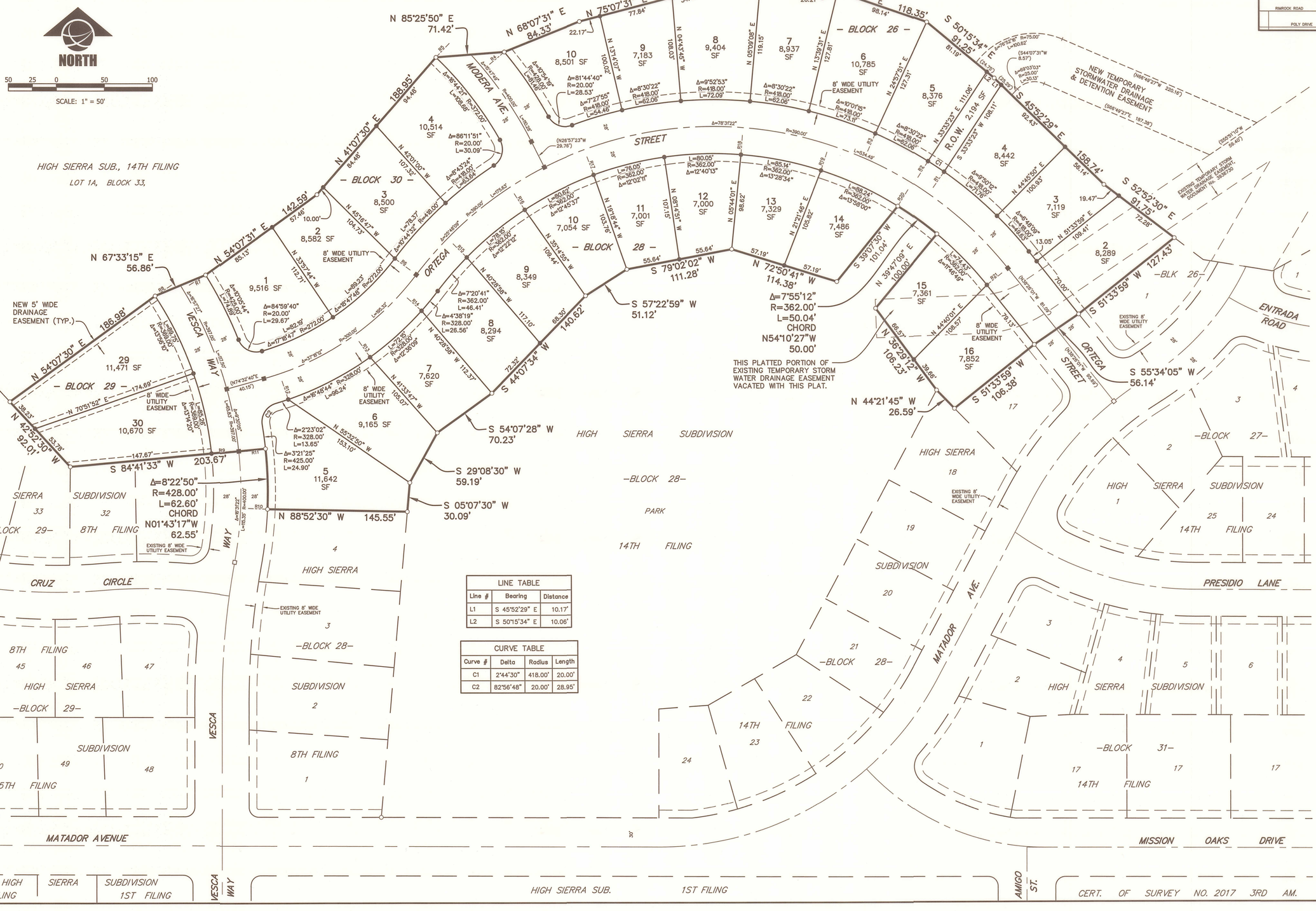
PREPARED FOR : HIGH SIERRA II, INC.

MARCH, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

AREA DATA	
NET AREA (27 LOTS)	5.336 AC
DEDICATED PARKLAND	0.000 AC
ROAD DEDICATION	1.721 AC
GROSS AREA	7.057 AC


NORTH
50 25 0 50 100
SCALE: 1" = 50'
HIGH SIERRA SUB., 14TH FILING
LOT 1A, BLOCK 33,
N 85°25'50" E 71.42'
N 66°07'31" E 84.33'
N 75°07'31" E 134.41'
N 88°07'31" E 119.98'
S 70°52'29" E 118.35'
S 50°15'34" E 91.25'
S 45°52'29" E 92.43'
S 52°52'30" E 91.75'
S 51°33'59" W 127.43'
S 55°34'05" W 56.14'
N 44°21'45" W 26.59'
S 51°33'59" W 106.38'
N 35°29'12" W 106.23'
N 39°47'09" E 100.00'
S 39°07'30" W 101.04'
N 72°50'41" W 114.38'
S 79°02'02" W 111.28'
S 57°22'59" W 51.12'
S 54°07'28" W 70.23'
S 29°08'30" W 59.19'
S 05°07'30" W 30.09'
N 88°52'30" W 145.55'
S 84°41'33" W 203.67'
N 42°52'30" W 92.01'
N 54°07'30" E 186.98'
N 67°33'15" E 56.86'
N 54°07'31" E 142.59'
N 41°07'30" E 188.95'
Δ=84°59'40" R=20.00' L=29.67'
Δ=77°18'47" R=272.00' L=367.02'
Δ=15°47'48" R=272.00' L=75.00'
Δ=6°44'21" R=372.00' L=109.09'
Δ=86°11'51" R=20.00' L=30.09'
Δ=8°43'24" R=418.00' L=63.64'
Δ=7°27'55" R=418.00' L=54.46'
Δ=8°30'22" R=418.00' L=62.06'
Δ=9°52'53" R=418.00' L=72.09'
Δ=10°01'15" R=418.00' L=73.11'
Δ=8°30'22" R=418.00' L=62.06'
Δ=8°30'22" R=418.00' L=62.06'
Δ=76°52'30" R=75.00' L=100.62'
Δ=69°03'03" R=35.00' L=30.13'
Δ=78°31'22" R=390.00' L=534.48'
Δ=12°02'11" R=362.00' L=76.05'
Δ=12°40'13" R=362.00' L=80.05'
Δ=13°28'34" R=362.00' L=85.14'
Δ=13°56'00" R=362.00' L=88.24'
Δ=12°45'37" R=362.00' L=80.62'
Δ=12°22'12" R=360.00' L=77.76'
Δ=7°20'41" R=362.00' L=46.41'
Δ=4°38'19" R=328.00' L=26.56'
Δ=16°48'44" R=328.00' L=96.24'
Δ=2°23'02" R=328.00' L=13.65'
Δ=3°21'25" R=425.00' L=24.90'
Δ=8°22'50" R=428.00' L=62.60'
Δ=7°55'12" R=362.00' L=50.04'
Δ=4°48'00" R=468.00' L=39.23'
Δ=2°44'30" R=418.00' L=20.00'
Δ=4°48'00" R=468.00' L=39.23'
Δ=1°47'49" R=362.00' L=11.35'
Δ=0°47'49" R=362.00' L=5.03'
Δ=3°35'50" R=368.00' L=23.08'
Δ=2°44'30" R=418.00' L=20.00'
Δ=3°35'50" R=368.00' L=23.08'
Δ=8°43'24" R=418.00' L=63.64'
Δ=8°13'24" R=418.00' L=60.00'
Δ=8°13'24" R=418.00' L=60.00'
Δ=8°13'24" R=418.00' L=60.00

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, FIFTEENTH FILING

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HIGH SIERRA SUBDIVISION, FIFTEENTH FILING

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, Inc.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _25th_ day of _February_, 20_20_, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 15th Filing; and

WHEREAS, at a regular meeting conducted on _23rd_ day of _March___, 20_20_, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 15th Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 15th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required five-foot-wide boulevard-style sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The recommendations are found in the Geotechnical Investigation Report High Sierra Subdivision 129 Lots in 14th, 15th and 16th Filings Billings, Montana by Rawhide Engineering Inc. dated January 22, 2020. Lot owners and homebuilders shall reference the report in its entirety, but a summary is as follows:

1. Approximately 6-inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.

2. Variations in soils may exist between the explored locations. The nature and extent of soil variations may not be evident until construction occurs.

3. These filings have sandstone caprock scattered throughout much of the site and it will have to be removed during construction of the interior streets and to excavate foundations.

4. A large track hoe or specialized equipment may be required during foundation excavations, depending on the location and depth of the excavation. The boring logs should be reviewed for conditions across the site.

5. Fill should be placed and compacted to a minimum of 97 % relative compaction, in accordance with the ASTM D698 compaction test method. Fills greater than 4-feet should be compacted to 98% of ASTM D698.

6. Street subgrade, utility trenches, parking areas and concrete flatwork subgrade should be placed at a minimum of 97% of ASTM D698.

7. This site varies widely across the total acreage. Some of the foundation will be located on weathered shale bedrock. Portions of the site will have foundations in the medium stiff to soft sandy lean clay soils. Two alternative foundation recommendations are provided within the geotechnical report.

8. Final elevations at the site should be planned so that drainage is directed away from all foundation and concrete slabs. In accordance with the International Residential Code, downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be constructed as far from the foundations as possible. Plants and landscaping should not be allowed within 3 feet of foundations. Landscaping features such as curbing should not be allowed to create ponding adjacent to the foundations.

The assessment and mitigation of these soil conditions shall be the responsibility of the lot owner. Failure to follow all recommendations in the geotechnical report including grading, foundation design and especially drainage and landscaping will render the geotechnical report null and void. The City may require the owner of each lot to include a geotechnical investigation with the building permit submittal.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision, including High Sierra Subdivision, 15th Filing, and future filings of High Sierra Subdivision.

G. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall

consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Home Owners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

III. TRANSPORTATION

A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Vesca Way for about 150 feet, Modera Avenue for about 110 feet, and Ortega Street from the intersection of Vesca Way east to the intersection of Matador Avenue will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

3. A 10-foot-wide sidewalk shall be constructed in the 20-foot wide right-of-way corridors and shall be installed at the time of private contract construction.

C. Street Lighting

Construction or installation of street lights within the public rights-of-way shall not be required at this time, but street lights are included in the Waiver referenced herein for construction of the same in the future. A maintenance district for street lights may be formed for future maintenance of any street lights installed in the future.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS), the 15th Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

	Wicks Lane/Gleneagles Blvd	Wicks Lane/Fantan St.	Wicks Lane/St. Andrews Drive
15th Filing	0.60% ($1500.00)	0.67% ($1675.00)	0.53% ($1325.00)

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections.

E. Access

Vesca Way, Matador Avenue, and Ortega Street provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 15th Filing, and as such, no trail improvements are required as part of this subdivision.

G. Public Transit

The subdivision does not require improvements to ensure public transit service.

IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turn-arounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction or within 400-feet of the furthest

portion of a commercial building under construction as measured along the access roads to the site.

- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a new detention facility that is located within an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This detention facility has been sized to accept runoff generated from the High Sierra Subdivision, 15th Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater retention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the Subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of

Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making two connections to public water mains, one on Ortega Street just west of the Matador Avenue/Ortega Street intersection and one on Vesca Way just north of the intersection of Vesca Way/Vera Cruz Circle. A new 12-inch water main will be installed in Ortega Street from Matador Road to Modera Avenue, and in Modera Avenue. A new 8-inch water main will be installed in the remaining local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located at the intersection of Matador Avenue and Ortega Street and extending the 8-inch sewer main within Ortega Street.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The park land required for this subdivision is 0.587 acres. The Subdivider previously dedicated land for a public park that included a dedication to cover this subdivision with the filing of High Sierra Subdivision, 14th Filing. Therefore, no additional parkland is required with High Sierra Subdivision, 15th Filing.

Lot owners are advised they will be subject to inclusion in a Special Improvement District (SID) for the development and a Parks Maintenance District (PMD) for the operation and maintenance of this and future parks within High Sierra Subdivision.

VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The recommendations are found in the Geotechnical Investigation Report High Sierra Subdivision 129 Lots in 14th, 15th and 16th Filings Billings, Montana by Rawhide Engineering Inc. dated January 22, 2020. Lot owners and homebuilders shall reference the report in its entirety, but a summary is as follows:

1. Approximately 6-inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.

2. Variations in soils may exist between the explored locations. The nature and extent of soil variations may not be evident until construction occurs.

3. These filings have sandstone caprock scattered throughout much of the site and it will have to be removed during construction of the interior streets and to excavate foundations.

4. A large track hoe or specialized equipment may be required during foundation excavations, depending on the location and depth of the excavation. The boring logs should be reviewed for conditions across the site.

5. Fill should be placed and compacted to a minimum of 97 % relative compaction, in accordance with the ASTM D698 compaction test method. Fills greater than 4-feet should be compacted to 98% of ASTM D698.

6. Street subgrade, utility trenches, parking areas and concrete flatwork subgrade should be placed at a minimum of 97% of ASTM D698.

7. This site varies widely across the total acreage. Some of the foundation will be located on weathered shale bedrock. Portions of the site will have foundations in the medium stiff to soft sandy lean clay soils. Two alternative foundation recommendations are provided within the geotechnical report.

8. Final elevations at the site should be planned so that drainage is directed away from all foundation and concrete slabs. In accordance with the International Residential Code, downspouts with 6-foot extensions should be used. Positive drainage away from all foundations should have 6 inches of fall in the first 10 feet away from the foundations. If sufficient room is not available to construct the 10-foot slope, drainage swales should be

constructed as far from the foundations as possible. Plants and landscaping should not be allowed within 3 feet of foundations. Landscaping features such as curbing should not be allowed to create ponding adjacent to the foundations.

The assessment and mitigation of these soil conditions shall be the responsibility of the lot owner. Failure to follow all recommendations in the geotechnical report including grading, foundation design and especially drainage and landscaping will render the geotechnical report null and void. The City may require the owner of each lot to include a geotechnical investigation with the building permit submittal.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this

original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"

HIGH SIERRA II, INC.

By: _____

Its: VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 20 day of July, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Landy Lelp, known to me to be the person who executed the foregoing instrument as the Vice President of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

HEATHER LEWIS
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 6, 2022

Heather Lewis
Notary Public in and for the State of Montana
Printed Name: Heather Lewis
Residing at: Laurel, MT
My commission expires: Feb 6, 2022

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

High Sierra Subdivision, 15th Filing

Signed and dated this 20th day of July, 2021.

"SUBDIVIDER"

HIGH SIERRA II, INC.

VP

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 20 day of July, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Landy Lee, known to me to be the VP of **HIGH SIERRA II, INC.**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Heather Lewis

Notary Public in and for the State of Montana
Printed Name: Heather Lewis
Residing at: Laurel, MT
My commission expires: Feb 6, 2022

HEATHER LEWIS NOTARIAL SEAL STATE OF MONTANA

HEATHER LEWIS
NOTARY PUBLIC for the
State of Montana
Residing at Laurel, Montana
My Commission Expires
February 6, 2022

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

March 23, 2020

High Sierra II, Inc.
175 N 27th St Suite 900
Billings, MT 59101

Dear Applicant:

On March 23, 2020, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 15th Filing, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

City Council Regular

Date:	08/23/2021
Title:	Payment of Claims for week of July 19, 2021
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of $4,773,197.99 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

Every invoice for payment in entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.) Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than $1,000, then it must be approved by the Finance Director or designee.
If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

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.

Attachments

Councilmemo wk of 07192021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	844551	Allstream Business	Airport	$ 44.69	Airport Alarm
07/19/2021	844551	Allstream Business	Building	$ 39.00	Building FAX 406-657-8252
07/19/2021	844551	Allstream Business	CDBG	$ 39.18	Community Development Services FAX
07/19/2021	844551	Allstream Business	CDBG	$ 39.00	Planning FAX 406-657-8327
07/19/2021	844551	Allstream Business	Park Dist 1	$ 46.00	Main Bill New Account # 330046 -Dehler Park
07/19/2021	844551	Allstream Business	Phone System	$ 285.14	Main Bill New Account # 330046
07/19/2021	844551	Allstream Business	Phone System	$ 2,534.14	Main Bill New Account # 330046 -IT
07/19/2021	844551	Allstream Business	Phone System	$ 79.95	Main Bill New Account # 330046 -IT
07/19/2021	844551	Allstream Business	Public Safety	$ 39.00	CPC line 247-8592
07/19/2021	844557	Archie Cochrane	Public Safety	$ 1,541.31	5376567
07/19/2021	844557	Archie Cochrane	Public Safety	$ 46.50	5377073
07/19/2021	844557	Archie Cochrane	Public Safety	$ 138.41	5377223
07/19/2021	844557	Archie Cochrane	Public Safety	$ 35.99	5377261
07/19/2021	844557	Archie Cochrane	Public Safety	$ 67.50	5377320
07/19/2021	844557	Archie Cochrane	Public Safety	$ 276.92	5377417
07/19/2021	844557	Archie Cochrane	Public Safety	$ 79.30	5377418
07/19/2021	844557	Archie Cochrane	Public Safety	$ 31.97	5377429
07/19/2021	844557	Archie Cochrane	Public Safety	$ 74.97	5377435
07/19/2021	844557	Archie Cochrane	Public Safety	$ 117.38	5377499
07/19/2021	844557	Archie Cochrane	Public Safety	$ 77.21	5377519
07/19/2021	844557	Archie Cochrane	Public Safety	$ 39.21	5377786
07/19/2021	844557	Archie Cochrane	Public Safety	$ (400.00)	5377812
07/19/2021	844557	Archie Cochrane	Transit	$ 315.56	5376558. Fan Clutch & Pigtail Unit 1824. W/O 201312
07/19/2021	844557	Archie Cochrane	Transit	$ 139.80	5376815. Axle Saddles Unit 1821. W.O 200837
07/19/2021	844557	Archie Cochrane	Transit	$ 685.00	5377063. NOX Sensors Unit 1824. W/O 200914
07/19/2021	844558	ArchiveSocial	IT Resources	$ 4,788.00	Qty.12 Archive Standard 399 one month package 9/1/21-8/31/22
07/19/2021	844559	Askin Construction	Water	$ 199,920.47	W.O. 21-24: Zone 3 12-inch Waterline Replacement
07/19/2021	844561	Beechie	PD Program	$ 3,990.93	travel reimbursement for trip to Huntsville, AL for Bomb training
07/19/2021	844564	Bibliotheca LLC	Library	$ 30,474.00	INV-US44837 Annual maintenance
07/19/2021	844568	Blgs Community Cable	General	$ 49,172.50	Quarterly Report for July 1, 2021
07/19/2021	844573	Bobcat Of Big Sky	Street/Traffic	$ 935.15	82510
07/19/2021	844573	Bobcat Of Big Sky	Street/Traffic	$ 2,890.97	82512
07/19/2021	844574	Burns & McDonnell Eng	Water	$ 246,497.16	WO 19-42 West End Water Treatment Plant Project; 118386-12
07/19/2021	844576	Business Tax Section	Airport	$ 2,675.78	Eight Passenger Boarding Bridges - Local Share
07/19/2021	844576	Business Tax Section	Gas Tax	$ 79.12	WO 20-03 Overlay/Chipseal
07/19/2021	844576	Business Tax Section	Gas Tax	$ 922.53	WO20-02 MISSING SIDEWALK/MISCELLANEOUS

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	844576	Business Tax Section	General	$ 413.45	Bank Stabilization above Park Place
07/19/2021	844576	Business Tax Section	Public Safety	$ 77.25	FIRE 5: REPLACE EXISTING WOODEN FENCE WITH 6FT CHAIN LINK
07/19/2021	844576	Business Tax Section	Public Safety	$ 438.23	Fire Station #4 Roof & Siding Replacement
07/19/2021	844576	Business Tax Section	SID Const	$ 2,693.35	SID 1417 Elysian Road
07/19/2021	844576	Business Tax Section	Sidewalk Const	$ 443.47	WO20-02 MISSING SIDEWALK/MISCELLANEOUS
07/19/2021	844576	Business Tax Section	Tax Incrmnt S	$ 737.53	Hallowell Lane Improvements
07/19/2021	844576	Business Tax Section	Wastewater	$ 71.00	WO 20-36 WRF Piping Modifications; 4 WO2036 Star Srvcs
07/19/2021	844576	Business Tax Section	Wastewater	$ 470.00	WO 20-36 WRF Piping Modifications; 5 WO2036 Star Srvcs
07/19/2021	844576	Business Tax Section	Water	$ 107.75	GRT 1% FOR INVOICE I21-016393 LIQUID ENGINEERING
07/19/2021	844576	Business Tax Section	Water	$ 3,363.36	Hallowell Lane Improvements
07/19/2021	844576	Business Tax Section	Water	$ 2,019.40	W.O. 21-24: Zone 3 12-inch Waterline Replacement
07/19/2021	844576	Business Tax Section	Water	$ 48.82	WTP - RELAY CONFIGURATION UPDATE
07/19/2021	844579	Castlerock Excavating	General	$ 40,931.22	Bank Stabilization above Park Place
07/19/2021	844581	Century Link	Airport	$ 45.66	406-245-5834 Airport Alarm
07/19/2021	844581	Century Link	EOC 911	$ 55.02	406-245-2296 911
07/19/2021	844581	Century Link	EOC 911	$ 45.65	406-245-3107 911
07/19/2021	844581	Century Link	EOC 911	$ 45.65	406-245-3108 911
07/19/2021	844581	Century Link	EOC 911	$ 311.26	406-245-7101 9-1-1 Center Landfill #2
07/19/2021	844581	Century Link	EOC 911	$ 311.26	406-245-7102 9-1-1 Center Fox Reservoir #2
07/19/2021	844581	Century Link	EOC 911	$ 6,425.38	406-245-8527 New 9-1-1 Center
07/19/2021	844581	Century Link	EOC 911	$ 0.08	406-255-9702 E911 Backup Line 4 Call Reroute
07/19/2021	844581	Century Link	General	$ 54.23	406-248-9851 July 2021-monthly charges
07/19/2021	844581	Century Link	Phone System	$ 66.65	406-245-1683 WRF Analog 911 line
07/19/2021	844581	Century Link	Phone System	$ 228.20	406-248-3049 Main System T1 City/County Tie
07/19/2021	844581	Century Link	Phone System	$ 77.97	Reinstate Animal Control Fax 406.657.8227 710B
07/19/2021	844581	Century Link	Phone System	$ 134.53	Reinstate Animal Control Fax 406.657.8227 710B
07/19/2021	844581	Century Link	Public Safety	$ 119.32	406-245-7469 Fire
07/19/2021	844581	Century Link	Public Safety	$ 118.32	406-373-3742 Fire RR Crossing Alarm
07/19/2021	844581	Century Link	Public Safety	$ 41.73	406-655-0728 Fire Maintenance Shop
07/19/2021	844581	Century Link	Radio	$ 311.26	406-248-3635 Fire Airport Radio Tower WCK
07/19/2021	844581	Century Link	Radio	$ 311.26	406-248-3636 Fire Airport Radio Tower Jellison
07/19/2021	844581	Century Link	Solid Waste	$ 170.86	Landfill 9-1-1 Line 406.259.3336 549B
07/19/2021	844581	Century Link	Solid Waste	$ 180.75	SW Landfill #406.259.3065, 406.259.3554, 406.359.395
07/19/2021	844581	Century Link	Street/Traffic	$ 42.91	406-259-3298 PW Traffic 3728 McDougall
07/19/2021	844581	Century Link	Transit	$ 42.91	406-254-7038 MET Transit
07/19/2021	844581	Century Link	Wastewater	$ 46.93	406-259-2328 PUD Sahara Sand Lift Station

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	844581	Century Link	Water	$ 39.44	406-245-3659 PUD Alarm Water Tower
07/19/2021	844586	Conrad	Public Safety	$ 3,995.88	reimbursement for trip to ID for Northwest Alcohol Conference
07/19/2021	844596	Dixie Petro-Chem	General	$ 3,620.63	chlorine for pools - 727000123-21
07/19/2021	844596	Dixie Petro-Chem	Water	$ 8,264.00	BULK CHLORINE WTP
07/19/2021	844596	Dixie Petro-Chem	Water	$ 928.50	BULK CHLORINE WTP
07/19/2021	844596	Dixie Petro-Chem	Water	$ 4,132.00	BULK CHLORINE WTP
07/19/2021	844600	Eastern Oregon Com	Wastewater	$ 1,720.25	Shiloh LS0012, LS009 & WTP electrical supplies
07/19/2021	844600	Eastern Oregon Com	Wastewater	$ 1,474.50	Shiloh LS0012, LS009 & WTP electrical supplies
07/19/2021	844600	Eastern Oregon Com	Water	$ 1,720.25	Shiloh LS0012, LS009 & WTP electrical supplies
07/19/2021	844602	EBMS	City Ins Fund	$ 1,020.00	August 2021
07/19/2021	844602	EBMS	City Ins Fund	$ 1,543.50	August 2021
07/19/2021	844602	EBMS	City Ins Fund	$ 58,278.48	August 2021
07/19/2021	844602	EBMS	City Ins Fund	$ 28,327.30	August 2021
07/19/2021	844602	EBMS	City Ins Fund	$ 4,837.40	August 2021
07/19/2021	844602	EBMS	City Ins Fund	$ 1,218.00	August 2021
07/19/2021	844601	EBMS	City Ins Fund	$ 28,262.77	July 2021 EBMS
07/19/2021	844601	EBMS	City Ins Fund	$ 1,030.00	July 2021 EBMS
07/19/2021	844601	EBMS	City Ins Fund	$ 1,207.50	July 2021 EBMS
07/19/2021	844601	EBMS	City Ins Fund	$ 58,624.46	July 2021 EBMS
07/19/2021	844601	EBMS	City Ins Fund	$ 4,836.25	July 2021 EBMS
07/19/2021	844602	EBMS	Payroll Clearing	$ 10,684.92	August 2021
07/19/2021	844601	EBMS	Payroll Clearing	$ 10,658.99	July 2021 EBMS
07/19/2021	844604	Electrical Consult	Water	$ 4,833.18	WTP - RELAY CONFIGURATION UPDATE
07/19/2021	844605	Endress & Hauser	Wastewater	$ 6,804.00	WRF electrical supplies, GT Sonic replacement
07/19/2021	844607	FCS	Storm Sewer	$ 2,505.25	WO 20-37 Stormwater Utility Development; 3241-22106105/11
07/19/2021	844614	Gallagher Benefit	City Ins Fund	$ 32,250.00	July - December 2021 Consulting Services
07/19/2021	844615	Galles Filter Service	Fleet	$ 117.00	P1-05851.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 487.38	P1-05999.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 53.88	P1-06171.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 38.95	P1-06233.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 108.95	P1-06346.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 12.51	P1-06373.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 225.85	P1-06551.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 125.13	P1-06740.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 3.04	P1-06741.01 PO NUM 312241
07/19/2021	844615	Galles Filter Service	Fleet	$ 34.92	T-96986 PO NUM 312241

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07/19/2021	844615	Galles Filter Service	Fleet	$ (47.91)	T-97177
07/19/2021	844615	Galles Filter Service	Public Safety	$ 79.72	P1-05936.01
07/19/2021	844615	Galles Filter Service	Public Safety	$ 79.72	P1-05937.01
07/19/2021	844615	Galles Filter Service	Solid Waste	$ 359.22	2 RS3701 Inner Air element.
07/19/2021	844615	Galles Filter Service	Solid Waste	$ 393.06	6 outer air element
07/19/2021	844615	Galles Filter Service	Solid Waste	$ 213.45	Inner Air Element. RS3700.
07/19/2021	844615	Galles Filter Service	Solid Waste	$ 619.48	Outer Elements
07/19/2021	844615	Galles Filter Service	Solid Waste	$ (16.17)	T-97177
07/19/2021	844615	Galles Filter Service	Wastewater	$ 12.37	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Wastewater	$ 22.88	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Wastewater	$ 163.45	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 115.32	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 124.57	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 18.69	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 16.39	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 41.91	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 98.91	NONSTOCKING ITEMS-P.U.D.
07/19/2021	844615	Galles Filter Service	Water	$ 23.88	WINDSHIELD WASHER SOLVENT - PREMIXED WINTER MIX/GALL
07/19/2021	844620	Great West Eng	Solid Waste	$ 4,439.65	MISCELLANEOUS ENGINEERING SERVICES LANDFILL
07/19/2021	844620	Great West Eng	Solid Waste	$ 1,334.50	WO 19-19 Landfill Cells 3&4 Partial Closure
07/19/2021	844620	Great West Eng	Solid Waste	$ 19,349.50	WO 20-23 Solid Waste Container Storage Facility; 24226/11
07/19/2021	844621	Guardian Security	Library	$ 7,996.80	756 June 2021
07/19/2021	844623	Hardrives Const	Gas Tax	$ 7,832.78	WO 20-03 Overlay/Chipseal
07/19/2021	844625	Hawkins Inc.	General	$ 5,523.86	chemicals for pools - 4972874
07/19/2021	844625	Hawkins Inc.	Wastewater	$ 318.58	Sodium Hydroxide
07/19/2021	844626	HDR, Inc.	Engineering	$ 3,769.37	WO 20-33 Public Works GIS Services
07/19/2021	844626	HDR, Inc.	Light Maint	$ 724.88	WO 20-33 Public Works GIS Services, AMENDMENT 1
07/19/2021	844626	HDR, Inc.	P.W. Admin	$ 6,668.89	WO 20-33 Public Works GIS Services
07/19/2021	844626	HDR, Inc.	Solid Waste	$ 2,649.26	WO 20-07 Solid Waste CNG Station Expansion
07/19/2021	844626	HDR, Inc.	Solid Waste	$ 3,189.47	WO 20-33 Public Works GIS Services
07/19/2021	844626	HDR, Inc.	Storm Sewer	$ 8,481.09	WO 20-33 Public Works GIS Services
07/19/2021	844626	HDR, Inc.	Street/Traffic	$ 7,611.24	WO 20-33 Public Works GIS Services
07/19/2021	844626	HDR, Inc.	Wastewater	$ 32,424.80	WO 19-21 WRF Influent Lift Station; 1200359174/25
07/19/2021	844626	HDR, Inc.	Wastewater	$ 6,530.81	WO 20-11 Lloyd Mangrum & Lake Hills Lift Station Rehab
07/19/2021	844626	HDR, Inc.	Wastewater	$ 9,930.85	WO 20-33 Public Works GIS Services
07/19/2021	844626	HDR, Inc.	Wastewater	$ 11,404.50	WO 20-44 WRF Nutrient Recovery Improvements

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07/19/2021	844626	HDR, Inc.	Water	$ 924.14	WO 18-22 Leavens Reservoir Expansion & Zone 1 Improvements
07/19/2021	844626	HDR, Inc.	Water	$ 119,486.89	WO 19-12 West End Reservoir: 1200359179/27
07/19/2021	844626	HDR, Inc.	Water	$ 579.51	WO 20-20 Walter Pump Station Addition
07/19/2021	844626	HDR, Inc.	Water	$ 32,112.17	WO 20-33 Public Works GIS Services
07/19/2021	844631	Iaff	Payroll Clearing	$ 5,197.14	Payroll Summary
07/19/2021	844633	Integrated Info Solutions	Airport	$ 1,070.00	? IBM x3650 M5 s/n J100FKB $1,070 Airport File Server
07/19/2021	844633	Integrated Info Solutions	Airport	$ 1,040.00	Airport Server Maintenance
07/19/2021	844633	Integrated Info Solutions	IT Resources	$ 1,663.00	IBM 6099-24C s/n 78-B7980 $1,663 IT Lenovo V3700 SAN CTL
07/19/2021	844633	Integrated Info Solutions	IT Resources	$ 2,140.00	IBM x3650 M5,s/n J10TK5Z,Lib Veeam Snapshot
07/19/2021	844633	Integrated Info Solutions	IT Resources	$ 2,345.00	9X5 HWMA 6400-012 sn/A3600 Maint. 8/1/2021-7/31/2022
07/19/2021	844633	Integrated Info Solutions	Wastewater	$ 267.50	IBM x3650 M5 s/n J10TK60 $1,070 PW PWU-Backup
07/19/2021	844633	Integrated Info Solutions	Wastewater	$ 267.50	IBM x3650 M5 s/n E2-K8585 $1,070 PWU-W12K07
07/19/2021	844633	Integrated Info Solutions	Water	$ 802.50	IBM x3650 M5 s/n J10TK60 $1,070 PW PWU-Backup
07/19/2021	844633	Integrated Info Solutions	Water	$ 802.50	IBM x3650 M5 s/n E2-K8585 $1,070 PWU-W12K07
07/19/2021	844630	I-State Truck	Solid Waste	$ 371.46	C251313690.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 2,057.70	C251313995.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 58.25	C251314054.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 193.28	C251314178.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 66.64	C251314221.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 102.29	C251314563.01
07/19/2021	844630	I-State Truck	Solid Waste	$ (371.46)	C251314605.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 283.98	C251314606.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 723.60	C251314750.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 477.27	C251314788.01
07/19/2021	844630	I-State Truck	Solid Waste	$ 292.83	C251314788.02
07/19/2021	844630	I-State Truck	Solid Waste	$ 81.68	C251314790.01
07/19/2021	844630	I-State Truck	Solid Waste	$ (230.00)	C251314836.01
07/19/2021	844639	Jares Fence Company	Public Safety	$ 7,647.75	FIRE 5: REPLACE EXISTING WOODEN FENCE WITH 6FT CHAIN LINK
07/19/2021	844640	JBT Aero Tech	Airport	$ 264,902.71	Eight Passenger Boarding Bridges - Local Share
07/19/2021	844649	KLE Const	Tax Incrmnt S	$ 73,015.47	Hallowell Lane Improvements
07/19/2021	844649	KLE Const	Water	$ 332,972.65	Hallowell Lane Improvements
07/19/2021	844650	Knife River	SID Const	$ 266,641.65	SID 1417 Elysian Road
07/19/2021	844650	Knife River	Street/Traffic	$ 12,399.75	asphalt
07/19/2021	844659	Liquid Eng Corp	Water	$ 10,667.05	REMOVE FAILED BAFFLE WALLS FROM CLEARWELL
07/19/2021	844660	Local 521	Public Safety	$ 2,250.00	BUREAU: CLOTHING/UNIFORM ALLOWANCE FY2022
07/19/2021	844660	Local 521	Public Safety	$ 575.00	SUPPRESSION: UNIFORM ALLOWANCE: FY2022 FOR NEW RECRUITS

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07/19/2021	844660	Local 521	Public Safety	$ 49,500.00	SUPPRESSION: UNIFORM ALLOWANCE: FY2022 FOR SUPPRESSION
07/19/2021	844660	Local 521	Public Safety	$ 900.00	TRAINING: UNIFORM ALLOWANCE: FY2022 FOR DAY PERSONNEL
07/19/2021	844674	MFPE	Payroll Clearing	$ 2,698.75	Payroll Summary
07/19/2021	844671	Montana CSED	Payroll Clearing	$ 3,291.43	Payroll Summary
07/19/2021	844683	Morrison Maierle	Airport	$ 757.70	Fiber Installation Project Phase 1 and 2. Amendment 24
07/19/2021	844683	Morrison Maierle	Wastewater	$ 2,772.50	WO 20-01 Water/Sewer Replacement Project; 214926/18
07/19/2021	844683	Morrison Maierle	Wastewater	$ 15,539.96	WO 20-01 Water/Sewer Replacement Project; 215080/19
07/19/2021	844683	Morrison Maierle	Wastewater	$ 5,183.45	WO 20-14 Wastewater Master Plan Update; 214802/5
07/19/2021	844683	Morrison Maierle	Wastewater	$ 3,023.75	WO 20-14 Wastewater Master Plan Update; 215079/6
07/19/2021	844683	Morrison Maierle	Water	$ 2,603.34	WO 20-40 Walter Pump Station Generator
07/19/2021	844683	Morrison Maierle	Water	$ 18,281.00	WO 21-01 Water/Sewer Replacement Project Pioneer Park; 214927/6
07/19/2021	844683	Morrison Maierle	Water	$ 14,844.29	WO 21-01 Water/Sewer Replacement Project Pioneer Park; 215081/7
07/19/2021	844685	MPPA	Payroll Clearing	$ 3,549.70	Payroll Summary
07/19/2021	844675	MT League Cities & Towns	General	$ 25,000.00	2021-2022 Membership
07/19/2021	844678	MT Municipal Interlocal	Payroll Clearing	$ 422,436.40	W/C Program April 1, 2021 to June 30, 2021
07/19/2021	844681	MT State Firemen	Payroll Clearing	$ 4,357.15	Payroll Summary
07/19/2021	844691	NeighborWorks MT	CDBG	$ 2,879.00	NWMT C&C Reimbursement Request #11
07/19/2021	844694	North Ridge Fire Equip	Public Safety	$ 1,260.00	MERCEDES 175101001 1" NPSH X 100FT - FOREST GUARD II FIRE HOSE
07/19/2021	844694	North Ridge Fire Equip	Public Safety	$ 1,580.00	MERCEDES 175151001 1.5" HN X 100 FT FOREST GUARD II FIRE HOSE
07/19/2021	844694	North Ridge Fire Equip	Public Safety	$ 139.57	SHIPPING: FOREST GUARD II FIRE HOSE
07/19/2021	844696	Northwest Pipe	Airport	$ 2,789.14	Invoice #7542031. 3" Water Main Meter
07/19/2021	844696	Northwest Pipe	Wastewater	$ 11.76	OPERATING SUPPLIES
07/19/2021	844696	Northwest Pipe	Wastewater	$ 983.02	PD pump plumbing
07/19/2021	844696	Northwest Pipe	Wastewater	$ 381.60	Primer digester
07/19/2021	844696	Northwest Pipe	Wastewater	$ 150.84	pvc
07/19/2021	844696	Northwest Pipe	Wastewater	$ (9.08)	PVC return
07/19/2021	844696	Northwest Pipe	Wastewater	$ 1,330.56	Sludge line
07/19/2021	844696	Northwest Pipe	Water	$ 123.93	1 1/2" TD T-10 MEASURING CHAMBER COMPLETE
07/19/2021	844696	Northwest Pipe	Water	$ 235.60	3/4" COMPRESSION COUPLING SLIP
07/19/2021	844696	Northwest Pipe	Water	$ 132.00	3/4" COUPLING CTS X FLARE P/N: 2108791
07/19/2021	844696	Northwest Pipe	Water	$ 132.00	3/4" COUPLING CTS X FLARE P/N: 2108791
07/19/2021	844696	Northwest Pipe	Water	$ 829.60	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS
07/19/2021	844696	Northwest Pipe	Water	$ 20,253.12	3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF7
07/19/2021	844696	Northwest Pipe	Water	$ 20,253.12	3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF7
07/19/2021	844696	Northwest Pipe	Water	$ 42.24	3/4" PVC SCH 80 SXS - COUPLING (829007)
07/19/2021	844696	Northwest Pipe	Water	$ 41.00	3/4" X 1/8" THICK RUBBER COUPLING WASHERS

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07/19/2021	844696	Northwest Pipe	Water	$ 1,599.00	3/4" X 1/8" THICK RUBBER COUPLING WASHERS
07/19/2021	844696	Northwest Pipe	Water	$ 14,162.00	5/8 X 3/4 E-CODER WALL CU/FT METER L/RECEP
07/19/2021	844696	Northwest Pipe	Water	$ 14,162.00	5/8" E-CODER WALL CU.FT. - METER W/RECPT
07/19/2021	844696	Northwest Pipe	Water	$ 293.64	8" GRIP RING ACCESSORY PACK - C 900
07/19/2021	844696	Northwest Pipe	Water	$ 203.70	BLACK COUPLING 1-1/4"
07/19/2021	844696	Northwest Pipe	Water	$ 69.92	BLACK NIPPLE 1-1/4" X 10"
07/19/2021	844696	Northwest Pipe	Water	$ 59.00	BLACK NIPPLE 1-1/4" X 3-1/2"
07/19/2021	844696	Northwest Pipe	Water	$ 47.20	BLACK NIPPLE 1-1/4" X 4"
07/19/2021	844696	Northwest Pipe	Water	$ 28.45	Brass fittings
07/19/2021	844696	Northwest Pipe	Water	$ 15.69	Bushing
07/19/2021	844696	Northwest Pipe	Water	$ 843.60	Copper pipe
07/19/2021	844696	Northwest Pipe	Water	$ 213.99	Copper union and bushings
07/19/2021	844696	Northwest Pipe	Water	$ 43.36	CURB BOX LID W/PLUG 1-1/4"
07/19/2021	844696	Northwest Pipe	Water	$ 1,764.60	Gateway repairs
07/19/2021	844696	Northwest Pipe	Water	$ 338.00	HIGH SERVICE CL2 - INVOICE 7531249
07/19/2021	844696	Northwest Pipe	Water	$ 3.88	HIGH SERVICE CL2 - INVOICE 7532406
07/19/2021	844696	Northwest Pipe	Water	$ 57,660.00	Neptune 360 AMI Subscription, Neptune Meters year 3 of 5
07/19/2021	844696	Northwest Pipe	Water	$ 294.30	Pipe clamps
07/19/2021	844696	Northwest Pipe	Water	$ 374.30	PUD WTP H2-2 Stock
07/19/2021	844696	Northwest Pipe	Water	$ 23,800.00	R-900 ENHANCED WALL RR - MIU 13341-200
07/19/2021	844696	Northwest Pipe	Water	$ 23,800.00	R-900 ENHANCED WALL RR - MIU 13341-200
07/19/2021	844697	NorthWestern Energy	Facilities	$ 6.00	3866815-8
07/19/2021	844697	NorthWestern Energy	Park Dist 1	$ 47.23	0813489-2
07/19/2021	844697	NorthWestern Energy	Park Dist 1	$ 540.98	1191404-1
07/19/2021	844697	NorthWestern Energy	Park Dist 1	$ 39.23	1849408-8
07/19/2021	844697	NorthWestern Energy	Park Dist 1	$ 44.95	1904944-4
07/19/2021	844697	NorthWestern Energy	Parks Maint	$ 0.24	1029192-0
07/19/2021	844697	NorthWestern Energy	Parks Maint	$ 1.39	1265177-4
07/19/2021	844697	NorthWestern Energy	Parks Maint	$ 1.39	1948667-9
07/19/2021	844697	NorthWestern Energy	Parks Maint	$ 5.46	2055817-7
07/19/2021	844697	NorthWestern Energy	Public Safety	$ 427.81	0720817-6
07/19/2021	844697	NorthWestern Energy	Transit	$ 2,453.57	0100743-8. Monad Rd. July 2021
07/19/2021	844697	NorthWestern Energy	Transit	$ 246.69	0719225-5
07/19/2021	844697	NorthWestern Energy	Wastewater	$ 62,529.71	0100591-7
07/19/2021	844697	NorthWestern Energy	Wastewater	$ 141.31	389 62nd St Lift Entrance; 1175972-7 6-30-2021
07/19/2021	844697	NorthWestern Energy	Water	$ 199.46	1142253-2

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07/19/2021	844697	NorthWestern Energy	Water	$ 1,427.15	5809 Canyon Woods Drive; 2082903-2 6-30-2021
07/19/2021	844697	NorthWestern Energy	Water	$ 436.48	805 Constitution Ave ;1920951-9 June 2021
07/19/2021	844704	Payne Financial Group	Airport	$ 12,557.00	Directors & Offices/Employment Practices Policy 7/1/21 - 7/1/22
07/19/2021	844704	Payne Financial Group	Airport	$ 54,384.00	Business Airport General Liability 7/1/21 - 7/1/22
07/19/2021	844704	Payne Financial Group	Airport	$ 16,911.00	Business Airport Fire Truck 7/1/21 - 7/1/22
07/19/2021	844705	PayneWest Ins	Property Ins	$ 21,086.00	Boiler & Equipment Breakdown #305731
07/19/2021	844705	PayneWest Ins	Property Ins	$ 602,039.00	Commercial Property Renewal #305727
07/19/2021	844705	PayneWest Ins	Property Ins	$ 5,534.00	Public EE Dishonesty/Business Crime #305728
07/19/2021	844705	PayneWest Ins	Property Ins	$ 34,865.88	Wind/Hail Deductible Buydown #305730
07/19/2021	844711	ProDIGIQ Inc	Airport	$ 10,370.00	MUFIDS Maintenance Support July 1, 2021 - January 31, 2022
07/19/2021	844713	Public Utilities	Park Dist 1	$ 205.67	180092
07/19/2021	844713	Public Utilities	Parking	$ 115.68	102086
07/19/2021	844713	Public Utilities	Parking	$ 215.26	102980
07/19/2021	844713	Public Utilities	Parking	$ 10.45	102981
07/19/2021	844713	Public Utilities	Parks Maint	$ 107.99	102418
07/19/2021	844713	Public Utilities	Parks Maint	$ 578.95	136082
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,875.76	136090
07/19/2021	844713	Public Utilities	Parks Maint	$ 3,249.04	136091
07/19/2021	844713	Public Utilities	Parks Maint	$ 8,972.28	136092
07/19/2021	844713	Public Utilities	Parks Maint	$ 767.10	136093
07/19/2021	844713	Public Utilities	Parks Maint	$ 2,245.73	136096
07/19/2021	844713	Public Utilities	Parks Maint	$ 5,049.80	136103
07/19/2021	844713	Public Utilities	Parks Maint	$ 12.38	136108
07/19/2021	844713	Public Utilities	Parks Maint	$ 120.36	136111
07/19/2021	844713	Public Utilities	Parks Maint	$ 1.55	136113
07/19/2021	844713	Public Utilities	Parks Maint	$ 196.16	148074
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,609.01	148398
07/19/2021	844713	Public Utilities	Parks Maint	$ 105.20	148423
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,566.28	148654
07/19/2021	844713	Public Utilities	Parks Maint	$ 9.45	148702
07/19/2021	844713	Public Utilities	Parks Maint	$ 378.08	158252
07/19/2021	844713	Public Utilities	Parks Maint	$ 2,312.65	163614
07/19/2021	844713	Public Utilities	Parks Maint	$ 81.46	163944
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,225.69	164211
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,945.79	164212
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,399.52	166674

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07/19/2021	844713	Public Utilities	Parks Maint	$ 387.59	168362
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,300.98	175850
07/19/2021	844713	Public Utilities	Parks Maint	$ 124.15	176577
07/19/2021	844713	Public Utilities	Parks Maint	$ 146.89	177710
07/19/2021	844713	Public Utilities	Parks Maint	$ 17.03	179987
07/19/2021	844713	Public Utilities	Parks Maint	$ 10.45	180090
07/19/2021	844713	Public Utilities	Parks Maint	$ 28.40	180091
07/19/2021	844713	Public Utilities	Parks Maint	$ 81.46	187900
07/19/2021	844713	Public Utilities	Parks Maint	$ 1,458.23	192352
07/19/2021	844713	Public Utilities	Parks Maint	$ 532.47	201942
07/19/2021	844713	Public Utilities	Parks Maint	$ 2,570.63	242652
07/19/2021	844713	Public Utilities	Parks Maint	$ 9.45	260404
07/19/2021	844713	Public Utilities	Street/Traffic	$ 2,938.00	168593
07/19/2021	844713	Public Utilities	Street/Traffic	$ 49.84	178621
07/19/2021	844713	Public Utilities	Street/Traffic	$ 60.35	180331
07/19/2021	844713	Public Utilities	Street/Traffic	$ 3,217.42	180332
07/19/2021	844713	Public Utilities	Street/Traffic	$ 474.50	180333
07/19/2021	844713	Public Utilities	Street/Traffic	$ 1,625.62	180335
07/19/2021	844713	Public Utilities	Street/Traffic	$ 1,371.69	180336
07/19/2021	844713	Public Utilities	Street/Traffic	$ 9.15	180337
07/19/2021	844713	Public Utilities	Street/Traffic	$ 433.63	180338
07/19/2021	844713	Public Utilities	Street/Traffic	$ 156.96	180339
07/19/2021	844713	Public Utilities	Street/Traffic	$ 8.15	180396
07/19/2021	844713	Public Utilities	Street/Traffic	$ 1,898.50	184751
07/19/2021	844713	Public Utilities	Street/Traffic	$ 3,535.78	185688
07/19/2021	844713	Public Utilities	Street/Traffic	$ 518.94	185689
07/19/2021	844713	Public Utilities	Street/Traffic	$ 11.08	185690
07/19/2021	844713	Public Utilities	Street/Traffic	$ 1,125.34	185691
07/19/2021	844713	Public Utilities	Street/Traffic	$ 4,259.67	191161
07/19/2021	844713	Public Utilities	Street/Traffic	$ 3,554.73	191162
07/19/2021	844713	Public Utilities	Street/Traffic	$ 478.11	241853
07/19/2021	844713	Public Utilities	Street/Traffic	$ 8.15	243345
07/19/2021	844713	Public Utilities	Street/Traffic	$ 201.44	243891
07/19/2021	844713	Public Utilities	Street/Traffic	$ 553.91	248978
07/19/2021	844714	PW-Administration	Wastewater	$ 445.00	PWU Engineering Permits - Sewer; Acct 101434
07/19/2021	844714	PW-Administration	Water	$ 4,895.00	PWU Engineering Permits - Watermain Repair

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07/19/2021	844714	PW-Administration	Water	$ 4,450.00	PWU Engineering Permits - WSRP
07/19/2021	844715	Quest Services	Facilities	$ 22,190.00	Consultant to manage multiple hail repair projects
07/19/2021	844716	Quest Services	Facilities	$ 26,085.00	Consultant to manage multiple hail repair projects
07/19/2021	844722	Rimrock Foundation	Court Grants	$ 2,130.00	21 June Ancillary Rimrock
07/19/2021	844722	Rimrock Foundation	Court Grants	$ 3,764.36	21 June No Ins., copays., deductibles
07/19/2021	844722	Rimrock Foundation	Court Grants	$ 700.00	21 June Screenings Rimrock
07/19/2021	844725	Riverside Contracting	Gas Tax	$ 91,330.36	WO20-02 MISSING SIDEWALK/MISCELLANEOUS
07/19/2021	844725	Riverside Contracting	Sidewalk Const	$ 43,903.84	WO20-02 MISSING SIDEWALK/MISCELLANEOUS
07/19/2021	844729	Sanderson Stewart	Water	$ 25,187.00	WO 20-30 Hallowell Lane Improvement; 50261/12
07/19/2021	844730	Sea-Western Inc	Public Safety	$ 9,999.00	Pi-LIT RECHARAGEABLE LED, SCENE SEQUENTIAL FLARES
07/19/2021	844730	Sea-Western Inc	Public Safety	$ 90.00	SHIPPING, INVOICE INV11606, PI-LIT RECHARGEABLE FLARES
07/19/2021	844733	Shakespeare In The Park	Park Dist 1	$ 1,750.00	Shakespeare in the Park-Thursday performance
07/19/2021	844733	Shakespeare In The Park	Park Dist 1	$ 1,750.00	Shakespeare in the Park-Wednesday performance
07/19/2021	844734	SHI International Corp	IT Resources	$ 20,316.00	Duo MFA Renewal 7/17/2021-7/16/2022
07/19/2021	844738	Sk Geotechnical	General	$ 5,808.10	Geotechnical Evaluation
07/19/2021	844747	St Of MT,Bldng Codes	Building	$ 4,589.00	Jan-Jun Education Fund Assessment Payment
07/19/2021	844744	Star Service Inc	Wastewater	$ 7,029.00	WO 20-36 WRF Piping Modifications; 4 WO2036 Star Srvcs
07/19/2021	844744	Star Service Inc	Wastewater	$ 46,530.00	WO 20-36 WRF Piping Modifications; 5 WO2036 Star Srvcs
07/19/2021	844749	Stewart Title Company	CDBG	$ 15,000.00	FTHB Jessica Waldo 3385 Granger Ave S. #7
07/19/2021	844750	Sysco Montana	General	$ 854.88	food for rose concessions - 343309424
07/19/2021	844750	Sysco Montana	General	$ 565.72	food for rose concessions - 343313701
07/19/2021	844750	Sysco Montana	General	$ 731.62	food for rose concessions - 343315374
07/19/2021	844750	Sysco Montana	General	$ 480.97	food for rose concessions - 343316859
07/19/2021	844750	Sysco Montana	General	$ 551.54	food for rose concessions - 343321897
07/19/2021	844750	Sysco Montana	General	$ 540.43	food for rose concessions - 343323907
07/19/2021	844750	Sysco Montana	General	$ 2,145.54	food for rose concessions - 343327366
07/19/2021	844752	T.W. Clark Const	Public Safety	$ 43,384.16	Fire Station #4 Roof & Siding Replacement Project
07/19/2021	844754	Tactical Medical	Public Safety	$ 135.30	14 GA 3.25" decompression needle, 7 yr shelf life
07/19/2021	844754	Tactical Medical	Public Safety	$ 79.00	4" OLAES Bandages, Training Version (non-Sterile)
07/19/2021	844754	Tactical Medical	Public Safety	$ 168.00	Freight
07/19/2021	844754	Tactical Medical	Public Safety	$ 2,597.30	Halo Seal IFAK 2-Pack (2 Halo Seals) Kit Size- 7x5
07/19/2021	844754	Tactical Medical	Public Safety	$ 215.46	Law Enforcement Z-Fold combat gauze
07/19/2021	844754	Tactical Medical	Public Safety	$ 15,646.75	Operator IFAK, Custom Pack
07/19/2021	844754	Tactical Medical	Public Safety	$ 336.00	SOF Tourniquet, Black
07/19/2021	844754	Tactical Medical	Public Safety	$ -	SOF Tourniquet, Blue
07/19/2021	844755	Tel Net Systems	Phone System	$ 763.20	Labor to move UPS from City Hall to Evidence

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07/19/2021	844755	Tel Net Systems	Wastewater	$ 2,436.00	time clock and outdoor WAP -D&C
07/19/2021	844755	Tel Net Systems	Water	$ 3,654.00	time clock and outdoor WAP -D&C
07/19/2021	844759	Town & Country Supply	Airport	$ 21,804.09	Invoice #416917. Unleaded Fuel for QTA Car Rental
07/19/2021	844759	Town & Country Supply	Fleet	$ 15,337.88	418064 PO NUM 312842
07/19/2021	844759	Town & Country Supply	Fleet	$ 18,022.89	418284 PO NUM 312841
07/19/2021	844759	Town & Country Supply	Fleet	$ 18,677.63	418330 PO NUM 312852
07/19/2021	844759	Town & Country Supply	General	$ 787.66	fuel oil for cemetery - 418504
07/19/2021	844759	Town & Country Supply	Public Safety	$ 1,193.95	418533 FIRE 1: DIESEL
07/19/2021	844759	Town & Country Supply	Public Safety	$ 1,022.34	418533 FIRE 1: UNLEADED
07/19/2021	844759	Town & Country Supply	Public Safety	$ 666.22	418533 FIRE 3: DIESEL
07/19/2021	844759	Town & Country Supply	Public Safety	$ 957.55	418533 FIRE 5: DIESEL
07/19/2021	844759	Town & Country Supply	Transit	$ 19,970.01	418324 PO NUM 312843
07/19/2021	844759	Town & Country Supply	Transit	$ 10.00	418324 PO NUM 312850
07/19/2021	844760	Tractor & Equipment	Solid Waste	$ 261,439.00	Wheel Loader for the Landfill Caterpillar 938M
07/19/2021	844760	Tractor & Equipment	Street/Traffic	$ 554.58	BLCS0760024
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 130.00	Als Bootery & Repair Shop - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 1,284.32	Amazon.Com*213Ao7By2 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 49.99	Amazon.Com*214Dl8V80 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 14.60	Amazon.Com*295P49G41 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 656.46	Amzn Mktp Us*214Mm1Kq1 Am - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 571.15	Amzn Mktp Us*218Hh1Hx0 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 380.00	Billings Clinic Ctc - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 129.00	Creative Monograms Smb - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 469.00	Creative Monograms Smb - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 1,308.90	Frontier Fence - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 1,055.30	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 21.56	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 81.04	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 130.39	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ (2,400.00)	Helena 44021 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 2,400.00	Helena 44021 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 375.00	Historical Society-Gift - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 2,052.50	Jares Fence Company Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 342.24	Johnstone Supply - Billin - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 22.00	Kb Commercial Products - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 75.48	Kimball Midwest Payeezy - PCard

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07/19/2021	ACH	U.S. Bank PCards	Airport	$ 253.61	Meadow Green Sales - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 148.96	Meadow Green Sales - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 273.04	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 323.55	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ (400.00)	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 400.00	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 818.21	Mt Dor Revenue Pmt - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 818.21	Mt Dor Revenue Pmt - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 818.21	Mt Dor Revenue Pmt - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 16.97	O'Reilly Auto Parts 1551 - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 720.00	Paypal *Cbi Mbb - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 78.75	Redd'S Prints And Signs I - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 19.58	Shiptons Big R Heights - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 124.88	Sp * Rock Rooster Foot - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 93.50	Spic And Span - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 662.00	Sq *Gated Solutions - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 338.45	Sq *Haven South Llc - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 775.00	The Montana Quarterly - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Transportation Security - PCard
07/19/2021	ACH	U.S. Bank PCards	Airport	$ 16.45	Walgreens #11503 - PCard
07/19/2021	ACH	U.S. Bank PCards	Building	$ 28.03	Costco Whse #0069 - PCard
07/19/2021	ACH	U.S. Bank PCards	CDBG	$ 60.72	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	CDBG	$ 67.91	Amzn Mktp Us*219T32Si1 - PCard
07/19/2021	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* 03100-22977042 - PCard
07/19/2021	ACH	U.S. Bank PCards	CDBG	$ 46.92	Sp * Mybucketjournals - PCard
07/19/2021	ACH	U.S. Bank PCards	Central Services	$ 802.56	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Court Grants	$ 4.27	Albertsons #0038 - PCard
07/19/2021	ACH	U.S. Bank PCards	Court Grants	$ 37.99	Albertsons #4041 - PCard
07/19/2021	ACH	U.S. Bank PCards	Court Grants	$ 632.00	Billings Ink And Toner, I - PCard
07/19/2021	ACH	U.S. Bank PCards	Court Grants	$ 100.00	Yegen Golf Club - PCard
07/19/2021	ACH	U.S. Bank PCards	Engineering	$ 273.39	Fisher'S Technology - PCard
07/19/2021	ACH	U.S. Bank PCards	Engineering	$ 36.00	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	Engineering	$ 51.04	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	Engineering	$ 271.18	In *Timemark Incorporated - PCard
07/19/2021	ACH	U.S. Bank PCards	EOC 911	$ 100.00	Priority Dispatch Corp - PCard
07/19/2021	ACH	U.S. Bank PCards	EOC 911	$ 100.00	Priority Dispatch Corp - PCard

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07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 14.99	Adobe *800-833-6687 - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 95.00	Air Controls-Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 150.00	Billings Overhead Door In - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ (129.04)	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 129.04	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 567.14	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 82.00	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 111.76	Hose & Rubber Supply - Bi - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 49.99	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 15.98	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 60.83	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 113.50	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 62.20	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 93.54	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Facilities	$ 95.54	Montana Broom & Brush Co1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Fleet	$ 750.00	Helm-Ford Diag Software - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 9.89	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 275.66	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 102.69	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 40.27	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 1,310.00	Absaroka River Adventures - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 300.00	Absaroka River Adventures - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 1,820.00	Absaroka River Adventures - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 52.99	Adobe Creative Cloud - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 34.78	Albertsons #0038 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 17.72	Albertsons #0038 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 20.42	Albertsons #4041 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 20.75	Albertsons #4041 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 63.95	Amzn Mktp Us*210G306X2 Am - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 4.99	Amzn Mktp Us*2111Y5S50 Am - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 25.89	Amzn Mktp Us*211Yu38F0 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 89.82	Amzn Mktp Us*212Uf9J82 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 19.99	Amzn Mktp Us*215E377C1 Am - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 36.98	Amzn Mktp Us*215E377C1 Am - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 39.99	Amzn Mktp Us*2183Z59H1 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 981.51	Amzn Mktp Us*219Em0Wx1 - PCard

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07/19/2021	ACH	U.S. Bank PCards	General	$ 25.96	Amzn Mktp Us*219Lp0Mi2 Am - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 66.18	Amzn Mktp Us*291C88Jg1 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 13.00	Big Lots Stores - #1923 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 17.98	Billings Hardware & Garde - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 507.00	Billings Ink And Toner, I - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 18.20	Ciox Health - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 263.83	Costco Whse #0069 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 10.00	Dollar Tree - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 9.99	Evergreen Ace Hardware - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 35.00	Facebk *Wxhga3Xb32 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 468.00	Get Air Billings, Llc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 108.72	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 322.66	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 36.98	Heights Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 158.10	In *Charles Fisher Court - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 404.63	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ (773.44)	Pool Supply Unlimited - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 118.99	Scheels Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 1,330.64	Scp Distributors - 265 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 14.36	Shipton'S Big R-East - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 4.48	Shipton'S Big R-East - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 65.00	Smk*Surveymonkey.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 175.00	Sq *Geyser Mini Gol - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 30.00	Sq *The Grand Escape Room - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 37.80	Stellas Kitchen & Bakery - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 99.00	Steve Clayton Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 140.00	Sunset Bowl - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 19.98	Target 00001719 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 12.37	Target 00013334 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 15.97	Target 00013334 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 66.91	Target 00013334 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 53.87	The Home Depot #3101 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 53.87	The Home Depot #3101 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 662.81	Thomson West*Tcd - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 21.14	U Haul Store 0084263 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 56.00	Ultra Graphics, Llc - PCard

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07/19/2021	ACH	U.S. Bank PCards	General	$ 688.75	Ultra Graphics, Llc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 56.50	Ultra Graphics, Llc - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 15.50	Usps Po 2907800103 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 335.52	Valley Distributing Of - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 691.76	Valley Distributing Of - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 98.34	Valley Distributing Of - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 756.58	Valley Distributing Of - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 181.47	Wal-Mart #2923 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 147.22	Walmart Grocery - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 176.32	Wheniwork.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 30.00	Wheniwork.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 30.00	Wheniwork.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 35.70	Wheniwork.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 460.00	Wilbur Ellis Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 2,490.00	Wilbur Ellis Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 2,490.00	Wilbur Ellis Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 38.97	Wm Supercenter #1956 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 4.00	Wm Supercenter #2923 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 15.55	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 59.30	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 14.99	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 44.97	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 68.40	Zumba Fitness - PCard
07/19/2021	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 59.80	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 110.98	Amazon.Com*216Ju4Rr1 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 125.98	Amzn Mktp Us*2183E4I41 - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 1,426.00	Esri - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 1,426.00	Esri - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 31.96	Sams Club #4805 - PCard
07/19/2021	ACH	U.S. Bank PCards	IT Resources	$ 598.00	Sp * Ubiquiti Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Library	$ 110.20	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Library	$ 12.95	Amazon.Com*211N76Xr2 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	Library	$ 28.00	Batteries+Bulbs #0253 - PCard
07/19/2021	ACH	U.S. Bank PCards	Library	$ 37.96	Billings Hardware & Servi - PCard
07/19/2021	ACH	U.S. Bank PCards	Library	$ 19.92	Billings Hardware & Servi - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	ACH	U.S. Bank PCards	Library	$ 1,235.53	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	Library	$ 27.00	Taco Bell 038930 - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 375.86	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 20.48	Amazon.Com*2129U72A2 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 14.85	Amazon.Com*299Po1Ow1 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 41.33	Amzn Mktp Us*215Yo4962 - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 11.49	Billingsgazettethriftynck - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 12.76	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 9.00	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 88.25	Mackenzie River Blgs Hts - PCard
07/19/2021	ACH	U.S. Bank PCards	P.W. Admin	$ 15.55	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 161.18	A And H Turf And Specialt - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 149.35	A And H Turf And Specialt - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 108.56	A And H Turf And Specialt - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 169.95	Als Bootery & Repair Shop - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 578.57	Auto Trim Design - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 283.50	Billings - Tacoma Screw P - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 52.47	Billings - Tacoma Screw P - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 11.98	Evergreen Ace Hardware - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 9.18	Evergreen Ace Hardware - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 32.52	Famousfootwear#2195 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 18.50	Forestry Suppliers Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 153.48	Forestry Suppliers Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 14.26	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 57.16	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 22.99	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 74.95	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 35.96	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ (6.96)	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 128.01	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ (5.97)	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 69.84	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 411.12	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 25.09	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 48.51	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 178.33	Midland Implement Co - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 420.90	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 38.04	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 518.44	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 43.09	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 640.60	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 33.06	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 701.16	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 208.28	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 1,552.28	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 8.92	Napa Store 3547001 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 12.98	Office Depot #450 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 52.00	Pp*Zeecreativeinc - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 53.94	Rdoce Bil 020112 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ (62.94)	Rdoce Bil 020112 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 46.50	Reliable Tent Awning Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 62.56	S Bar S Building Center - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 3.58	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 37.99	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 1,908.98	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 74.88	Snappyduds - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 147.00	Sq *Mojo Graphics - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 79.88	The Home Depot #3101 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 109.88	Wal-Mart #1956 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 440.00	Wilbur Ellis Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 35.76	Wm Supercenter #1956 - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 130.00	Www.Scheels.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 108.13	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 297.20	Ace Electric - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 183.00	Alpine Plumbing Heating & - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 212.02	Billings Construction Sup - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 212.03	Billings Construction Sup - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 306.50	Creative Monograms Smb - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 3.90	Fastenal Company 01Mtbll - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 75.00	Fps/Mountain Alarm - PCard

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07/19/2021	ACH	U.S. Bank PCards	Parking	$ 37.50	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 75.00	Fps/Mountain Alarm - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 200.00	In *Cotter'S Sewer, Septi - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 200.00	In *Cotter'S Sewer, Septi - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 200.00	In *Cotter'S Sewer, Septi - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 5.68	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 26.97	Shipton'S Big R-East - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 39.99	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 11.66	Zeecreativeinc - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 11.67	Zeecreativeinc - PCard
07/19/2021	ACH	U.S. Bank PCards	Parking	$ 11.67	Zeecreativeinc - PCard
07/19/2021	ACH	U.S. Bank PCards	Parks Maint	$ 275.08	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Parks Maint	$ 577.04	Midland Implement Co - PCard
07/19/2021	ACH	U.S. Bank PCards	Parks Maint	$ 242.80	Northwest Pipe Fittings - PCard
07/19/2021	ACH	U.S. Bank PCards	Parks Maint	$ 224.27	Northwest Pipe Fittings - PCard
07/19/2021	ACH	U.S. Bank PCards	PD Program	$ 302.31	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	PD Program	$ 40.00	Badgeandwallet.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	PD Program	$ 148.00	Badgeandwallet.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	PD Program	$ 202.00	Badgeandwallet.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	PD Program	$ 276.00	Badgeandwallet.Com - PCard
07/19/2021	ACH	U.S. Bank PCards	PD Program	$ 1,002.96	Drury Inns - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ (20.95)	Amazon.Com Amzn.Com/Bill - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 47.52	Amazon.Com*212Xv3Bn2 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 24.06	Amazon.Com*217V569V2 - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 79.72	Amzn Mktp Us*213C308X2 - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 52.00	Amzn Mktp Us*295Ps9Cv1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 28.04	Costco Whse #0069 - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 29.68	Jimmy Johns - 1646 - E - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 164.56	Lowen Corporation - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 329.99	Office Depot #1080 - PCard
07/19/2021	ACH	U.S. Bank PCards	Planning	$ 289.99	Office Depot #450 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 593.61	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 2,335.32	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 2,217.08	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 42.00	Accent Print Shop - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 179.88	Adobe Acropro Subs - PCard

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07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 11.37	Albertsons #4025 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 37.97	Albertsons #4025 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 12.99	Amazon Prime*2117A4S82 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 40.26	Amzn Mktp Us*210B96Yx1 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 74.99	Amzn Mktp Us*211Vb5E12 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 617.88	B&H Photo 800-606-6969 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 50.00	Beckers Glass Shop - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 300.00	Billings Army Navy Surplu - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 1,962.76	Doubletree Hotels - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 82.76	Econo Print - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 99.59	Evergreen Ace Hardware - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 1,357.00	Gunarama Wholesale Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 427.41	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 230.65	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 82.12	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 18.00	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 38.40	Int'L Code Council Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 138.00	Int'L Code Council Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 57.36	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 42.25	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 2.69	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 1,575.00	National Tactical Office - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 490.10	Nfpa Natl Fire Protect - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 7.98	Office Depot #450 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 27.00	Quickconfirm.Com Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 165.50	Sirchie Finger Print Labo - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 109.75	Sirchie Finger Print Labo - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ (699.00)	Special Event Safety S - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 244.83	Spectrum - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 149.99	Target 00001719 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 348.21	The Home Depot 3101 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 33.80	Travel Guard Group Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 520.05	United 0162354734079 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 700.50	Universal Awards - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 9.56	Ups*000000W219W8251 - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 35.28	Yellowstone Valley Elect - PCard
07/19/2021	ACH	U.S. Bank PCards	Public Safety	$ 99.84	Zoom.Us 888-799-9666 - PCard
07/19/2021	ACH	U.S. Bank PCards	Radio	$ 10.76	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 85.41	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 30.95	Albertsons #0047 - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 188.91	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 243.31	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 394.02	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 394.87	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 382.57	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 215.52	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 120.00	Billings Construction Sup - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 494.52	Fastenal Company 01Mtbll - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 1,351.11	Fastenal Company 01Mtbll - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 108.85	Fisher'S Technology - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 52.28	Frontier Fence - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 86.58	Hanson Chemical - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 21.96	Harbor Freight Tools 207 - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 194.95	Industrial Sales And Se - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 264.12	Lawson Products - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 268.94	Lowes #00319* - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 346.72	Mfcp Billings - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 37.46	Napa Store 3547001 - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 419.98	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Solid Waste	$ 54.47	Ups (800) 811-1648 - PCard
07/19/2021	ACH	U.S. Bank PCards	Street/Traffic	$ 55.54	A And H Turf And Specialt - PCard
07/19/2021	ACH	U.S. Bank PCards	Street/Traffic	$ 29.96	Albertsons #0047 - PCard
07/19/2021	ACH	U.S. Bank PCards	Street/Traffic	$ 694.28	Atsi Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Street/Traffic	$ 21.38	Billings - Tacoma Screw P - PCard
07/19/2021	ACH	U.S. Bank PCards	Street/Traffic	$ 349.99	Office Depot #450 - PCard
07/19/2021	ACH	U.S. Bank PCards	Street/Traffic	$ (100.00)	Wwett Reg - PCard
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 3.76	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 100.00	Alpine Plumbing Heating & - PCard
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 109.96	Amzn Mktp Us*210Ez0Ax2 - PCard
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 910.00	Creative Monograms Smb - PCard
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 74.00	Creative Monograms Smb - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 149.19	Ecolab Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Transit	$ 225.00	In *Cotter'S Sewer, Septi - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 36.50	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 12.82	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 98.84	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 159.60	A And H Turf And Specialt - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 146.18	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 50.64	Carquest 3103 - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 612.84	General Equipment Company - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 46.04	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 100.41	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 4.90	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 49.35	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 285.45	Graybar Electric Company - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 29.95	Kb Commercial Products - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 16.09	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 511.20	Midland Scientific Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 220.46	Midland Scientific Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 120.64	Midland Scientific Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 120.00	Mt Dli Ebiz - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 60.00	Mt Dli Ebiz - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 40.00	Mt Gov Online Trnsctns - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 20.92	Northwest Industrial Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 13.65	Northwest Industrial Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 172.00	Ohd - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 172.00	Ohd - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 67.19	Pacific Steel Branch #02 - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 43.50	Rocky Mountain Truck - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 289.95	Sherwin Williams 703429 - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 48.18	Sherwin Williams 703429 - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 129.99	Shipton'S Big R-East - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 33.57	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 399.99	Victor Technology Llc - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 163.94	Yellowstone Valley Elect - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 226.52	Yellowstone Valley Elect - PCard
07/19/2021	ACH	U.S. Bank PCards	Wastewater	$ 17.86	Yellowstone Valley Elect - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	ACH	U.S. Bank PCards	Water	$ 109.50	360 Office Solutions Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 239.40	A And H Turf And Specialt - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 438.52	Alsco Inc. - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 90.60	Amazon.Com*217Ec9Rc1 Amzn - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 51.25	Billings - Tacoma Screw P - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 215.32	Billings - Tacoma Screw P - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 75.96	Carquest 3103 - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 25.72	Carquest 3103 - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 242.61	Dxp Enterprises - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 204.76	Edge Construction Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 35.88	Fedex 280774764379 - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 366.49	Fedex Offic16000016089 - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 919.26	General Equipment Company - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 49.34	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 46.05	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 4.91	Grainger - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 285.46	Graybar Electric Company - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 511.00	Hach Company - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 93.15	Industrial Coating Soluti - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 89.85	Kb Commercial Products - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 12.66	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 112.96	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 30.96	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 57.10	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 19.98	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 24.42	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 7.18	Kings Ace Hdwe - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 97.89	Mcmaster-Carr - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 90.00	Mt Dli Ebiz - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 120.00	Mt Dli Ebiz - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 390.00	Mt Gov Online Trnsctns - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 20.48	Northwest Industrial Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 31.38	Northwest Industrial Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 28.07	Northwest Industrial Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 121.52	Northwest Industrial Supp - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 628.67	Office Depot #2135 - PCard

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	ACH	U.S. Bank PCards	Water	$ 258.00	Ohd - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 258.00	Ohd - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 100.78	Pacific Steel Branch #02 - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 88.35	Rj Mann & Associates Inc - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 65.26	Rocky Mountain Truck - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 58.90	Samsclub #4805 - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 50.36	Shipton'S Big R-West - PCard
07/19/2021	ACH	U.S. Bank PCards	Water	$ 15.00	Tvetene Turf Inc - PCard
07/19/2021	844763	Unemployment Ins	Payroll Clearing	$ 25,062.11	Unemployment Insurance for Quarter ending 6/30/2021
07/19/2021	844770	Verizon Wireless	Airport	$ 51.79	Airport
07/19/2021	844770	Verizon Wireless	Engineering	$ 136.60	PW-Engineering
07/19/2021	844770	Verizon Wireless	Fleet	$ 115.82	Motor Pool
07/19/2021	844770	Verizon Wireless	General	$ 99.21	City Administrator 0100-13130-403450
07/19/2021	844770	Verizon Wireless	Park Dist 1	$ 57.11	PRPL-PARKS
07/19/2021	844770	Verizon Wireless	Parking	$ 27.32	Parking 406-690-5822
07/19/2021	844770	Verizon Wireless	Parking	$ 54.77	PRKING Enforcement (Parking)
07/19/2021	844770	Verizon Wireless	PD Program	$ 397.25	CCSIU Cell/PTT
07/19/2021	844770	Verizon Wireless	PD Program	$ 54.64	CCSIU MDT
07/19/2021	844770	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
07/19/2021	844770	Verizon Wireless	Public Safety	$ 268.32	Fire MDT
07/19/2021	844770	Verizon Wireless	Public Safety	$ 600.42	MDT Toughbooks
07/19/2021	844770	Verizon Wireless	Public Safety	$ 40.13	MDT Toughbooks
07/19/2021	844770	Verizon Wireless	Public Safety	$ 107.26	Police
07/19/2021	844770	Verizon Wireless	Public Safety	$ 80.02	Police iPad St John & Lawrence
07/19/2021	844770	Verizon Wireless	Public Safety	$ 40.01	Police MiFi 406-633-0820 406-598-6294
07/19/2021	844770	Verizon Wireless	Public Safety	$ 51.79	Police -Mike Robinson
07/19/2021	844770	Verizon Wireless	Solid Waste	$ 27.32	PW Dozer Trimble Dozer
07/19/2021	844770	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
07/19/2021	844770	Verizon Wireless	Solid Waste	$ 259.67	PW-SW-ON CALL Solid Waste On Call
07/19/2021	844770	Verizon Wireless	Solid Waste	$ 81.20	PW-SW-ON CALL Solid Waste On Call
07/19/2021	844770	Verizon Wireless	Solid Waste	$ 479.90	Solid Waste Tablets -Routware
07/19/2021	844770	Verizon Wireless	Street/Traffic	$ 81.96	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
07/19/2021	844770	Verizon Wireless	Street/Traffic	$ 163.92	PW-Streets City Works
07/19/2021	844770	Verizon Wireless	Street/Traffic	$ 201.02	PW-STRT TRFC Streets
07/19/2021	844770	Verizon Wireless	Transit	$ 309.02	MET AVL
07/19/2021	844770	Verizon Wireless	Wastewater	$ 32.74	PW-Distribution Collection Tablets 60/40

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/19/2021	844770	Verizon Wireless	Water	$ 27.32	PW Belknap Meter Shop
07/19/2021	844770	Verizon Wireless	Water	$ 90.06	PW Environmental iPads
07/19/2021	844770	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment Brian Risser 406-696-4245
07/19/2021	844770	Verizon Wireless	Water	$ 54.64	PWBLNP Comm-Meter CityWorks/Neptune
07/19/2021	844770	Verizon Wireless	Water	$ 49.10	PW-Distribution Collection Tablets 60/40
07/19/2021	844782	Yellowstone Co Finance	Wastewater	$ 3,000.00	Temporary Construction Easement.
07/19/2021	844782	Yellowstone Co Finance	Wastewater	$ 17,000.00	Easement w/Yellowstone Co for sewer facilities at Metra Park
07/19/2021	844780	Yellowstone County	Public Safety	$ 16,100.00	YCDF June 2021 boarders
07/19/2021	844780	Yellowstone County	Public Safety	$ 21.05	YCDF MEd billings 4th quarter

City Council Regular

Date:	08/23/2021
Title:	Payment of Claims for week of July 26, 2021
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	No

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of $3,865,489.43 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

Payment Approval Process

Every invoice for payment in entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.) Each invoice goes through a multi-step approval process depending upon the amount of the payment.

First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment.

Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached.

If the payment is greater than $1,000, then it must be approved by the Finance Director or designee.
If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator.

Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

- No other alternatives were analyzed

FISCAL EFFECTS

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.

Attachments

Councilmemo wk of 07262021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844786	360 Office	P.W. Admin	$ 172.08	Contracted Coverage for 4/10/2021-5/9/2021
07/26/2021	844786	361 Office	Wastewater	$ 160.66	2 toner for printer in electrical shop
07/26/2021	844786	362 Office	Public Safety	$ 165.60	HP1010 TONER, TZ LABELLER TAPES
07/26/2021	844786	363 Office	Public Safety	$ 77.46	HP1010 TONER, TZ LABELLER TAPES
07/26/2021	844786	364 Office	Public Safety	$ 63.57	HP1010 TONER, TZ LABELLER TAPES
07/26/2021	844786	365 Office	Water	$ 436.53	GARBAGE CANS FOR COMMONS & LUNCHROOM
07/26/2021	844786	366 Office	Wastewater	$ 145.51	GARBAGE CANS FOR COMMONS & LUNCHROOM
07/26/2021	844786	367 Office	Wastewater	$ 188.04	OFFICE SUPPLIES WRF
07/26/2021	844786	368 Office	Wastewater	$ 302.00	CHAIR
07/26/2021	844786	369 Office	Wastewater	$ 30.42	OFFICE SUPPLIES
07/26/2021	844786	370 Office	P.W. Admin	$ 152.72	Monthly contracted services; Contract # 13276-01
07/26/2021	844786	371 Office	P.W. Admin	$ 199.27	Contract coverage for 3/10/2021-4/9/2021
07/26/2021	844786	372 Office	Water	$ 531.75	REPLACEMENT BULLETIN BOARDS FOR LUNCHROOM
07/26/2021	844786	373 Office	Wastewater	$ 177.25	REPLACEMENT BULLETIN BOARDS FOR LUNCHROOM
07/26/2021	844787	704 Properties	Tax Incr N27	$ 100,000.00	Wise Wonders Children's Museum TIF Grant
07/26/2021	844794	Am Assoc Airport Exec	Airport	$ 6,500.00	Invoice #1092653. IET Maintenance 7/1/21 - 6/30/22
07/26/2021	844800	AT & T Corp	Airport	$ 660.71	Airport -Added three new Police lines
07/26/2021	844800	AT & T Corp	Building	$ 45.20	BUILDING
07/26/2021	844800	AT & T Corp	Building	$ 11.52	BUILDING
07/26/2021	844800	AT & T Corp	Building	$ 464.83	PW-Building Cell Phones
07/26/2021	844800	AT & T Corp	Building	$ 406.49	PW-Building Tablets (Planning)
07/26/2021	844800	AT & T Corp	CDBG	$ 145.68	Comm Dev
07/26/2021	844800	AT & T Corp	Court Grants	$ 211.83	Muni Court DC
07/26/2021	844800	AT & T Corp	Engineering	$ 104.52	Engineering Tablets
07/26/2021	844800	AT & T Corp	Engineering	$ 134.09	PW-Engineering Cell Phones and MiFi
07/26/2021	844800	AT & T Corp	Engineering	$ 118.23	PW-Engineering Cell Phones and MiFi
07/26/2021	844800	AT & T Corp	Facilities	$ 90.40	Facilities
07/26/2021	844800	AT & T Corp	Facilities	$ 122.04	Facilities BOC
07/26/2021	844800	AT & T Corp	Facilities	$ 103.90	Facilities City Hall
07/26/2021	844800	AT & T Corp	Facilities	$ 34.84	Facilities iPad
07/26/2021	844800	AT & T Corp	General	$ 95.75	City Attorney -Legal
07/26/2021	844800	AT & T Corp	General	$ 283.39	Code Enforcement
07/26/2021	844800	AT & T Corp	General	$ 31.34	Code Enforcement
07/26/2021	844800	AT & T Corp	General	$ 45.51	Legal Dept -Domestic Violence
07/26/2021	844800	AT & T Corp	General	$ 45.51	Municipal Court
07/26/2021	844800	AT & T Corp	General	$ 105.96	Parks Seasonal and Rec Seasonal

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844800	AT & T Corp	General	$ 321.10	PRPL - Recreation Division
07/26/2021	844800	AT & T Corp	General	$ 139.36	REC Tablets
07/26/2021	844800	AT & T Corp	IT Resources	$ 50.24	IT Department -On call Phone -added hotspot
07/26/2021	844800	AT & T Corp	Library	$ 241.83	Library
07/26/2021	844800	AT & T Corp	Library	$ 107.31	Library Out Reach
07/26/2021	844800	AT & T Corp	P.W. Admin	$ 41.15	PWBLKNP OFFICE -60/40
07/26/2021	844800	AT & T Corp	P.W. Admin	$ 27.43	PWBLKNP OFFICE -60/40
07/26/2021	844800	AT & T Corp	Park Dist 1	$ 636.12	Parks Dept.
07/26/2021	844800	AT & T Corp	Park Dist 1	$ 87.85	Parks Seasonal and Rec Seasonal
07/26/2021	844800	AT & T Corp	Park Dist 1	$ 373.24	PRPL Parks Tablets
07/26/2021	844800	AT & T Corp	Park Dist 1	$ 243.88	PRPL Parks Tablets
07/26/2021	844800	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
07/26/2021	844800	AT & T Corp	Parking	$ 284.88	Parking Phones
07/26/2021	844800	AT & T Corp	PD Program	$ 80.28	CCSIU Toughbook
07/26/2021	844800	AT & T Corp	PD Program	$ 45.51	Domestic Violence
07/26/2021	844800	AT & T Corp	Phone System	$ 3.46	Metro Cells
07/26/2021	844800	AT & T Corp	Phone System	$ 17.49	TeleComm Manager
07/26/2021	844800	AT & T Corp	Phone System	$ 50.24	TeleComm Manager
07/26/2021	844800	AT & T Corp	Planning	$ 62.69	PLANNING
07/26/2021	844800	AT & T Corp	Public Safety	$ 243.95	Animal Control Cell Phones
07/26/2021	844800	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
07/26/2021	844800	AT & T Corp	Public Safety	$ 288.69	Comm. Center 9-1-1
07/26/2021	844800	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
07/26/2021	844800	AT & T Corp	Public Safety	$ 1,251.44	Fire Department Cell Phones
07/26/2021	844800	AT & T Corp	Public Safety	$ 85.65	ICAC -Campbell and Spare
07/26/2021	844800	AT & T Corp	Public Safety	$ 1,238.74	MDT Fire
07/26/2021	844800	AT & T Corp	Public Safety	$ 3,033.90	Police Department Cell Phone
07/26/2021	844800	AT & T Corp	Public Safety	$ 401.40	Police MDT Toughbooks and Loaner MDT's
07/26/2021	844800	AT & T Corp	Public Safety	$ 3,692.88	Police MDT Toughbooks and Loaner MDT's
07/26/2021	844800	AT & T Corp	Public Safety	$ 272.78	Police -Resource Officers
07/26/2021	844800	AT & T Corp	Public Safety	$ 200.70	Yellowstone County Cellular Charges -Three cradlepoints
07/26/2021	844800	AT & T Corp	Solid Waste	$ 45.20	SOLID WASTE SUPERINTENDANT
07/26/2021	844800	AT & T Corp	Street/Traffic	$ 372.15	School Flashers
07/26/2021	844800	AT & T Corp	Street/Traffic	$ 273.24	Street Traffic iPads
07/26/2021	844800	AT & T Corp	Transit	$ 1,003.50	MET Transit Max Transit
07/26/2021	844800	AT & T Corp	Transit	$ 8.91	MET Transit On Call

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844800	AT & T Corp	Transit	$ 426.68	MET Transit Tablets
07/26/2021	844800	AT & T Corp	Transit	$ 642.24	MET Transit Tablets
07/26/2021	844800	AT & T Corp	Wastewater	$ 180.80	PW Environmental
07/26/2021	844800	AT & T Corp	Wastewater	$ 279.91	PWBELKNAP-DIST COLL CELL PHONES 60/40
07/26/2021	844800	AT & T Corp	Wastewater	$ 475.10	PWBLKNP Electricians -Phones
07/26/2021	844800	AT & T Corp	Wastewater	$ 27.66	PWBLKNP STORES -75/25
07/26/2021	844800	AT & T Corp	Wastewater	$ 861.11	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
07/26/2021	844800	AT & T Corp	Wastewater	$ 443.34	PW-Distribution Collection Tablets 60/40
07/26/2021	844800	AT & T Corp	Water	$ 419.87	PWBELKNAP-DIST COLL CELL PHONES 60/40
07/26/2021	844800	AT & T Corp	Water	$ 1,045.53	PWBELKNAP-WT Water Treatment
07/26/2021	844800	AT & T Corp	Water	$ 609.89	PWBLKNP COMM-METER CityWorks/Neptune
07/26/2021	844800	AT & T Corp	Water	$ 124.20	PWBLKNP MTRSHOP CELL PHONE AND IPADS
07/26/2021	844800	AT & T Corp	Water	$ 214.83	PWBLKNP MTRSHOP CELL PHONE AND IPADS
07/26/2021	844800	AT & T Corp	Water	$ 82.97	PWBLKNP STORES -75/25
07/26/2021	844800	AT & T Corp	Water	$ 665.00	PW-Distribution Collection Tablets 60/40
07/26/2021	844810	Billings Depot	Engineering	$ 14,564.43	August Depot Rent
07/26/2021	844811	Billings Tourism	Tourism BID-2	$ 27,867.09	Paid June Distributed July, 2021
07/26/2021	844814	Border States Electric	Wastewater	$ 74.84	Cable strain relief fittings for secondary digester
07/26/2021	844814	Border States Electric	Wastewater	$ 2,911.16	Control system terminal software upgrade
07/26/2021	844814	Border States Electric	Wastewater	$ 158.71	electrical supplies for polymer skid control wiring
07/26/2021	844814	Border States Electric	Wastewater	$ 245.01	electrical supplies labels & fittings for Polymer skid
07/26/2021	844814	Border States Electric	Wastewater	$ 14,245.99	emergency order, new drive for SSP #4 pump when old one failed
07/26/2021	844814	Border States Electric	Wastewater	$ 35.24	knife & fishtape
07/26/2021	844814	Border States Electric	Wastewater	$ 935.36	Shiloh LS0012
07/26/2021	844814	Border States Electric	Water	$ 325.99	electrical supplies
07/26/2021	844814	Border States Electric	Water	$ 657.86	electrical supplies for PLC at Waldo lightning issue
07/26/2021	844814	Border States Electric	Water	$ 2,653.53	EWBT Network Gateway
07/26/2021	844814	Border States Electric	Water	$ 35.24	knife & fishtape
07/26/2021	844814	Border States Electric	Water	$ 70.03	parts for thinclient cardswipe box at UV at WTP
07/26/2021	844814	Border States Electric	Water	$ 5,585.46	PLC Processor upgrade
07/26/2021	844814	Border States Electric	Water	$ 26.17	PLC Processor upgrade
07/26/2021	844814	Border States Electric	Water	$ 1,171.32	REPAIR PARTS FOR WALTER #2 VFD
07/26/2021	844817	Business Tax Section	Gas Tax	$ 2,118.30	City Overlay Schedule 3 City Digouts
07/26/2021	844817	Business Tax Section	Gas Tax	$ 479.35	Wicks Lane Improvements
07/26/2021	844817	Business Tax Section	General	$ 3,046.42	WO 21-40 Slope Stabilization Above Park Place
07/26/2021	844817	Business Tax Section	Public Safety	$ 77.50	CGR-1 CONTRACT AWARD - FIRE 4: HVAC REPLACEMENT

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844817	Business Tax Section	SID Const	$ 10.37	Final payment -Business tax on Good Earth Works-Annafeld
07/26/2021	844817	Business Tax Section	SID Const	$ 89.62	retainage on Good Earth work annafeld
07/26/2021	844817	Business Tax Section	Sidewalk Const	$ 1,717.58	Wicks Lane Improvements
07/26/2021	844817	Business Tax Section	Wastewater	$ 368.25	Belknap Office Remodel
07/26/2021	844817	Business Tax Section	Wastewater	$ -	WO 20-10 WRF Equipment Installation
07/26/2021	844817	Business Tax Section	Wastewater	$ 11.88	WO 21-05 CCTV Support for WWMP
07/26/2021	844817	Business Tax Section	Water	$ 325.24	Belknap Office Remodel
07/26/2021	844818	C&B Operation	Capital Replace	$ -	5 foot z-turn mower
07/26/2021	844818	C&B Operation	Capital Replace	$ 22,620.00	6 foot front mount mower
07/26/2021	844821	Central Service Div	Public Safety	$ 45,791.68	July 1, 2021- June 30, 2022 CJIN for Billings Police Department.
07/26/2021	844828	Civicplus	Airport	$ 317.48	Quarterly Civic Send Airport
07/26/2021	844828	Civicplus	IT Resources	$ 208.37	DNS Hosting Fee
07/26/2021	844828	Civicplus	IT Resources	$ 317.48	Quarterly CivicSend IT
07/26/2021	844828	Civicplus	IT Resources	$ 6,766.90	Quarterly Hosting & Support Fees
07/26/2021	844828	Civicplus	IT Resources	$ 169.51	SSL Certificate Quarterly Fee Renewa
07/26/2021	844828	Civicplus	Public Safety	$ 1,108.02	Fire annual Civicplus renewal
07/26/2021	844836	Cues	Street/Traffic	$ 9,450.00	MP+ push camera system for storm drain system
07/26/2021	844842	David Turch & Assc	P.W. Admin	$ 4,000.00	Consulting for Public Works Infrastructure
07/26/2021	844845	Denny Menholt Frontier	Property Ins	$ 1,344.95	Police Car #1430 Repairs #382339
07/26/2021	844845	Denny Menholt Frontier	Property Ins	$ 14,821.32	Police Car #1430 Repairs #382322
07/26/2021	844846	DHM Design Corp	Park Dist 1	$ 6,492.10	Coulson Park Infrastructure Improvement
07/26/2021	844847	Dick Anderson Const	Wastewater	$ 49,500.00	WO2010 WRF Equipment Installation
07/26/2021	844849	Dixie Petro-Chem	General	$ 70.00	chlorine for pools
07/26/2021	844849	Dixie Petro-Chem	Water	$ 8,264.00	BULK CHLORINE
07/26/2021	844850	DoubleMap Inc	Transit	$ 8,109.00	Invoice #CINV-006829. Subscription 6/11/21 - 6/10/22
07/26/2021	844851	Downtown Billings BID	Downtown BID	$ 12,677.34	BID Assessment; Paid June Distributed July, 2021
07/26/2021	844856	Empire Garage Owners	Parking	$ 8,604.61	City of Billings July Assessment
07/26/2021	844856	Empire Garage Owners	Parking	$ 17,209.22	City of Billings May and June 2021 Assessment
07/26/2021	844861	Flathead Co Sheriff	PD Program	$ 34,274.00	ICAC Donation Wages & Benefits for qtr end 6/30/21.
07/26/2021	844864	GeoStabilization	General	$ 301,595.58	WO 21-40 Slope Stabilization Above Park Place
07/26/2021	844865	Good Earth Works	SID Const	$ 1,026.93	Final payment-Irrigation improvement for Annafeld Subdivision
07/26/2021	844865	Good Earth Works	SID Const	$ 8,873.07	final retainage release
07/26/2021	844870	HDR, Inc.	Water	$ 3,898.45	WO 18-23 Water Master Plan Update
07/26/2021	844872	High Point Network	IT Resources	$ 40,728.00	All eligible Juniper Switch maintenance and routers to June 30, 2024
07/26/2021	844878	InfoSend	P.W. Admin	$ 12,755.62	Monthly Service
07/26/2021	844878	InfoSend	P.W. Admin	$ 3,121.95	Monthly Service

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07/26/2021	844879	Insight Public Sector	IT Resources	$ 3,729.46	Qty.3 12.9" iPads with cellular 128GB with zagg keyboard case -IT and GIS
07/26/2021	844874	I-State Truck	Public Safety	$ 37.66	C251314232.01
07/26/2021	844874	I-State Truck	Street/Traffic	$ 318,670.00	2 - 2021 37,000 GVW single axle trucks with dump/sander/plow
07/26/2021	844874	I-State Truck	Street/Traffic	$ 5,594.00	5 year engine/transmission warranty
07/26/2021	844874	I-State Truck	Street/Traffic	$ 37.66	C251314641.01
07/26/2021	844874	I-State Truck	Street/Traffic	$ 172.00	C251314810.01
07/26/2021	844874	I-State Truck	Street/Traffic	$ (2,000.00)	trade unit 1195 1986 Ford dump truck flatbed
07/26/2021	844874	I-State Truck	Water	$ 87.05	NONSTOCKING ITEMS-P.U.D.
07/26/2021	844882	Kadrmas Lee & Jackson	Arterial Streets	$ 14,025.00	WO 20-15 Wicks Lane Improvements Project
07/26/2021	844887	Knife River	Gas Tax	$ 209,711.75	City Overlay Schedule 3 City Digouts
07/26/2021	844887	Knife River	Gas Tax	$ 37,595.98	SID 14-13 Winged Foot Road and Greanbriar Road
07/26/2021	844887	Knife River	SID Const	$ 34,472.05	SID 14-13 Winged Foot Road and Greanbriar Road
07/26/2021	844887	Knife River	Street/Traffic	$ 2,622.95	asphalt
07/26/2021	844887	Knife River	Street/Traffic	$ 3,448.50	asphalt
07/26/2021	844887	Knife River	Street/Traffic	$ 6,427.85	asphalt
07/26/2021	844887	Knife River	Wastewater	$ 7,749.31	4,000 Tons of City of Billings' specs for 3/4" road material delivered
07/26/2021	844887	Knife River	Wastewater	$ 4,487.98	4,000 Tons of City of Billings' specs for 3/4" road material delivered
07/26/2021	844887	Knife River	Water	$ 11,623.96	4,000 Tons of City of Billings' specs for 3/4" road material delivered
07/26/2021	844887	Knife River	Water	$ 6,731.97	4,000 Tons of City of Billings' specs for 3/4" road material delivered
07/26/2021	844887	Knife River	Water	$ 3,053.66	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
07/26/2021	844891	KTVQ	P.W. Admin	$ 4,500.00	strategic plan, create & production-video & digital display
07/26/2021	844891	KTVQ	P.W. Admin	$ 5,000.00	strategic plan, create & production-video & digital display
07/26/2021	844891	KTVQ	P.W. Admin	$ 450.00	strategic plan, create & production-video & digital display
07/26/2021	844893	Land Design	Park Dist 1	$ 12,317.25	phase I of the Poly Vista project
07/26/2021	844893	Land Design	Tax Incrmnt S	$ 610.00	admin & const management for shelter at Optimist Park
07/26/2021	844895	Less, Inc	PD Program	$ 7,500.00	Annual subscription for 7/1/21 to 6/30/22.
07/26/2021	844903	Missoula Public Library	Library	$ 7,782.69	Ancestry/Heritage Quest FY2022
07/26/2021	844908	MMIA	Property Ins	$ 1,432,588.00	Billings Liability Self Insurance Program July 1, 2021
07/26/2021	844911	Moulton Bellingham	General	$ 585.00	Inv.#142605 Houser WWFF
07/26/2021	844911	Moulton Bellingham	General	$ 517.50	Inv.#142606 Abromeit et al v. COB
07/26/2021	844911	Moulton Bellingham	General	$ 1,690.00	Inv.#142607 Heights Water District Contract Dispute
07/26/2021	844911	Moulton Bellingham	General	$ 7,772.50	Inv.#142608 Stillwater Building Real Estate Purchase
07/26/2021	844911	Moulton Bellingham	General	$ 3,737.00	Inv.#142631 BBWA Ditch Breach
07/26/2021	844911	Moulton Bellingham	General	$ 4,037.50	Inv.#142813 McDaniel v. COB
07/26/2021	844906	MT Dakota Utilities	Airport	$ 122.50	129 573 1000 1. Mud Wash. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 24.95	160 723 3573 6. USDA. July 2021

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07/26/2021	844906	MT Dakota Utilities	Airport	$ 29.86	185 580 1000 7. TSA. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 29.17	229 573 1000 0. Detail Bay 1 Hertz. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 24.95	283 116 0655 3. Alpine Maintenance. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 117.67	285 580 1000 6
07/26/2021	844906	MT Dakota Utilities	Airport	$ 24.95	295 580 1000 4. Aero Interiors. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 31.98	329 573 1000 9. Detail Bay 3 Enterprise. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 30.56	429 573 1000 8. Detail Bay 4 Avis/Budget. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 27.05	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 6,576.68	595 580 1000 1
07/26/2021	844906	MT Dakota Utilities	Airport	$ 34.08	629 573 1000 6. Detail Bay 2 National/Alamo. July 2021
07/26/2021	844906	MT Dakota Utilities	Airport	$ 122.50	706 580 1000 7
07/26/2021	844906	MT Dakota Utilities	Airport	$ 83.14	889 373 1000 6. Car Wash. July 2021
07/26/2021	844906	MT Dakota Utilities	Engineering	$ 77.24	595 373 1000 1
07/26/2021	844906	MT Dakota Utilities	EOC 911	$ 66.46	082-939-8378-2 STANDBY GENERATOR - 911 CENTER, BILLINGS
07/26/2021	844906	MT Dakota Utilities	Facilities	$ 231.21	929 780 1000 4
07/26/2021	844906	MT Dakota Utilities	General	$ 40.94	437 780 1000 9
07/26/2021	844906	MT Dakota Utilities	Library	$ 365.84	219 924 4851 0
07/26/2021	844906	MT Dakota Utilities	P.W. Admin	$ 19.31	595 373 1000 1
07/26/2021	844906	MT Dakota Utilities	Park Dist 1	$ 24.17	501 473 1000 2
07/26/2021	844906	MT Dakota Utilities	Parking	$ 23.39	303 725 2591 2
07/26/2021	844906	MT Dakota Utilities	Parking	$ 23.39	717 353 1000 6
07/26/2021	844906	MT Dakota Utilities	Public Safety	$ 24.17	062 907 9494 7
07/26/2021	844906	MT Dakota Utilities	Public Safety	$ 320.97	169 233 1000 3
07/26/2021	844906	MT Dakota Utilities	Public Safety	$ 23.39	514 117 0478 9
07/26/2021	844906	MT Dakota Utilities	Public Safety	$ 69.61	602 589 7178 1
07/26/2021	844906	MT Dakota Utilities	Public Safety	$ 83.42	885 880 1000 4
07/26/2021	844906	MT Dakota Utilities	Transit	$ 108.29	962 880 1000 0
07/26/2021	844906	MT Dakota Utilities	Wastewater	$ 1,277.80	293 780 1000 2
07/26/2021	844906	MT Dakota Utilities	Wastewater	$ 1,277.80	293 780 1000 2
07/26/2021	844906	MT Dakota Utilities	Wastewater	$ 2,555.60	293 780 1000 2
07/26/2021	844906	MT Dakota Utilities	Wastewater	$ 74.16	596 733 1000 5
07/26/2021	844906	MT Dakota Utilities	Wastewater	$ 73.48	713 064 3190 0
07/26/2021	844906	MT Dakota Utilities	Wastewater	$ 74.86	843 879 2205 1
07/26/2021	844906	MT Dakota Utilities	Water	$ 71.69	076 225 9180 3
07/26/2021	844906	MT Dakota Utilities	Water	$ 13.53	373 580 1000 9
07/26/2021	844906	MT Dakota Utilities	Water	$ 13.52	373 580 1000 9

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07/26/2021	844906	MT Dakota Utilities	Water	$ 24.95	541 380 1000 1
07/26/2021	844906	MT Dakota Utilities	Water	$ 72.78	921 580 1000 6
07/26/2021	844913	MT Waterworks	Street/Traffic	$ 90.00	red marking paint
07/26/2021	844913	MT Waterworks	Water	$ 488.55	10 REDDI ROD RESTRAINERS. 1 8" GRIP RING
07/26/2021	844913	MT Waterworks	Water	$ 16.48	1-1/4" STIFFNERS - CTS PE INSERTS SS
07/26/2021	844913	MT Waterworks	Water	$ 373.22	2" BRASS COMPRESSION COUPLING FOR COPPER PIPE
07/26/2021	844913	MT Waterworks	Water	$ 438.42	3/4" CC X COMP CORP STOP
07/26/2021	844913	MT Waterworks	Water	$ 326.00	3/4" COMPRESSION COUPLING SLIP
07/26/2021	844913	MT Waterworks	Water	$ 45.02	3/4" COUPLING CTS X FLARE
07/26/2021	844913	MT Waterworks	Water	$ 121.74	3/4" MALE STRAIGHT COUPLING COPPER FLARE NUT X M.I.P
07/26/2021	844913	MT Waterworks	Water	$ 8,730.00	3/4" METER LOOPS AKA YOKE
07/26/2021	844913	MT Waterworks	Water	$ 68.50	3/4" STIFFENERS - CTS PE INSERTS SS
07/26/2021	844913	MT Waterworks	Water	$ 45.00	3/4" X 100' POLY PIPE - SDR9 CTS 250#
07/26/2021	844913	MT Waterworks	Water	$ 1,545.27	4 " MJ GATE VALVE
07/26/2021	844913	MT Waterworks	Water	$ 151.08	4" X 15" X CC3 CI-FC REPAIR CLAMP
07/26/2021	844913	MT Waterworks	Water	$ 114.33	6 X 2 TAPPING SADDLE
07/26/2021	844913	MT Waterworks	Water	$ 536.80	6" HYMAX COUPLING - 6.42-7.68
07/26/2021	844913	MT Waterworks	Water	$ 42.00	6" TYTON PUSH-ON GASKET
07/26/2021	844913	MT Waterworks	Water	$ 301.26	8" X 1-1/2" HINGED TAPPING SADDLE FOR PVC
07/26/2021	844913	MT Waterworks	Water	$ 519.00	8" X 15" X CC3 REPAIR CLAMP
07/26/2021	844913	MT Waterworks	Water	$ 359.33	8" X 30" C1-FC REPAIR CLAMP - F1-939 X 30-SH
07/26/2021	844913	MT Waterworks	Water	$ 832.50	CURB BOX 3/4" - 1-1/2" TAP - 7' BURY
07/26/2021	844913	MT Waterworks	Water	$ 981.60	TYLER #6 VALVE BOX BASE
07/26/2021	844917	NorthWestern Energy	Airport	$ 2,298.17	0100483-7. Runway Lights. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 1,247.98	0100484-5. ARFF Facility. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 62.23	1138926-9. Aero Interiors. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 58.74	1647695-4. De Icer. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 799.88	1669567-8. TSA. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 1,572.34	1993430-6. Car Wash. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 237.36	2001846-1. Mud Wash. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 226.76	2001848-7. Detail Bay 1 Hertz. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 139.30	2001855-2. Detail Bay 2 National/Alamo. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 115.66	2001862-8. Detail Bay 3 Enterprise. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 143.92	2001865-1. Detail Bay 4 Avis/Budget. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 33.62	2001867-7. Detail Bay 5 Thrifty/Dollar. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 709.95	2477231-9. Parking Zone. July 2021

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07/26/2021	844917	NorthWestern Energy	Airport	$ 49.92	3085107-5. Employee Parking. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 252.37	3446396-8. USDA. July 2021
07/26/2021	844917	NorthWestern Energy	Airport	$ 19.74	3733186-5. Airport Storage. July 2021
07/26/2021	844917	NorthWestern Energy	Facilities	$ 2,215.62	0975808-7
07/26/2021	844917	NorthWestern Energy	Facilities	$ 1,188.69	1160802-3
07/26/2021	844917	NorthWestern Energy	Facilities	$ 1,572.16	1160804-9
07/26/2021	844917	NorthWestern Energy	Facilities	$ 3,531.53	1269391-7
07/26/2021	844917	NorthWestern Energy	General	$ 37.27	0712387-0
07/26/2021	844917	NorthWestern Energy	General	$ 81.36	0712536-2
07/26/2021	844917	NorthWestern Energy	General	$ 79.39	0720818-4
07/26/2021	844917	NorthWestern Energy	General	$ 1,027.27	0720821-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,092.91	SILMD 10 Acct# 0712546-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,995.78	SILMD 100 Acct# 0712559-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,707.95	SILMD 107 Acct# 0712560-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 4,283.45	SILMD 109 Acct# 0712561-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 192.77	SILMD 113 Acct# 0712562-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 921.77	SILMD 114 Acct# 0712563-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 216.88	SILMD 115 Acct# 0712564-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 569.31	SILMD 116 Acct# 0712565-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 3,094.96	SILMD 117 Acct# 0712566-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 197.61	SILMD 118 Acct# 0712567-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 119.97	SILMD 119 Acct# 0712568-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,439.94	SILMD 121 Acct# 0712570-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 182.80	SILMD 122 Acct# 0712571-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 325.32	SILMD 123 Acct# 0712572-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 948.86	SILMD 124 Acct# 0712573-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 379.53	SILMD 125 Acct# 0712574-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 189.78	SILMD 126 Acct# 0712575-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 685.50	SILMD 127 Acct# 0712576-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 479.85	SILMD 128 Acct# 0712577-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 325.32	SILMD 129 Acct# 0712578-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 4,402.13	SILMD 13 Acct# 0721276-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 116.00	SILMD 130 Acct# 0712579-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 840.42	SILMD 131 Acct# 0712580-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 215.41	SILMD 133 Acct# 0712581-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 497.09	SILMD 134 Acct# 0712582-6

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07/26/2021	844918	NorthWestern Energy	Light Maint	$ 502.70	SILMD 135 Acct# 0712583-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 460.89	SILMD 136 Acct# 0712584-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 357.63	SILMD 137 Acct# 0712585-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 731.98	SILMD 138 Acct# 0712586-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 244.00	SILMD 139 Acct# 0712587-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,157.43	SILMD 14 Acct# 0721277-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 569.31	SILMD 143 Acct# 0712588-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 27.08	SILMD 144 Acct# 0712589-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 457.01	SILMD 145 Acct# 0712590-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 352.43	SILMD 146 Acct# 0712591-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 426.53	SILMD 147 Acct# 0712592-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,455.16	SILMD 149 Acct# 0712593-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 731.20	SILMD 150 Acct# 0712594-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 623.51	SILMD 151 Acct# 0712595-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 4,207.63	SILMD 152 Acct# 0712596-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 525.53	SILMD 153 Acct# 0712597-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,188.23	SILMD 154 Acct# 0712598-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 487.99	SILMD 155 Acct# 0712599-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 891.16	SILMD 157 Acct# 0712600-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 786.18	SILMD 158 Acct# 0712601-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 937.79	SILMD 159 Acct# 0712602-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 704.87	SILMD 160 Acct# 0712603-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,028.28	SILMD 161 Acct# 0712604-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 45.72	SILMD 162 Acct# 0712605-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 692.83	SILMD 163 Acct# 0712606-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 365.62	SILMD 164 Acct# 0712607-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 867.52	SILMD 165 Acct# 0712608-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 228.52	SILMD 167 Acct# 0712609-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,121.47	SILMD 17 Acct# 0712553-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 548.41	SILMD 171 Acct# 0712610-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 497.10	SILMD 172 Acct# 0712611-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,142.51	SILMD 173 Acct# 0712612-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 959.71	SILMD 174 Acct# 0712613-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 319.89	SILMD 175 Acct# 0712614-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 32.65	SILMD 176 Acct# 0712615-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 251.35	SILMD 178 Acct# 0712616-2

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07/26/2021	844918	NorthWestern Energy	Light Maint	$ 502.70	SILMD 179 Acct# 0712617-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 94.01	SILMD 18 Acct# 0712554-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 342.77	SILMD 180 Acct# 0712618-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,653.74	SILMD 181 Acct# 0712619-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 571.27	SILMD 182 Acct# 0712620-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,142.52	SILMD 183 Acct# 0712621-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 365.62	SILMD 184 Acct# 0712622-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 137.11	SILMD 185 Acct# 0712623-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 649.58	SILMD 186 Acct# 0712624-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 228.52	SILMD 187 Acct# 0712625-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 274.20	SILMD 188 Acct# 0712626-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 228.52	SILMD 189 Acct# 0712627-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,188.23	SILMD 190 Acct# 0712628-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 407.82	SILMD 191 Acct# 0712629-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 297.05	SILMD 192 Acct# 0712630-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 731.20	SILMD 193 Acct# 0712631-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 284.90	SILMD 194 Acct# 0712632-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 227.92	SILMD 195 Acct# 0712633-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 72.89	SILMD 196 Acct# 0712634-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 72.89	SILMD 197 Acct# 0712635-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 114.25	SILMD 198 Acct# 0712636-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 78.25	SILMD 200 Acct# 0712637-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 479.85	SILMD 201 Acct# 0712638-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 604.94	SILMD 202 Acct# 0712639-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 19.44	SILMD 203 Acct# 0712640-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 371.82	SILMD 204 Acct# 0712641-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 26.13	SILMD 205 Acct# 0712642-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 319.89	SILMD 206 Acct# 0712643-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 365.62	SILMD 207 Acct# 0712644-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 220.50	SILMD 208 Acct# 0712645-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 525.53	SILMD 209 Acct# 0712646-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 87.48	SILMD 210 Acct# 0712647-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 48.60	SILMD 211 Acct# 0712648-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 48.60	SILMD 212 Acct# 0712649-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 29.17	SILMD 213 Acct# 0712650-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 367.51	SILMD 214 Acct# 0712651-9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 137.11	SILMD 216 Acct# 0712652-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 369.92	SILMD 217 Acct# 0712653-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 262.28	SILMD 220 Acct# 0712654-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 6.53	SILMD 221 Acct# 0712655-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 77.02	SILMD 222 Acct# 0712656-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 116.65	SILMD 223 Acct# 0712657-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,380.91	SILMD 224 Acct# 0712658-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 362.67	SILMD 225 Acct# 0712659-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 240.44	SILMD 226 Acct# 0712660-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 558.31	SILMD 227 Acct# 0712661-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 786.18	SILMD 228 Acct# 0712662-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 406.67	SILMD 229 Acct# 0712663-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 948.88	SILMD 230 Acct# 0712664-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 569.31	SILMD 231 Acct# 0712665-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,467.04	SILMD 232 Acct# 0712666-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 858.83	SILMD 233 Acct# 0712667-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 480.88	SILMD 234 Acct# 0712668-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 537.89	SILMD 235 Acct# 0712669-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 170.95	SILMD 236 Acct# 0712670-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 388.46	SILMD 237 Acct# 0712671-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 13.05	SILMD 238 Acct# 0712672-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 91.41	SILMD 239 Acct# 0712673-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 410.26	SILMD 240 Acct# 0712674-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 567.95	SILMD 241 Acct# 0712675-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 81.33	SILMD 242 Acct# 0712676-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 108.45	SILMD 244 Acct# 0712677-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 71.77	SILMD 245 Acct# 0712678-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 325.32	SILMD 246 Acct# 0712679-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 951.55	SILMD 247 Acct# 0712680-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,683.93	SILMD 249 Acct# 0718734-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 205.12	SILMD 250 Acct# 0719001-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 3,798.02	SILMD 251 Acct# 0718801-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 542.21	SILMD 252 Acct# 0719162-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,777.47	SILMD 253 Acct# 0719644-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 154.02	SILMD 254 Acct# 0719763-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 148.53	SILMD 255 Acct# 0720813-5

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 915.04	SILMD 257 Acct# 0720360-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,552.31	SILMD 258 Acct# 0720606-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,375.94	SILMD 259 Acct# 0720810-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 487.99	SILMD 261 Acct# 0720705-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 3,030.81	SILMD 262 Acct# 0720937-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 935.42	SILMD 263 Acct# 0720716-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 544.51	SILMD 265 Acct# 0721556-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 34.26	SILMD 266 Acct# 0721684-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 448.23	SILMD 270 Acct# 0906944-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 933.56	SILMD 271 Acct# 0995095-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,779.16	SILMD 272 Acct# 0905005-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 201.60	SILMD 273 Acct# 0926386-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 488.18	SILMD 276 Acct# 0961926-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 837.41	SILMD 277 Acct# 1058710-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 216.52	SILMD 278 Acct# 1087619-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 58.08	SILMD 279 Acct# 1124127-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 681.80	SILMD 280 Acct# 1045653-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 446.62	SILMD 283 Acct# 1172743-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 319.30	SILMD 285 Acct# 1206985-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 239.94	SILMD 286 Acct# 1296582-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,823.34	SILMD 288 Acct# 1303978-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 228.67	SILMD 289 Acct# 1685375-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 98.41	SILMD 290 Acct# 1433921-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 596.42	SILMD 292 Acct# 1481532-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 228.52	SILMD 293 Acct# 1481534-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 457.01	SILMD 294 Acct# 1481535-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 108.45	SILMD 295 Acct# 1481536-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,211.07	SILMD 296 Acct# 1481537-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 205.66	SILMD 297 Acct# 1481539-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 182.80	SILMD 298 Acct# 1481540-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 401.40	SILMD 300 Acct# 1662840-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 5,380.69	SILMD 301 Acct# 1687005-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 188.23	SILMD 302 Acct# 1607534-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 693.74	SILMD 305 Acct# 1695873-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 138.97	SILMD 306 Acct# 1740353-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 2,043.12	SILMD 307 Acct# 2049005-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 266.59	SILMD 308 Acct# 2072459-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 252.55	SILMD 309 Acct# 2001311-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 157.97	SILMD 310 Acct# 2060519-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 189.01	SILMD 311 Acct# 3014475-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 273.24	SILMD 312 Acct# 3146127-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 296.88	SILMD 315 Acct# 3305804-1
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,190.08	SILMD 316 Acct# 3291842-7
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 60.11	SILMD 317 Acct# 3253826-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 799.97	SILMD 318 Acct# 3372018-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 56.13	SILMD 320 Acct# 0712569-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 353.26	SILMD 321 Acct# 3338917-2
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 55.73	SILMD 322 Acct# 3402033-9
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 472.59	SILMD 323 Acct# 3597170-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 212.82	SILMD 324 Acct# 1246537-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 176.17	SILMD 325 Acct# 3587598-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 70.68	SILMD 326 Acct# 3840455-4
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 182.80	SILMD 327 Acct# 3810801-5
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 372.92	SILMD 8 Acct# 0712544-6
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 347.56	SILMD 9 Acct# 0712545-3
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 476.97	SILMD 95 Acct# 0712556-0
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 9,471.74	SILMD 97 Acct# 0712557-8
07/26/2021	844918	NorthWestern Energy	Light Maint	$ 1,069.09	SILMD 99 Acct# 0712558-6
07/26/2021	844917	NorthWestern Energy	Park Dist 1	$ 579.99	0722287-0
07/26/2021	844917	NorthWestern Energy	Park Dist 1	$ 523.11	0723045-1
07/26/2021	844917	NorthWestern Energy	Park Dist 1	$ 290.88	0925496-2
07/26/2021	844917	NorthWestern Energy	Park Dist 1	$ 21.77	1836666-6
07/26/2021	844917	NorthWestern Energy	Public Safety	$ 596.34	0871546-8
07/26/2021	844917	NorthWestern Energy	Solid Waste	$ 1,580.35	3252194-0
07/26/2021	844917	NorthWestern Energy	Street/Traffic	$ 0.24	1740357-7
07/26/2021	844917	NorthWestern Energy	Street/Traffic	$ 0.57	1748896-6
07/26/2021	844918	NorthWestern Energy	Street/Traffic	$ 10,779.15	Signal Bills; SignalBill 6.30.2021
07/26/2021	844917	NorthWestern Energy	Wastewater	$ 2,495.77	0100606-5
07/26/2021	844917	NorthWestern Energy	Wastewater	$ 352.10	822 Shiloh Crossing Blvd Lift; 1756893-2 June2 2021
07/26/2021	844917	NorthWestern Energy	Water	$ 1,269.00	0100485-2
07/26/2021	844917	NorthWestern Energy	Water	$ 12,621.13	0100540-4
07/26/2021	844917	NorthWestern Energy	Water	$ 189,678.35	0100606-3

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844917	NorthWestern Energy	Water	$ 7,487.31	0100606-4
07/26/2021	844917	NorthWestern Energy	Water	$ 11,692.29	0722264-9
07/26/2021	844917	NorthWestern Energy	Water	$ 6,638.88	0723040-2
07/26/2021	844917	NorthWestern Energy	Water	$ 6.00	0723059-2
07/26/2021	844917	NorthWestern Energy	Water	$ 1,329.58	1116452-2
07/26/2021	844922	Paddock Heat & Cool	Public Safety	$ 7,672.50	FIRE 4: REPLACE HVAC SYSTEM. $7750.00 less CGR
07/26/2021	844924	PeopleReady	Solid Waste	$ 3,796.00	Contract work for the landfill.
07/26/2021	844924	PeopleReady	Solid Waste	$ 4,099.68	Contract work for the landfill.
07/26/2021	844924	PeopleReady	Solid Waste	$ 4,061.72	Contract work for the landfill.
07/26/2021	844931	Public Utilities	Parks Maint	$ 4,158.98	136095
07/26/2021	844931	Public Utilities	Parks Maint	$ 58.72	136098
07/26/2021	844931	Public Utilities	Parks Maint	$ 12.38	136099
07/26/2021	844931	Public Utilities	Parks Maint	$ 10.45	136100
07/26/2021	844931	Public Utilities	Parks Maint	$ 312.65	136101
07/26/2021	844931	Public Utilities	Parks Maint	$ 7,190.98	236250
07/26/2021	844931	Public Utilities	Street/Traffic	$ 1,489.18	180334
07/26/2021	844931	Public Utilities	Street/Traffic	$ 4,244.51	181505
07/26/2021	844931	Public Utilities	Street/Traffic	$ 152.17	243346
07/26/2021	844931	Public Utilities	Street/Traffic	$ 467.18	259589
07/26/2021	844931	Public Utilities	Street/Traffic	$ 1,043.26	259590
07/26/2021	844931	Public Utilities	Street/Traffic	$ 12.38	259591
07/26/2021	844931	Public Utilities	Wastewater	$ 3,189.27	111176
07/26/2021	844937	Riverside Contract	Gas Tax	$ 47,454.98	Wicks Lane Improvements
07/26/2021	844937	Riverside Contract	Sidewalk Const	$ 170,040.24	Wicks Lane Improvements
07/26/2021	844938	Rocky Mt Compost	Parks Maint	$ 280.00	cherry mulch for copper ridge 20108
07/26/2021	844938	Rocky Mt Compost	Parks Maint	$ 40.00	cherry mulch for copper ridge 20111
07/26/2021	844938	Rocky Mt Compost	Parks Maint	$ 180.00	cherry mulch for copper ridge 20115
07/26/2021	844938	Rocky Mt Compost	Solid Waste	$ 4,940.00	Filter sock 8" x 200'. Landfill.
07/26/2021	844943	Simply Family Mag	General	$ 1,108.00	simply family magazine page-2021-8711
07/26/2021	844943	Simply Family Mag	Library	$ 3,906.80	2021ci-923 Simply Local monthly ad, FY2022 annual
07/26/2021	844952	TargetSolutions	EOC 911	$ 4,273.27	Mmembership renewal & maint- 07/31/2021 thru 07/30/2023
07/26/2021	844952	TargetSolutions	Public Safety	$ 12,819.82	Mmembership renewal & maint- 07/31/2021 thru 07/30/2022
07/26/2021	844955	The Appraisal Group	Gas Tax	$ 25,195.50	WO 09-12 IBL Appraisal Update
07/26/2021	844962	Town & Country Supply	Fleet	$ 26,284.07	418300 PO NUM 312913
07/26/2021	844962	Town & Country Supply	Water	$ 364.25	NONSTOCKING ITEMS-P.U.D.
07/26/2021	844962	Town & Country Supply	Water	$ 283.25	NONSTOCKING ITEMS-P.U.D.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
07/26/2021	844973	Wilbur Ellis	Amend Park	$ 2,560.00	fertilizer 14471781
07/26/2021	844973	Wilbur Ellis	Amend Park	$ 2,560.00	fertilizer 14479805
07/26/2021	844977	Ylwstn Co Sheriff	PD Program	$ 3,357.20	1/2 Share of PE/PI money.
07/26/2021	844977	Ylwstn Co Sheriff	PD Program	$ 1,811.79	Overtime.
07/26/2021	844977	Ylwstn Co Sheriff	PD Program	$ 13,135.00	Reimbursement of 2020 JAG Grant Expenses.
07/26/2021	844979	Ylwstn Electric	Airport	$ 3,143.35	Invoice #BIL6323. Replace Camera/QTA Fuel Site
07/26/2021	844980	Ylwstn Val An Shelter	Public Safety	$ 23,000.00	city contract

City Council Regular

Date:	08/23/2021
Title:	Public Hearing and Resolution Setting Annual Arterial Fee Assessments for Fiscal Year 2022
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes

RECOMMENDATION

Staff recommends that City Council conduct a public hearing and approve the proposed resolution setting arterial construction fee assessment rates for FY22.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Arterial construction fee assessments are set annually by resolution. Arterial construction fees are based on zoning and square footage to reflect the relative average impact on arterial roads. The existing rates are not adequate to provide for the capital investment necessary to continue providing service at the current level. The attached resolution specifies the proposed rates that will result in an estimated overall 3.1% increase for FY22. During the Public Works budget presentation to Council in May 2021, a 3.1% increase was proposed based on the April 2021 Construction Cost Index (CCI) which was the most recent CCI at the time. The CCI released in August 2021 was 9%. The revenues produced under the proposed rates will not generate enough revenue to keep up with inflationary levels if these high levels of inflation continue which will result int the need to cut or defer some planned construction projects utilizing arterial funds that are in the approved FY22 - FY26 Capital Improvement Plan,

Additionally, City Council adopted new zoning code on January 25, 2021, which overhauled the previous zoning code. Because the arterial construction fee assessments are based on zoning, the assessment impacts to individual property owners are varied. Some property owners' assessments will increase more than 3.1% and some will increase less than 3.1%. However, the overall revenue increase for Public Works is calculated to be 3.1%.

The arterial construction assessments requires two-thirds (2/3) of all Council members present and voting to pass an increase in assessments.

ALTERNATIVES

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, an amended resolution to establish arterial construction fee assessments will need to be considered at a future City Council meeting to establish rates for fiscal year 2022.

FISCAL EFFECTS

In FY21, an average 9,600 square foot residential lot that was perviously zoned R-96 paid $52.42 per year. The adjusted fee in FY22 for an average 9,600 square foot residential lot zoned either N1, N2, or N3 is $53.76 per year. This is an annual increase of $1.34 or 2.6%. The annual increase in revenues for FY22 is approximately $140,000.

Attachments

Resolution

RESOLUTION 21 -_____

A RESOLUTION LEVYING AND ASSESSING ARTERIAL CONSTRUCTION FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, the Billings, Montana City Code established the rate table for Arterial Construction Fee assessments; and

WHEREAS, the assessment rates may be changed by passage of a resolution by a super-majority of the City Council, consisting of at least two-thirds (2/3) of all Council members present and voting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. ANNUAL ARTERIAL CONSTRUCTION FEE. That for the purpose of paying the cost of construction and/or reconstruction of arterial roadways for the specific regulatory purpose of providing safe and efficient facilities on which citizens may travel, an annual arterial construction fee assessment is imposed for fiscal year 2022, upon all lots or portions of lots as identified in the city's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT “A” attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Arterial Construction Fee assessments shall not be paid by City of Billings owned properties.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from taxes shall be paid into the Municipal Arterial Construction System Fund, of Billings,

Montana.

4. NOTICE OF HEARING. On Monday, **August 23, 2021,** at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 23rd day of August, 2021.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A

ARTERIAL CONSTRUCTION FEE

ZONE	RATE	
VACANT	1,260.00	Cap
AT RATE	0.00190	per sq. ft.
CBD	0.01939	per sq. ft.
CMU1	0.01331	per sq. ft.
CMU2	0.01366	per sq. ft.
CX	0.01456	per sq. ft.
DX	0.01331	per sq. ft.
EBCW	0.01331	per sq. ft.
EBIS	0.01456	per sq. ft.
EBMS	0.01939	per sq. ft.
EBRMS	0.01939	per sq. ft.
EBRSV	0.01249	per sq. ft.
I1	0.01456	per sq. ft.
I2	0.01619	per sq. ft.
N1	0.00560	per sq. ft.
N2	0.00560	per sq. ft.
N3	0.00560	per sq. ft.
NMU	0.01249	per sq. ft.
NO	0.01045	per sq. ft.
NX1	0.01087	per sq. ft.
NX2	0.01108	per sq. ft.
NX3	0.01130	per sq. ft.
P1/P	0.00321	per sq. ft.
P2	0.00321	per sq. ft.
P3	0.01289	per sq. ft.
PD	0.00889	per sq. ft.
RMH	0.00721	per sq. ft.
CC	0.01331	per sq. ft.
CI	0.01456	per sq. ft.
EGC	0.01366	per sq. ft.
ELC	0.01249	per sq. ft.
ELI	0.01366	per sq. ft.
EMU	0.01331	per sq. ft.

HC	0.01366	per sq. ft.
HI	0.01619	per sq. ft.
MCPZD	0.01289	per sq. ft.
NC	0.01249	per sq. ft.
PZD	0.01351	per sq. ft.
R-50	0.00560	per sq. ft.
R-60	0.00560	per sq. ft.
R-60R	0.00560	per sq. ft.
R-70	0.00560	per sq. ft.
R-70R	0.00560	per sq. ft.
R-80	0.00560	per sq. ft.
R-96	0.00560	per sq. ft.
RMF	0.01130	per sq. ft.
RMF-R	0.01087	per sq. ft.
RP	0.01045	per sq. ft.

City Council Regular

Date:	08/23/2021
Title:	Public Hearing and Resolution Setting Annual Storm Sewer Assessments for Fiscal Year 2022
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes

RECOMMENDATION

Staff recommends that City Council conduct a public hearing and approve the proposed resolution setting storm sewer assessment rates for FY22.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Storm sewer assessments are set annually by resolution. Storm assessments are based on zoning and square footage to reflect the relative storm water runoff of various land uses. The existing rates are not adequate to provide for the capital investment and operating costs necessary to continue providing service at the current level. The attached resolution specifies the proposed rates that will result in an estimated overall 3.9% increase for FY22. During the Public Works budget presentation to Council in May 2021, a 3.9% increase was proposed based on the elimination of storm assessments previously paid by the Airport and the April 2021 Construction Cost Index (CCI) of 3.1% which was the most recent CCI at the time. The CCI released in August 2021 was 9%. Thus, the revenues produced under the proposed rates will not generate enough revenue to keep up with inflationary levels if these high levels of inflation continue which will result in the need to cut or defer some planned construction projects utilizing storm funds that are in the approved FY22 - FY26 Capital Improvement Plan.

Additionally, City Council adopted new zoning code on January 25, 2021, which overhauled the previous zoning code. Because the storm assessments are based on zoning, the assessment impacts to individual property owners are varied. Some property owners' assessments will increase more than 3.9% and some will increase less than 3.9%. However, the overall revenue increase for Public Works is calculated to be 3.9%.

The attached resolution specifies the proposed storm sewer assessment rates for FY22.

ALTERNATIVES

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, an amended resolution to establish storm sewer assessments will need to be considered at a future City Council meeting to establish rates for fiscal year 2022.

FISCAL EFFECTS

The proposed increase in the storm sewer assessment rates would increase an average 9,691 square foot residential lot that was previously zoned R-96 and is now zoned either N1, N2, or N3 by $6.39 from 46.81 per year to $53.20 per year and will generate approximately $183,000 for the storm sewer fund in FY22.

Attachments

FY22 Storm Sewer

Attachment

RESOLUTION 21-_____

A RESOLUTION LEVYING AND ASSESSING STORM SEWER FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, under Section 7-13-4301, M.C.A, the City of Billings is authorized to construct, reconstruct, operate, and maintain a storm sewer system; and

WHEREAS, Billings, Montana City Code and Title 7, Chapter 13, Part 43 of the Montana Code Annotated authorizes the City of Billings to adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. ANNUAL STORM SEWER FEE. That for the purpose of defraying the cost of upgrading, repairing and maintaining the City Storm Sewer System, an annual storm sewer fee is imposed for fiscal year 2022, upon all lots or portions of lots as identified in the City's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Storm Sewer Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, Airport Fund or MET Transit Fund.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from assessments shall be paid into the Municipal Storm Sewer System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **August 23, 2021,** at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council of the City of Billings, Montana on the 23rd day of August, 2021.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A

STORM SEWER FEE

ZONE	RATE	
VACANT	1,110.00	Cap
AT RATE	0.00170	per sq. ft.
CBD	0.01739	per sq. ft.
CMU1	0.01197	per sq. ft.
CMU2	0.01228	per sq. ft.
CX	0.01306	per sq. ft.
DX	0.01197	per sq. ft.
EBCW	0.01197	per sq. ft.
EBIS	0.01306	per sq. ft.
EBMS	0.01739	per sq. ft.
EBRMS	0.01739	per sq. ft.
EBRSV	0.01119	per sq. ft.
I1	0.01306	per sq. ft.
I2	0.01452	per sq. ft.
N1	0.00549	per sq. ft.
N2	0.00549	per sq. ft.
N3	0.00549	per sq. ft.
NMU	0.01119	per sq. ft.
NO	0.00942	per sq. ft.
NX1	0.00983	per sq. ft.
NX2	0.00999	per sq. ft.
NX3	0.01014	per sq. ft.
P1	0.00289	per sq. ft.
P2	0.00289	per sq. ft.
P3	0.01155	per sq. ft.
PD	0.00795	per sq. ft.
RMH	0.00648	per sq. ft.

City Council Regular

Date:	08/23/2021
Title:	Joint Public Hearing and Resolution- Annexation 21-06
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the annexation and associated zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

John and Patricia Burg submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Highway 3 and southeast of Rod and Gun Club Road. The property is described as Tract 2-A, of Amended Tracts 1 and 2 of The Corrected Plat of Hagmann Acreage Tracts Subdivision, recorded December 16, 1983, under Document No. 1290304; Tract 1, of Certificate Of Survey No. 2577, recorded August 1, 1990, under Document No. 1568246, on file and of record in the Records of Yellowstone County. Including all adjacent rights-of-way of State Highway No. 3. and Tract 2-A, of Amended Tracts 1 and 2 of The Corrected Plat of Hagmann Acreage Tracts Subdivision, recorded December 16, 1983, under Document No. 1290304; Tract 1, of Certificate Of Survey No. 2577, recorded August 1, 1990, under Document No. 1568246, on file and of record in the Records of Yellowstone County. Including all adjacent rights-of-way of State Highway No. 3.

The property contains 3.311 gross and 2.793 net acres, more or less and is zoned Rural Residential 1. This is a county zone that is not available in the City Limits, therefore, this property is also requesting a zone change (ZC994) which will be considered concurrently by City Council. The proposed zoning is N3 -- Neighborhood 3. The N3 district is a single-family residential zone district. The property currently contains a home on the westerly lot and the easterly lot acts as the yard.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city.
3. Existing or proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: The city's public water and sanitary sewer mains do front this property in Highway 3. A Development Agreement is required as part of this annexation and Council will consider the proposed agreement following action on this petition.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual. Since the property is already developed with a single family home it is not anticipated that there are any needs related to stormwater management.
- Transportation: The subject property fronts Highway 3. Highway 3 is a developed high-speed, principal arterial roadway as part of the City's functional classification map and this property has established access.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station Fire Station #1, located at 2305 8th Avenue North, about 4.4 road miles or 7 minutes driving time to the subject property.

- Parks: This already developed parcel does not have any park requirements.
- School facilities: School facilities will have limited impacts with the addition of one single-family dwelling.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however emergency services in its comments above did note its concerns as additional property is annexed into the City. Those concerns did not warrant a recommendation of denial.

- Transit: 2390 Highway 3 is not currently served by the fixed route transit system; closest routes operate on Rimrock Rd and Poly Drive. Paratransit service may be supported as time and space permits.
- Police: The Police Department staff stated that while additional patrol staff have been approved, continued annexation without additional resources may affect response times and the ability to deliver services. This area is surrounded by city limits to the east and west and is in an already established patrol area for the City.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.

Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because staff find the annexation policy criteria have been met. This annexation is appropriate as the city limits are adjacent in multiple directions. The already established residential creates little to no impact across multiple city departments and services. All departments were consulted and there was no opposition.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on August 6, 2021. Additional stakeholder information can be found by referencing the Zone Change 994 staff report.

ALTERNATIVES

The City Council may approve or deny the petition for annexation. Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding zoning and the development agreement.

- On May 14, 2021, the annexation petition was submitted to the Planning Division by the owner's agent. A delay in the application was requested so the annexation petition and zone change could be considered concurrently.
- On August 23, 2021, the City Council is scheduled to take action on the petition, development agreement and associated zone change.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map
Resolution of Annexation

ROD AND GUN CLUB R
ZIMMERMAN PL
HIGHWAY 3
HICKOK CIR
WYATT CIR
ZIMMERMAN TRL
HARLOU DR
DURLAND DR
FORSYTHIA BLVD
LEEANN BLVD
ZINNIA DR
GREGORY DR W
GREGORY DR N

RESOLUTION NO. 21 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

   Tracts of Land situated in the SW 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Tract 2-A, of Amended Tracts 1 and 2 of The Corrected Plat of Hagman Acreage Tracts Subdivision, recorded December 16, 1983, under Document No. 1290304;

   Tract 1, of Certificate Of Survey No. 2577, recorded August 1, 1990, under Document No. 1568246, on file and of record in the Records of Yellowstone County.

   Including all adjacent rights-of-way of State Highway No. 3.

   Said annexation containing 3.311 gross and 2.793 net acres, more or less.

(# 21-06) See Exhibit "A" Attached.

CONDITIONS. The annexation is approved, subject to the following condition:

- Within 45 working days and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded;

  If the conditions are not satisfied, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation

3. EFFECTIVE DATE. Upon satisfaction of the above condition(s), this resolution to annex the above described territory will become effective and shall be filed with the Yellowstone County Clerk and Recorder. If the owner fails to meet the deadline identified above, this resolution to annex shall not become effective, will be null and void, and shall not be filed with the Yellowstone County Clerk and Recorder.

4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 23rd day of August, 2021.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(# 21-06)

EXHIBIT "A"

EXISTING CITY BOUNDARY
STATE HIGHWAY ROUTE NO. 3
CITY ANNEXATION 21-06
EXISTING CITY BOUNDARY
HICKOK CL.
HAGMANN AC. TRACTS SUB.
TR. 1A
TR. 2A AM.
TRACT 1
C/S 2577
C/S 2772 TR. 1
ZIMMERMAN TRAIL
ZIMMERMAN PLACE
DEDICATED PARK
ZIMMERMAN TRAIL SUB.
11A-1
11A-2
WILSHIRE PARK
C/S 3186
TR. 5
TR. 6
TR 7A-1A
TR 8A
TR. 7-C
LOT 7 AM.
TR. 7-B
719
WILSHIRE HEIGHTS
2ND FILE
2ND FILING
KIWANIS PARK
GREGORY SUB.
4TH FILING
5TH FILING
6TH FILING
GREGORY DRIVE
PALM DR.
SYCAMORE LANE
REDWOOD
ROCKWOOD
MARGUERITE DR.
MARGUERITE BLVD
FORSYTHIA
DURLAND
HARLOU
KIWANIS AVE.
FARNAM
McBRIDE
BRAYTON
FLORA
10 SUB.

City Council Regular

Date:	08/23/2021
Title:	Joint Public Hearing City Zone Change 994 - 2930 US Highway 3 - RR1 to N3
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 criteria for Zone Change 994.

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the zone change and associated annexation.
Upon completion of hearing, staff recommends the City annex the petitioned
property with the staff recommended conditions of approval, and per this memo and recommendation, approve the 1st reading of the ordinance to change the zoning on the property.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

REQUEST

City Zone Change 994 --2930 US Highway 3 - RR1 to N3 -- A request to change from Residential Rural (RR1) to Suburban Neighborhood Residential (N3) on Tr. 1A1 and 1A2, Certificate of Survey 266, a 3.19 acre parcel of land. A pre-application neighborhood meeting was held on June 16, 2021, at 2940 Poly Drive. Tax ID: A20303.

APPLICATION DATA

OWNER: John & Patricia Burg
LEGAL DESCRIPTION: Tr. 1A1 and 1A2, Certificate of Survey 266
ADDRESS: 2930 US Highway 3
CURRENT ZONING: RR1
PROPOSED ZONING: N3
EXISTING LAND USE: Residential
PROPOSED LAND USE: Residential Multifamily
SIZE OF PARCEL: 3.19 acres

CONCURRENT APPLICATIONS

Annexation Petition 21-06

SURROUNDING LAND USE & ZONING

NORTH: Zoning: A (Agriculture 10 Acres & over)
Land Use: Ag
SOUTH: Zoning: P1
Land Use: Parkland
EAST: Zoning: N3
Land Use: Residential
WEST: Zoning: RR1
Land Use: Residential

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This is a Zone Change request from Rural Residential 1 (RR1) to Neighborhood 3 (N3), in order to annex a property into the City to have access to city service like water and sewer. The pending annexation petition requires the property rezoning to an appropriate City zoning district as RR1 is a Yellowstone County zone district and is not recognized by the City. The applicant has requested to rezone the property to N3. The N3 zone district is intended for residential neighborhoods primarily developed with single-family residences. The property is two parcels and held under single ownership. There is an existing single-family home on the westerly parcel and the easterly parcel acts as the yard for the residence. The N3 zone allows a primary structure per 65 feet of frontage. Though the applicant has no plans to develop the easterly lot, it could be developed in the future with a single-family home in accordance with the N3 zoning.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on June 17th. A total of 169 invitations were sent

and 4 people attended all of whom voiced support of the application. The Planning Division received one letter in support from the surrounding property owners. The pre-application meeting notes are included as an attachment.

The Zoning Commission conducted a public hearing on August 3, 2021, and received the staff recommendation. No other testimony was received either in person or by telephone at the hearing. Commission member Trina White moved to recommend approval and adoption of the findings of the ten criteria for Zone Change 994. The motion was seconded by Commission member Dan Brooks and the motion was approved on a 4-0 vote.

ALTERNATIVES

The City Council may:

- Recommend Approval of the Zone Change and adopt the findings of the 10 review criteria as recommended by Zoning Commission; or,
- Recommend Denial of the Zone Change and adopt different findings of the 10 review criteria; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the application.

FISCAL EFFECTS

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

SUMMARY

Prior to any action the City Council, shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change does conform to the following guidelines of the 2016 Growth Policy:

Strong Neighborhoods:

· Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels

· Neighborhoods that are safe and attractive and provide essential services are much desired

Home Base:

· A mix of housing types that meet the needs of a diverse population is important

· The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development

· Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

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 proposed zoning is compatible with surrounding zoning and would allow annexation to the City of Billings.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed zoning will have little impact on the surrounding transportation systems as the property is already developed with a single family home. There will be no impact on the transportation network at this time and a minimal impact if an additional single family home were to be constructed.

Water and Sewer: The property does not have access to utilities at this time, however the applicant has requested annexation. Upon annexation approval the property will connect to City water and sewer.

Schools and Parks: Schools and parks should not be significantly affected by the proposed zone change as there are no more than two residences expected on the property.

Fire and Police: The property will be served by the City of Billings Fire and Police upon successful annexation. The Police and Fire Departments have no concerns with the request.

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. There are already existing residential structure with an attached garage which appear to meet the setbacks required.

6. Will the new zoning effect motorized and non-motorized transportation?

The new zoning will have no effect on vehicle and pedestrian traffic. The property is already established and will not add to the transportation system capacity. Additionally, the property is located adjacent to Highway 3, a principal arterial roadway.

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow the property to annex to the City in a zoning district compatible with the adjacent N3 zoning and single-family homes already developed along the souther edge of Highway 3.

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. The existing structure is compatible with the single-family homes in the area.

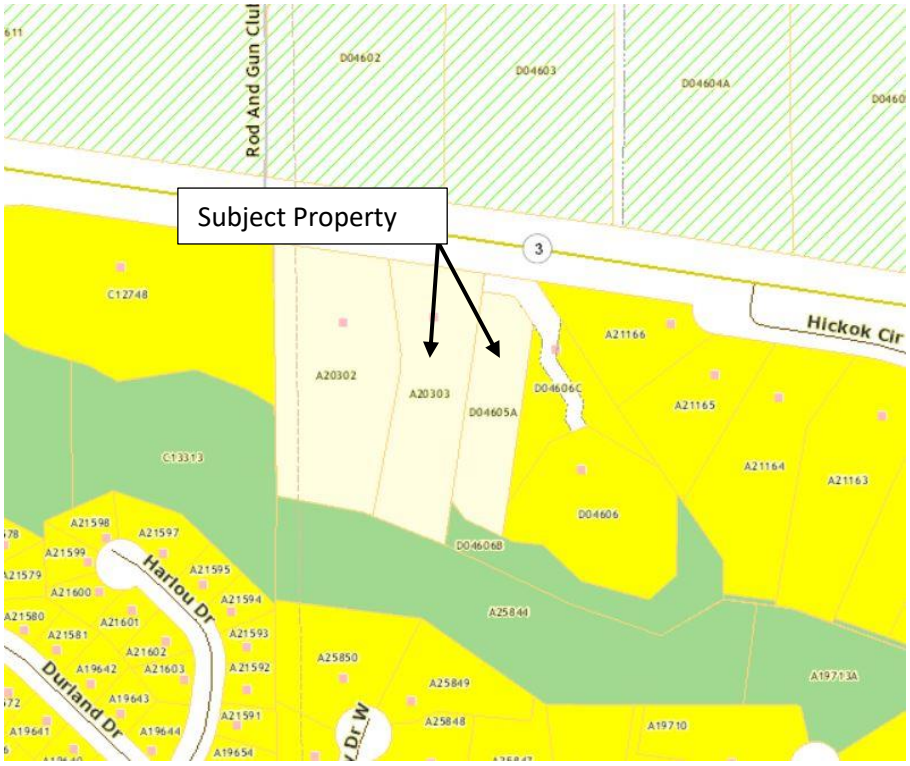
9. Will the new zoning conserve the value of buildings?
The value of existing buildings would be preserved by the proposed zoning as N3 is primarily a single-family home zone. The property is developed with a single family home and is adjacent to other single family homes to the east and west.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow an established residential property outside the City limits of Billings to be annexed into the City.

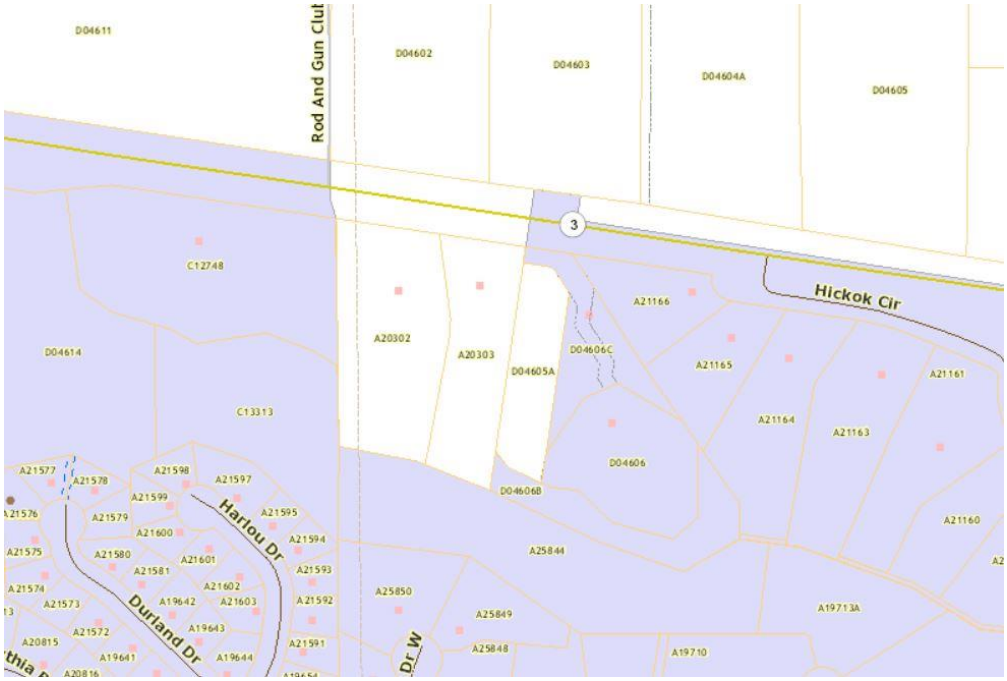
Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Preapplication Meeting Info.
Radius Map
Zoning History
Ordinance
Letter in support

Zoning Map



Site Photos



Current City Limits

East

West

North

Application

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #**_____ **- Project #** P21-21-00180

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 RR1

Proposed Zoning: N3

TAX ID# A20308 CITY ELECTION WARD 4

Legal Description of Property: Tract 1-A-1 and 1-A-2 of amended Tract 1-A of Tract 1 of COS #26 situated in S.W. 1/4 of Section 26 T. 1N. R. 25E P.M.M.

Address or General Location (If unknown, contact City Engineering): 2430 Highway 3

Size of Parcel (Area & Dimensions): 3.1939 acres, see attached

Present Land-Use: residential

Proposed Land-Use: residential

Covenants or Deed Restrictions on Property: Yes_____ No ✓

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): John & Patricia Burg
(Recorded Owner)
2430 Highway 3, Billings, MT 59106
(Address)
406-690-6827 pkburg@bresnan.net
(Phone Number) (email)

Agent(s): _____
(Name)
(Address)
(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: Patricia K. Burg Date: 6-9-2021
(Recorded Owner)

RECEIVED
CITY OF BILLINGS
30 JUN 2021
PLANNING & COMMUNITY SERVICES DEPARTMENT

Applicant Letter

STATEMENT OF PROPOSED ZONE CHANGE

The proposed zone change meets the zone change criteria and growth policy guidelines in the following ways.

*Accessing city water will allow us to enhance our landscaping to make our property more visually appealing.

*Enhanced landscaping will increase the value of our property and the value of the properties adjacent to it.

*Landscape design will enhance the visual appeal along the proposed Skyline trail to be built in 2022 that will run adjacent to the north border of our property.

May 30, 2021

Dear Homeowner,

We own property at 2930 Highway 3. Our home was built in 1984, the second to be built atop the rims. The property at that time was zoned rural suburban. Over the years, the extensive building that occurred around us has fallen within the city limits. With the exception of the property at 2940 Highway 3, ours is the only property that remains outside the city limits. We decided that there are many good reasons to be part of the city of Billings, and we submitted a petition to be annexed . We were subsequently disappointed to learn that our annexation to the city is dependent upon a successful zone change from RR1 to N3.

One of the requirements to effect the zone change involves contacting our neighbors within a 2-mile radius to inform you of the prospective zone change and invite you to a pre-application meeting. Yours is one of 169 residences to receive this letter. The meeting will be held at 7:00 p.m. on Wednesday, June 16 at Mayflower United Church of Christ at 2940 Poly. You will have the opportunity at that time to ask questions or voice concerns. You will be required to sign in, and minutes taken during the meeting will be submitted to the zoning commission for review.

The legal description of our property is: Amended tract 1-A-1 and 1-A-2 of amended tract A-1 of amended tract 1 of C.I.S #266 situated in the S.W. 1/4 of section 26, T. 1 N. R. 25 E, P.M.M. Yellowstone County.

Respectfully,

John R. Burg

Patricia Burg

John and Patricia Burg

2930 Highway 3, Billings MT 59106

406-690-6827

Synopsis of pre-application meeting held at 7:00 p.m. on Wednesday, June 17 at Mayflower Church.

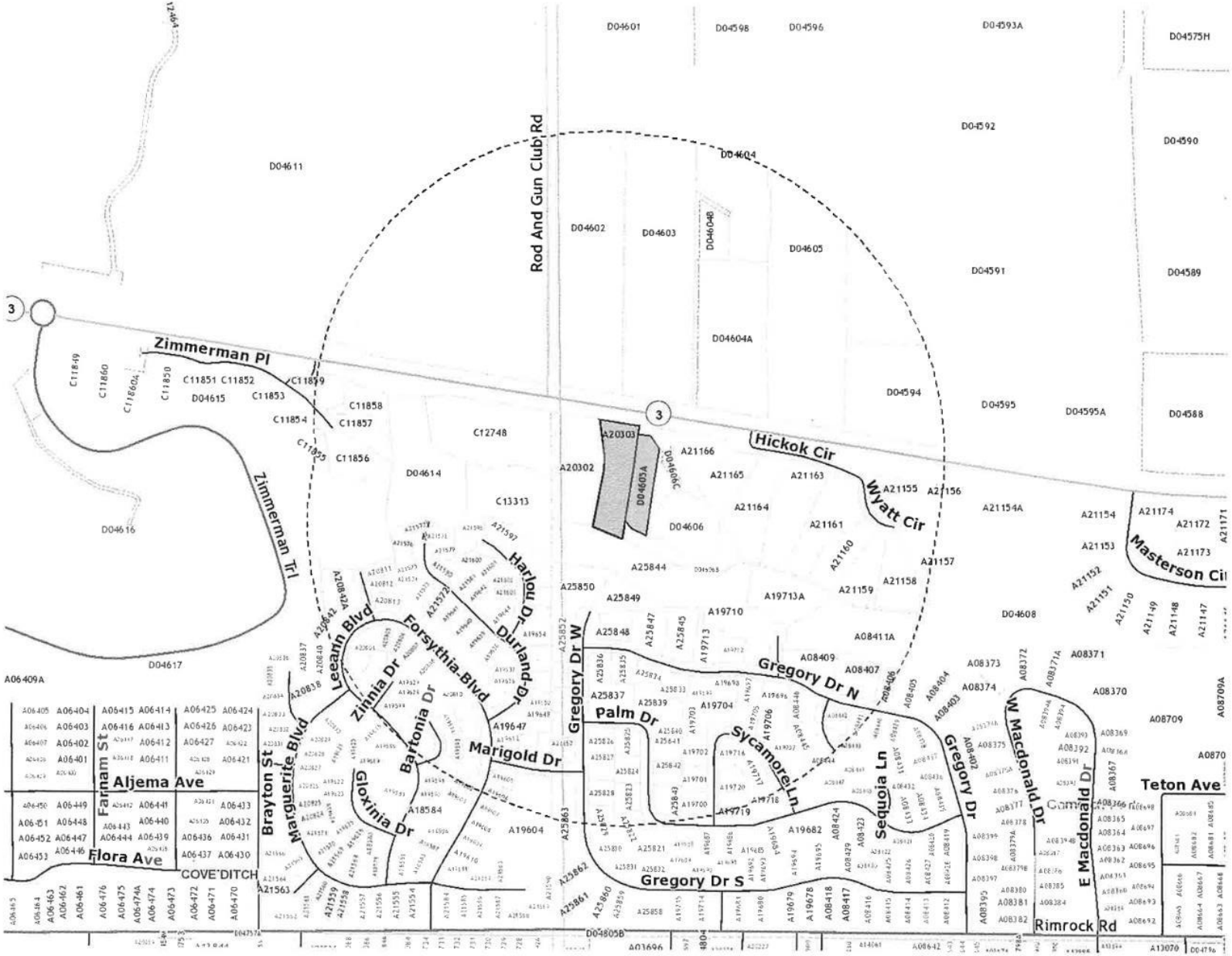
Of the 169 invitations sent, 4 people attended. Three were members of the Rimrock Task Force who were present to show their support of our project. The fourth was a long-time friend who wanted to learn more about our plans. All were in favor and applauded the time, effort, and financial outlay
required to complete our proposed project. We also received a note from the owners of the property
directly across the highway from us, applauding our efforts and supporting our project.

Celia Lahren 108 Skyline Rand Dr Billings MT

Lysle Gabrian 3142 Zimmerman Place
Chair Rimrock Neighborhoods Task

Howard Evans 3481 Masterson Cir Bldgs 59

Gordon L. Cox 3209 Rockwood Circle Bldgs 5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Masterson Cir
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Leeann Blvd
Forsythia Blvd
Zinnia Dr
Bartonia Dr
Gloxinia Dr
Marguerite Blvd
Brayton St
Farnam St
Aljema Ave
Flora Ave
COVE DITCH
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Gregory Dr W
Gregory Dr N
Gregory Dr S
Palm Dr
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Sequoia Ln
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SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Cs 266, Tr 1A1 & 1A2	**Co-415**	8/7/90	A1 to AS	Y	
Zone Change 994					
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
CS 266 Tr1B	**Annexation**	6/25/12	Petition	Y	
CS 1358 Tr B	**497**	6/9/98	A1 to AS	Y	
CS 1358 As Brovista Sub	**Annexation**	2004		Y	
CS 2577, TR 2B	**Annexation**	6/25/12		Y	

ORDINANCE 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON TRACT 1A1 AND 1A2, CERTIFICATE OF SURVEY 266, GENERALLY LOCATED AT 2930 US HIGHWAY 3, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 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.

Section 2. **DESCRIPTION.** **Tract 1A1 and 1A2, Certificate of Survey 266** presently zoned **Residential Rural 1 (RR1)** and is shown on the official zoning map within this zone.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Tract 1A1 and 1A2, Certificate of Survey 266,** is hereby changed from **Residential Rural 1 (RR1) to Suburban Neighborhood Residential (N3)**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood Residential (N3)** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23th Day of August, 2021.

PASSED, ADOPTED and APPROVED on second reading this 13th day of September, 2021.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 994, 2930 US Highway 3

Letter of Support

JOHN & PATRICIA,

I'M IN RECIPT OF A LETTER THAT YOU SENT MY FATHER REGARDING YOUR PENDING REQUEST TO BE ANNEXED INTO THE CITY OF BILLINGS. MY FAMILY OWNS THE LAND FRONTING HWY 3 THAT BEGINS AT ROD & GUN CLUB AND TRAVELS WEST FOR 1 MILE, ITS BEEN IN OUR FAMILY SINCE 1950. I LIVE OUT OF STATE, AND WHILE I'M IN BILLINGS FREQUENTLY, I WILL UNFORTUNATELY MISS THE PRE-APP MEETING BY A WEEK. THIS LETTER SHALL ACT AS MY FAMILY'S FULL SUPPORT OF YOUR ZONE CHANGE REQUEST AND SUBSEQUENT PETITION FOR ANNEXATION INTO THE CITY OF BILLINGS.
PLEASE USE THIS LETTER AS YOU WISH.
SINCERELY,
BRAD TECCA
STEWART - GRIFFIN, INC.; PRESIDENT

tecca
5644 VALERIO TRAIL
SAN DIEGO CA.,
92130

City Council Regular

Date:	08/23/2021
Title:	Development Agreement with John Burg
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that the City Council approve the development agreement with John Burg.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

City Council will consider annexation of Hagmann Acreage Tracts Subdivision, Lot 2A. The property proposed to be annexed is located south of US Highway 3 and west of Hickok Circle. The Burg's currently live in a single-family house on this property. They desire to connect to City water. At this time, they are not interested in sanitary sewer. Typically, as a condition of approval of the annexation, the property owner enters into a development agreement with the City of Billings outlining necessary public improvements for consideration. The Developer is required to reimburse the city for a portion of the construction of the water main in Highway 3. The sanitary sewer was constructed by special improvement district (SID) and therefore they do not need to reimburse the city for that infrastructure.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the development agreement with the property owner; or
- Disapprove the development agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There is one requirement of the development agreement that would not be required upon site development. The requirement within section 3 requires the developer to reimburse the city for a portion of the water main in Highway 3 along the property frontage.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Development Agreement

Return to:
City Engineering
2224 Montana Avenue
Billings, MT 59101

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 20____, by and between John Burg, 2930 US Highway 3, Billings, MT 59106 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Hagmann Acreage Tracts Subdivision, Lot 2A located in Section 26, Township 1 North, Range 25 East, P.M.M.

Above referenced property is hereinafter referred to as "Developer Tract"

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, DEVELOPER desires to annex Developer Tract to the City; and

WHEREAS, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. *Roads and Access.* The Developer Tract will be accessed by way of an existing access from Highway 3.

2. *Sanitary Sewer.* The Developer Tract is currently served by a drain field located on the Developer Tract. If the drain field fails in the future, Developer will be required to connect to the existing sanitary sewer fronting the property along Highway 3. Existing sanitary sewer is a 2-inch pressurized main that was constructed by a Special Improvement District.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. *Water.* The Developer Tract will be served by the existing 12-inch water main fronting the property along Highway 3. Developer will be required to reimburse the City for their proportionate share of the water main fronting the Developer Tract.

   DEVELOPER shall be responsible for payment of the City water system development fee prior to hooking up to the water main.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Public right-of-way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations.

6. *Street Construction, Widening and Sidewalks.* No street or sidewalk improvements are required along Highway 3 at this time, however, future improvements are included in the waiver of right to protest.

   The development shall be responsible for the maintenance of the sidewalk and/or trail after construction.

7. *Multi-use Trail*. A multi-use trail will be constructed by the city along Highway 3 fronting Developer Tract.

8. *Future Intersection Contributions.* This is an existing development with one single-family home and no traffic impact study is required.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" John Burg

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Hagmann Acreage Tracts, Lot 2A (Document No. 1290304), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.

"DEVELOPER" John Burg

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

City Council Regular

Date:	08/23/2021
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-06
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward IV.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

John and Patricia Burg submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Highway 3 and southeast of Rod and Gun Club Road. The property is described Tract 2-A, of Amended Tracts 1 and 2 of The Corrected Plat of Hagmann Acreage Tracts Subdivision, recorded December 16, 1983, under Document No. 1290304; Tract 1, of Certificate Of Survey No. 2577, recorded August 1, 1990, under Document No. 1568246, on file and of record in the Records of Yellowstone County. Including all adjacent rights-of-way of State Highway No. 3. and Tract 2-A, of Amended Tracts 1 and 2 of The Corrected Plat of Hagmann Acreage Tracts Subdivision, recorded December 16, 1983, under Document No. 1290304; Tract 1, of Certificate Of Survey No. 2577, recorded August 1, 1990, under Document No. 1568246, on file and of record in the Records of Yellowstone County. Including all adjacent rights-of-way of State Highway No. 3.The property contains 3.311 gross and 2.793 net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward IV. Two readings are required for this action. The first reading and public hearing is scheduled for August 23rd. Upon approval the second reading will occur on September 13, 2021.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward IV, or;
- Disapprove adding the subject property to Ward IV.

Disapproval will not modify the boundary of Ward IV and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This item has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD IV PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward IV the following described real property:

Tracts of Land situated in the SW 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract 2-A, of Amended Tracts 1 and 2 of The Corrected Plat of Hagmann Acreage Tracts Subdivision, recorded December 16, 1983, under Document No. 1290304;

Tract 1, of Certificate Of Survey No. 2577, recorded August 1, 1990, under Document No. 1568246, on file and of record in the Records of Yellowstone County.

Including all adjacent rights-of-way of State Highway No. 3.

Said annexation containing 3.311 gross and 2.793 net acres, more or less.

(# 21-06) See Exhibit "A" Attached

CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council,

and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 23rd day of August, 2021.

PASSED by the City Council on the second reading this 13th day of September, 2021.

THE CITY OF BILLINGS:

_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-06)

EXHIBIT "A"

EXISTING CITY BOUNDARY
STATE HIGHWAY ROUTE NO. 3
CITY ANNEXATION 21-06
EXISTING CITY BOUNDARY
HICKOK CL.
ZIMMERMAN TRAIL
ZIMMERMAN PLACE
DEDICATED PARK
ZIMMERMAN TRAIL SUB.
C/S 2772 TR. 1
WILSHIRE PARK
C/S 2577
HAGMANN AC. TRACTS SUB.
TR. 1A
TR. 2A AM.
TRACT 1
C/S 3186
TR. 5
TR. 6
TR 7A-1A
TR 8A
TR. 7-C
LOT 7 AM.
TR. 7-B
719
WILSHIRE HEIGHTS
2ND FILE
2ND FILING
KIWANIS PARK
GREGORY SUB.
4TH FILING
5TH FILING
6TH FILING
KIWANIS AVE.
FLORA AVE.
HEIGHTS
10 SUB.
DURLAND DR.
LEEANN DR.
MARGUERITE DR.
FORSYTHIA
BRAYTON
FARNAM
McBRIDE
PALM DR.
SYCAMORE LANE
REDWOOD CT.
GREGORY DRIVE
WEST PARK

City Council Regular

Date:	08/23/2021
Title:	Joint Public Hearing and Resolution- Annexation 21-08
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the annexation and associated zone change. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Cherry Island Land, LLC. submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located along Cherry Creek Loop. The property is described as A tract of Land situated in the NW 1/4 of Section 24, T.1N., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows: Being a portion of Lot 2, Block 1 of Cherry Creek Estates Subdivision, recorded June 12, 2003, under Document No. 3234914, on file and of record in the Records of Yellowstone County, said portion being described as follows: Wholly surrounded on the east by Lot 4, Block 1 of said Cherry Creek Estates Subdivision, on the north existing City boundary, also being the south line of an existing 60 foot wide access & utility easement through said Lot 2, Block 1 Cherry Creek Estates Subdivision, on the west by Lot 7A, Barry Acreage Tracts Subdivision 3rd Filing, recorded November 14, 1967, under Document No. 809463, Barry Acreage Tracts Subdivision 2nd Filing, recorded May 29, 1964, under Document No. 732009, Barry Acreage Tracts Subdivision, Tracts 1 through 3, recorded May 29, 1964, under Document No. 732008 and Barry Acreage Tracts Subdivision Amended, Tract 4A Amended, recorded January 10, 2001, under Document No. 3114780 to point that is the existing City boundary per Resolution No 03-17967, said point being North 308.00 feet of the SE corner of Tract 4E of said Barry Acreage Tracts Subdivision Amended and on the south by said existing City boundary per Resolution No 03-17967. The annexation contains 7.906 gross and net acres, more or less.

The property is zoned Rural Residential 1, a county zone that is not recognized by the City of Billings. There is an accompanying zone change application to change the property to Neighborhood 3 (N3). The N3 district is a single-family only residential district. Additionally, the applicant has submitted a Major Preliminary Plat for the parcel also for consideration of the City Council. The property is currently vacant and without annexation or a zone change could be developed as single family homes on 1 acre.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city.
3. Existing or proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: The property will be served by making connections to an existing water main located in North Cherry Creek Loop Road and connection to the main located at the corner of South Cherry Creek Loop Road and Bitterroot Drive. For sanitary sewer, the property will be served by one connection to an existing 8-inch sanitary sewer main located in North Cherry Creek Loop Road. The subdivision shall be serviced by low pressure sewer lines that collect and discharge to the existing gravity main in North Cherry Creek Loop Road.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The subject property fronts Cherry Creek Loop. Given the property is proposing a single-family

subdivision with 41 residential lots, as part of the development a new road will be constructed to provide access to the newly proposed lots.

- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station Fire Station #6, located on Saint Andrews Drive, about 2.53 road miles or 7 minutes driving time to the subject property.
- Parks: With the accompanying subdivision, parkland dedication will be met by providing cash in lieu of providing .78 acres of parkland.
- School facilities: 41 new residential will cause some impact to the school system.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: Property is currently served by multiple peak service fixed-routes including 16-MAIN and 17-BENCH traveling on Bitterroot Drive; mid-day and Saturday service within approximately 0.6 miles to the west by route 18-HEIGHTS traveling on Hawthorne Ln. MET anticipates service will continue in this general area for the foreseeable future at a minimum along Hawthorne Ln.
- Police: The Police Department staff stated that while additional patrol staff have been approved, continued annexation without additional resources may affect response times and the ability to deliver services. This area is surrounded by city limits to the east and west and is in an already established patrol area for the City.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because staff find the annexation policy criteria have been met. This annexation is appropriate as the city limits are adjacent in multiple directions. The already established residential creates little to no impact across multiple city departments and services. All departments were consulted and there was no opposition.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on August 6th, 2021.

ALTERNATIVES

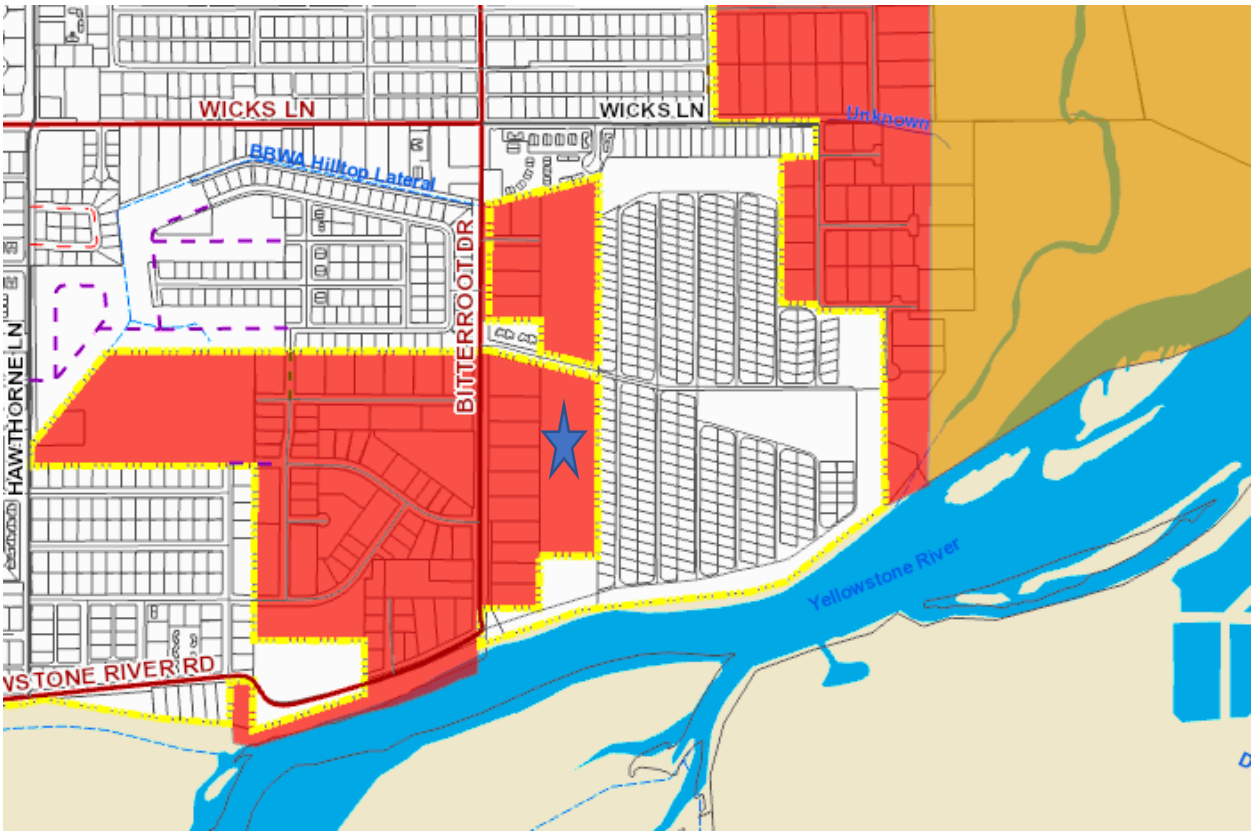
The City Council may approve or deny the petition for annexation. Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding a development agreement, zoning and a preliminary subdivision plat. On June 14, 2021, the annexation petition was submitted to the Planning Division by the owner's agent. On August 23, 2021, the City Council is scheduled to take action on the petition in combination with considering a zone change and subdivision.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map
Annexation Resolution


WICKS LN
WICKS LN
BBWA Hilltop Lateral
Unknown
BITTERROOT DR
HAWTHORNE LN
Yellowstone River
VS TONE RIVER RD

RESOLUTION NO. 21 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

   A tract of Land situated in the NW 1/4 of Section 24, T.1N., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Being a portion of Lot 2, Block 1 of Cherry Creek Estates Subdivision, recorded June 12, 2003, under Document No. 3234914, on file and of record in the Records of Yellowstone County, said portion being described as follows:

   Wholly surrounded on the east by Lot 4, Block 1 of said Cherry Creek Estates Subdivision, on the north existing City boundary, also being the south line of an existing 60 foot wide access & utility easement through said Lot 2, Block 1 Cherry Creek Estates Subdivision,

on the west by Lot 7A, Barry Acreage Tracts Subdivision 3rd Filing, recorded November 14, 1967, under Document No. 809463, Barry Acreage Tracts Subdivision 2nd Filing, recorded May 29, 1964, under Document No. 732009, Barry Acreage Tracts Subdivision, Tracts 1 through 3, recorded May 29, 1964, under Document No. 732008 and Barry Acreage Tracts Subdivision Amended, Tract 4A Amended, recorded January 10, 2001, under Document No. 3114780 to point that is the existing City boundary per Resolution No 03-17967, said point being North 308.00 feet of the SE corner of Tract 4E of said Barry Acreage Tracts Subdivision Amended and on the south by said existing City boundary per Resolution No 03-17967.

Said annexation containing 7.906 gross and net acres, more or less.

(# 21-08) See Exhibit "A" Attached

CONDITIONS. The annexation is approved, subject to the following condition:

- Within 45 working days and prior to site development, a mutually acceptable Subdivision Improvement Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded;

  If the conditions are not satisfied, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation

3. EFFECTIVE DATE. Upon satisfaction of the above condition(s), this resolution to annex the above described territory will become effective and shall be filed with the Yellowstone County Clerk and Recorder. If the owner fails to meet the deadline identified above, this resolution to annex shall not become effective, will be null and void, and shall not be filed with the Yellowstone County Clerk and Recorder.

4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 23rd day of August, 2021.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

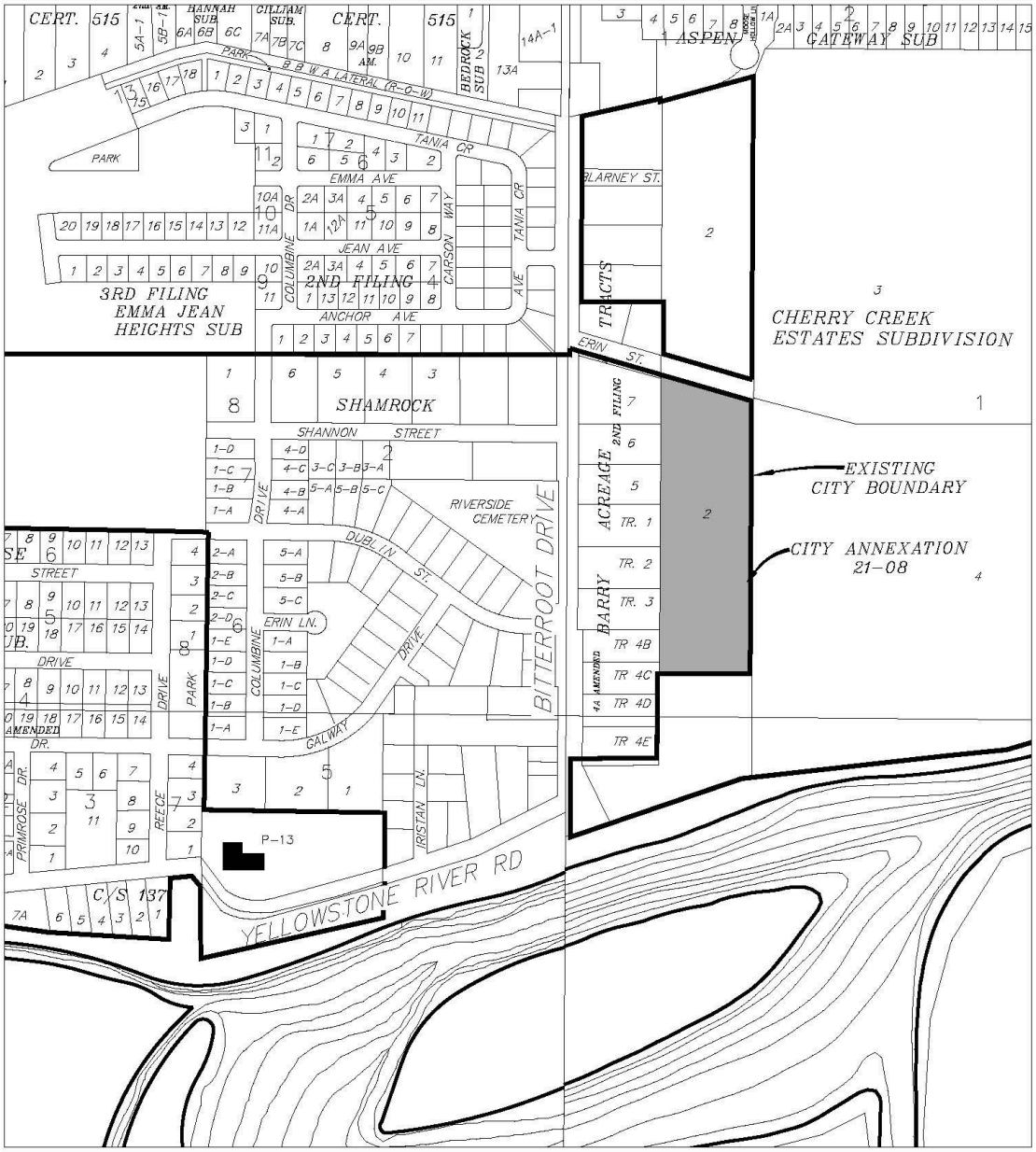
ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(# 21-08)

EXHIBIT "A"


CERT. 515
HANNAH SUB
GILLIAM SUB.
CERT. 515
BEDROCK SUB
1 ASPEN
GATEWAY SUB
PARK
B B W A LATERAL (R-O-W)
TANIA CR
PARK
EMMA AVE
DR
WAY
CARSON
TANIA CR
AVE
JEAN AVE
COLUMBINE
2ND FILING
3RD FILING
EMMA JEAN
HEIGHTS SUB
ANCHOR AVE
BLARNEY ST.
TRACTS
CHERRY CREEK
ESTATES SUBDIVISION
ERIN ST.
SHAMROCK
SHANNON STREET
DRIVE
RIVERSIDE CEMETERY
DUBLIN ST.
ERIN LN.
COLUMBINE
DRIVE
BITTERROOT DRIVE
GALWAY
PARK
DRIVE
STREET
AMENDED
DR.
PRIMROSE DR.
REECE
IRISTAN LN.
P-13
YELLOWSTONE RIVER RD
C/S 137
2ND FILING
ACREAGE
TR. 1
TR. 2
TR. 3
BARRY
TR 4B
TR 4C
TR 4D
TR 4E
4A AMENDED
EXISTING
CITY BOUNDARY
CITY ANNEXATION
21-08

City Council Regular

Date:	08/23/2021
Title:	Zone Change 995 - Cherry Island Subdivision - RR1 and P1 to N3
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the ten criteria for Zone Change 995.

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the zone change and associated annexation. Upon completion of hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval, and approve the first reading of the ordinance to change the zoning on the property.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This is a zone change request with a concurrent petition to annex to the city limits and a preliminary major subdivision on a 10-acre portion of Lot 2, Block 1 of Cherry Creek Estates Subdivision. The parcel is generally located east of rural residential parcels on the east side of Bitterroot Drive, north of the southern leg of Cherry Creek Loop. The current zoning of the property is Rural Residential 1 (RR1), a county zone district, and Public 1 (P1) for a small portion already annexed to the city. The applicant held a pre-application neighborhood virtual meeting on June 17, 2021. The previous zoning of the property was Residential 9,600 (R-96) on the county portion and Public (P) on the annexed portion of the lot. There is RR1 zoning to the north, Large Lot Suburban Neighborhood (N4) to the west, Residential Manufactured Home (RMH) zoning in the Cherry Creek Manufactured Home Park to the east, and south will remain in the P1 zone district.

APPLICATION DATA

OWNER: Cherry Island, LLC
AGENT: Sanderson Stewart
LEGAL DESCRIPTION: South 10 acres of Lot 2, Block 1 Cherry Creek Estates
ADDRESS: Cherry Creek Loop
CURRENT ZONING: RR1 and Public 1
EXISTING LAND USE: Vacant
PROPOSED USE: 39 single family dwellings
SIZE OF PARCEL: ~10 acres, 39 residential lots zone N3, and 1.434-acre Access and Utility Lot to remain in the P1 for Cherry Creek Loop and bike path

CONCURRENT APPLICATIONS

Preliminary Major Subdivision for Cherry Island
Petition for Annexation 21-08

SURROUNDING LAND USE & ZONING

NORTH: Zoning: RR1
Land Use: Vacant
SOUTH: Zoning: P1
Land Use: Cherry Creek Loop, Bike Path & Yellowstone River
EAST: Zoning: RMH
Land Use: Cherry Creek Manufactured Home Park
WEST: Zoning: N4
Land Use: Single family dwellings and a storage warehouse (1123 Bitterroot Dr)

The current zoning of Lot 2 was approved in May 2001 as County Zone Change 541. The Public zone portion was intended to accommodate an extension or connection to the bike & trail system along the Yellowstone River and for potential future park dedication to the city. All large subdivisions for residential purposes are required to either dedicate parkland or pay cash in lieu of dedication. The Public zoned portion of this lot was never offered as parkland dedication and is still owned by Cherry Island, LLC. The Cherry Creek Manufactured Home Park developed and

maintains a neighborhood park within the court and Danube Court, the last phase of Cherry Creek, paid cash in lieu of parkland dedication.

The proposed zoning of N3 will allow single family dwellings on lots with at least 65 feet of street frontage on a public or approved private street. The current zoning in County of RR1 also allows single family homes but lots are based on area. The RR1 zone requires at least 1 acre per dwelling. The developer intends to build single family homes on individual lots. A preliminary major subdivision is pending approval along with the petition to annex for city services. The subdivision plat shows an internal road connecting the northern and southern legs of Cherry Creek Loop with 39 lots for development.

In the fall of 2020, a proposed zoning to allow two-family townhomes was proposed. The application consisted of two applications - one for the county portion of the property and one for the annexed portion. Both zoning commissions recommended approval, however a valid protest against the city zone change was submitted. The BOCC denied the County zone change from R-96 to R-80 and the applicant chose to withdraw the City zone change prior to the City Council hearing. The newly adopted City and County zoning codes do not allow requests for N3 zone districts outside the city limits where a county water and sewer district does not exist. The new code requires a petition to annex and a concurrent zone change for this type of zoning.

The subject property has remained undeveloped for the last 22 years while the Cherry Creek Manufactured Home Park and Danube Court were developed. An early zone change application for a Planned Development (County Zone Change 524) proposed an underlying zoning of RMH for the manufactured home park and Public for all of Lot 2. In this proposal, Lot 2 would remain vacant and be developed as a natural area park with landscaping and trails. The Zoning Commission recommended denial. The County Commissioners denied the Planned Development zone change in early 2000. The next approved zone change for the property was in May 2001 and the zoning has remained the same since that time.

The Planning reviewed the application and recommended approval of the zone change to N3. The Zoning Commission concurred with this recommendation. The 2006 Billings Heights Neighborhood Plan and the 2016 City Growth Policy encourage the development of infill property where city services already exist and new neighborhoods can be served efficiently. The Heights Neighborhood Plan adopted a general statement encouraging new neighborhoods and developments that are similar in nature to existing neighborhoods. Both plans encourage a mix of housing choices in neighborhoods. The proposed development of single family homes on lots ranging from 7,470 square feet to 14,080 square feet expands the housing options in this area of Billings Heights, and should be a good fit between the manufactured home park and the low density county residences to the west. Water and sewer are readily available to the property. Public safety services are fiscally constrained, but the adjacent neighborhoods are already served and this new development can be served as well.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on June 17, 2021, in a virtual meeting format. The newly adopted zoning code requires an expanded notification area - up to 1,320 feet - when a property is within 600 feet of the coterminous city limits. The notification list for this zone change included over 160 property owners. The Planning Division received no comments from the surrounding property owners. The applicant answered questions during the pre-application meeting related to the subdivision development and the proposed N3 zoning. The pre-application meeting notes are included as an attachment.

The Zoning Commission conducted a public hearing on August 3, 2021, and received the staff recommendation and testimony from the applicant's agent, Gary Owen, P.E. Mr. Owen was standing in for Mr. Leuthold. No other testimony was received either in person or by telephone at the hearing. Commission member Jack King moved to recommend approval and adoption of the findings of the ten criteria for Zone Change 995. The motion was seconded by Commission member Trina White and the motion was approved on a 4-0 vote.

ALTERNATIVES

The City Council may:

- Approve Zone Change 995 and adopt the proposed findings of the 10 review criteria; or,
- Deny Zone Change 995 and state different findings of the 10 review criteria; or
- Delay action on the zone change request for not more than 30 days; or
- Allow the applicant to withdraw the zone change request.

In no case, may the City Council approve a zone change that was not requested by the applicant or advertised in the public hearing notice.

FISCAL EFFECTS

Approval or disapproval of the zone change will have no impact on the Planning Division budget.

SUMMARY

SUMMARY
Prior to making a decision on the zone change, the City Council shall consider the following findings as recommended by 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:

Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Neighborhoods that are safe and attractive and provide essential services are much desired

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

The proposed zone change is consistent with the following goals of the 2006 Billings Heights Neighborhood Plan:

- To provide safe, good quality and affordable housing in the Heights.
- Develop housing patterns that are compatible with existing neighborhoods.
- Maintain similar housing in established neighborhoods.

The proposed zoning will allow another housing choice in an area with limited housing choices -- either manufactured homes or large lot single family dwellings. Subdivisions further north and west have allowed similar housing choices by mixtures of zone districts. Existing demand for housing choice is going up for all ages of buyers including "boomers" and millennials just buying a first home. The proposed zoning would allow the existing demand for single family homes to be met in a growing area of Billings Heights.

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 additional dwelling units will help increase the number of rate payers to the city utility systems and increase the taxable value of the property.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning will not significantly increase post-development traffic volume. The applicant will be required to prepare a Traffic report to accurately assess the capacity of the surrounding street network to handle the increased traffic from the development. Any improvements or mitigation will be determined by the City Traffic Engineer.
Water and Sewer: The City will provide sewer to the property. Billings Heights Water will provide water service.
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?
Traffic generation from 39 new single family dwelling units will be between 390 and 500 new vehicle trips per day. This trip count includes trips to the new residences for services such as mail, deliveries, solid waste and similar as well as the trips by the occupants. The new subdivision will have sidewalks and will connect to other sidewalks and

pedestrian facilities in the neighborhood. The new zoning will not have a significant effect on the transportation system.

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to provide new housing compatible with the existing neighborhoods to the west and east.

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. The proposed zoning will allow a housing choice that is in demand in the area.

9. Will the new zoning conserve the value of buildings?
There are no existing buildings on the property. Manufactured homes to the east will be the closest to the new development, but there is a significant planted buffer yard and 6-foot high screening fence. To the west, most of these home will be 160 to 200 feet from the back of the new single family dwellings. In general, new construction tends to increase adjacent building and property values.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the development of another housing choice in this area of Billings Heights. This is the most appropriate use of the land.

Attachments

Zoning History
Zoning Map and Site Photos
Preapplication Meeting Notes
Preliminary Subdivision Plat
Annexation Exhibit
Applicant Letter
Ordinance ZC 995

ZONING HISTORY

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Lot 2, Block 1 Cherry Creek Estates	**County ZC 496**	Feb 1998	A-1 to R-70 and RMH	Withdrawn	
	City ZC 633	April 1998	A-1 to R-70	Withdrawn	Northern lot on Wicks Lane
	County ZC 506	August 1998	A-1 to R-96	Approved	Riverview Estates east of Cherry Creek
	County ZC 524	Dec 1999	A-1 to PD with RMH & Public zones	Denied	BOCC recommended annexation
	County ZC 541	April 2001	A-1 to R-96 & Public	Approved	Subject Property
	County ZC 543	May 2001	A-1 to RMH & Public	Approved	Litigated & BOCC Decision Affirmed
	County ZC 551	March 2002	Clarifying Zone Boundaries R-96 & Public	Approved	
	City ZC 696	April 2002	A-1 to RMH, RMH to Public & R-96 to Public	Withdrawn	Mistaken submittal by agent
	City ZC 702	July 2002	RMH & Public to R-96	Denied	City Council initiated after annexation in June 2002

	County ZC 562	July 2003	A-1 to R-96	Approved	Small area east of MHP
	County ZC 673	March 2016	R-96 to RMH	Withdrawn	Subject Property
	City ZC 983	August 2020	Public to R-80	Withdrawn	Subject Property
	County ZC 703	August 2020	R-96 to R-80	Denied	Subject Property
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
1922 – 1950 Mary St	**County ZC 85**	4/27/1976	R-70 to RMH	Y	Court reversed ZC
1415 Yellowstone River Rd	**County ZC 312**	1/22/1982	R-70 to Public	Y	Eagle Cliff Nursing Home
1817 Bitterroot Dr	**County ZC 371**	11/84	R-70 to R-60	Withdrawn	Annexed
Bitterroot Dr & Walter Rd	**County ZC 505**	9/28/1998	R-70 to R-96	Y	Mulitple owners adjacent to Cherry Creek
1601 – 1747 Wicks Ln	**City ZC 637**	9/14/1998	R-70 to R-96	Y	Multiple owners adjacent to Cherry Creek
Caleb Park Hawthorne & Wicks Ln	**City ZC 761**	9/20/2005	R-70 to R-50	Y	Townhomes

City Zone Change 995 – Cherry Island Subdivision
Zoning Map and Site Photos

Subject Property
Existing Zone = RR1 & P1
Proposed Zone = N3
BITTERROOT DR
YELLOWSTONE RIVER R

Subject Property from Cherry Creek Loop view south

View west on Cherry Creek Loop

View south across subject property

View south and west across subject property

View north from southern leg of Cherry Creek Loop

View north across subject property

View north and west across subject property

View west along southern leg of Cherry Creek Loop – subject property on the right

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning**: RR1 and P1

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

Property has requested annexation and is being platted for single family homes under a request for N3 zoning

3. **Subject Property Map**: please attach to this form
4. **Legal Description of Property**:

   Lot 2, Block 1 of Cherry Creek Estates Subdivision

5. **Neighborhood Task Force Area**: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson:

   Billings Heights Neighborhood Task Force, Jennifer Owen at billingsheightstaskforce@gmail.com
6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form
7. **A copy of the meeting notice.** please attach to this form
8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form
9. **The undersigned affirm the following:**

   1) The pre-application neighborhood meeting was held on the 17th, day of June, 2021.

   2) The zone change application is based on materials presented at the meeting.

Owner (s): Cherry Island LLC, c/o Jock Clause Telephone: 406-698-1835

Address: 5855 Elysian Road Email: jclause@wmc-i.com

Billings, MT 59101-6320

Agent (s): Sanderson Stewart c/o Rick Leuthold Telephone: 406-698-6910

Address: 1300 N. Transtech Way Email: rleuthold@sandersonstewart.com

Billings, MT 59102

MEETING MINUTES

PROJECT: Zone Change – Proposed Cherry Island Subdivision			
Project No: 21102			
Meeting Location: Virtual Video/Call meeting via Microsoft Teams		Meeting Date: 06/17/21 5:30 P.M.	
Meeting Subject: Neighborhood Meeting/Zone Change Amendment		Prepared by: Gary Owen	
Attending:			
Rick Leuthold	Sanderson Stewart	Lisa McIntire	Attending on behalf of her mother
Gary Owen	Sanderson Stewart	Bob Muller	Neighbor
Jennifer Owen	Heights Task Force	Becky Muller	Neighbor
Date of Issue: 06/17/21			

Minutes:

- Mr. Leuthold gave a general overview regarding the purpose of this neighborhood meeting for the proposed zone change for Cherry Island Subdivision. The proposed zone change for Cherry Island Subdivision is generally located between Cherry Creek manufactured home court and the existing homes located on the east side of Bitterroot Drive and between Cherry Creek Loop North and South. The developer of Cherry Island Subdivision is Jock Clause and his brothers. Mr. Leuthold further stated that running concurrently with this zone change request is an annexation request to the City of Billings and preliminary plat for the subdivision of the property. Mr. Leuthold also pointed out that there will be multiple opportunities for public comment during the process for the proposed zone change, annexation request and subdivision. The proposed zone change request for this property involves a change from the current RR1 to the proposed N3. The N3 zoning allows for single family residences. The subdivision would consist of single family, stick built residence on foundations. The subdivision is currently planned to have a single north/south road and be built to City of Billings standard widths with curb & gutter and sidewalk. In general, the lots are planned to be approximately 65 feet wide and 115 feet deep. It is expected that 39 single family lots will be created with the proposed Cherry Island Development. The property will be served with water by the Heights Water District and with sanitary sewer by the City of Billings. Mr. Leuthold stated he is aware of the history with the adjacent manufactured home court, and he has been in contact with the new owners of the

manufactured home court. Mr. Leuthold told everyone that he is available to discuss the project with anyone individually and his phone number is (406) 698-6910 or his email is rleuthold@sandersonstewart.com.

- Bob Muller – Is the annexation for this project for the County and the City of Billings?
    - Answer - The meeting this evening is only for the city zone change. The annexation will run concurrently and will be to the City of Billings.
- Bob Muller – What is the plan for the irrigation ditch that runs across the property?
    - Answer – The plan is to pipe the existing irrigation ditch across the property to the drainage on the east side of the property. The irrigation ditch will be preserved with this project. Irrigation ditch pipe size will likely match the current pipe diameter of the upstream crossing at Bitterroot Drive.
- Bob Muller – How will snow removal be handled?
    - Answer – If street is constructed in public right of way, it would be the responsibility of the City of Billings. However, the street may be private in which case a homeowner's association could be created to handle snow removal.
- Becky Muller - Will there be alleys?
    - Answer – No alleys are planned. The lots are planned to be front loaded.
- Becky Muller – There is a retaining wall near the rear of her lot and on the lots to the south. How will the retaining wall be handled?
    - Answer – The plan is to honor the elevation at the back lot line and grade towards the proposed street.
- Lisa McIntire – Attending this meeting on behalf of her mother Juanita McIntire. Internet only meeting make it difficult for some residents. Does the on-line meeting meet the requirement of a Neighborhood Meeting?
    - Answer – Yes, virtual meeting does meet the requirement.
- Lisa McIntire – There has been some construction activity already, what are they doing?
    - Answer - The developer has been clearing trees and other lot maintenance.
- Lisa McIntire – Do adjacent wells impact development?
    - Answer – Wells must have a certain separation from other wells and drainfelds. This development will be connecting to public water and sewer.
- Lisa McIntire – There is an existing well near the rear of her mother lot.
    - Answer - Rick will investigate the location of this well.
- Lisa McIntire – Are there any plans for the area north of North Cherry Creek Loop?
    - Answer – Not at this time
- Lisa McIntire – Is there a development agreement?
    - Answer – Yes, a Subdivision Improvements Agreement will be required during platting.
- Lisa McIntire – Have you received any feedback from the County and the City if they can handle 39 additional homes?
    - Answer – We have not received any input from the County because this will be a development within the City of Billings. We have had discussions with City Planning and other City Departments and they have been supportive of the development. Overall, 39 lots should not have a large impact existing infrastructure. Also, the City is currently looking at a project to provide improvements to Bitterroot Drive.
- Lisa McIntire – Will there be an opportunity for public comment on the Bitterroot Drive project?

    - Answer – Not sure if there will be public input on that project. Feel free to contact the City of Billings Public Works Department with questions. Contact Chris Hertz (406) 657-3095 to find out who the best person to discuss the Bitterroot Drive project.
- Lisa McIntire – What is the process for relocating the irrigation ditch?
    - Answer – No additional process is required for the ditch relocation. It is a BBWA waste ditch that will need the outfall preserved
- Lisa McIntire – We received the meeting invite on Monday of this week and there is also another meeting at the same time.
    - Response – Sorry for the conflict, we were not aware of the other meeting. The requirement for this meeting is to send out the letter 7 days ahead of the meeting, so the notices were sent last Thursday in the mail.
- Lisa McIntire – Do you know who the construction firm will be?
    - Answer – Not at this time
- Lisa McIntire – How much will the lots sell for?
    - Answer – Not sure at this time. It is up to the Developer and the market conditions
- Lisa McIntire – Is there a requirement for parkland?
    - Answer – Yes, it follows state stature. The developer is required to dedicate, or provide cash in lieu contribution, for a percentage of area of the subdivision. Given the size of this development the dedication area would be small. The Developer has elected to provide a cash in lieu contribution. The cash in lieu contribution will be provided to the City of Billings and should be used to further other parks in the area.
- Jennifer Owen - Agreed the cash in lieu of parkland makes sense for this development. However, the manufactured home court has been removing play equipment. Also, there is a community constraint on the parks in the area and children need a place to play.
    - Response – We have had conversations with the new owner of the manufactured home park, and they have mentioned they would like to provide more amenities with the park.
- Jennifer Owen – A conversation with Beartooth School might make sense to discuss if anything can be done to help with safety of school pick up.
    - Response – The sidewalk connection out to Bitterroot Drive should help. Would be good to follow up with the City of Billings on the Bitterroot Drive project to see what improvements are currently planned with that project.
- Jennifer Owen – Is it the intent to sell the lots or have rentals?
    - Answer – The intent is to sell the lots.
- Jennifer Owen – Informed the meeting that there will be a Heights Task Force Meeting this coming Tuesday (June 22nd) and invited anyone interested to attend.
- The meeting adjourned at 6:20 p.m.

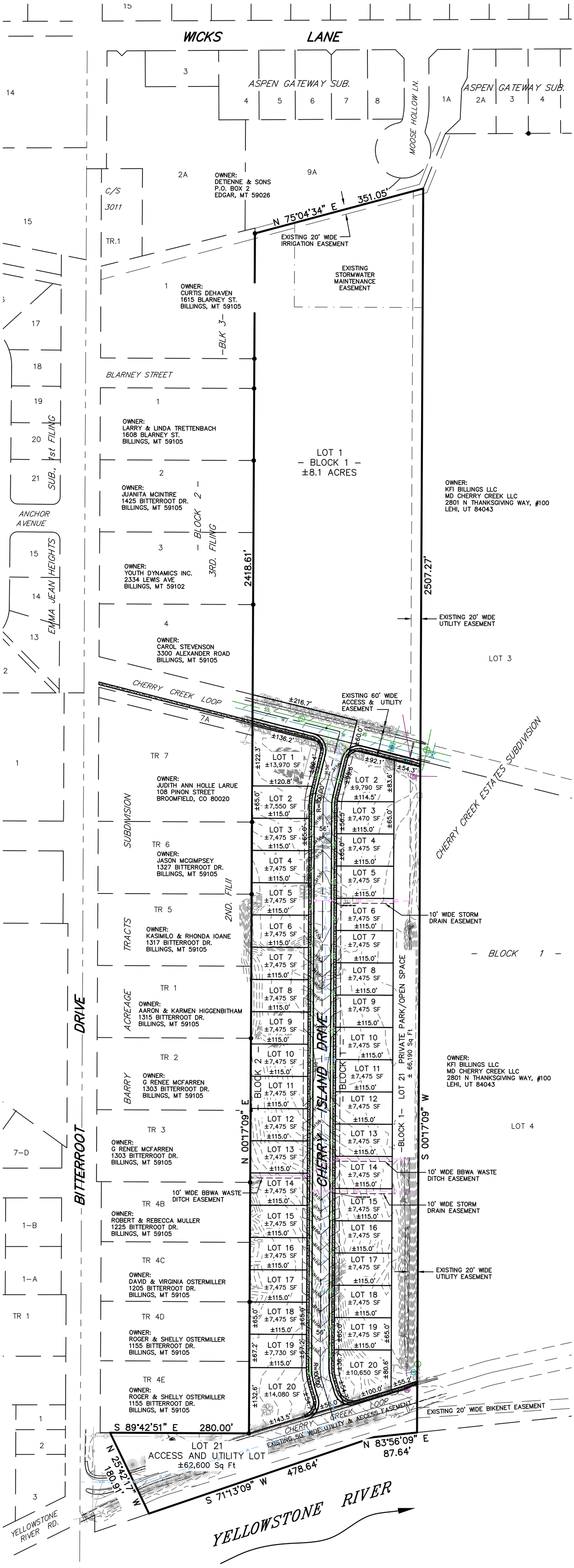
PRELIMINARY PLAT OF

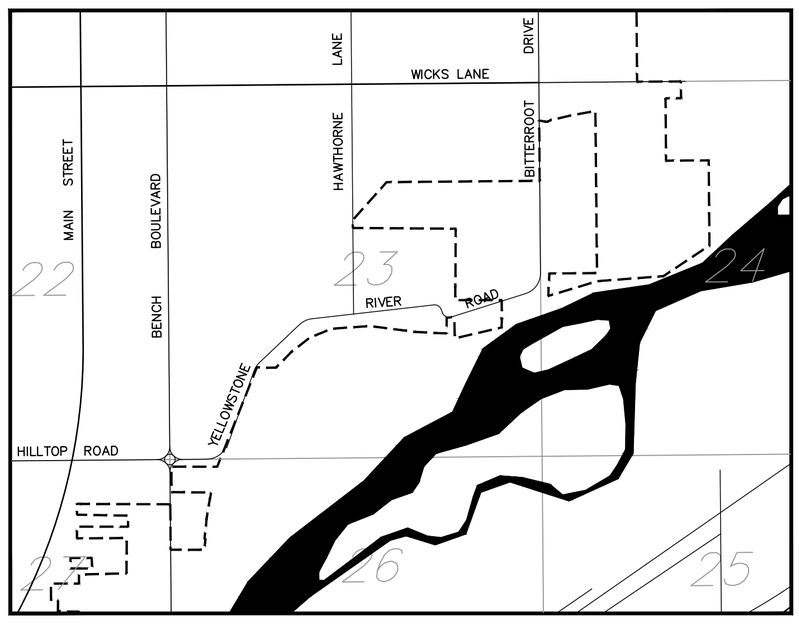
CHERRY ISLAND SUBDIVISION

BEING LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION SITUATED IN THE NW1/4 AND THE SW1/4 OF SECTION 24 TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M. IN THE CITY OF BILLINGS,YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CHERRY ISLAND, LLC
PREPARED BY : SANDERSON STEWART

APRIL 2021
BILLINGS, MONTANA





VICINITY MAP

NOT TO SCALE

NORTH

100 50 0 100 200

SCALE:1" = 100'

— — SS — — SS — = PROPOSED LOW PRESSURE SANITARY SEWER
– —W— —W— —W– = PROPOSED 8" WATER MAIN
— — SD — — SD — = PROPOSED STORM DRAIN
= PROPOSED FIRE HYDRANT
= PROPOSED CURB, GUTTER & BOULEVARD WALK

PLAT DATA

GROSS AREA	= 20.195 Acres
NET AREA	= 18.182 Acres
NUMBER OF LOTS	= 42
MINIMUM LOT SIZE	= 7,470 Sq Ft
MAXIMUM LOT SIZE	= 8.1 Acres
LINEAL FEET OF STREETS	= 1,548 LF
PARKLAND REQUIREMENT	= 34,150 Sq Ft
PARKLAND DEDICATION	= CASH IN LIEU
EXISTING ZONING	= RR1 and P1
SURROUNDING ZONING:	
NORTH	= RR1
SOUTH	= AGRICULTURAL/YELLOWSTONE RIVER
EAST	= RMH
WEST	= N4
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= SINGLE FAMILY RESIDENTIAL

ANNEXATION & ZONE CHANGE EXHIBIT - CHERRY ISLAND SUBDIVISION

BEING SOUTHERN PORTIONS OF LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION
BILLINGS, YELLOWSTONE COUNTY, MONTANA

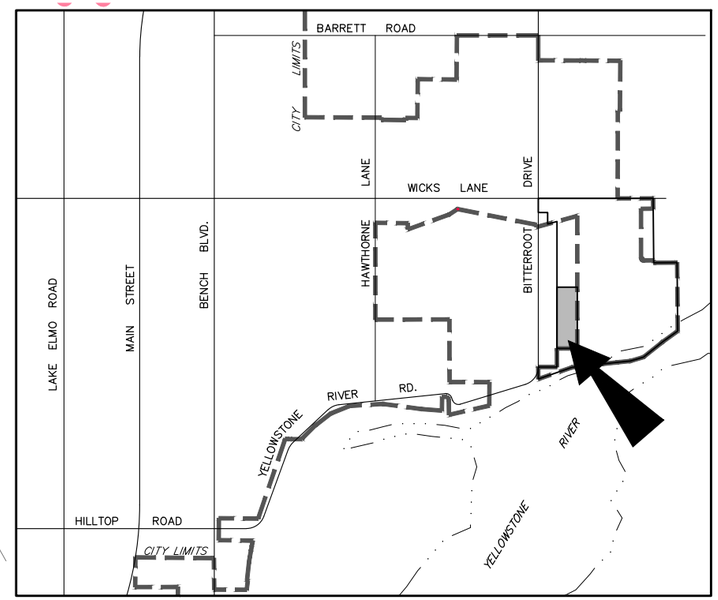
PREPARED FOR : CHERRY ISLAND, LLC
PREPARED BY : SANDERSON STEWART

JUNE, 2021
BILLINGS, MONTANA

QUARTER MILE NOTIFICATION BOUNDARY

EXISTING CITY LIMITS

PROPOSED ANNEXATION & NEW CITY LIMITS BOUNDARY



VICINITY MAP
NOT TO SCALE

NORTH

200 0 200 400
SCALE:1" = 400'

21102_ANNEX_EXHIBIT.DWG 21102 06/29/21 BG/MDB

Cherry Island Subdivision

Zone Change Request from Rural Residential 1 and Public Open Space 1 to N3 Suburban Neighborhood Residential

Statement of Proposal

Cherry Island LLC is seeking to Annex and Rezone Lot 2, Block 1 of Cherry Creek Estates Subdivision in order to plat suburban sized single-family lots, which will allow for a transition between the Cherry Creek Estates mobile home park and existing county residential lots that front onto Bitterroot Drive. This is in accordance with the general development pattern for infill in this geographically constrained location along the perimeter of the City limits.

Responses to Questions in Zoning Application

In what ways is your proposal consistent with the statutory criteria, guidelines and policies of the adopted Growth Policy?

The Growth Policy states:

In the next 20 years, Billings will manage its growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists of can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe and provide a choice of housing and transportation options.

The 10 Zone Change Criteria

1. **Whether the new zoning is designed in accordance with the Growth Policy?**

   Yes, Cherry Island Subdivision is being developed under the consideration of the Growth Policy statement above. It is an infill project where municipal services exist and is in accordance with other recent developments in the area.

2. **Whether the new zoning is designed to secure from fire and other dangers?**

   Cherry Island Subdivision is serviced by City fire and police services and is designed in accordance with City of Billings rules and regulations thus assuring protection from common dangers.

3. **Whether the new zoning will promote public health, public safety and general welfare?**

   The Cherry Island project is designed under the new City Zoning code which will regulate density. The new single-family homes will be subject to City of Billings building codes, and

the utility and surface infrastructure will be constructed in accordance with City of Billings rules and regulations assuring compliance to this criterion.

4. Whether the new zoning will facilitate the adequate provision of transportation, water sewerage, schools, parks and other public requirements?

The modifications proposed by this zone change ensure an area that is desirable for developers, the home buyers and the current demographic and development trends they face. The project will be responsible for extending municipal water, sewer and storm drain to service the new lots as well as constructing new asphalt roads and sidewalks to service the new residents. Cherry Island Subdivision will also provide park contributions in accordance with state and local requirements and will add to the local tax base providing additional funding for local schools and system maintenance programs managed by the City of Billings.

5. Whether the new zoning will provide adequate light and air?

Cherry Island Subdivision is being developed in accordance with City of Billings rules and regulations and therefore meets this requirement.

6. Whether the new zoning will affect motorized and nonmotorized transportation?

The zone change will continue to support and address growth needs and have additional connections to the local street network while concentrating housing within the established City of Billings projected growth areas.

7. Whether the new zoning will promote compatible urban growth?

The zone change is intended to continue promotion of urban level densities and growth compatible with that which is developing in the area.

8. Whether the new zoning considers the character of the district and the peculiar suitability of the property for the particular use?

The property was originally identified as a future buffer area between the Cherry Creek Mobile Home Park and the existing county lots that front along Bitterroot Drive. The development of single-family homes under N3 Suburban Neighborhood Residential zoning meets with that original expectation.

9. Whether the new zoning will conserve the value of buildings?

As stated in the previous section, the development of single-family housing as a buffer to the mobile home park was always the expected use for this property. By following through with that development type, (the typical development type occurring in the neighborhood proximity as shown on the Zone Change and Annexation Exhibit), area values should be maintained.

10. Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings?

The City of Billings continues to need projects that provide for a variety of affordable housing types. It is appropriate to continue to promote infill development or development in close proximity to the City Limits boundaries. This zone change helps support an appropriate level of development which will serve the City both now and in the future.

Essential Investments (Relating Public and Private Expenditures to Public Values)

- ***Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors***

  There is no public right-of-way or entryway development required with this project, however, Cherry Island Subdivision will be subject to the City of Billings building and zoning regulations. This will ensure the standardization of the project development.

- ***Infill development and development near existing City infrastructure may be the most cost effective***

  This property will be annexed and will be served by extensions of existing City and municipal infrastructure adjacent to and within the site. This zone change will allow for efficient use of City and municipal infrastructure improvements and assure that it is secure from fire and other hazards in a cost-effective manner.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

  Cherry Island Subdivision is a single-family infill project and as such should not impact public health, safety and welfare any differently than the other area neighborhood developments which are developing in accordance with the N3 zoning requirements.

Place Making (Enhance, Maintain, Preserve, and Improve Existing Public Places)

- ***Enhancements and maintenance of public spaces and buildings through City stewardship is integral to a vibrant community***

  The project does not impact any developed Public Spaces that are maintained by or integral to the City's Public Spaces policies. However, the added residential uses will provide additional tax revenues that the City can utilize to continue preservation of such spaces throughout the community.

- ***The history and heritage of Billings are cornerstones of our community***

  Billings has always adapted to the changes in economic drivers and been welcoming of projects that allow the community to continue to grow and prosper in a systematic and

planned way. This zone change will follow in that light by supporting a variety of housing units at an attainable price.

Community Fabric (Attractive, Aesthetically Pleasing, Uniquely Billings)

- ***Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors***

  There is no public right-of-way or entryway development required with this project, however, Cherry Island Subdivision will be subject to the City of Billings building and zoning regulations. This will ensure the standardization of the project development and promote adequate light, air and aesthetically pleasing facilities.

Strong Neighborhoods (Livable, Safe, Social and Resilient Neighborhoods)

- ***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***

  Cherry Island Subdivision is required under the City of Billings regulations to install boulevard sidewalk along all lot frontages. In addition, Cherry Island will complete the sidewalk system along the frontages of adjacent parcels as directed by the City Engineering Department to complete the sidewalk system to Bitterroot Drive.

- ***Neighborhoods that are safe and attractive and provide essential services are much desired***

  By allowing for the proposed uses under the zone change, certain residential types (in this case, single-family) of development will be provided to better serve the City of Billings. This in turn will provide a safer and more attractive focus for area community development and cohesion.

- ***Implementation of the Infill Policy is important to encourage development of underutilized properties***

  The property considered under this zone change will be annexed and services exist to and within it. By allowing the proposed uses under N3 Suburban Neighborhood Residential, the community is promoting use of existing parcels and services as opposed to forcing such uses to potentially relocate to county parcels further to the north.

Prosperity (Promoting Equal Opportunity and Economic Advancement)

- ***Successful businesses that provide local jobs benefit the community***

  There are developers that are actively building in this area and looking to continue meeting the needs of their clients in this area. This will help to promote local jobs that bring benefit

to the overall community while protecting the integrity and value of the localized development area.

- ***Retaining and supporting existing businesses helps sustain a healthy economy***

  By supporting this zone change, existing businesses that help sustain and build a healthy economy will be retained and supported and choice of housing types that are affordable and available to all will be provided.

The Cherry Island Subdivision Zone Change will help Billings manage its growth by encouraging development within and adjacent to the existing City limits, giving preference to areas where City and municipal infrastructure exists helping to maintain fiscal responsibility for the City. This development will allow the City to increase tax revenue and the City will prosper by further developing a variety of neighborhoods with their own unique character that are governed by City regulations and provide a further choice of housing options and additional housing inventory.

ORDINANCE 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON A 10-ACRE PORTION OF LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION, GENERALLY LOCATED BETWEEN NORTH AND SOUTH CHERRY CREEK LOOP AND EAST OF BITTERROOT DRIVE BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 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.

Section 2. **DESCRIPTION.** A **10-acre portion of Lot 2, Block 1, Cherry Creek Estates Subdivision** is presently zoned **Rural Residential 1 (RR1) and Public 1 (P1)** and is shown on the official zoning map within these zones.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **10-acre portion of Lot 2, Block 1, Cherry Creek Estates Subdivision,** is hereby changed from **Rural Residential 1 (RR1) and a portion of Public 1 (P1) to Suburban Neighborhood Residential (N3)**, **as shown on the attached exhibit**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood Residential (N3)**, as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23rd Day of August, 2021.

PASSED, ADOPTED and APPROVED on second reading this 13th day of September, 2021.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

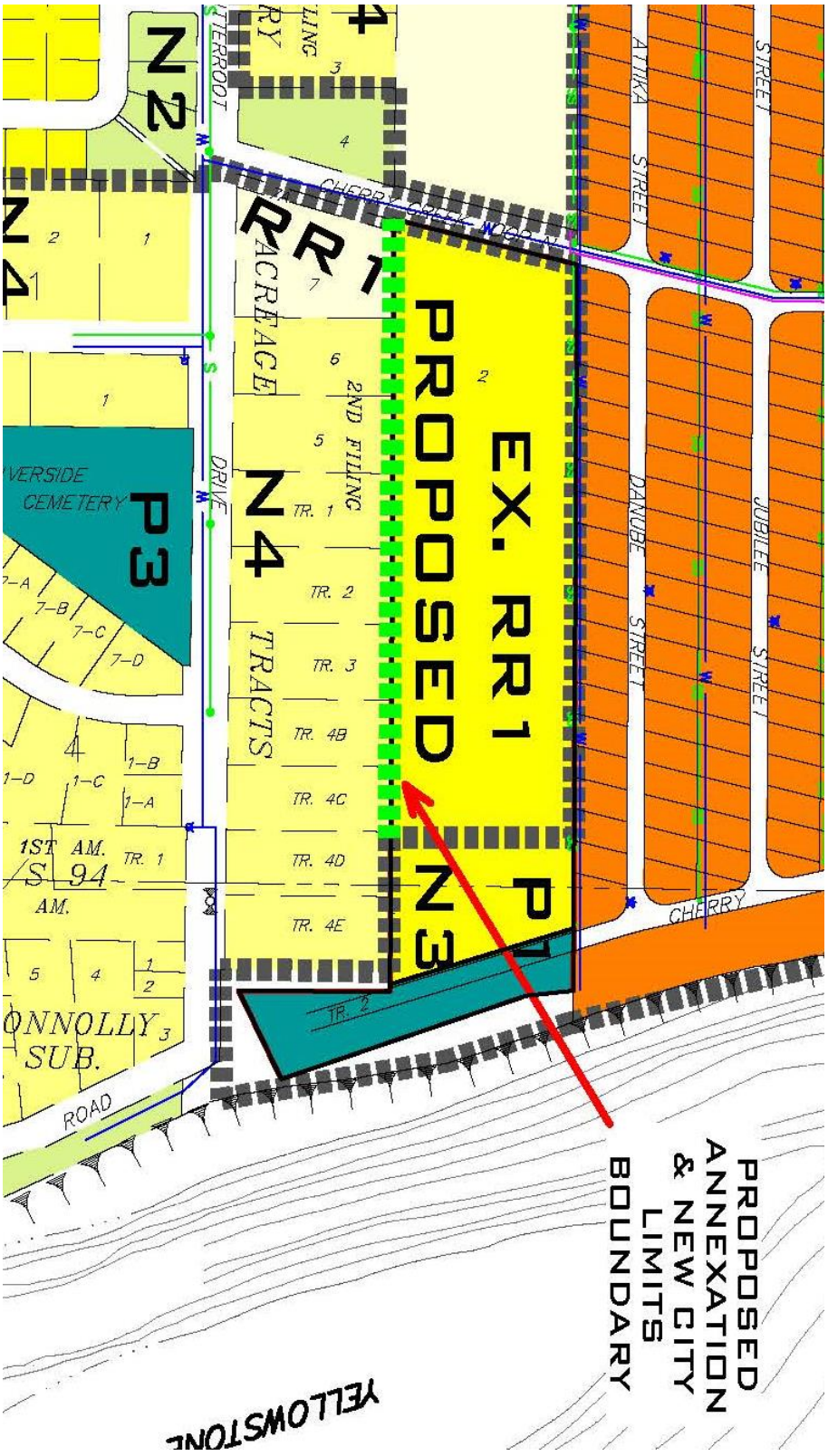
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 995, Cherry Island Estates

Zone Change 995 – Exhibit



City Council Regular

Date:	08/23/2021
Title:	Cherry Island Subdivision - Preliminary Major Plat
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

The Planning Board is forwarding a recommendation to the City Council of conditional approval of the preliminary plat of Cherry Island Subdivision and adoption of the Findings of Fact as presented in the staff report.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety and to ensure proper storm drainage functioning, prior to final plat approval, the applicant will include language in the SIA under the heading V. Storm Drainage, outlining the HOA responsibility to maintain the system. The language will be coordinated with the City Public Works Department to ensure it is correct and meets requirements of the City.
2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On June 1, 2021, Sanderson Stewart, agent for Cherry Island, LLC, applied for preliminary major plat approval for Cherry Island Subdivision. The proposed subdivision creates 41 lots for residential development. The subject property is generally located between Cherry Creek Loop and east of Bitterroot Drive. The property for the proposed subdivision is going through the annexation process and a zone change. The property is proposed to be zoned Neighborhood Residential (N3), this zoning is for a single family home on each lot. The proposed lots will be developed in compliance with zoning through the building permit process. The zone change and petition for annexation are running concurrently with this application.

VARIANCE REQUESTED

The applicant is not requesting a variance from the subdivision regulations.

PROCEDURAL HISTORY

- Pre-application meeting March 3, 2021
- Preliminary plat application submitted to Planning Division on June 1, 2021
- Departmental review meeting June 17, 2021
- Preliminary plat resubmittal June 24, 2021
- Planning Board plat review July 13, 2021
- Planning Board public hearing July 27, 2021
- Preliminary plat to City Council August 23, 2021
- 60 working-day preliminary plat review period ends August 25, 2021

PLAT INFORMATION

General location: Between Cherry Creek Loop (North and South) and east of Bitterroot Drive

Legal Description: Cherry Creek Estates Subdivision Block 1, Lot 2

Owner/Subdivider: Cherry Island, LLC

Engineer and Surveyor:	Sanderson Stewart
Existing Zoning:	RR1 / N3 proposed
Existing land use:	Vacant, native grasses and trees
Proposed land use:	Residential
Gross and Net area:	20.195 acres / 18.182 acres
Proposed number of lots:	42
Lot size:	Max: 8.1 acres Min.: 7,470 square feet
Parkland requirements:	Parkland dedication required for this subdivision is 0.78 acres, it will be met with a cash in lieu contribution.

STAKEHOLDERS

Staff gave a brief presentation to the planning board at the public hearing about the proposed subdivision. President Woods called for questions and discussion. There were no questions for staff. Board Member Thompson asked the applicants' agent if they were going to save any of the existing trees on the site. Agent for the applicant Gary Owen, with Sanderson Stewart, stated he was not sure what would be retained. It will depend on the layout of the subdivision on what can be saved and what will need to be removed. There were no other comments or questions from the board.

President Woods opened the public hearing and asked if there is anyone wishing to speak in favor or against Cherry Island Subdivision. There was no one present wishing to speak for or against the subdivision and there were no calls received from the public via the public comment line. President Woods closed the public hearing. President Woods asked for a motion, and a motion was made and seconded to recommend conditional approval of the preliminary plat to the City Council and adopt the Findings of Fact as presented in the staff report. The motion carried with a unanimous voice vote.

ALTERNATIVES

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on August 25, 2021. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

This subdivision will have no fiscal impact on the City-County Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district(s), have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
SIA Draft
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Cherry Island Subdivision. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently vacant, grassland and trees. It is not used for farming purposes. There are no ditches or water rights to be transferred to new owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

a. **Utilities** – Public water services to the subject property will be provided by the County Water District of Billings Heights. This subdivision will connect to an existing 8-inch water line in the north Cherry Creek Loop Road and to the south Cherry Creek Loop Road which also connects to Bitterroot Drive. Eight-inch water lines will be installed in all internal roads with stubs to each lot. All water line construction shall be installed, by the subdivider, in conformance with the design standards, specification, rules and regulations of the County Water District of Billings Heights.

Fire hydrants will also be installed, by the subdivider, as required by the City of Billings Fire Department. The City Fire Department with review and approve all proposed hydrant locations prior to installation.

Sanitary sewer service will be provided by the City of Billings. The sanitary sewer system for the Subdivision will be installed by the subdivider. It will be a low-pressure system and will consist of sewer lines appropriately sized as required by the City of Billings Public Works Department. This system will discharge into the existing 8-inch sanitary sewer gravity main located in North Cherry Creek Loop Road. All sanitary sewer line installation shall be reviewed and approved prior to installation by the City of Billings Public Works Department.

Each lot will be provided with individual sewer service connections. All sewer line construction shall be installed, by the subdivider, in conformance with the design standards, specification, rules and regulations of the City of Billings Engineering Department.

Private utility companies shall use the provided easement outside the public right of way, these easements are shown on the face of the plat.

b. **Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping. The system will use the existing Cherry Creek Estates Subdivision system in accordance with that previously prepared and approved Storm Water Drainage Plan of which this parcel was a part. The stormwater design for Cherry Island Subdivision, will conform to the current City of Billings Stormwater Management Manual. An irrigation drain/waste ditch traverses the site. Provisions shall be made to continue conveyance of the seasonal flows that may occur in this ditch. The applicant's agent will submit a stormwater management plan to be reviewed and approved by the Engineering Division. All drainage improvements shall comply with the provisions of the Stormwater Management Manual and Section 23-706, BMCC.

The storm water system within the subdivision will be the responsibility of the Home Owners Association (HOA) to maintain. In the SIA under the heading V. Storm Drainage the applicant will include wording that outlines the HOA responsibility to maintain the system. That language shall be coordinated with the City Public Works Department to ensure it is correct and covers the requirements of maintenance. **(Condition #1)**

c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

d. **Streets** – Access to the lots within this proposed subdivision will be from North or South Cherry Hills Loop Road. Each individual lot will be accessed from Cherry Island Drive within the subdivision. This street shall be public, located within a 56-foot right-of-way with a street width of 34-foot back of curb to back of curb. This internal access road shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets construction shall be reviewed and approved prior to installation by the City of Billings Public Works Department.

Sidewalks will be installed at time of lot construction with 5-foot wide boulevard sidewalks. Road construction will include installation of accessible ramps at the intersections.

A boulevard sidewalk along the south side of North Cherry Creek Loop Road from Bitterroot Drive to Cherry Island Drive is required at this time.

This information is outlined in the SIA under the heading III Transportation B. Sidewalks.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that serves this area is located at 1601 Saint Andrews Drive (Station #6).

The subdivision is located within the ambulance service area of American Medical Response (AMR).

Comments from the Police department state that continued expansion of subdivisions will require additional resources to maintain acceptable levels of service.

f. **Schools** – This subdivision will be served by School District #2. Elementary School for this subdivision is Beartooth Elementary, Middle School, Medicine Crow, and High School is Skyview High School.

g. **Parks and Recreation** – This subdivision parkland dedication is 0.78 acres. The applicant will be providing a cash in lieu contribution for parkland.

h. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. The developer will work with the USPS to provide a satisfactory location for a CBU for this filing. **(Condition #2)**

i. **Historic features** – No known historic or cultural assets exist on the site.

3. Effect on the natural environment

The subject property does have some slopes on the south end of the property by South Cherry Hills Loop Road. The land will present some challenges for road installation but nothing that would prevent it from being done. There are existing trees on the property that may have to be removed to get the new subdivision streets and sidewalks installed. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA under the heading II. Property Conditions and Information for Lot Purchasers.

5. Effect on the public health, safety and welfare

Fire hydrants will be installed to meet fire department requirements. Sidewalks will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Essential Investments (relating public and private expenditures to public values):** Infill development and development near existing City infrastructure may be the most cost effective. (p.6)
>
> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> Implementation of the Infill Policy is important to encourage development of underutilized properties. (p.8)
>
> **Home Base (healthy, safe and diverse housing options):** A mix of housing types that meet the needs of a diverse population is important. (p.8)

2. Billings Heights Neighborhood Plan

The Billings Heights Neighborhood Plan identifies this area for medium density residential development on its Future Land Use Map, as this area was not yet annexed or developed when the Plan was adopted. The subdivision meets the following goals of the Heights Neighborhood Plan:

a) **Provide safe, good quality and affordable housing in the Heights. Develop housing patterns that are compatible with existing neighborhoods. Encourage high density multi-family development along arterial routes. Maintain similar housing in established neighborhoods (Land Use Goal, Page 19).** This subdivision provides medium density residential single-family development in a neighborhood with existing single family to the west and manufactured home development to the east.

b) **Encourage infill housing (Housing Goal, Page 23).** This property is surrounded by existing City development on the east and west and municipal services are already provided to the neighborhood making development of this property logical to provide municipal services efficiently.

3. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision lies within the jurisdiction of the BABTMP. The BABTMP shows a future bike lane along Bitterroot Drive and one along South Cherry Creek Loop Road. There are no identified trails within the proposed subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within the Suburban Neighborhood Residential (N3) zoning district. All building development on the lots shall comply with current zoning when applying for a building permit.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider has provided private utility easements as requested by private utility providers on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed lots from proposed Cherry Island Drive. All existing and new proposed streets are dedicated to the public as shown on the plat.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Cherry Island Subdivision does not create any adverse impacts that warrant denial of the subdivision. It is a good infill project for land that is surrounding by existing residential uses.

- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway and Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval of the preliminary plat of Cherry Island Subdivision to the City Council and adoption of the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, August 23, 2021

_____

William A. Cole, Mayor

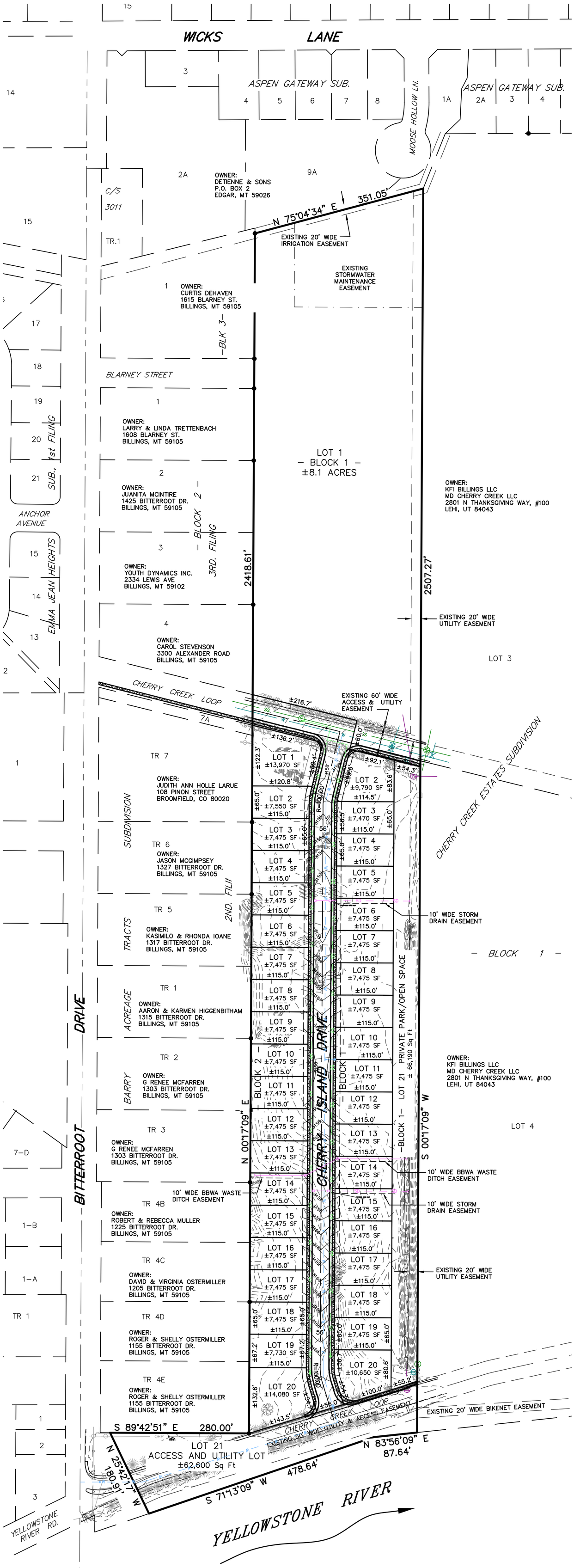
PRELIMINARY PLAT OF

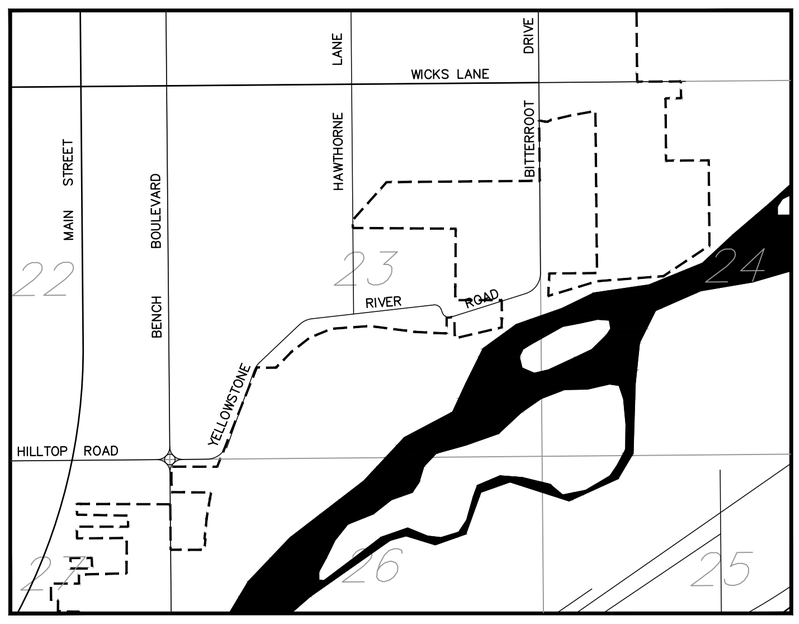
CHERRY ISLAND SUBDIVISION

BEING LOT 2, BLOCK 1, CHERRY CREEK ESTATES SUBDIVISION SITUATED IN THE NW1/4 AND THE SW1/4 OF SECTION 24 TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M. IN THE CITY OF BILLINGS,YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : CHERRY ISLAND, LLC
PREPARED BY : SANDERSON STEWART

APRIL 2021
BILLINGS, MONTANA





VICINITY MAP

NOT TO SCALE

NORTH

100 50 0 100 200

SCALE:1" = 100'

— — SS — — SS — = PROPOSED LOW PRESSURE SANITARY SEWER
– —W— —W— —W– = PROPOSED 8" WATER MAIN
— — SD — — SD — = PROPOSED STORM DRAIN
= PROPOSED FIRE HYDRANT
= PROPOSED CURB, GUTTER & BOULEVARD WALK

PLAT DATA

GROSS AREA	= 20.195 Acres
NET AREA	= 18.182 Acres
NUMBER OF LOTS	= 42
MINIMUM LOT SIZE	= 7,470 Sq Ft
MAXIMUM LOT SIZE	= 8.1 Acres
LINEAL FEET OF STREETS	= 1,548 LF
PARKLAND REQUIREMENT	= 34,150 Sq Ft
PARKLAND DEDICATION	= CASH IN LIEU
EXISTING ZONING	= RR1 and P1
SURROUNDING ZONING:	
NORTH	= RR1
SOUTH	= AGRICULTURAL/YELLOWSTONE RIVER
EAST	= RMH
WEST	= N4
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= SINGLE FAMILY RESIDENTIAL

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS CHERRY ISLAND SUBDIVISION

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS CHERRY ISLAND SUBDIVISION

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between **CHERRY ISLAND, LLC,** whose address for the purpose of this agreement is 5855 Elysian Road; Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, at a meeting held by the Yellowstone County Board of Planning on the___ day of _____, 20____ the Board recommended for approval, subject to certain conditions, an area known as the Cherry Island Subdivision; and

WHEREAS, at a regular meeting held on the____ day of _____, 20____ the City Council approved, subject to certain conditions, a preliminary plat of Cherry Island Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of Cherry Island Subdivision, upon filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings Subdivision Regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

No variances are being requested with this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required five-foot- wide boulevard-style sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the geotechnical investigation report for this property, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical investigation prior to construction. Assessment and mitigation, if any, of these conditions shall be the responsibility of the lot owner.

D. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

E. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

F. There is attached hereto a waiver waiving the right to protest the creation of the special improvement district, or districts, which, by this reference, is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners, of the developments described herein. Said waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

G. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities, and any issue arising therefrom, is the responsibility of the lot owners.

III. TRANSPORTATION

A. Streets

Cherry Island Drive within the subdivision shall be public and shall be located within a 56-foot right-of-way and have a street width of 34-foot back of curb to back of curb. This internal access road shall be built to grade with a standard crown and a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, Subdivision Regulations, and Uniform Building Code.

B. Traffic Impact Contributions

In accordance with the original SIA for Cherry Creek Estates Subdivision, Subdivider is required to make an off-site cash contribution for intersection improvements to the intersection of Hilltop and Bench in the amount of $4,047.00 and the intersection of Yellowstone River Road and Hawthorne in the amount of $4,143.66. Half of each contribution is due upon the development of Block 1, Lots 2-20 and Block 2, Lots 1-20. Half of each contribution is due upon development of Block 1, Lot 1.

C. Sidewalks

City and the Subdivider agree that the developer will install accessibility ramps at time of private contract construction. Individual lot owners will be responsible for the construction of the five-foot wide boulevard sidewalks adjacent to their lot at the time of lot construction. The City reserves the right to construct any missing sidewalk and assess the property owners three years after construction of a phase.

A boulevard sidewalk along the south side of North Cherry Creek Loop Road from Bitterroot Drive to Cherry Island Drive is required to be built with this subdivision.

D. Street Lighting

Construction or installation of street lights within the public rights-of-way shall not be required at this time. If street lights are installed, a maintenance district will be formed for future maintenance of the street lights.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

Street Name signs are required at the new intersections with Cherry Island Drive. No further signage is anticipated.

F. Access

Two accesses will be provided for the subdivision from Bitterroot Drive along North and South Cherry Creek Loop Road. Location of these accesses shall be subject to review and approval by the City Engineering Office.

G. Billings Area Bikeway and Trail Master Plan

No bikeway or trail requirements are anticipated for this specific area.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Bitterroot Drive along North and South Cherry Creek Loop Road. The City will provide emergency service. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.
Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division. Because the City of Billings storm drain system is not available in the area of the subdivision, stormwater will be handled on site through surface flow on the

streets, inlets, and piping and through the existing Cherry Creek Estates Subdivision system in accordance with that previously prepared and approved Storm Water Drainage Report for Cherry Creek Estates Subdivision of which this parcel was a part. The stormwater design for Cherry Island Subdivision, will conform to the current City of Billings Stormwater Management Manual.

An irrigation drain/waste ditch traverses the site. Provisions shall be made to continue conveyance of the seasonal flows that may occur in this ditch.

VI. UTILITIES

Water and sanitary sewer lines shall be sized and installed in conformance with the City design standards and specifications, and the rules and regulations of the City of Billings and the County Water District of Billings Heights.

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department, Distribution and Collection Division, and the County Water District of Billings Heights. The extension/connection of/to water mains and sanitary sewers are subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater fees in effect shall be submitted with the applications.

It is acknowledged that the properties subject to the Subdivision Improvements Agreement shall be subject to the appropriate buy-in fee for the County Water District of Billings Heights in effect at the time of payment. Fees shall be paid as applied for in the extension application and as per the first paragraph above.

The developer/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.), shall be in accordance with design standards, specifications, rules and regulations of, and as approved by the City of Billings Public Works Department, County Water District of Billings Heights, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The subdivision will be served by making connections to an existing water main located in North Cherry Creek Loop Road and connection to the main located at the corner of South Cherry Creek Loop Road and Bitterroot Drive. The existing water main in these streets is an 8-inch diameter main and is a part of the County Water District of Billings Heights water distribution system. A new 8-inch water main will be installed in the local interior streets. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and will be subject to approval by the City of Billings Fire Department. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. Each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the County Water District of Billings Heights and Montana Department of Environmental Quality and will be approved by the County Water District of Billings Heights.

B. Sanitary Sewer

The subdivision will be served by one connection to an existing 8-inch sanitary sewer main located in North Cherry Creek Loop Road. The subdivision shall be serviced by low pressure sewer lines that collect and discharge to the existing gravity main in North Cherry Creek Loop Road. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way, where possible, and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

The park land required for this subdivision is 0.78 acres. Park Dedication shall be met by cash-in-lieu contribution.

VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a preliminary geotechnical analysis for this property dated April 27, 2021.

It is recommended that owners, purchasers, realtors, builders or developers fully familiarize themselves with the information contained in this report prior to any design or construction.

IX. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

X. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. The Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provision of the agreement.

C. The covenants, agreements, and all statements in this agreement run with the land and apply to, and shall be binding, on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of this agreement, or to give any notice required herein, then the prevailing party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement, or any provisions herein, shall be made in writing and executed in the same manner as this original document, and shall, after execution, become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. The Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date Second above written.

"SUBDIVIDER" **CHERRY ISLAND, LLC**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____of **CHERRY ISLAND, LLC** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

CHERRY ISLAND SUBDIVISION

SUBDIVIDER/OWNER **CHERRY ISLAND, LLC**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ of **CHERRY ISLAND, LLC.** and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed Name:_____
Residing at:_____
My commission expires:_____

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

August 23, 2021

Cherry Island, LLC
5855 Elysian Road
Billings, MT 59101

Dear Applicant:

On August 23, 2021, the Billings City Council conditionally approved the preliminary plat of Cherry Island Subdivision, subject to the following conditions of approval:

1. To protect public health and safety and to ensure proper storm drainage functioning, prior to final plat approval, the applicant will include language in the SIA under the heading V. Storm Drainage, outlining the HOA responsibility to maintain the system. The language will be coordinated with the City Public Works Department to ensure it is correct and meets requirements of the City.

2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

_____
William A. Cole, Mayor

pc: Sanderson Stewart / Rick Leuthold
Cherry Island, LLC

City Council Regular

Date:	08/23/2021
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-08
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward II.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Cherry Island Land, LLC. submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Highway 3 and southeast of Rod and Gun Club Road. The property is described as A tract of Land situated in the NW 1/4 of Section 24, T.1N., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows: Being a portion of Lot 2, Block 1 of Cherry Creek Estates Subdivision, recorded June 12, 2003, under Document No. 3234914, on file and of record in the Records of Yellowstone County, said portion being described as follows: Wholly surrounded on the east by Lot 4, Block 1 of said Cherry Creek Estates Subdivision, on the north existing City boundary, also being the south line of an existing 60 foot wide access & utility easement through said Lot 2, Block 1 Cherry Creek Estates Subdivision, on the west by Lot 7A, Barry Acreage Tracts Subdivision 3rd Filing, recorded November 14, 1967, under Document No. 809463, Barry Acreage Tracts Subdivision 2nd Filing, recorded May 29, 1964, under Document No. 732009, Barry Acreage Tracts Subdivision, Tracts 1 through 3, recorded May 29, 1964, under Document No. 732008 and Barry Acreage Tracts Subdivision Amended, Tract 4A Amended, recorded January 10, 2001, under Document No. 3114780 to point that is the existing City boundary per Resolution No 03-17967, said point being North 308.00 feet of the SE corner of Tract 4E of said Barry Acreage Tracts Subdivision Amended and on the south by said existing City boundary per Resolution No 03-17967. The annexation contains 7.906 gross and net acres, more or less. The property is zoned Rural Residential 1, a county zone that is not recognized by the City of Billings. There is an accompanying petition to change the property to Neighborhood 3 (N3). The N3 district is a single-family only residential district.

Upon Council approval, this annexation requires a change in the boundaries of Ward II. Two readings are required for this action. The first reading and public hearing is scheduled for August 23rd. Upon approval the second reading will occur on September 13, 2021.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward II, or;
- Disapprove adding the subject property to Ward II. Disapproval will not modify the boundary of Ward II and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD II PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward II the following described real property:

A tract of Land situated in the NW 1/4 of Section 24, T.1N., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Being a portion of Lot 2, Block 1 of Chery Creek Estates Subdivision, recorded June 12, 2003, under Document No. 3234914, on file and of record in the Records of Yellowstone County, said portion being described as follows:

Wholly surrounded on the east by Lot 4, Block 1 of said Cherry Creek Estates Subdivision, on the north existing City boundary, also being the south line of an existing 60 foot wide access & utility easement through said Lot 2, Block 1 Chery Creek Estates Subdivision,

on the west by Lot 7A, Barry Acreage Tracts Subdivision 3rd Filing, recorded November 14, 1967, under Document No. 809463, Barry Acreage Tracts Subdivision 2nd Filing, recorded May 29, 1964, under Document No. 732009, Barry Acreage Tracts Subdivision, Tracts 1 through 3, recorded May 29, 1964, under Document No. 732008 and Barry Acreage Tracts Subdivision Amended,

Tract 4A Amended, recorded January 10, 2001, under Document No. 3114780 to point that is the existing City boundary per Resolution No 03-17967, said point being North 308.00 feet of the SE corner of Tract 4E of said Barry Acreage Tracts Subdivision Amended and on the south by said existing City boundary per Resolution No 03-17967.

Said annexation containing 7.906 gross and net acres, more or less.

(# 21-08) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 23rd day of August, 2021.

PASSED by the City Council on the second reading this 13th day of September, 2021.

THE CITY OF BILLINGS:

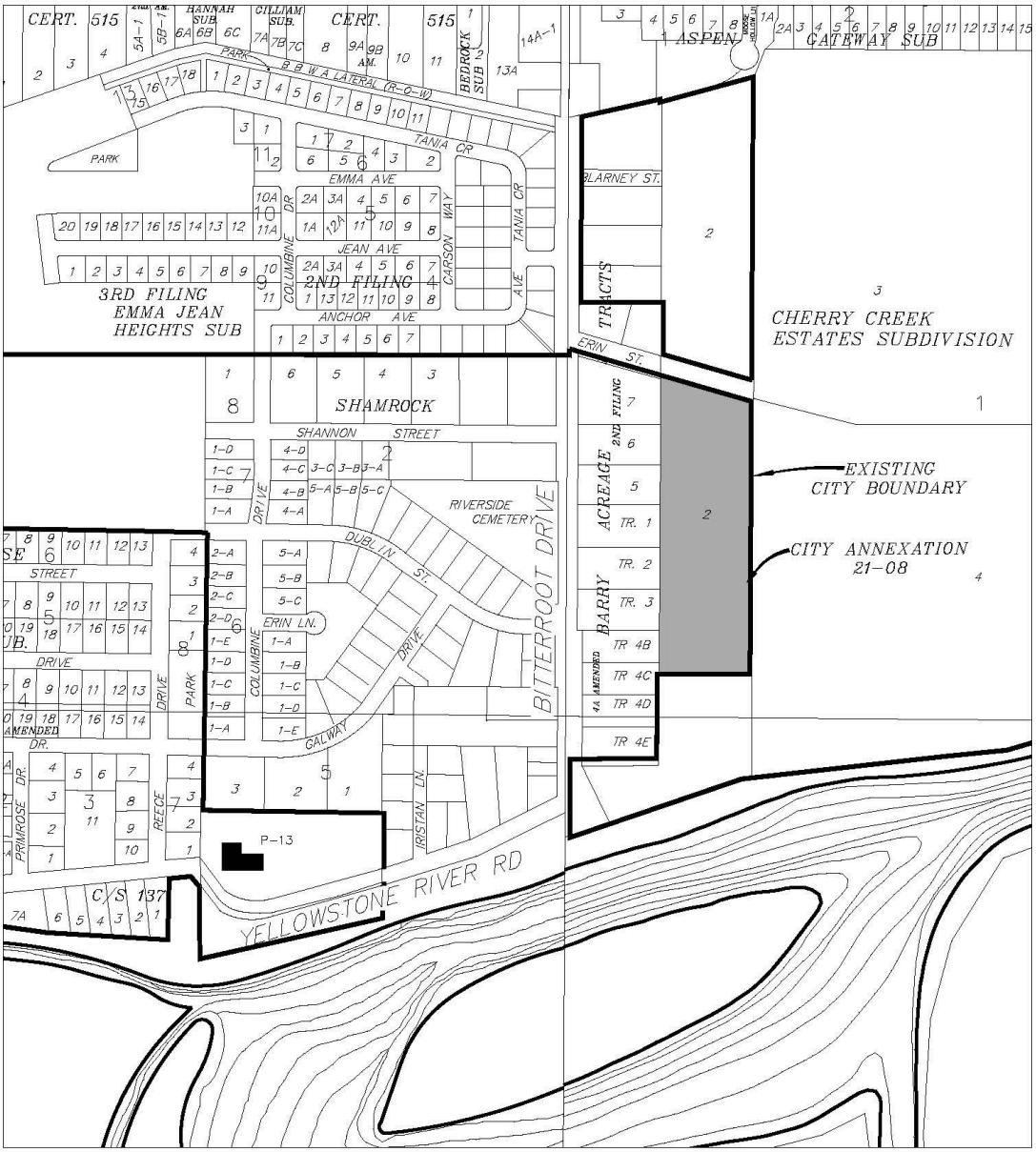
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-08)

EXHIBIT "A"


CERT. 515
HANNAH SUB.
GILLIAM SUB.
CERT. 515
BEDROCK SUB
ASPEN GATEWAY SUB
PARK
R B W A LATERAL (R-C-W)
TANIA CR
EMMA AVE
JEAN AVE
ANCHOR AVE
COLUMBINE DR
CARSON WAY
TANIA CR AVE
3RD FILING EMMA JEAN HEIGHTS SUB
2ND FILING
BLARNEY ST.
TRACTS
CHERRY CREEK ESTATES SUBDIVISION
ERIN ST.
SHAMROCK
SHANNON STREET
RIVERSIDE CEMETERY
DUBLIN ST.
BITTERROOT DRIVE
ERIN LN.
GALWAY DRIVE
ACREAGE
BARRY
TR. 1
TR. 2
TR. 3
TR 4B
TR 4C
TR 4D
TR 4E
EXISTING CITY BOUNDARY
CITY ANNEXATION 21-08
P-13
IRISTAN LN.
YELLOWSTONE RIVER RD
C/S 137

City Council Regular

Date:	08/23/2021
Title:	Joint Public Hearing and Resolution- Annexation 21-09
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the annexation and associated zone change. Upon completion of hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Mary and Joe Dyk submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. Since submission of the annexation petition, the property has been sold to TKJ Development LLC. TKJ Development is continuing with the petition. The property is located at King Avenue West and 48th Street West. The property is described as Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows: Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356; Tract 14 of Certificate of Survey 983, Amending Tracts 2B & 13, recorded May 31, 1983, under Document No. 1266982; Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933; Including that portion of adjoining Yellowstone County Road easement for South 48th Street West, also described as a portion County Road Petition Number 20, Petition filing date April 6, 1911, date road Granted May 18, 1911 The annexation contains 66.925 gross and 63.711 net acres, more or less.

The property is zoned Agricultural Open Space, a county zone that is not recognized by the City of Billings. There is an accompanying application to change the property to a mixed use PND, incorporating multiple zones and open space. The Mixed Use PND is a newly adopted tool specifically designed to incorporate 1 Mixed Use district, 1 Neighborhood district and open space. Applicants can choose to add more mixes of districts if so desired.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city.
3. Existing or proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: The parcel will be served by extending 24-inch water main along King Avenue West to 48th Street West. For sanitary sewer, the parcel will be served by extending sanitary sewer main along King Avenue West to 48th Street West. Developer will be required to provide a cash contribution for half of the cost of installation of a 12-inch sanitary sewer main extension in 48th Street West for the extent of the property.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The subject property fronts King Avenue west, a principal arterial. Given the property is proposing a mixture of housing types with some commercial zones the transportation network should not be an issue, as principal arterial roadways are designed to carry higher volumes of traffic.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Station Fire Station #7, located on Saint Andrews Drive,

about 2.98 road miles or 4 minutes driving time to the subject property.
- Parks: The development must provide at least 2% of the net area as open space, additionally, during a subsequent subdivision cash in lieu or the remaining parkland requirement must be dedicated during that time. Private parkland can be maintained by homeowners but public parkland will require a maintenance SID.
- School facilities: It is anticipated the school district will be impacted by additional housing units.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: The property location is approximately .4 miles away from existing transit line, with the closest point being the intersection of King Ave W and Montana Sapphire Drive. With the established business and residential presence already in the area, as well as anticipated growth, MET Transit plans to continue service in the area for the foreseeable future. As future growth occurs, transit expansion in the area is likely.
- Police: The Police Department staff stated that while additional patrol staff have been approved, continued annexation without additional resources may affect response times and the ability to deliver services.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation. Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because staff find the annexation policy criteria have been met. This annexation is appropriate as the city limits are adjacent to the east and south. Continued development in this area of King and 48th is contributing to major infrastructure development. It should be expected this area will further develop. The already established residential creates little to no impact across multiple city departments and services. All departments were consulted and there was no opposition.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on August 6th, 2021.

ALTERNATIVES

The City Council may approve or deny the petition for annexation. Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and zoning. On July 7, 2021, the annexation petition was submitted to the Planning Division by the owner's agent. On August 23, 2021, the City Council is scheduled to take action on the petition in combination with considering a zone change and subdivision.

Action tonight approves the annexation plan in whole, however, as designed by the PND, the annexation is also phased. Council action approves an all-encompassing annexation and zoning plan. As specifically designed by the PND, the annexation approval does not annex immediately all involved parcels, but rather identifies two phases for annexation. Phase 1 consists of the southern three parcels along King Avenue West and 48th Street West. Further, Phase 1 parcels are legally described as Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933; Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356; including all adjacent rights of way. It is also anticipated that a subsequent subdivision application will be forthcoming this fall for Council's preliminary plat approval. Phase 2 conditions of approval are part of the associated Development Agreement.

It is anticipated a forthcoming subdivision will employ the use of phases. If the subdivision phases do not align with the existing parcels and legal description of Phase I, the Resolution of Annexation will have to be amended by City

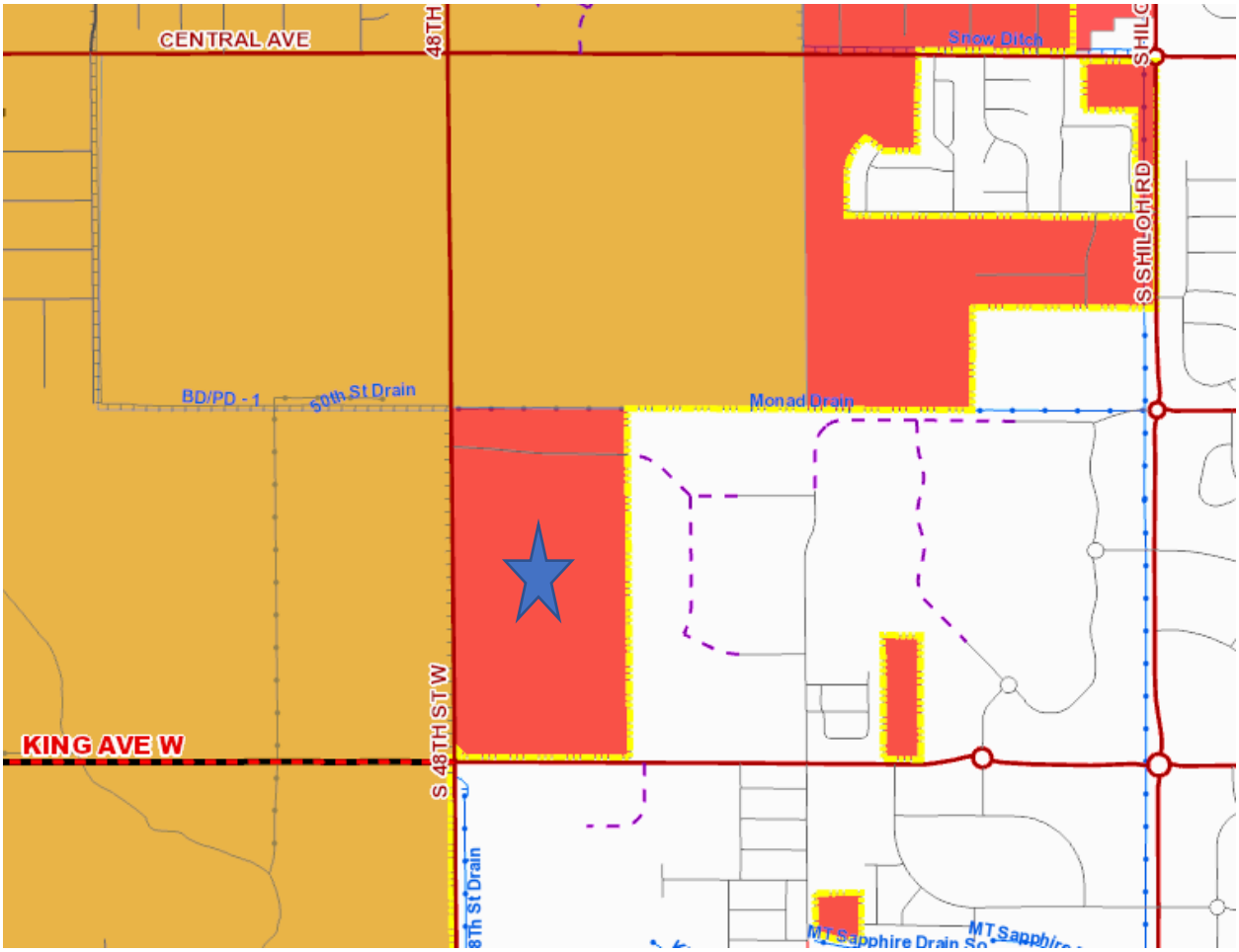
Council to reflect the new boundary.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation Map
Resolution



Limits of Annexation Map

RESOLUTION NO. 21 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

WHEREAS, the annexation is part of a Planned Neighborhood Development ("PND") and overall development plan in accordance with BMCC (27-800)

WHEREAS, the developer desires phased annexation and development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY EFFECTIVELY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

   Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Phase 1

   Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933;
   Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356;

Including all adjacent right of way

2. TERRITORY TO BE ANNEXED. Pursuant to conditions being met with the Development Agreement, the following territory will be annexed to the City of Billings:

   Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Phase 2

   Tract 14 of Certificate of Survey 983, Amending Tracts 2B & 13, recorded May 31, 1983, under Document No. 1266982;

   Including all adjacent right of way;

   Said phases containing 66.925 gross and 63.711 net acres, more or less.

(# 21-09) See Exhibit "A" Attached

3. CONDITIONS. The annexation is approved, subject to the following condition:

1. Within 45 working days and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, provide guidance for the effectiveness of Phase 2 of AN 21-09 and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded;

   If the conditions are not satisfied, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.

4. PHASED DEVELOPMENT. This annexation and development is phased. This Resolution immediately annexes Phase 1 as described in section 1. The required Development Agreement provides guidance on subsequent processes required to finalize the Phase 2 annexation legally described in Section 2 of this Resolution.

5. EFFECTIVE DATE. Upon satisfaction of the above condition(s), this resolution to annex the above described territory identified will become effective and shall be filed with the Yellowstone County Clerk and Recorder. If the owner fails to meet the deadline identified above, this resolution to annex shall not become effective, will be null and void, and shall not be filed with the Yellowstone County Clerk and Recorder.

6. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 23rd day of August, 2021.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

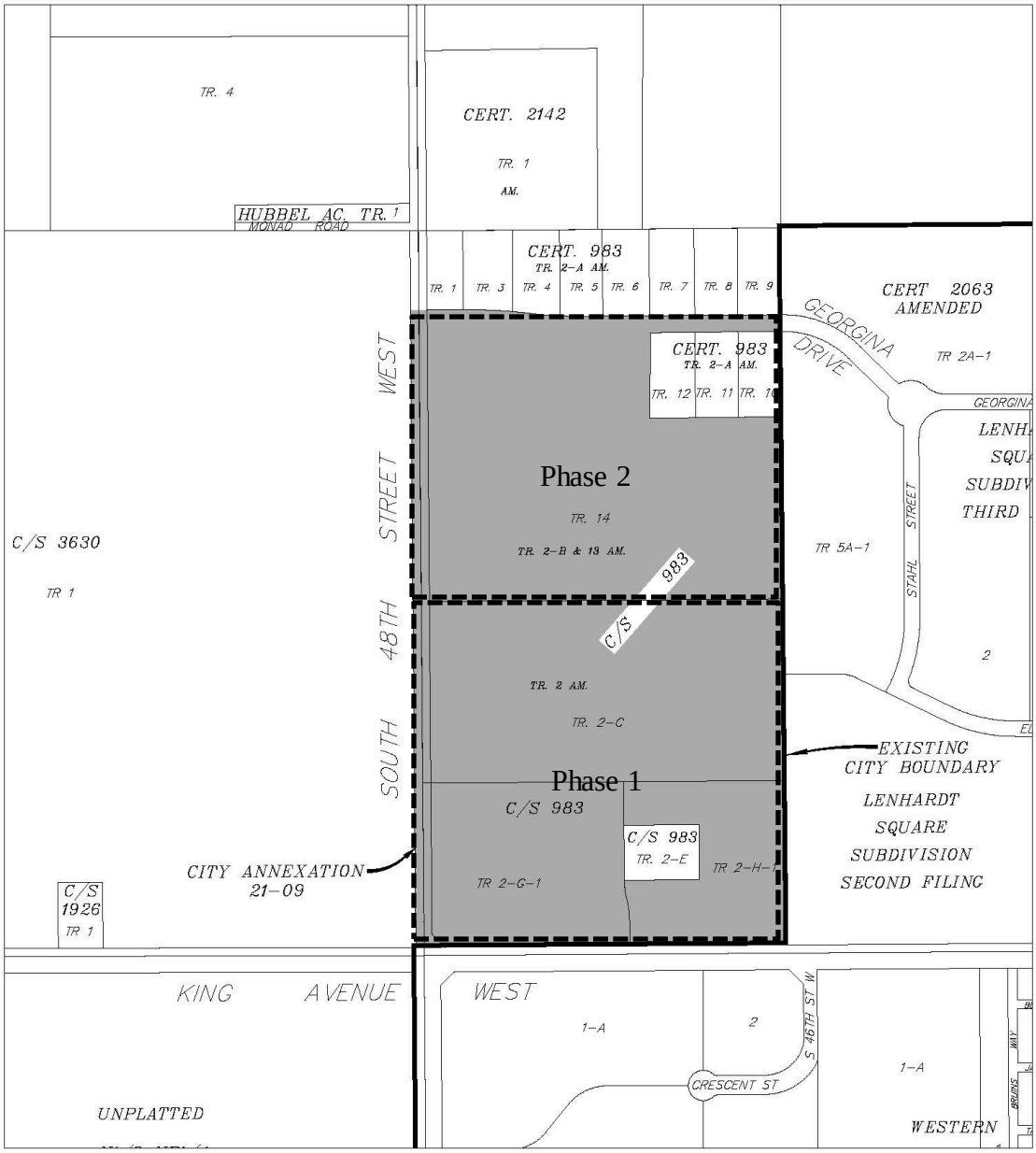
ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(# 21-09)

EXHIBIT "A"


TR. 4
CERT. 2142
TR. 1
AM.
HUBBEL AC. TR. 1
MONAD ROAD
CERT. 983
TR. 2-A AM.
TR. 1
TR. 3
TR. 4
TR. 5
TR. 6
TR. 7
TR. 8
TR. 9
CERT 2063
AMENDED
GEORGINA
DRIVE
TR 2A-1
CERT. 983
TR. 2-A AM.
TR. 12
TR. 11
TR. 10
GEORGINA
LENH
SQU
SUBDIV
THIRD
Phase 2
TR. 14
TR. 2-B & 13 AM.
WEST
STREET
48TH
SOUTH
C/S 3630
TR 1
983
C/S
TR. 2 AM.
TR. 2-C
TR 5A-1
STAHL STREET
2
EXISTING
CITY BOUNDARY
LENHARDT
SQUARE
SUBDIVISION
SECOND FILING
Phase 1
C/S 983
C/S 983
TR. 2-E
TR 2-H-1
TR 2-G-1
CITY ANNEXATION
21-09
C/S
1926
TR 1
KING AVENUE
WEST
1-A
2
S 46TH ST W
CRESCENT ST
1-A
UNPLATTED
WESTERN

City Council Regular

Date:	08/23/2021
Title:	Joint Public Hearing Zone Change 997 - Ridgeline Development - A to MU-PND
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the ten review criteria for Zone Change 997, a Mixed Use Planned Neighborhood Development zone change.

Staff recommends the City Council hold a public hearing. In this case, a joint public hearing that considers both the zone change and associated annexation. Upon completion of hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval, and approve the first reading of the ordinance to change the zoning for the property.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This is a zone change request for a new Planned Neighborhood Development zone change for a proposed annexation of a 65.873 acre parcel at the intersection of King Ave W and 48th St West. The proposed Mixed Use PND will include 7.02 acres of CMU1, about 12 acres of NX2, 36.75 acres of N2 zoning and about 6.5 acres of open space (P1). The PND is a new zoning tool to help guide the coordination of annexation, subdivisions, and master planing for new city neighborhoods. The previous zoning code allowed urban-type zoning districts in both the city and the county. In many cases, developers were "pre-zoning" parcels in the county prior to annexation. The new PND tool will allow developers to process all the zoning with the City Council, phase the annexation of the property (if necessary), and coordinate both of these processes with subdivision or master site plan review. The new tool applies a level of certainty to all stakeholders, including the surrounding property owners.

This zone change is for a Mixed Use PND and includes some mixed use zoning (CMU1) at the intersection of the two arterial streets, mixed residential zoning (NX2) in two locations with most of the remaining area in the Mid-Century Neighborhood (N2) zone district. There is a substantial amount of open space shown on the plan. A master plan for the use and development of this open space is not yet completed. There is a small "in-holding" parcel that is wholly surrounded by the proposed annexed property. This parcel is about 1.25 acres, is zoned Agriculture and has a single family dwelling. The property is owned by Frank and Sharon Wetsch.

APPLICATION DATA

OWNER: Thomas and Mary Dyk Trust
AGENT: Performance Engineering, Craig Dalton, P.E.
LEGAL DESCRIPTION: Tract 2C, 2-G-1, 14, and 2-H-1 of Certificate of Survey 983
ADDRESS: King Avenue West and 48th St West - 645 S 48th St West
CURRENT ZONING: Agriculture (A)
EXISTING LAND USE: Agriculture and residence (one)
PROPOSED USE: Residential and Mixed Use
SIZE OF PARCEL: 65.873 acres

CONCURRENT APPLICATIONS:

Petition for Annexation 21-09

SURROUNDING ZONING AND LAND USE:

NORTH: Zoning: Rural Residential 1 (RR1)
Land Use: County residences on large lots
SOUTH: Zoning: Western Sky Planned Development (PD-NC and PD-CC)
Land Use: Vacant land
EAST: Zoning: Lenhardt Square Planned Development (PD-MFR & PD-MU)
Land Use: Vacant land
WEST: Zoning: Agriculture (A)
Land Use: Agricultural and single family residences

This area of Billings has experienced a great deal of growth and development in the past decade. This includes three Planned Development zones, customized zoning for specific parcels, that include mixed uses, residential development and medical facilities. Housing demand has reached a high level while supply of all types of housing choices has not kept up with the demand. At least two decades ago, local planning and growth policy documents indicated a need for independent living units for aging residents who want to "downsize" from a maintenance heavy single family dwelling on a large lot to unit ownership or townhomes as well as rental apartments. The 2010 Census indicated Billings, like many other urban areas, saw a reduction in average household size to 2.3 persons. Smaller households, aging residents and the higher costs of all housing has driven the demand for apartments, townhomes, and smaller multi-family products. Developers have made robust investments in multi-family dwelling choices in Lenhardt Square already including the InterUrban and Interpointe Apartments, and the KWO Apartments. A new multi-family project is planned for the northern piece of Lenhardt Square. Several other multi-family developments have come on-line in the last 15 years around King Avenue West and Shiloh Road including Long Beach Apartments, Affinity at Billings (age restricted), and Hoop Dreams Apartments and condominiums. Apartments, townhomes and unit ownership housing choices are still in high demand in Billings especially in areas close to shopping, schools and recreational opportunities.

There are challenges to an area of urban development that is on the edge of the city limits. These challenges include ensuring the adjacent county property owners and uses are protected as much as possible from conflicts with the new urban neighborhood residents and uses. This is not meant to ensure similarity or homogenous development patterns between the city and county, but the development plan includes buffering, connectivity where and when needed, and recognition of similar goals for both types of property. The 2016 Billings Growth Policy and the 2001 West Billings Neighborhood Plan goals and policies support the proposed Mixed Use PND. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The proposed zone change supports these goals. The 2016 Billings Growth Policy supports a broad range of housing choices, encourages more walkable neighborhoods with connectivity to other transportation options, and building the community fabric through urban designed public spaces. The proposed zone change supports these goals as well.

STAKEHOLDERS

The applicant and agent conducted a pre-application neighborhood meeting on June 23, 2021 and six surrounding owners attended. The meeting was held in a virtual format. Sharon Wetsch, one of the owners of the in-holding parcel, asked questions regarding her parcel's access and how that would be affected by the zone change and development. The applicant stated the existing easement to her lot from King Ave West would stay in place until she or a future owner of the parcel abandoned the easement or wanted it re-located. There were other general questions about the road layout and how the development would progress.

As part of the PND zone change process, the applicant is also required to hold a pre-application Concept Review meeting with city staff to address any concerns with the street layout, zone districts, access, parks, utilities and similar infrastructure provisions. Staff was generally supportive of the proposed street layout and distribution of the zone districts.

Planning staff did not receive any comments prior to completing the staff report for the zone change.

The Zoning Commission conducted a public hearing on August 3, 2021 and received the staff recommendation of approval and testimony from the applicant's agent, Scott Aspenlieder of Performance Engineering. Additional testimony opposed to the zone change was received from Sharon Wetsch. Mrs. Wetsch stated her property, the in-holding, is surrounded by the NX2 zoning that she believes is unnecessary and was done purposely to cause diminishment of her properties value and livability. She stated she consulted an attorney regarding this zoning and her attorney advised her the NX2 zoning north of her property was beyond the minimum requirements of the PND zoning process. She stated the applicant only needed to provide mixed residential or mixed use zoning along the arterial street frontage and not north of her home. Mrs. Wetsch stated a better choice would have been NX1 - 1 to 4 family dwellings. She stated her concern with the utility of her existing access easement from King Ave West and whether the roads planned around her property would interfere with this easement. Scott Aspenlieder, agent for owner, clarified the access easement is of record and neither his client nor any future owner of the property could interfere with or block this recorded easement for Mrs. Wetsch's property. He stated the owners plan is for the proposed NX2 zoning along this portion of the King Ave West street frontage. The owner has no definitive building plans in place yet for this section of the development and the NX2 zone allows 2-family or up to 8-unit buildings. Planning staff clarified the differences between the NX zone districts, and stated there will be future administrative approvals for building plans in the development. Staff indicated Mrs. Wetsch can be notified of these administrative processes. Staff also clarified, the development plan will have future public hearings not just for the zoning but the subdivision approval as well.

Aileen Kindsfater of 4733 Georgina Drive called into the Zoning Commission hearing to ask questions regarding

traffic, the annexation and whether the owners on Georgina Drive could annex after this development put in the utilities. Scott Aspenlieder, agent, stated a traffic study was in process and is required by the subdivision regulations. He stated the subdivision is following the zone change and annexation by about 30 to 45 days. He stated the access road from King Ave West is under the authority of the Montana Department of Transportation. He stated this location is already fixed by MDT. He stated the T-intersection proposed with Georgina Drive (northwest corner of the parcel) can be slightly adjusted to reduce conflict with driveways to the north, but it also has to be a certain distance from the Georgina Drive intersection with 48th West and has to meet the PND zoning requirements for block perimeters (max 2,200 feet). He stated there is no need to change any speed limits on Georgina, or 48th St West. MDT controls the speed limit on King Ave West. He stated 48th St West and King Ave West will be controlled with a round-a-bout in the future instead of the 2-way stop control. He stated when the developer installs city utilities as part of the Georgina Drive improvements, the city may allow for the installation of stub lines to the county residences on the north side of Georgina. These would not be connected unless or until the owners chose to annex to the city. He stated this would be the last phase of the development and could be a number of years in the future. Mr. Aspenlieder stated the county residents could petition to annex at any time, but would be financially responsible for the improvements on the north side of Georgina.

Commission member Dan Brooks made a motion to recommend approval and adoption of the findings for Zone Change 997. The motion was seconded by Commission member Trina White and the motion was approved on a 3-1 vote. Commission member Jack King voted against the motion.

ALTERNATIVES

The City Council may:

- Approve the zone change and adopt of the findings of the ten review criteria for Zone Change 997; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 997; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

Be advised, the City Council may not approve a zone change that was not requested or advertised in the public hearing notice.

FISCAL EFFECTS

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

SUMMARY

Before making a decision on the zone change, the City Council shall consider the following findings of the ten review 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 West Billings Neighborhood Plan (2001):

The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed MU-PND for Ridgeline Development is consistent with the following adopted Policies of Planned Growth Goal 1: Establish Development Patterns that Use Land More Efficiently
Policy R "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed MU-PND is compatible with goals of the West Billings Neighborhood Plan. The proposed zone change and street layout will accommodate uses that are compatible in a mixed-use environment. The proposed development will also have good access to outdoor activities and is in proximity to commercial centers and transportation options.

The proposed amendment is also in line with the adopted 2016 Growth Policy goals for:
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, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale street lights, street trees and walkable access to public spaces

- Neighborhoods that are safe and attractive and provide essential services are much desired Implementation of the Infill Policy is important to encourage development of underutilized properties

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings
- Public safety and emergency service response are critical to the well-being of Billings' residents
- Homes that are safe and sound support a healthy community

The proposed layout for the Ridgeline Development will allow the higher density housing and commercial uses to occupy the high-value arterial street frontage. The layout of the linear parkland through the center of the development will provide a safe connection for pedestrians and recreation from north to south. The CMU1 zoning at the arterial street intersection will also provide quick and safe access to neighborhood services and businesses. The larger park parcel that faces the CMU1 district across the internal street is a good urban design element not often used in Billings. Even the larger community parks in Billings are not often in proximity to a neighborhood service center or commercial mixed use area. This will create a unique opportunity to develop complementary uses.

2) Is the new zoning designed to secure from fire and other dangers?
The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning assembly and street layout is designed to secure the development 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 change. Approval of the overall zoning plan and street layout will provide certainty both for the property owner and the surrounding owners. Annexation and provision of public health and safety services from the city will promote the general welfare of the area.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The applicant has started the process of developing a traffic impact study and will coordinate with the city Engineering Division and state Department of Transportation to ensure access to and from the entire development will be safe and adequate traffic controls and management are in place. The applicant will be part of building a multi-use path the two arterial streets. As each area of the new neighborhood is developed, a review of the original traffic plan will ensure the required mitigation is still relevant or in need of updating.
Water and Sewer: The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed changes.
Schools and Parks: Schools and parks may be effected by the proposed zone change and development of a new city neighborhood. SD #2 did not provide any comments.
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?
Non-motorized travel -- walking and biking -- is an essential part of the circulation plan both within the proposed development and connecting to adjacent areas including the multi-use trail on Shiloh Road and to the nearby Shiloh Conservation Area Trail system to the east. Pedestrian connections will be ensured through the development, and the property is close to a fixed route MET bus line. Traffic counts in the area on King Ave West and 48th St West are well below the expected volume on a principal arterial street. King Avenue West has an average daily traffic volume of 11,390 vehicles per day at this location, less than Rimrock Road at 17th St West. 48th Street West is less than most local streets with about 2,500 vehicles per day. As development increases in the area, these 2 arterial streets will need to build in additional controls, management facilities and safety features. MDT retains jurisdiction over the management of King Avenue West and the city will be managing the 48th St W right of way when it is annexed to the city.

7) Will the new zoning will promote compatible urban growth?
The proposed increase in the overall development density is compatible with urban growth and the provision of city

level services to the new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods.

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 Shiloh Road and 48th St West is an area undergoing rapid urban development and growth. Demand for local neighborhood and commercial services is increasing. Increasing the area for these services is suitable for this location. Providing a wide range of housing choices is also suitable for this area.

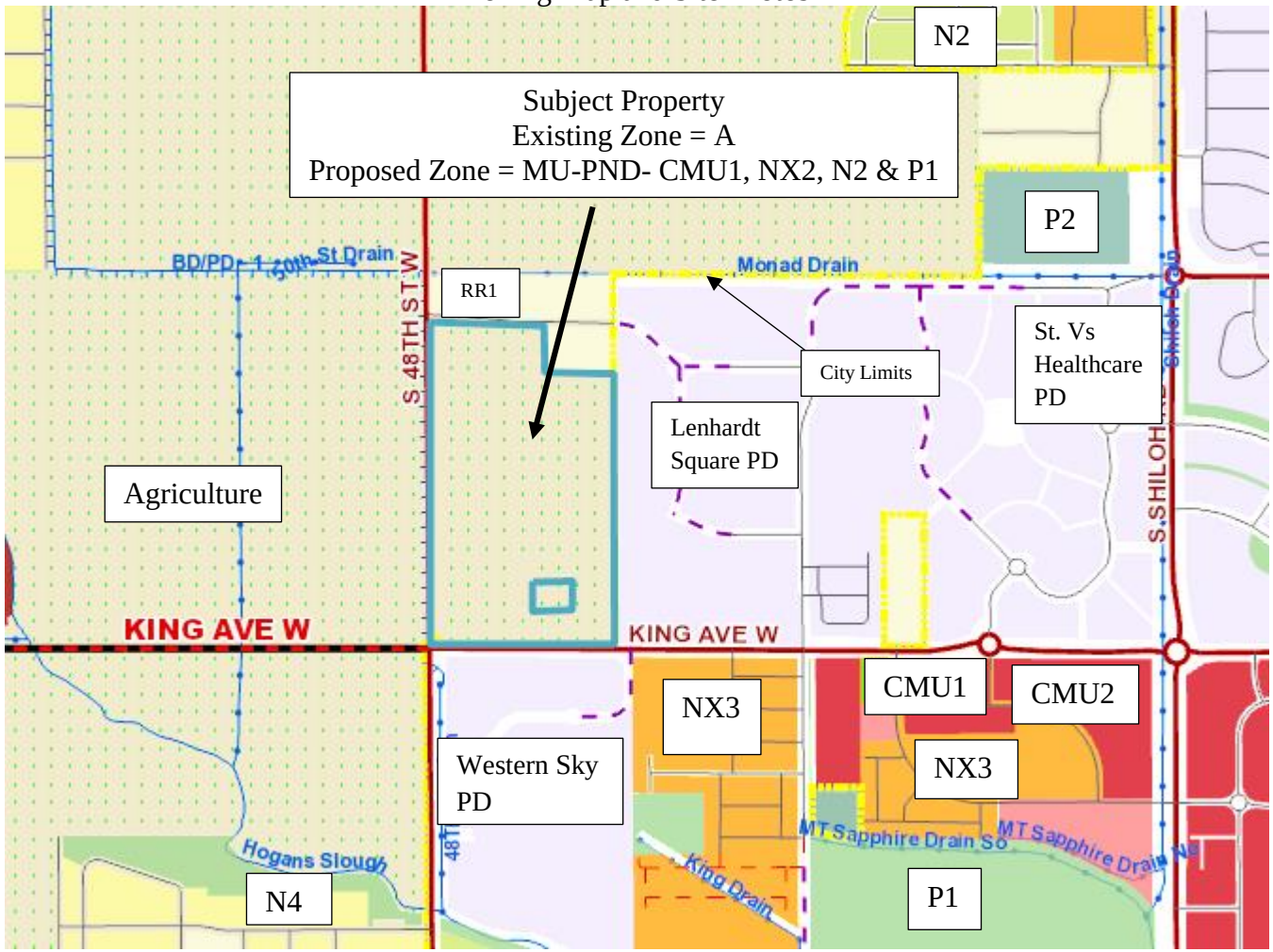
9) Will the new zoning conserve the value of buildings?
The property is a combination of developed and agricultural parcels. There is a single family home at 645 S 48th St West. The home will become a legal nonconforming use when the new zoning of NX2 is applied to this part of the property. Fortunately, the City Zoning Regulations protect all existing residential uses in neighborhood zones and will allow re-building of the structure without requiring a variance or a zone change. Approval of the zone change will provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings.

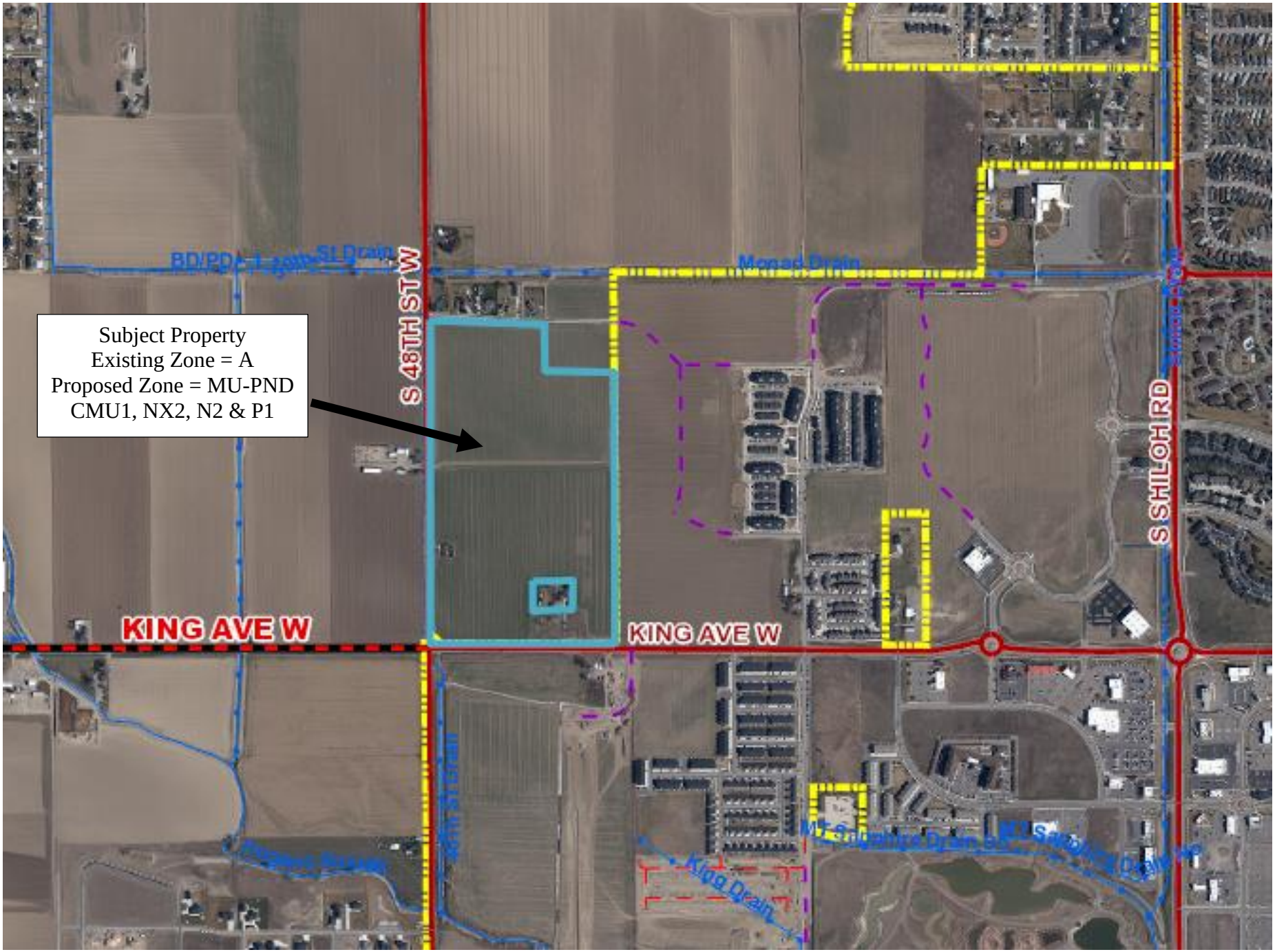
10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed MU-PND will encourage the most appropriate use of this land in Billings.

Attachments

Zoning Map and Site Photos
Proposed Zoning Exhibit
Applicant Letter
Preapplication Meeting Notes
Ordinance ZC 997

City Zone Change 997 – Ridgeline Development – MU-PND
Zoning Map and Site Photos




Subject Property
Existing Zone = A
Proposed Zone = MU-PND
CMU1, NX2, N2 & P1
S 48TH ST W
Monad Drain
S SHILOH RD
KING AVE W
KING AVE W
King Drain

Subject Property from S 48th St West intersection with King Ave W

View east along King Ave West from S 48th St W

View north along S 48th St W from King Ave W intersection

View north and west across 48th St West

View south across King Ave West

View south and east across King Ave West

View north and east across subject property

View east across subject property

PROPOSED PND MAP FOR

RIDGELINE SUBDIVISION

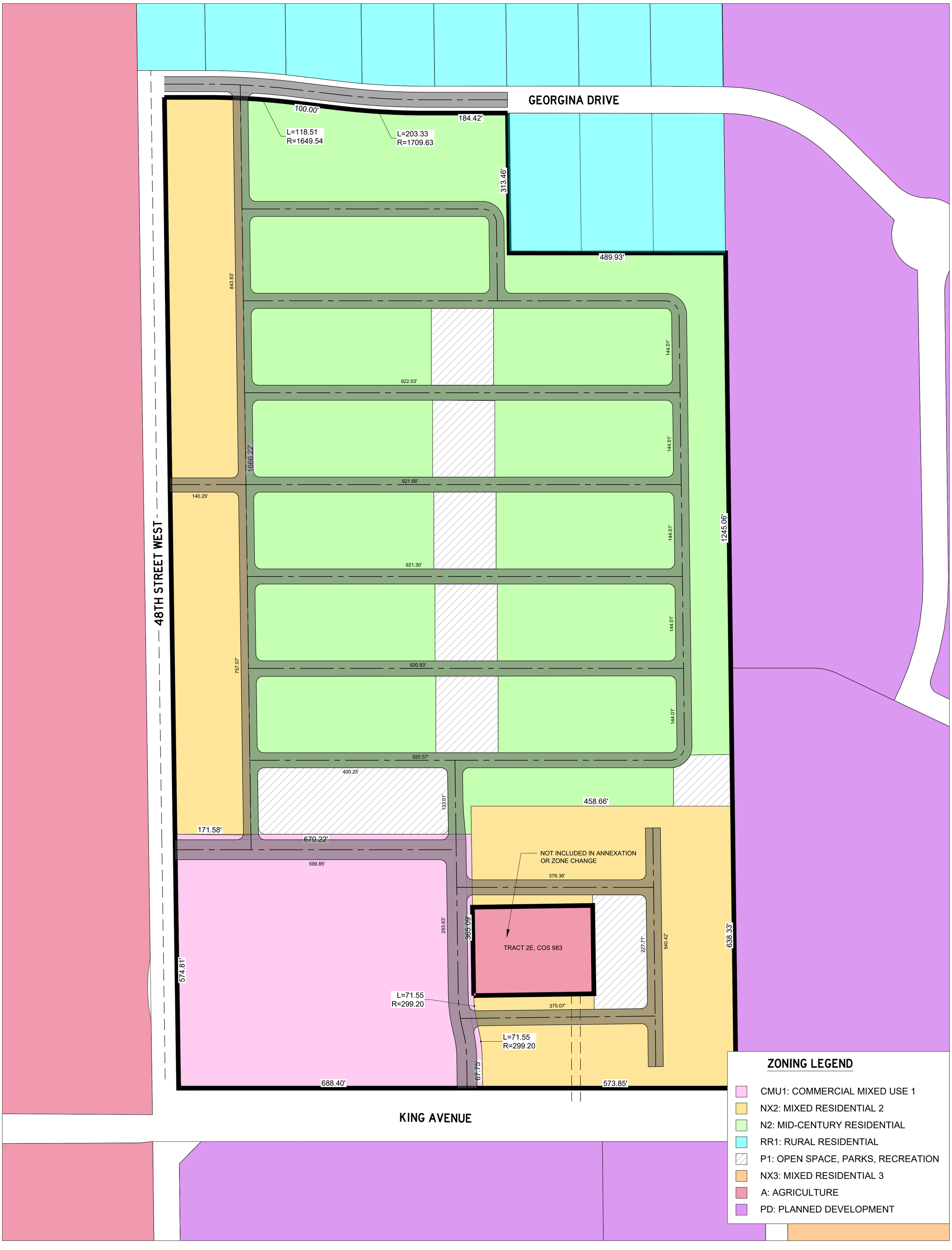
BEING LOCATED ON TRACTS 2-G-1, 2-H-1, 2C, & 14 OF COS 983 IN S10, T01S, R25E

PREPARED FOR : TKJ DEVELOPMENTS, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC

0 100 200

IN FEET



ZONING LEGEND

- CMU1: COMMERCIAL MIXED USE 1
- NX2: MIXED RESIDENTIAL 2
- N2: MID-CENTURY RESIDENTIAL
- RR1: RURAL RESIDENTIAL
- P1: OPEN SPACE, PARKS, RECREATION
- NX3: MIXED RESIDENTIAL 3
- A: AGRICULTURE
- PD: PLANNED DEVELOPMENT

SHEET 1 OF 1

PE COLOR.CTB
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C:\Users\CraigDalton\Dropbox (PEC Billings)\PEC Billings Team Folder\TKJ Development\21-061 Ridgeline Sub\CAD\DWG\Exhibits\PND\RS PND Map.dwg

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Tracts 2-G-1, 2-H-1, 2C, and 14 COS 983

Zone Change Questions

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies?

Infrastructure Investments – The proposed project is located along King Avenue, adjacent to the western most boundary of the city limits. The project will extend existing water and sewer infrastructure to service the development. Furthermore, this project will assist the city in developing the 48th Street West corridor which has been identified by Planning and Engineering as the next major corridor on the west end.

Strong Neighborhoods – The proposed project will utilize a mix of housing options (NX2 and N2) to draw individuals of all ages in addition to families. The development is planned in a way as to provide a strong community by providing easy access to pocket parks and outdoor areas for neighbors to gather. Furthermore, this development will serve as a future launching pad for accessing multi-use paths located along both King Avenue and 48th Street West.

Business Access – The proximity of the medium density housing to commercial areas located withing this development and adjacent others will attract national and regional businesses building our city's tax base. Attraction of anchor tenants will lead to the draw of smaller local businesses, developing a well-rounded community node where people can find jobs near where they live.

Zoning – The proposed project complies with the regulations outlined in the new zoning code adopting in the Spring of 2021.

2. Explain how the proposed project meets the 10 zone change criteria.
    a. Is the new zoning is designed in accordance with the growth policy?
    The proposed zoning aligns with the existing growth policy as it located adjacent to the current city boundary and will extend existing infrastructure. Furthermore, the mix of commercial and medium density housing will provide for a strong, diversified community.

    b. Is new zoning is designed to secure from fire and other dangers?
    The proposed project will extend existing water mains and implement new hydrants for fire protection of the proposed businesses and residencies.

    c. Will the new zoning promote public health, public safety and general welfare?
    The proposed project will promote a strong diversified community where residents will be able to access businesses via pedestrian routes.

d. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
The new zoning is located just west of an existing MET route which would likely be expanded in the future to service this growing area. The proposed project will extend existing water and sewer infrastructure in King Avenue to the 48th Street corridor as well as throughout the development. The development will also implement a mixture of Greens and larger park spaces to provide outdoor areas for the public. Furthermore, sidewalks and pedestrian paths will interconnect the development to trails along 48th Street and King Avenue.

e. Will the new zoning provide adequate light and air?
The development is proposed to provide a mix of housing opportunities with open space and park areas located throughout the project providing adequate light and air.

f. Will the new zoning effect motorized and nonmotorized transportation?
The proposed project will have some impact on the motorized transportation system in the area as it was historically agricultural property and will move to residential and commercial development. The developer has already began the process of coordinating with City and MDT personnel for completion of a traffic study to be submitted at the time of subdivision later this year. Additionally, the development will have a positive impact on nonmotorized transportation as it will complete multi-use paths along 48th Street West and King Avenue which will ultimately tie into other trail systems in the area.

g. Will the new zoning promote compatible urban growth?
The proposed project is similar in zoning to the surrounding developments to the east of south, being comprised of medium residential density and commercial zoning. The proposed zoning will promote compatible urban growth around this important intersection.

h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed development continues the character of the district while also providing diversification in housing options for the area.

i. Will the new zoning conserve the value of buildings?
The proposed development will extend city services to areas where current County properties will have the option to connect in, ultimately increasing the value of their property.

j. Will the new zoning will encourage the most appropriate use of land throughout the City of Billings?
The proposed development is located on the current western most boundary of the city limits and therefore is the next logical annexation for the city and it meets the intent of the zoning code near major intersections.

2. Does the new zoning fit with the existing or planned developments within the area.

The proposed development is a continuation of similar zonings planned in the Lenhardt property to the east and the Western Sky property to the south, consisting of a mixture of medium density residential and commercial property.

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Tracts 2-G-1, 2-H-1, 2C, and 14 COS 983
Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-7 PM on June 23rd, 2021 via a virtual Zoom meeting. The meeting was hosted by Craig Dalton of Performance Engineering (agent).

Six (6) people from the public attended the meeting. Identified attendees are as follows: Sara Creeden; Aileen Kindsfater; Sharon Wetsch; Tom Rupsis; Steve Zeier; and Allison Dubs

Questions from the individuals and subsequent responses are shown below:

- Will covenants be required to limit the number of buildings a single owner can hold?

  Currently the developer does not have a plan to implement covenants that would restrict the number of buildings a single owner could hold. Covenants (if any) will be developed during the subdivision stage of the project.

- Will different builders be allowed to construct in the development? What type of consistency in building types is anticipated?

  At this time, it is anticipated that more than a single builder will construct homes within the development. Currently it is anticipated that this development will be master planned using particular building footprints and therefore builders will be required to stick closely to the overall plan. All structures will be required to meet the standards outlined in the underlying zoning.

- General questions were asked about the anticipated road layout and classifications.

  It was discussed that a preliminary concept plan has a residentially classified road runs north and south along NX 2 and N2 zoning boundary line, intersecting Georgina Drive. Future road classification map shows Georgina as a collector road.

- Owner of Tract 2E (Sharon Wetsch) asked how her access easement and her power may be impacted by the development.

  It was discussed that the current understanding of the easement is that it is required to remain in place and as is unless the beneficiary of the easement is willing to relocate or abandon it. Overhead power servicing her home will be analyzed at the time of lot development in which the developer will coordinate with YVEC on relocation/reconnection. Utility companies commonly do their own construction and would be in coordination with the affected property owners at that time.

ORDINANCE 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON TRACT 2C, 2-G-1, 14, AND 2-H-1 OF CERTIFICATE OF SURVEY 983, GENERALLY LOCATED NORTH AND WEST OF THE INTERSECTION OF KING AVE WEST AND S 48TH ST WEST, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 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.

Section 2. **DESCRIPTION.** **Tract 2C, 2-G-1, 14, and 2-H-1 of Certificate of Survey 983** is presently zoned **Agriculture (A)** and is shown on the official zoning map within these zones.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Tract 2C, 2-G-1, 14, and 2-H-1 of Certificate of Survey 983,** is hereby changed from **Agriculture (A) to Corridor Mixed Use 1 (CMU1), Mixed Residential 2 (NX2), Mid-Century Neighborhood Residential (N2), and Public 1 (P1)**, **as shown on the attached Planned Neighborhood Development exhibit**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Corridor Mixed Use 1 (CMU1), Mixed Residential 2 (NX2), Mid-Century Neighborhood Residential (N2), and Public 1 (P1)**,as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

***Section 6*. SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23rd Day of August, 2021.

PASSED, ADOPTED and APPROVED on second reading this 13th day of September, 2021.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 997, Ridgeline Development Subdivision

Zone Change 997 – Exhibit

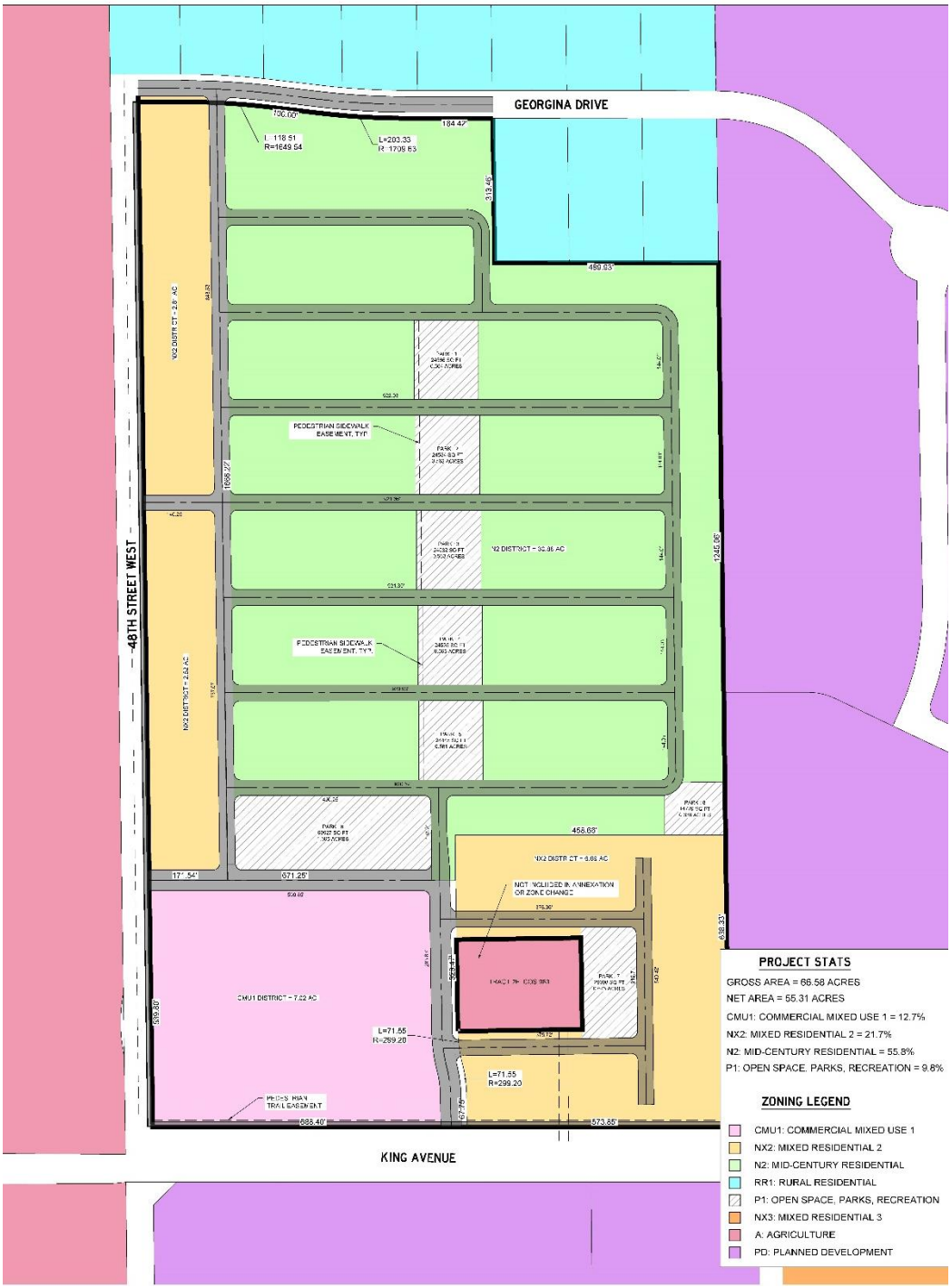
PROPOSED PND/ZONING MAP FOR THE

RIDGELINE DEVELOPMENT

BEING LOCATED ON TRACTS 2-G-1, 2-H-1, 2C, & 14 OF COS 983 IN S10, T01S, R25E

PREPARED FOR : TKJ DEVELOPMENTS, LLC

PREPARED BY : PERFORMANCE ENGINEERING, LLC



City Council Regular

Date:	08/23/2021
Title:	Development Agreement with TKJ Development, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that the City Council approve the development agreement with TKJ Development, LLC.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

City Council will consider annexation of Tract 2-C of COS 983 Tract 2 Amended; Tracts 2-G-1 and 2-H-1 of Amended Tracts 2G and 2H of Plat Amending Tract 2-F of COS 983; Tract 14 of COS 983 Amending Tracts 2B & 13. The property proposed to be annexed is located north of King Avenue West and east of 48th Street West. TKJ Development desires to develop a mixed-use development. Typically, as a condition of approval of the annexation, the property owner enters into a development agreement with the City of Billings outlining necessary public improvements for council consideration. The Development Agreement outlines the off-site improvements necessary for development, including access to the site, construction of water and sanitary sewer, and storm drain.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the development agreement with the property owner; or
- Disapprove the development agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There is one requirement of the development agreement that would not be required upon site development. The requirement within section 5 requires the dedication of right-of-way. If the site develops without subdividing, the city would not be able to acquire right-of-way.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Development Agreement

Return to:
Performance Engineering, LLC
608 North 29th Street
Billings, MT 59101

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 20____, by and between TKJ Development, LLC, PO Box 1555, Billings, MT 59103 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Tract 2-C of COS 983 Tract 2 Amended; Tracts 2-G-1 and 2-H-1 of Amended Tracts 2G and 2H of Plat Amending Tract 2-F of COS 983; Tract 14 of COS 983 Amending Tracts 2B & 13

Above referenced property is hereinafter referred to as "Developer Tract"

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, DEVELOPER desires to annex Developer Tract to the City; and

WHEREAS, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. *Roads and Access.* The Developer Tract will be accessed by way of internal roads and driveway approaches. There will be three accesses off 48th Street West and two accesses off King Avenue West. An internal road will access onto King Avenue West approximately 680 feet east of the intersection with 48th Street West. Two internal road approaches will access onto 48th Street West approximately 550 and 1,400 feet north of the intersection with King Avenue West. An additional internal road access point to 48th Street West will be provided via the existing Georgina Drive. One driveway access approach shall be provided onto King Avenue West approximately 300 feet east of the intersection with 48th Street West. One driveway access point shall be provided onto 48th Street west approximately 300 feet north of the intersection with King Avenue West. Approaches within 1,000 feet of the 48th Street West and King Avenue West intersection will be restricted to a maximum of three-quarter (¾) access turning movements.

2. *Sanitary Sewer.* The Developer Tract will be served by extending sanitary sewer main along King Avenue West to 48th Street West. Developer will be required to provide a cash contribution for half of the cost of installation of a 12-inch sanitary sewer main extension in 48th Street West for the extent of the property.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. *Water.* The Developer Tract will be served by extending 24-inch water main along King Avenue West to 48th Street West. The City has agreed (through a compensation agreement) to pay the difference in the upsizing of a 12-inch main to a 24-inch. A future water main extension is planned in 48th Street West as part of the larger West End Reservoir project. In-lieu of extending water main in 48th Street West, the Developer will be required to construct a public 12-inch water main from King Avenue West through the Developer Tract to the intersection of 48th Street West and Georgina Drive to be located in a public easement or public right of way.

   DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018). The existing stormwater drain ditch along 48th Street West shall be maintained in place. Developer Tract will be permitted to outfall stormwater through a drainage outfall to City infrastructure.

5. *Right-of-Way.* Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. Developer will be required to dedicate right-of-way at the intersection of King Avenue West and 48th Street West for construction of a future roundabout.

6. *Street Construction, Widening and Sidewalks.* DEVELOPER will be required at the time of development to provide a cash contribution for curb and gutter and street widening of 48th Street West to an equivalent residential street width (34' B-B), and given credit for the existing asphalt in place.

7. *Multi-use Trail*. A 10-foot multi-use trail will be required to be constructed along King Avenue West and 48th Street West at the expense of the DEVELOPER at the time of development.

   The development shall be responsible for the maintenance of the sidewalk and/or trail after construction.

8. *Future Intersection Contributions.* A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER. Traffic study shall be submitted for review and approval by both the City and Montana Department of Transportation.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.

10. Annexation. The Developer has requested to develop and annex the property in phases. The annexation is subject to the following conditions of approval:

a. Phase 1 shall be considered annexed effective immediately upon approval of the mutually agreed upon Development Agreement.

b. Phase 2 annexation will require a written request from the developer to the Planning Division. The request shall refer to the document number of this filed resolution and expressly state the landowners desire to immediately include the property within city limits to be developed in accordance with the Planned Neighborhood Development. If deemed necessary, the City may bring forward a subsequent Resolution of Annexation for the City Council's review specifically related to Phase 2. Since both phases were included in the original petition, no new annexation petition fees will be collected by the Planning Division. Further, in no circumstance shall development of any kind commence prior to the City accepting the written request and notification to the Department of Revenue (DOR), City of Billings Geographic Information Services (GIS) and the Yellowstone County Clerk and Recorder. If the Phase 2 written request has not been submitted within seven years of the date of this Resolution, the property will automatically be included in the City Limits. The City will initiate this through notification to the DOR.

c. Upon the approval of a subdivision associated with this Annexation and Planned Neighborhood Development, the Annexation Resolution may be amended by City Council to reflect any new phasing boundaries to be consistent with the required Subdivision Improvement Agreement and plat.

d. If the conditions are not satisfied, or the developer requests changes inconsistent with the approval in the Resolution of Annexation, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation.

11. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

12. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

13. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

14. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" *TKJ Development, LLC*

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of *TKJ Development, LLC*, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property(s) hereinabove mentioned is more particularly described as follows:

Tract 2-C of COS 983 Tract 2 Amended; Tracts 2-G-1 and 2-H-1 of Amended Tracts 2G and 2H of Plat Amending Tract 2-F of COS 983; Tract 14 of COS 983 Amending Tracts 2B & 13 of which the plats are on file and recorded at the Yellowstone County Clerk and Recorder's Office.

"DEVELOPER" *TKJ Development, LLC*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of *TKJ Development, LLC* and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

City Council Regular

Date:	08/23/2021
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-09
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward V.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Mary and Joe Dyk. submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is described as Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows: Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356; Tract 14 of Certificate of Survey 983, Amending Tracts 2B & 13, recorded May 31, 1983, under Document No. 1266982; Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933; Including that portion of adjoining Yellowstone County Road easement for South 48th Street West, also described as a portion County Road Petition Number 20, Petition filing date April 6, 1911, date road Granted May 18, 1911 The annexation contains 66.925 gross and 63.711 net acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading of the ordinance is tonight at this Council meeting, along with a public hearing, and the second reading is scheduled for September 13, 2021.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward V, or;
- Disapprove adding the subject property to Ward V.

Disapproval will not modify the boundary of and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This item has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD V PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward V the following described real property:

Tracts of Land situated in the SE 1/4 of Section 9 and the SW 1/4 of Section10, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Tract 2-C of Certificate of Survey 983, Tract 2 Amended, recorded February 15, 1979, under Document No. 1119356;

Tract 14 of Certificate of Survey 983, Amending Tracts 2B & 13, recorded May 31, 1983, under Document No. 1266982;

Tracts 2-G-1 and 2-H-1 of Certificate of Survey 983, Amended Tracts 2G and 2H of Plat Amending Tract 2-F, recorded November 24, 2020, under Document No. 3948933;

Including that portion of adjoining Yellowstone County Road easement for South 48th Street West, also described as a portion County Road Petition Number 20, Petition filing date April 6, 1911, date road Granted May 18, 1911

Said annexation containing 66.925 gross and 63.711 net acres, more or less.

(# 21-09) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 23rd day of August, 2021.

PASSED by the City Council on the second reading this 13th day of September, 2021.

THE CITY OF BILLINGS:

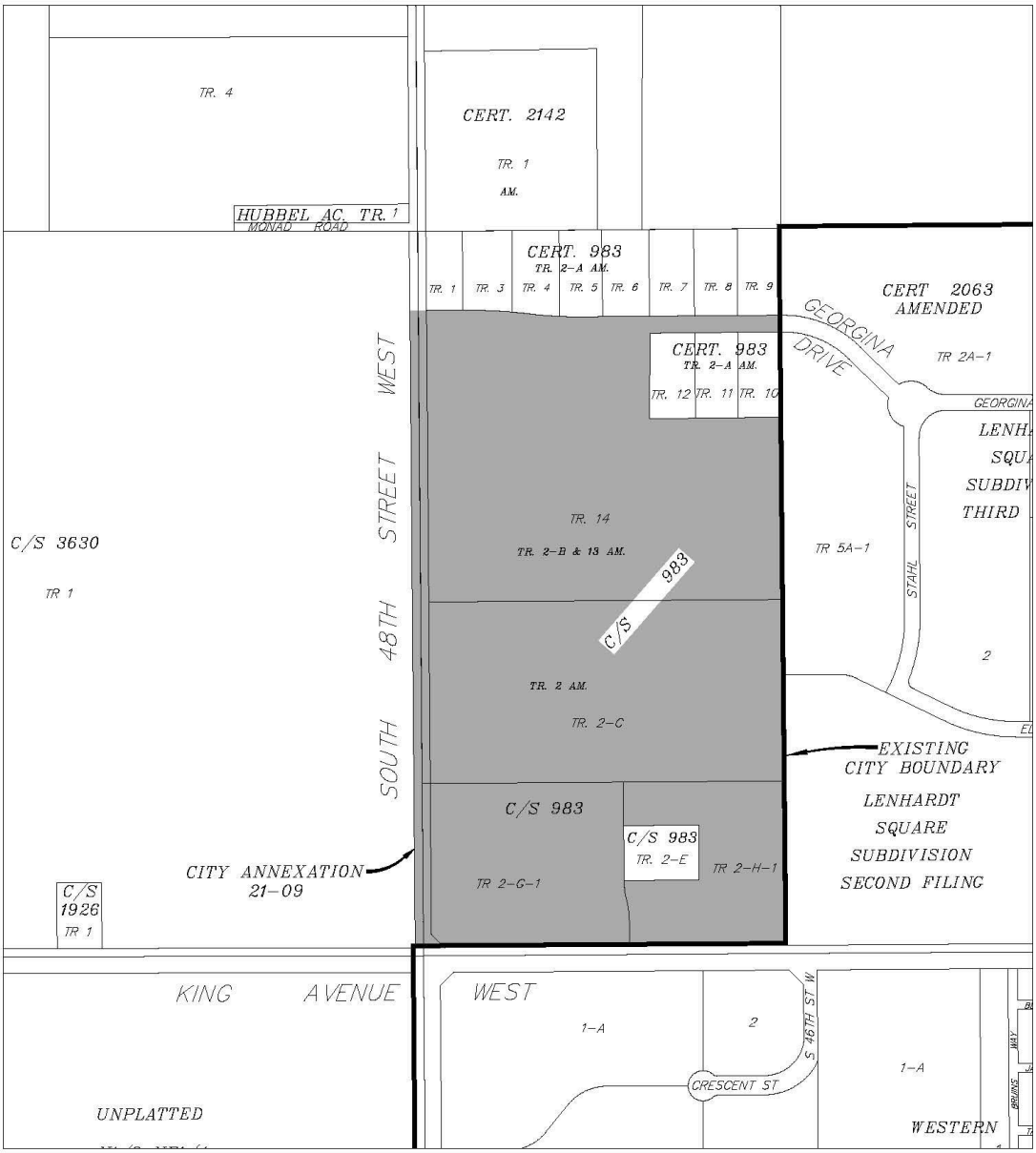
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-09)

EXHIBIT "A"


TR. 4
CERT. 2142
TR. 1
AM.
HUBBEL AC. TR. 1
MONAD ROAD
CERT. 983
TR. 2-A AM.
TR. 1
TR. 3
TR. 4
TR. 5
TR. 6
TR. 7
TR. 8
TR. 9
CERT 2063
AMENDED
GEORGINA
DRIVE
TR 2A-1
CERT. 983
TR. 2-A AM.
TR. 12
TR. 11
TR. 10
GEORGINA
LENH
SQU
SUBDIV
THIRD
SOUTH 48TH STREET WEST
C/S 3630
TR 1
TR. 14
TR. 2-B & 13 AM.
C/S 983
TR 5A-1
STAHL STREET
2
TR. 2 AM.
TR. 2-C
EXISTING
CITY BOUNDARY
LENHARDT
SQUARE
SUBDIVISION
SECOND FILING
C/S 983
C/S 983
TR. 2-E
TR 2-H-1
TR 2-G-1
CITY ANNEXATION
21-09
C/S
1926
TR 1
KING AVENUE
WEST
1-A
2
S 46TH ST W
CRESCENT ST
1-A
UNPLATTED
WESTERN

City Council Regular

Date:	08/23/2021
Title:	Public Hearing and Resolution- Annexation 21-07
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

Staff recommends the City Council hold a public hearing and annex the petitioned property with the staff recommended conditions of approval.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

CPP LLC, ARB Investments, LLC and GSB Holdings LLC (all 1/3 interest) submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located along Calhoun Lane. Tracts A-1 and A-2, Amended Tract A Certificate Of Survey No. 775, recorded July 25, 1985, under Document No. 1359096, on file and of record in the Records of Yellowstone County and contains 1.316 gross and net acres and is zoned CMU1. This is a zone district recognized by the City, therefore, this property does not have a zone change request associated it with. The City Council is being asked to consider a Development Agreement in coordination with this request. The property consists of two parcels, the west which has a residence on it and the east which has a single family residence and the easterly parcel is vacant. The property is wholly surrounded by city limits.

Although MCA 7-2-4600 does not require a public services plan, it is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area is located within the City's Annexation Petition Area on its Limits of Annexation Map.
2. The City is able to provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the city.
3. Existing or proposed public improvements within the area to be annexed will meet City standards.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest future Special Improvement Districts.
5. If annexed, any proposed land use will comply with the zoning.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below. The County Public Works Department did not respond to this annexation request.

- Water and Sanitary Sewer: The existing house on Tract A1 is presently connected to public water and sanitary sewer service. Public water and sanitary sewer mains are located in Calhoun Lane and a sanitary sewer main runs in the alley that runs along the north property line of the subject lots.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The subject property fronts Calhoun Lane. A traffic study is not required as part of the annexation process. If the development warrants a traffic study one will be submitted, reviewed and approved prior to the issuance of a building permit.
- Fire Stations: The subject property is currently served by the Billings Fire Department through the Billings Urban Fire Service Area and the Billings Fire Department will continue to serve the property upon annexation. The Billings Fire Department stated that as this and other annexations are built out, additional fire department resources will be needed. The nearest fire station is Fire Station #4, located on 6th Street West and Terry Avenue, about 1.34 road miles or 4 minutes driving time to the subject property.
- Parks: Given the zoning designation of the property, CMU1, future development will likely not require parkland dedication.
- School facilities: It is unknown at this time how exactly the property will develop. The CMU1 district allows for a variety of commercial uses and can include upper story residential. There will be some impact to the School District, however, in a request for comments no issues of concern were identified.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Police and Fire Departments in its comments above did note its concerns as additional property is annexed into the City. These concerns did not

warrant a recommendation of denial.

- Transit: 743 Calhoun Lane is located directly on two transit routes, including a peak service route T2-Riverside and all day/Saturday route 19-The Loop as well as being in proximity to the 9-Central route. Future transit routings will most likely continue to be in close proximity to this location.
- Police: The Police Department staff stated that while additional patrol staff have been approved, continued annexation without additional resources may affect response times and the ability to deliver services. Given this property is wholly surrounded by the city limits current, the PD is able to serve the property.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. This property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County. The Planning Division staff supports the annexation because staff find the annexation policy criteria have been met. All departments were consulted and there was no opposition.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on August 6th, 2021.

ALTERNATIVES

The City Council may approve or deny the petition for annexation. Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement.

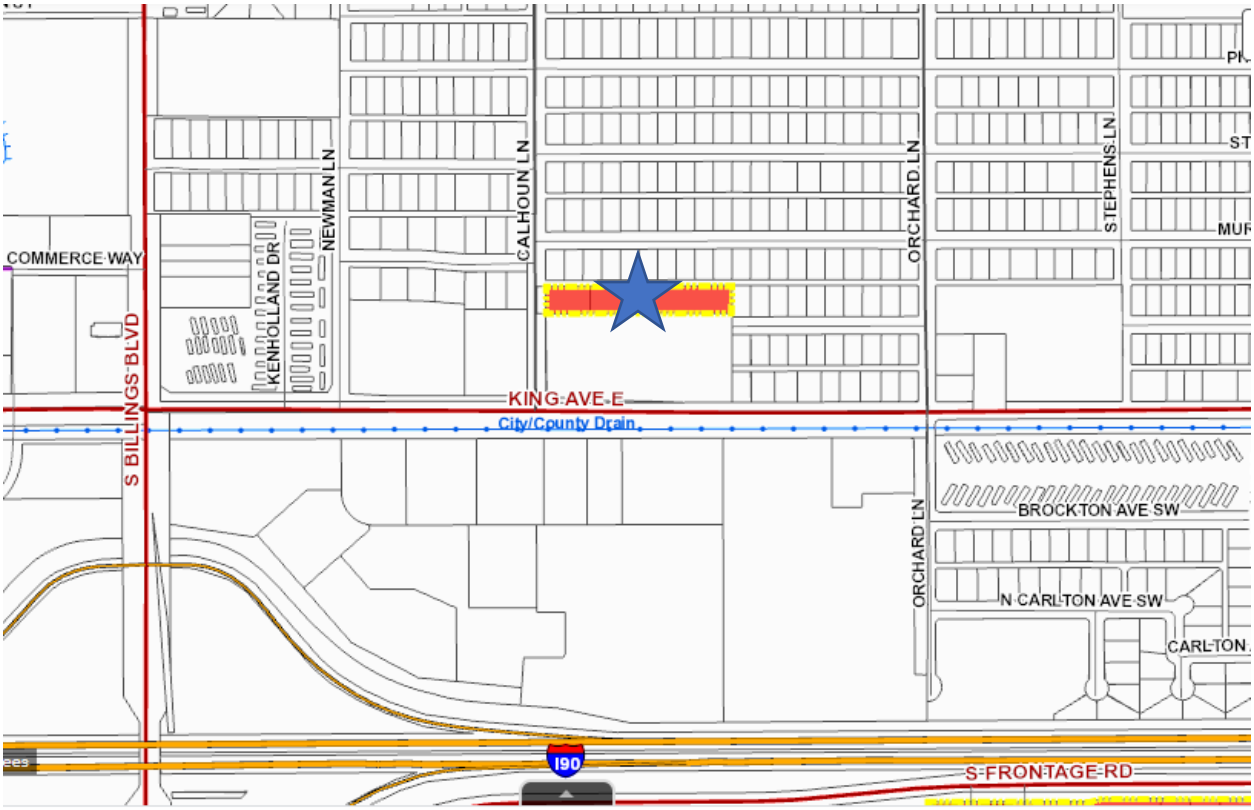
- On May 28, 2021, the annexation petition was submitted to the Planning Division by the owner's agent.
- On August 23, 2021, the City Council is scheduled to take action on the petition.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation
Annexation Resolution


COMMERCE WAY
S BILLINGS BLVD
KENHOLLAND DR
NEWMAN LN
CALHOUN LN
ORCHARD LN
STEPHENS LN
KING AVE E
City/County Drain
BROCKTON AVE SW
N CARLTON AVE SW
CARLTON
ORCHARD LN
I90
S FRONTAGE RD

RESOLUTION NO. 21 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

   A tract of Land situated in the SW 1/4 of Section 9, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Tracts A-1 and A-2, Amended Tract A Certificate Of Survey No. 775, recorded July 25, 1985, under Document No. 1359096, on file and of record in the Records of Yellowstone County.

   Said annexation containing 1.316 gross and net acres, more or less.

   (# 21-07) See Exhibit "A" Attached

CONDITIONS. The annexation is approved, subject to the following condition:

- Within 45 working days and prior to site development, a mutually acceptable Development Agreement shall be executed between the owner(s) and the City that shall stipulate specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the Creation of Special Improvement Districts will be recorded;

  If the conditions are not satisfied, any new requests for the property legally described within this resolution shall be processed as a new petition of annexation

3. EFFECTIVE DATE. Upon satisfaction of the above condition(s), this resolution to annex the above described territory will become effective and shall be filed with the Yellowstone County Clerk and Recorder. If the owner fails to meet the deadline identified above, this resolution to annex shall not become effective, will be null and void, and shall not be filed with the Yellowstone County Clerk and Recorder.

4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 23rd day of August, 2021.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

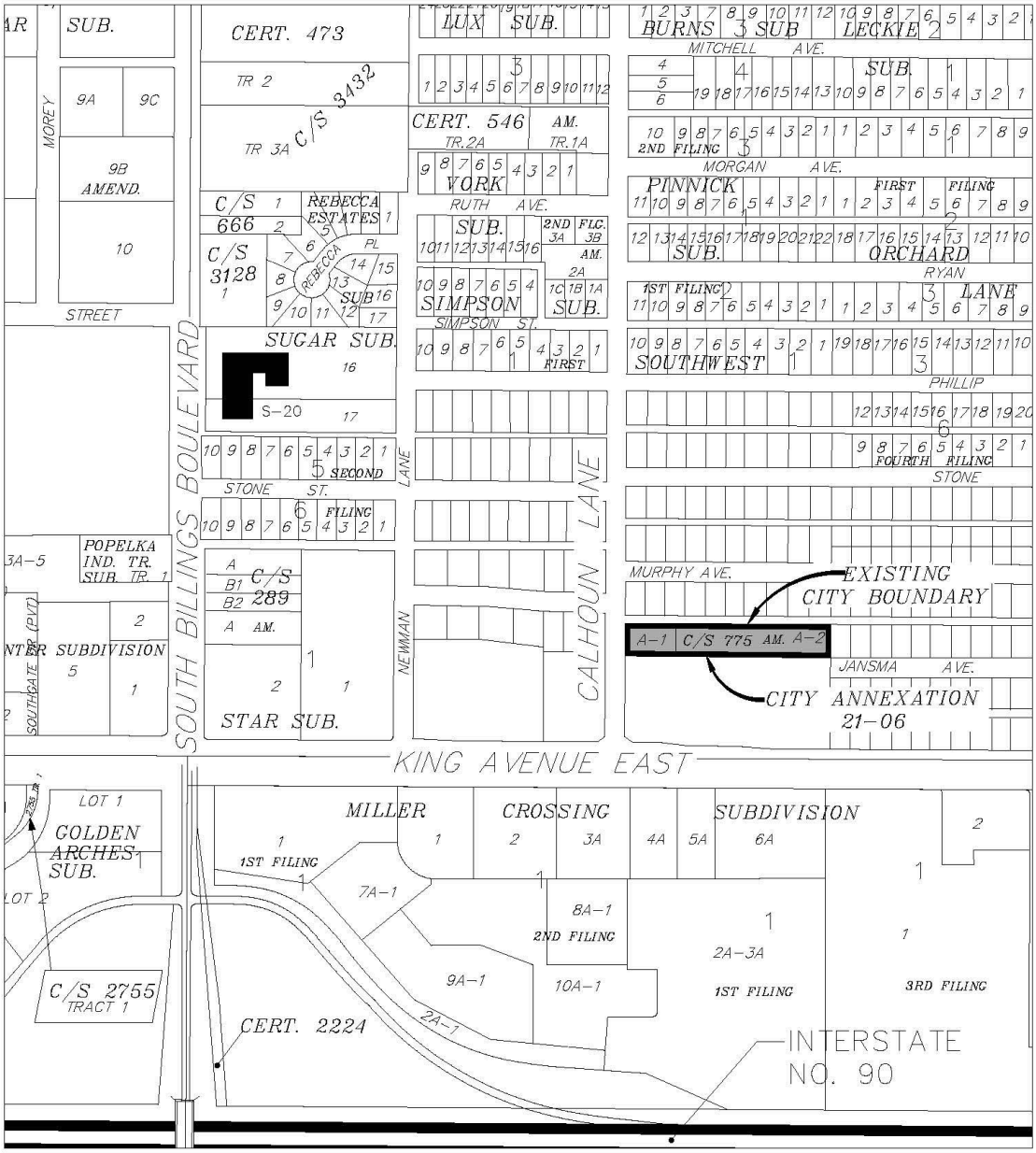
ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(# 21-07)

EXHIBIT "A"


SUB.
CERT. 473
TR 2
TR 3A
C/S 3432
LUX SUB.
BURNS 3 SUB
LECKIE 2
MITCHELL AVE.
SUB. 1
CERT. 546
AM.
TR.2A
TR.1A
YORK
RUTH AVE.
2ND FLG. 3B
2ND 3A
AM.
2A
1C 1B 1A
SUB.
SIMPSON
SIMPSON ST.
FIRST
SOUTHWEST
PINNICK
FIRST
FILING
SUB.
ORCHARD
MORGAN AVE.
RYAN
LANE
PHILLIP
FOURTH FILING
STONE
C/S 666
REBECCA ESTATES 1
C/S 3128
REBECCA PL
SUB
SUGAR SUB.
S-20
SECOND
STONE ST.
FILING
POPELKA IND. TR. SUB. TR. 1
C/S 289
STAR SUB.
MOREY
STREET
SOUTH BILLINGS BOULEVARD
NEWMAN LANE
CALHOUN LANE
MURPHY AVE.
EXISTING CITY BOUNDARY
A-1 C/S 775 AM. A-2
JANSMA AVE.
CITY ANNEXATION 21-06
KING AVENUE EAST
LOT 1
GOLDEN ARCHES SUB.
LOT 2
C/S 2755
TRACT 1
CERT. 2224
MILLER CROSSING SUBDIVISION
1ST FILING
2ND FILING
3RD FILING
7A-1
8A-1
9A-1
10A-1
2A-1
2A-3A
INTERSTATE NO. 90

City Council Regular

Date:	08/23/2021
Title:	Development Agreement with CPP, LLC, ARB Investments, LLC, and GSB Holdings, LLC
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that the City Council approve the development agreement with CPP, LLC, ARB Investments, LLC, and GSB Holdings, LLC.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

City Council will consider annexation of Tracts A-1 and A-2 of the Amended Tract A COS 775. The property proposed to be annexed is located east of Calhoun Lane and north of King Avenue East. Typically, as a condition of approval of the annexation, the property owner enters into a development agreement with the City of Billings outlining necessary public improvements for council consideration. The Developer will be required to reimburse the city for a portion of the sanitary sewer main that was constructed in Calhoun Lane. The water main was originally constructed by SID and RID, and this property was included and is therefore not required to reimburse the city for the water.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the development agreement with the property owner; or
- Disapprove the development agreement. If the agreement is not approved, the responsibility for infrastructure improvements would be in accordance with policies in place at the time of development.

FISCAL EFFECTS

There is one requirement of the development agreement that would not be required upon site development. The requirement in section 2 requires the developer reimburse the city for a portion of the 8-inch sanitary sewer fronting the property along Calhoun Lane which would not be required upon typical site development.

The financial impact of the remainder of the agreement is dependent on policy changes that may occur before development. If development occurs before any changes to the City's development policies, there would be no financial impact. If development occurs after City development policies change, the financial impact would be dependent on the changes.

Attachments

Development Agreement

Return to:
Performance Engineering
608 N. 29th Street
Billings, MT 59101

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 20____, by and between *CPP, LLC; ARB Investments, LLC; and GSB Holdings, LLC;* at 3655 AJ Way, Billings, Montana, 59106 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 210 North 27th Street, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

> Tracts A-1 and A-2 of the Amended Tract A Certificate of Survey No. 775 located in the N ½ SW ¼ SE ¼ SW ¼ of Section 9, Township 1 South, Range 26 East, P.M.M.

Above referenced property is hereinafter referred to as "Developer Tracts"

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, DEVELOPER is proposing to develop the Developer Tracts in phases over time; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent upon a Development Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. *Roads and Access.* The Developer Tracts will be accessed by way of driveway approaches off Calhoun Lane, an existing City roadway. There is an existing 15-foot wide access easement benefitting Tract A-2 through Tract A-1 providing legal access. In addition, Developer Tracts can be access via the existing alley on the north side of each property.

2. *Sanitary Sewer.* The Developer Tracts will be served by an existing 8-inch VCP sanitary sewer collection line located in the alley just north of the properties.

   DEVELOPER will be responsible to reimburse City for the 8-inch sanitary sewer fronting the property along Calhoun Lane.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. *Water.* The Developer Tracts will be served by an existing 12-inch PVC water line within Calhoun Lane.

   DEVELOPER shall be responsible for payment of the City water system development fee prior to the issuance of any building permits.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tracts in accordance with the City of Billings Stormwater Management Manual (2018). No public storm drain improvements are required as part of this annexation.

5. *Right-of-Way.* No public right-of-way will be dedicated as part of annexation.

6. *Street Construction, Widening and Sidewalks.* Streets and sidewalks adjacent to Developer Tracts have already been constructed. Therefore, no new streets or sidewalks will be constructed as part of annexation.

   The development shall be responsible for the maintenance of the sidewalk after construction.

7. *Multi-use Trail*. A multi-use trail *will not* be required to be constructed at the expense of the DEVELOPER.

8. *Future Intersection Contributions.* A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements if development exceeds 500 trips/day. The preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER.

9. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Development Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" *CPP, LLC*

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of CPP, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" *ARB Investments, LLC*

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of ARB Investments, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" *GSB Holdings, LLC*

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of GSB Holdings, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Tracts A-1 and A-2 of the Amended Tract A Certificate of Survey 775 (Document No. 1359096), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.

"DEVELOPER" *CPP, LLC*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of CPP, LLC and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPER" *ARB Investments, LLC*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of ARB Investments, LLC and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

"DEVELOPER" *GSB Holdings, LLC*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of GSB Holdings, LLC and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

City Council Regular

Date:	08/23/2021
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-07
Presented by:	Monica Plecker
Department:	Planning & Community Services
Presentation:	No

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward III.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

CPP LLC, ARB Investments, LLC and GSB Holdings LLC (all 1/3 interest) submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located along Calhoun Lane. Tracts A-1 and A-2, Amended Tract A Certificate Of Survey No. 775, recorded July 25, 1985, under Document No. 1359096, on file and of record in the Records of Yellowstone County and contains 1.316 gross and net acres and is zoned CMU1.

Upon Council approval, this annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading and public hearing is scheduled for August 23rd. Upon approval the second reading will occur on September 13, 2021.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward III; or,
- Not Approve. Disapproval will not modify the boundary of Ward III and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This item has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD III PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward III the following described real property:

   Tracts of Land situated in the SW 1/4 of Section 26, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   A tract of Land situated in the SW 1/4 of Section 9, T.1S., R.26E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Tracts A-1 and A-2, Amended Tract A Certificate Of Survey No. 775, recorded July 25, 1985, under Document No. 1359096, on file and of record in the Records of Yellowstone County.

   Said annexation containing 1.316 gross and net acres, more or less.

   (# 21-07) See Exhibit "A" Attached

2. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the

ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council on the first reading this 23rd day of August, 2021.

PASSED by the City Council on the second reading this 13th day of September, 2021.

THE CITY OF BILLINGS:

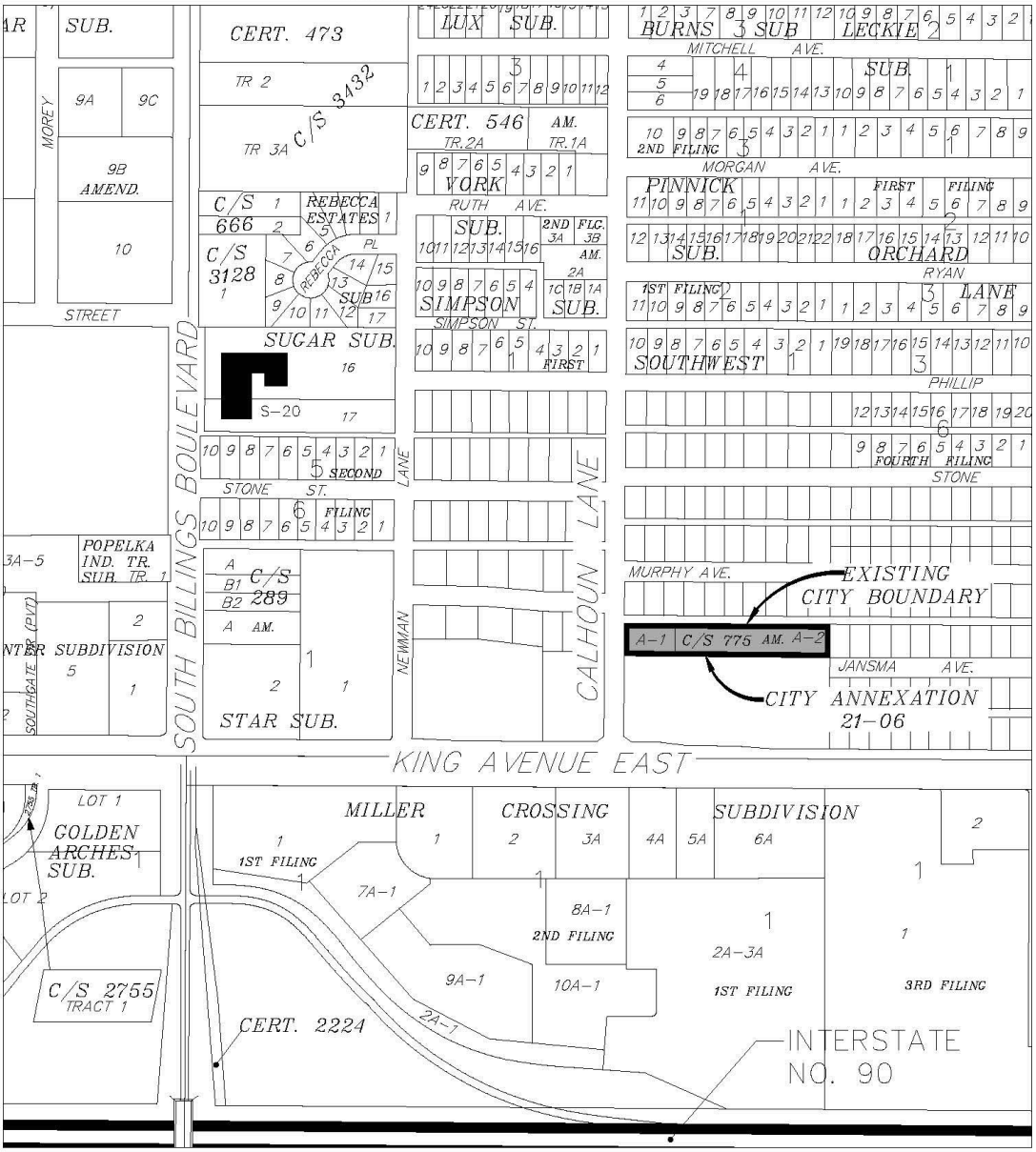
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-07)

EXHIBIT "A"


SUB.
CERT. 473
TR 2
TR 3A
C/S 3432
LUX SUB.
CERT. 546
TR.2A
AM.
TR.1A
YORK
RUTH AVE.
SUB.
2ND FLG. 3A
FLG. 3B
AM.
2A
SIMPSON
SIMPSON ST.
1C 1B 1A
SUB.
FIRST
BURNS 3 SUB
LECKIE 2
MITCHELL AVE.
SUB.
MORGAN AVE.
2ND FILING
PINNICK
FIRST FILING
SUB.
ORCHARD
RYAN
LANE
1ST FILING
SOUTHWEST
PHILLIP
FOURTH FILING
STONE
MOREY
9A
9C
9B AMEND.
10
STREET
C/S 666
REBECCA ESTATES
C/S 3128
REBECCA
PL
SUB
SUGAR SUB.
S-20
SECOND FILING
STONE ST.
SOUTH BILLINGS BOULEVARD
LANE
CALHOUN LANE
NEWMAN
POPELKA IND. TR. SUB. TR. 1
3A-5
SOUTHGATE (PVT)
NTER SUBDIVISION
C/S 289
STAR SUB.
MURPHY AVE.
EXISTING CITY BOUNDARY
A-1 C/S 775 AM. A-2
JANSMA AVE.
CITY ANNEXATION 21-06
KING AVENUE EAST
LOT 1
GOLDEN ARCHES SUB.
LOT 2
C/S 2755 TRACT 1
CERT. 2224
MILLER CROSSING SUBDIVISION
1ST FILING
7A-1
8A-1
2ND FILING
9A-1
10A-1
2A-3A
1ST FILING
3RD FILING
2A-1
INTERSTATE NO. 90

City Council Regular

Date:	08/23/2021
Title:	Zone Change 996 - Harmony Meadows CMU2 to N2 and NO
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The Zoning Commission recommends approval of Zone Change 996 and adoption of the proposed findings of the ten review criteria.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

This is a zone change in Harmony Meadows Subdivision that will affect 19 lots with a total area of about 54.5 acres of undeveloped land. The current zoning of the property is Corridor Mixed Use 2 (CMU2) and Mixed Residential 2 (NX2). Prior to the code update in February 2021, the zoning was a mixture of Highway Commercial (HC), Community Commercial (CC) and Residential Multi-family-Restricted (RMF-R) zoning. The existing development in Harmony Meadows consists of several multi-unit apartment buildings ranging from 6 to 8 units in side-by-side dwelling unit structures. The apartment and patio home development density is about 8 to 8.5 dwelling units per acre or about 5,000 square feet of lot area per dwelling unit. The existing development is zoned as Mixed Residential 2 (NX2). This zoning allows 2 to 8 dwelling units in a single structure.

APPLICATION DATA

OWNER: Harmony Meadows, LLC - Cal Kunkel
AGENT: Performance Engineering, Inc. - Scott Aspenlieder, P.E.
LEGAL DESCRIPTION: Lots 1 through 8, and Lots 12A through 22 (19 lots total) of Harmony Meadows Subdivision, 2nd Filing
ADDRESS: Elysian Road, Dodger Lane and Interstate Avenue
EXISTING ZONING: CMU2 & NX2
EXISTING LAND USE: Vacant land
PROPOSED USE: One and two-family dwellings, professional offices, live/work units or 1-4 family dwellings
SIZE OF PARCEL(S): 54.5 acres (total)

SURROUNDING LAND USE AND ZONING

NORTH: Land Use - Commercial Business Services - Montana Air Cartage, Personal Storage Warehousing, Performance Imports, AIH Manufacturing, Magic City Granite, Western Municipal Construction
Zoning - Heavy Commercial (CX)
SOUTH: Land Use - Undeveloped Parkland
Zoning - Public 1 (P1)
EAST: Land Use - Commercial Businesses (Story Road), patio homes and apartments and vacant land
Zoning - CMU2, NX2 & CX
WEST: Land Use - Annafeld - a Mixed Use and Residential Subdivision
Zoning - Planned Development (PD)

The proposed zoning of Neighborhood Office (NO) for the lots with frontage on Elysian Road will allow a range of development options including professional offices, some service oriented businesses, dwellings (1 to 4 family structures) or a combination of uses such as "live/work" units or offices on Elysian and residential structures on the rear of the lots. The frontage lots on Elysian will also have split zoning with the south 1/3 of the lots in the Mid-Century Neighborhood (N2) zone district. This would allow future subdivision of the lots with the new lots fronting on an internal street (public or private). The proposed zoning for the remaining 11 lots in the proposed zone change is N2. The N2 zone is intended to accommodate one or two-family dwellings including townhomes or patio homes in unit ownership. The design of these lots is to allow lower building heights, and wider structures that face the street. The minimum street frontage required per structure is 50 feet and the maximum is 120 feet. This is a wide range intended to provide flexibility in design. The N2 zone district will not allow more than 2 units in a single structure.

This property is in a rapidly growing neighborhood of Billings. Since 2006, when the first homes were constructed in Josephine Crossing to the east of the subject property, over 1,400 homes have been established on 200 acres of developed land. Land already approved for development but not yet built on including the subject property is another 146 acres for new dwellings with some acres designated for new service businesses in those neighborhoods. The two-unit townhome or duplex dwelling is not a large part of current market in this area. The single lot with a single

family dwelling is well represented, as well as the attached townhome or apartment. Annafeld Subdivision to the west of the subject property is beginning to add housing choices with 3 to 4 dwelling units in a structure as well as some two-unit townhomes. The proposed zoning of N2 in this subdivision will add a housing choice that is not a common choice in this area.

Elysian Road is a collector street that is currently under re-construction to add capacity and safety to the existing street. A round-a-bout will be added at the main entrance to Annafeld Subdivision as well as pedestrian and bicycle facilities. Elysian Road provides the main safe route to Elysian School a K through 8th grade elementary school at the intersection of Elysian Road and East Lane about 1/2 mile to the west of the subject property. The re-build of Elysian Road will complete a three-lane road section to allow safer turn movements with a dedicated center turn lane. The City will likely re-visit the posted speed limit on Elysian Road in the near future. The current posted speed limit is 45 mph - well beyond a normal speed limit for a collector street in the city limits. A normal arterial street speed limit - on Grand Avenue for example - is 35 mph and many collector streets are posted at 35 mph or less. There are no traffic counts available for Elysian Road, but Mullowney Lane - also a collector street - just south of the intersection with Midland Road is carrying out 11,000 vehicle trips per day. This is an expected level of traffic given the development in Riverfront Pointe Estates, Josephine Crossing and the Field of Dreams patio homes and apartments as well as the Howard Johnson Hotel and Convention Center and the other service businesses in the Titan Subdivision and on Holiday Avenue. All of these developments currently use Mullowney Lane as a primary route to connect to other parts of Billings and to the interstate.

Planning staff reviewed the request and recommended approval to the Zoning Commission. The Zoning Commission concurred with this recommendation. The Zoning Commission found the proposed zone change is consistent the 2016 Growth Policy goals, including providing a range of housing options, access to everyday neighborhood services and attainable housing in neighborhoods throughout the city. The adjacent transportation network can handle the proposed traffic from the new development that will be less than under the current zoning of CMU2 and NX2. The adjacent property and zoning districts will be compatible with the proposed zoning districts.

STAKEHOLDERS

The applicant and agent conducted a pre-application neighborhood meeting in a virtual format on June 22, 2021. No one in the 1/4-mile noticed area attended the virtual meeting. The 343 property owners notified of the Zoning Commission public hearing have not sent any comments, questions or concerns to the Planning Division staff.

The Zoning Commission conducted a public hearing on August 3, 2021, and received the staff recommendation and testimony from the applicant's agent, Scott Aspenlieder. No other testimony was received at the hearing. Commission member Jack King made a motion to recommend approval and adoption of the findings of the ten review criteria for Zone Change 996. Commission member Dan Brooks seconded the motion and the motion was approved on a 4-0 vote.

ALTERNATIVES

The City Council may:

- Approve the zone change and adopt the findings of the ten review criteria for Zone Change 996; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 996: or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

Be advised, the City Council may not approve any zone district other than the requested zone districts including a zone district that was not legally advertised or included in the official notice of the hearing.

FISCAL EFFECTS

Approval or denial of the requested zoning will have no fiscal effect on the Planning Division budget.

SUMMARY

Prior to making a decision on the zone change, the City Council shall consider the following:

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:
Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Neighborhoods that are safe and attractive and provide essential services are much desired

Home Base:

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe

The proposed zoning will allow another housing choice in an area with housing options available on both ends of the housing "spectrum" - either single family homes on single lots or multi-family attached dwellings in apartments buildings. A two-unit townhome is a more affordable choice for many buyers in the Billings market and a choice that is not built often in this area. Existing demand for housing choice is going up for all ages of buyers including "boomers" and millennials just buying a first home. The proposed zoning would allow a townhome choice in an area where the choices are limited.

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 additional dwelling units will help increase the number of rate payers to the city utility systems and increase the taxable value of the property.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?
Transportation: The proposed zoning will not significantly increase post-development traffic volume. A traffic impact study (TIS) or an update to an existing TIS will be necessary at the time of development. The proposed zoning versus the present zoning will have less traffic impact.
Water and Sewer: The City provides water and sewer to the property. There is adequate capacity to serve the property.
Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. Harmony Meadows Subdivision has dedicated parkland as required for subdivisions. If any additional parkland is necessary, this will be determined at the time of development.
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?
Traffic generation from a potential 250 to 300 new dwelling units will be between 1,500 to 2,400 new vehicle trips per day. This trip counts includes trips to the new residences for services such as mail, deliveries, solid waste and similar as well as the trips by the occupants. The new development will have sidewalks and will connect to other sidewalks and pedestrian facilities in the neighborhood. The new zoning designation itself should not have any increase effect on the transportation system.

7. Will the new zoning promote compatible urban growth?
The new zoning does promote compatibility with urban growth. The proposed zoning will allow this parcel to provide new housing 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. The proposed zoning will allow a housing choice that is in demand in the area.

9. Will the new zoning conserve the value of buildings?
There are no structures on the subject property. In general, new construction improves the value of adjacent property.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the development of another housing choice in this area of the Southwest Corridor of Billings. This is the most appropriate use of the land.

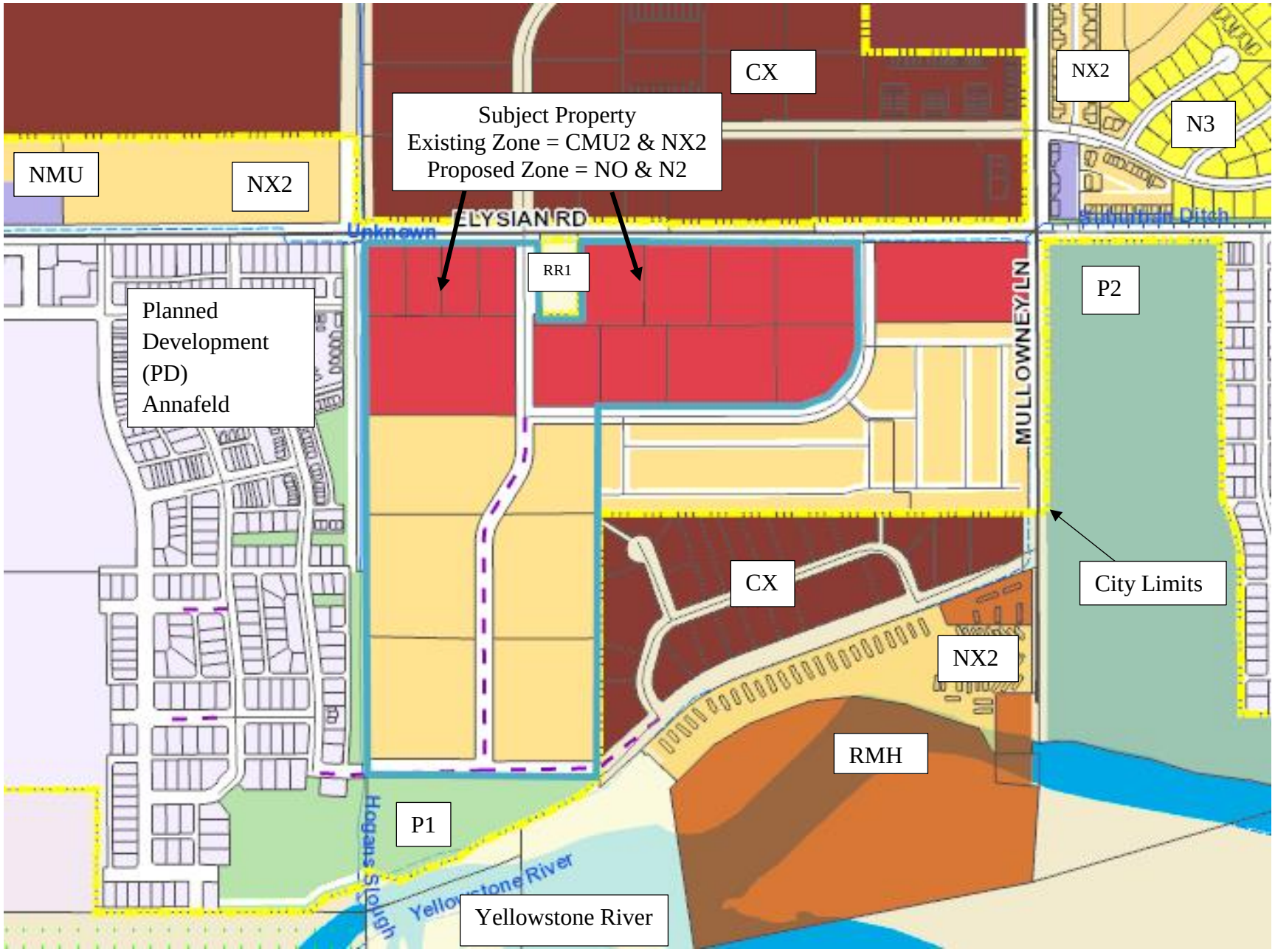
Attachments

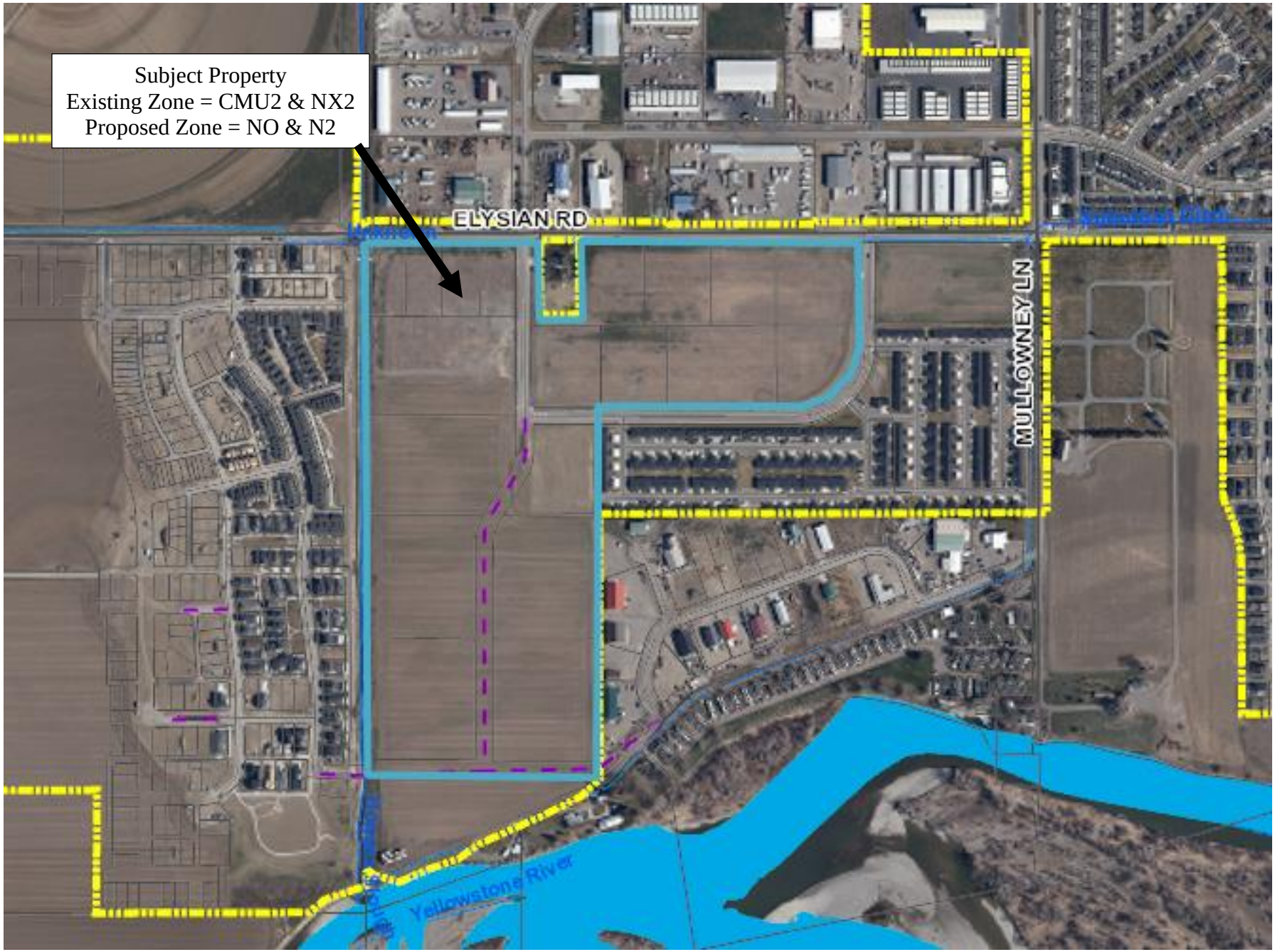
Zoning History
Zoning Map and Site Photos
Proposed Zoning Exhibit
Application and Letter
Preapplication Meeting Notes
Ordinance ZC 996

ZONING HISTORY

SUBJECT PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Harmony Meadows Subdivision	**County ZC 597**	Sept 28, 2006	A to HC, CC, RMF-R, R-70 & R-50	Yes	
	County ZC 654	Jan 27, 2015	R-70 & R-50 to CC and RMF-R	Yes	
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Titan Subdivision	**County ZC 520**	Nov 30, 1999	A to HC	Yes	
Josephine Crossing	**City ZC 776**	June 12, 2006	Public to Planned Development	Yes	
Riverfront Pointe Estates	**County ZC 454**	Aug 23, 1994	A to HC	Yes	East ½ of Subdivision
Riverfront Pointe Estates	**County ZC 523**	Dec 28, 1999	A to HC	Yes	West ½ of Subdivision
River Grove Estates MHP	**County ZC 679**	April 4, 2017	RMH to RMF-R	Yes	1926 Mullowney Lane
Annafeld Subdivision	**County ZC 671**	April 12, 2016	A to PD	Yes	
Tvetene Turf and Elysian School	**County ZC 639**	April 30, 2013	CI & A to PD-HC & PD-CI	Yes	Zoning to protect Elysian School expansion

City Zone Change 996 – Harmony Meadows Subdivision
Zoning Map and Site Photos




Subject Property
Existing Zone = CMU2 & NX2
Proposed Zone = NO & N2
ELYSIAN RD
MULLOWNEY LN
Yellowstone River

Subject Property from Dodger Lane and Elysian

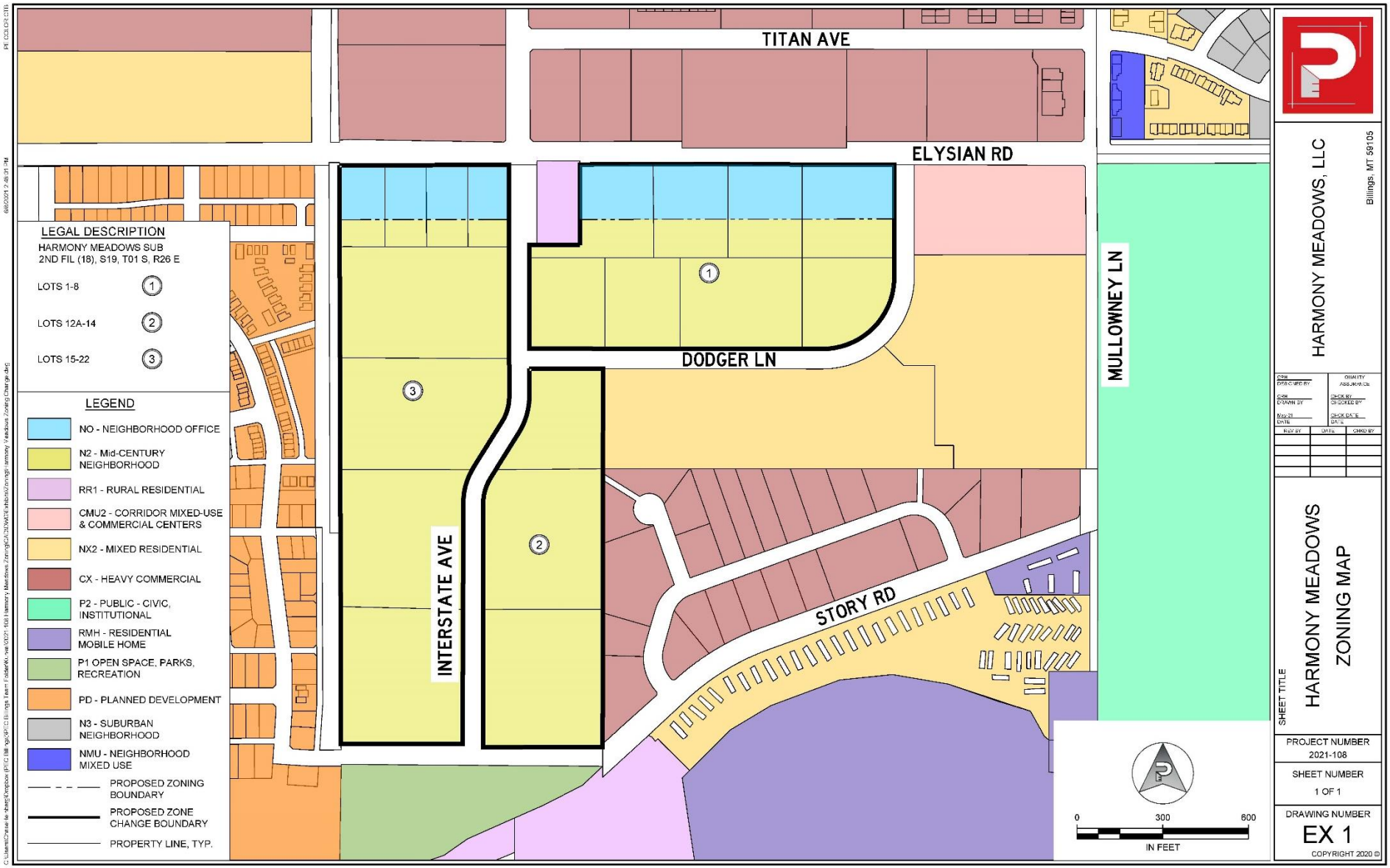
View south and west across subject property

View south and east from Dodger Lane & Elysian Road

View north and east from Dodger Lane and Elysian Road

View north across Elysian Road from Dodger Lane

View north and west across subject property



Proposed Zoning Exhibit ZC 996 – Harmony Meadows

APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #_____ - Project #** 2021-108

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 CMU2

Proposed Zoning: NO, N2

TAX ID# *multiple parcels CITY ELECTION WARD 3

Legal Description of Property: Lots 1-8, 12A-22 of Harmony Meadows Subdivision, 2nd Filing

Address or General Location (If unknown, contact City Engineering): 2729 Aspen Way, Billings, MT

Size of Parcel (Area & Dimensions): 54.44 Acres

Present Land-Use: Vacant

Proposed Land-Use: Residential

Covenants or Deed Restrictions 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): Cal Kunkel - Harmony Meadows, LLC

(Recorded Owner) 2729 Aspen Way, Billings, MT 59106

(Address) 406-861-0485

(Phone Number) (email)

Agent(s): Scott Aspenlieder - Performance Engineering, LLC

(Name) 608 N 29th St, 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: _____ Date: _____

(Recorded Owner)

Date Stamp

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Harmony Meadows – Zone Change Questions

A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

The tracts of land of interest are currently zoned CMU2. The land surrounding the property generally commercial or multi-family zonings. The Growth Policy has several goals that would be met by changing the zoning of the property from CMU2 to a combination of N2 and NO under the new Zone Ordinance. The issues that will be addressed are described below.

The first issue addressed is neighborhoods experiencing pressures from new development. The surrounding land is zoned with a multitude of light to heavy commercial to the north, a Planned Development with single and multi-family to the east and west and multi-family within the subdivision currently. 6- and 8-plex multi-family construction has already occurred within the subdivision. The goal is to have predictable land use decisions that are consistent with neighborhood character and preferred land use patterns while giving some options for housing diversity. Having the land being a combination of N2 and NO zoning will accomplish these goals.

A mix of housing types that meet the needs of a diverse population is important. This zone change will allow for a mix of lighter density multi-family residential dwellings bringing diversity to the subdivision. The diversity will encourage occupancy from residents looking to live in a patio home style facility without being in a larger apartment complex.

The proposed project area is currently vacant. This vacant land has green native grasses and is actively farmed in parts of the development. Native areas are green during the early summer but becomes dry and brown later in the year. Facilitating additional development will create infill benefits as well as creating occupied buildings constructed to the new zoning code for construction. The subdivision will create an area with landscaped yards and greenspace for the neighborhood, both creating an attractive community.

Developed parks that provide recreation, special amenities, and active living opportunities are desirable for an attractive and healthy community. Further development will facilitate development of the dedicated park on the south end of the property as well as internal green spaces and opportunities for recreation by the neighborhood.

B. Meets the 10 criteria for a zone change.

1. Is the new zoning designed in accordance with the Growth Policy?
    a. Zoning regulations that allow for a mixture of housing types provide housing options for all demographics. Additionally, neighborhoods that are attractive and safe are noted to be desirable in the zoning code. With a mixture of housing and new building requirements and parkland the development will add value to the area. The project encourages higher density development along major collector streets and lower density within the interior of the development.
2. Is the new zoning designed to secure from fire and other dangers?

a. The new zoning requires minimum setbacks and landscaped areas with building separation. These zonings will provide adequate building separation 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?
    a. Public health and safety will be promoted through the addition of new units and construction which in turn adds to the rate payer base for the City and increase property taxes revenue.
4. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public improvements?
    a. Transportation: The proposed zoning will reduce density and therefore reduce transportation impacts on the area.
    b. Water and Sewer: The City currently provides water and sewer to the area through developer built infrastructure.
    c. Schools and Parks: Neither should be impacted by the development as it proposes to reduce the density of the subdivision. Additionally, the subdivision has dedicated parkland on the south end of the property already through the subdivision process.
    d. Fire and Police: The subdivision is served by the City public safety services.
5. Will the new zoning provide adequate light and air?
    a. The proposed new zoning and building regulations require setbacks for vertical construction that will provide for adequate separation between buildings.
6. Will the new zoning effect motorized and non-motorized transportation?
    a. Trip generation for the area will be reduced dramatically from the original zoning to a primarily N2 zoning allowing for duplex construction at most. Trip counts from the original Traffic Impact Study submitted with the Harmony Meadows Subdivision will be reduced therefore not fully contributing to the traffic projections for this area as it was planned originally. The proposed zoning should not have any negative impacts on the planned trip generation for this area.
7. Will the new zoning promote compatible urban growth?
    a. The proposed zoning will allow for new housing and housing diversity for the area compatible with the urban growth seen in this part of the City.
8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
    a. The proposed zoning will allow for housing diversity and types that are desirable in the area, meeting the character of the district.
9. Will the new zoning conserve the value of buildings?
    a. The proposed zoning mix will provide for a reduction in density and require construction to meet the new zoning standards which will add value to the area. Additionally, reduction in density will make the area more attractive over time through the development.
10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
    a. The proposed zone changes encourages higher density along Elysian Road and reduced density within the interior of the development while still maintaining multi-family uses. This approach will be the most appropriate use of the property.

C. Explain how the new zoning will fit in with the existing zoning and land uses of the immediate area.

The proposed subdivision plan is to subdivide the property and create approximately 60 lots. Agricultural Open Space will not allow the property to be subdivided, and the City policies require a property be classified as a City zoning upon annexation. The R-7000 or N2 zone will allow the property to be subdivided into attractive and appropriately sized lots that fit within the local community. The land surrounding the property is zoned R-7000, Agricultural Open, R-7000R, and R-9600. The remaining filings of Bitterroot Heights Subdivision will be zoned N2 under the new City Zone Code. The developer is requesting this zone change to align with the timeline of building out the next phase in Spring 2021.

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning**: CMU-2

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

   Change from CMU-2 Zoning to a mix of N2 and NO zoning

3. **Subject Property Map**: please attach to this form

4. **Legal Description of Property**:
   Lots 1-8 & 12A-22 of Harmony Meadows Subdivision, 2nd Filing
   Section 19, Township 01S, Range 26E

5. **Neighborhood Task Force Area**: Yes / (No) If Yes, Name of Task Force and mailing address of Chairperson:

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form

7. **A copy of the meeting notice.** please attach to this form

8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form

9. **The undersigned affirm the following:**
   1) The pre-application neighborhood meeting was held on the _22_, day of __June___, 20_21.
   2) The zone change application is based on materials presented at the meeting.

Owner (s): Cal Kunkel - Harmony Meadows, LLC Telephone: (406) 861-0485
Address: 2729 Aspen Way, Billings, MT 59106 Email:

Agent (s): Scott Aspenlieder - Performance Engineering Telephone: (406) 384- 0080
Address: 608 N 29th St. Billings, MT 59101 Email: scott@performance-ec.com

PERFORMANCE ENGINEERING
608 North 29th Street, • Billings, MT 59101 • (406) 384-0080

Harmony Meadows – Zone Change Neighborhood Meeting Notes

The meeting began at 6:00 pm on June 22, 2021 via a virtual Zoom meeting. The meeting was hosted by Scott Aspenlieder (Performance Engineering).

No one attended the meeting therefore there were no comments or questions presented. We did receive a call and question from the neighboring developer regarding the application. The question specifically was around what type of construction what planned through the new zoning. The neighbor was notified that the intent was to build 4-plex units in the NO zoning along Elysian Road and then duplex construction through the new N2 zoning. No further questions or comments were received through email or phone on the project.

ORDINANCE 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON LOTS 1-8 & 12A-22, HARMONY MEADOWS SUBDIVISION, 2ND FILING GENERALLY LOCATED SOUTH OF ELYSIAN ROAD AND WEST OF DODGER LANE, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 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.

Section 2. **DESCRIPTION.** **Lots 1 through 8 and Lots 18 through 22, Harmony Meadows 2nd Filing** are presently zoned **Corridor Mixed Use 2 (CMU2)** and **Lots 12A through Lot 17** are presently zoned **Mixed Residential 2 (NX2)**, and these lots are shown on the official zoning map within these zones.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lots 1 through 4 and Lots 19 through 22** are hereby changed from **Corridor Mixed Use 2 (CMU2) to Neighborhood Office (NO) on the northern 190 feet and to Mid-Century Neighborhood Residential (N2) for the remaining portions; and Lots 5 through 8 and Lot 18** are hereby changed from **Corridor Mixed Use 2 (CMU2) to Mid-Century Neighborh**ood **Residential; and Lots 12A through Lots 17** are hereby changed from **Mixed Residential 2 (NX2) to Mid-Century Neighborhood Residential (N2)**, **as shown on the attached exhibit**, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Neighborhood Office (NO) and Mid-Century Neighborhood Residential (N2)**, as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6**.** **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 23rd Day of August, 2021.

PASSED, ADOPTED and APPROVED on second reading this 13th day of September, 2021.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

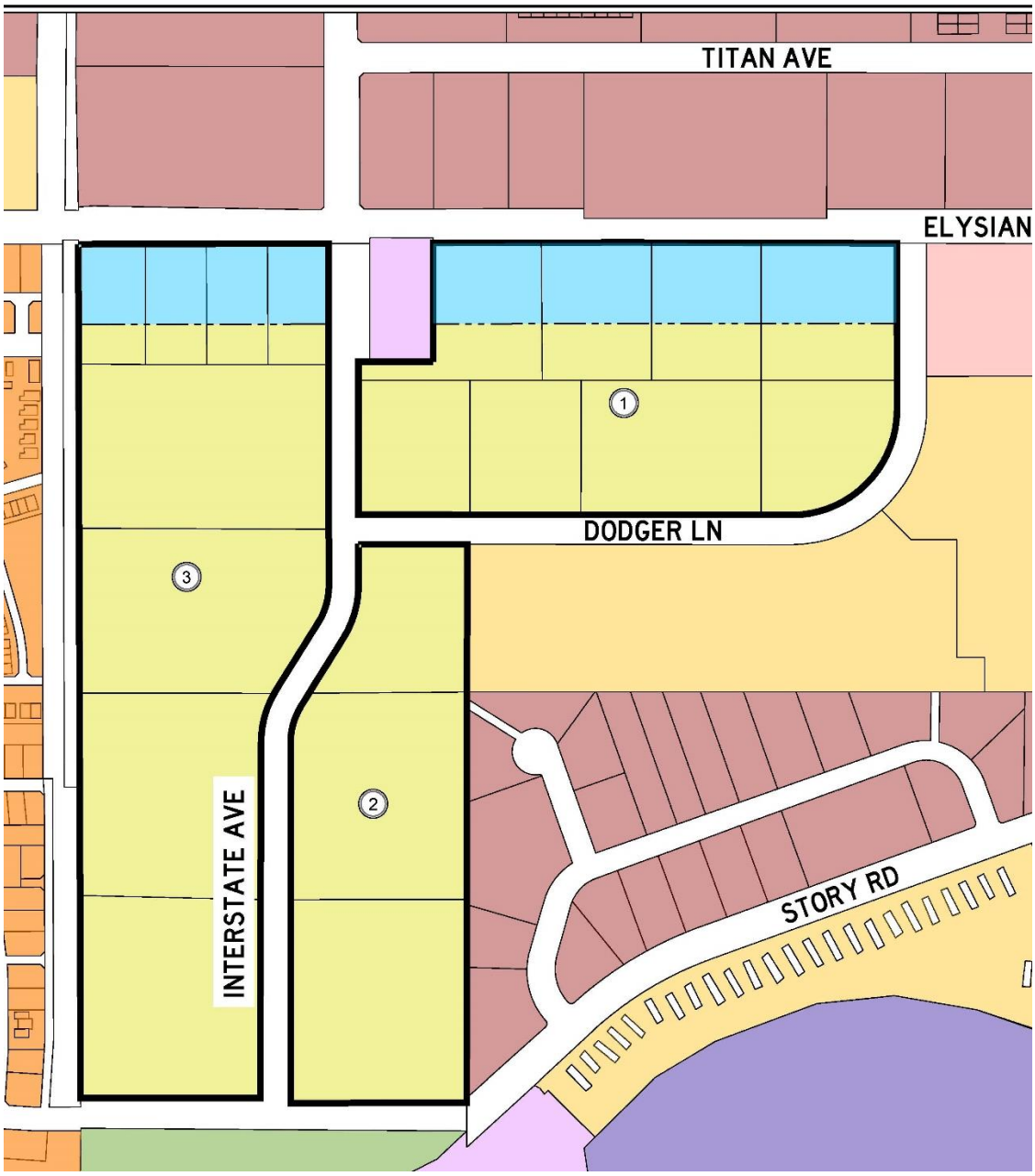
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 996, Harmony Meadows Subdivision

Zone Change 996 – Exhibit



City Council Regular

Date:	08/23/2021
Title:	Resolution to Amend the City Limits of Annexation Map - Public Hearing
Presented by:	Wyeth Friday
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

The City Annexation Committee recommends the City Council conduct a public hearing and adopt the Resolution to Amend the Limits of Annexation Map.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

To provide guidance on Annexation Policy and Map amendments, an Annexation Committee, consisting of representatives from Administration, Airport, Fire, Parks, Planning, Police, Public Works, and Transit advises the City Council. The Committee meets to review the Annexation Policy, discuss revisions to the map, and develop strategies for long-term growth management and service delivery. The Committee usually solicits requests from private property owners and considers any City-initiated amendments to the Annexation Map each fall as the City CIP is reviewed. However, City Council gave staff direction at its Work Session on July 6 to enter compensation agreements to provide water and sewer services to two properties located in the City's Long Range Urban Planning Area portion of the Annexation Map. The Council then formally entered a compensation agreement with one of the property owners at its regular meeting on July 12, and will execute the other agreement at a later date when the property owner moves forward with annexation. Based on this Council action as well as the ongoing work to construct and plan services for the Inner Belt Loop, the Committee is recommending changes to the map in two areas as described below and shown on the attached draft Limits of Annexation Map. The Committee is not recommending any changes to the Policy at this time.

The City Council first adopted an Annexation Policy and accompanying Map 19 years ago in May 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 was formed to advise the City Council. 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 about 5 square miles since 2004 (39 to 44 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 period has challenged the City's ability to balance serving new areas and maintaining a high level of service to present citizens. Recent discussions and funding efforts centered on the need to increase public safety services has been a core part of these service issues. These challenges have meant the Committee continues to be cautious in recommending any expansion of the annexation areas. However, ensuring proper municipal infrastructure is positioned to serve City expansion long term is also a critical element in the community's sustainability. In this case, specific new development projects in the Long Range Urban Planning Area that the City Council wants to ensure are developed in the City to City standards for long term continuity of services and sustainability brought these map amendments forward at this time.

Red Area Recommendations: The Annexation Committee is making two recommendations to City Council to expand the City Annexation Petition Area (See draft map attached). Both of these areas are being recommended due to recent Council direction and action to provide municipal services to the areas, and long-range infrastructure and land use planning activity (Inner Belt Loop Corridor) that will influence these areas for urban development.

Inner Belt Loop Corridor Influence Area - Before the City was awarded a BUILD Grant in September 2020 to construct the Inner Belt Loop (IBL) and the Skyline Trail, there was already significant long-term planning and potential development activity along the Highway 3 Corridor west of the Airport. Since the grant was awarded and work leading up to construction has moved ahead, City staff in Public Works have begun planning efforts to evaluate the extension of water and sewer services along and in the area of the IBL Corridor. Planning staff also has been in discussions with Public Works and some property owners along the corridor to understand property owner plans as well as determine what additional land use and area planning is needed to inform the water and sewer infrastructure needs and determine what it will cost for developers and the City to extend services and support development in the City in the IBL Corridor influence area.

The City has limited water and sewer infrastructure in this vicinity at this time but is planning and evaluating further service expansion as noted above. The Airport continues to monitor development impacts to its operations. Some rezoning in the past 5 years in the area and recent annexations has led to initial development by Billings Flying Service north of Highway 3. The Rehberg Ranch Subdivision also has substantial area master planned for development that is viable with the IBL constructed and utility infrastructure further expanded. The MPO's completion of the Highway 3 Corridor Study in 2015 and the adoption in 2020 of the Inner Belt Loop Corridor Study by the City and County, also identified high-level future urban development potential for the IBL Corridor and areas along Highway 3. The City made an initial amendment to the Limits of Annexation Map in October 2020 to include areas along Highway 3 and at the eastern side of the IBL at the intersection of Highway 3 and Rod and Gun Club Road. This was done realizing this area is critical for development in the City and for future planning for City services.

The Annexation Committee in reviewing the City's ongoing and increasing attention on utility and land use planning for the entire IBL Corridor influence area, as well as the Council decision in July to begin extending utilities up Alkali Creek Road in anticipation of the Mitchell development and also future development and utility connections at the east end of the IBL, is recommending the entire IBL Corridor Influence Area be included in the City Annexation Petition Area of the Limits of Annexation Map. This will send a clear and consistent message to property owners and the community that the City expects the area to develop in the City in the long term, wants to discuss development plans with property owners in this area first before they contemplate County development, and is working to achieve this goal through assessment of water and sewer planning and land use planning.

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Harnish Trade Center/East Lane Area - Based on the City Council's direction at its Work Session on July 6, and action on a compensation agreement with Messinger Company, LLC (Coca-Cola) at its meeting on July 12, the Annexation Committee is recommending amendments to the City Annexation Petition Area in the Harnish Trade Center/East Lane area. The Committee utilized the planned extension of water and sewer services to reach the Coca-Cola property along the South Frontage Road, existing City water service along East Lane from a crossing under I-90, as well as ongoing phased annexation and extension of services through the Annafeld Subdivision to East Lane, as a basis for the area it is recommended by included at this time. The change reflects the expected inclusion of this area south of Interstate-90 in the City over time to result in development at City standards and on municipal services to reduce impacts to the Yellowstone River from individual septic systems and wells. The development of the Coca-Cola manufacturing and distribution facility is expected to move relatively quickly with annexation in late 2021 and construction to begin in 2022. Additional property in the area that is proposed for inclusion in the City Annexation Petition Area is expected to annex in the future based on development or redevelopment of the property.

STAKEHOLDERS

Amendments to the City Limits of Annexation Map are completed through a public hearing and action on a resolution by the City Council. The public hearing was advertised as required. Several property owners or agents also attended the City Council July 6 Work Session when this issue was discussed and Council provided direction to staff to move forward with compensation agreements for utility services. Staff has also been in contact with other property owners in the area of these map amendments. The general public also is able to participate in the process by providing comments to the staff, or at the public hearing for this item at the City Council meeting. Staff had not received any comments on the map amendments at the time this memo was drafted.

ALTERNATIVES

The City Council may:

- Amend the Limits of Annexation Map per the Annexation Committee's recommendations and recent City Council direction; or
- Not Amend the Limits of Annexation Map per the Annexation Committee's recommendations and recent City Council direction; or
- Make modifications to the Limits of Annexation Map different than the Annexation Committee's recommendations. If the Council decides to make other modifications not included in the Annexation Committee's recommendations, staff will need to revise the resolution and map and bring the item back for action at a future Council meeting.

The Annexation Committee expects to bring other recommendations to the Council in early 2022 after completing its usual winter review process in conjunction with the CIP, so the Council may find it useful to adopt these current amendments now and have other map amendment ideas considered at that time.

FISCAL EFFECTS

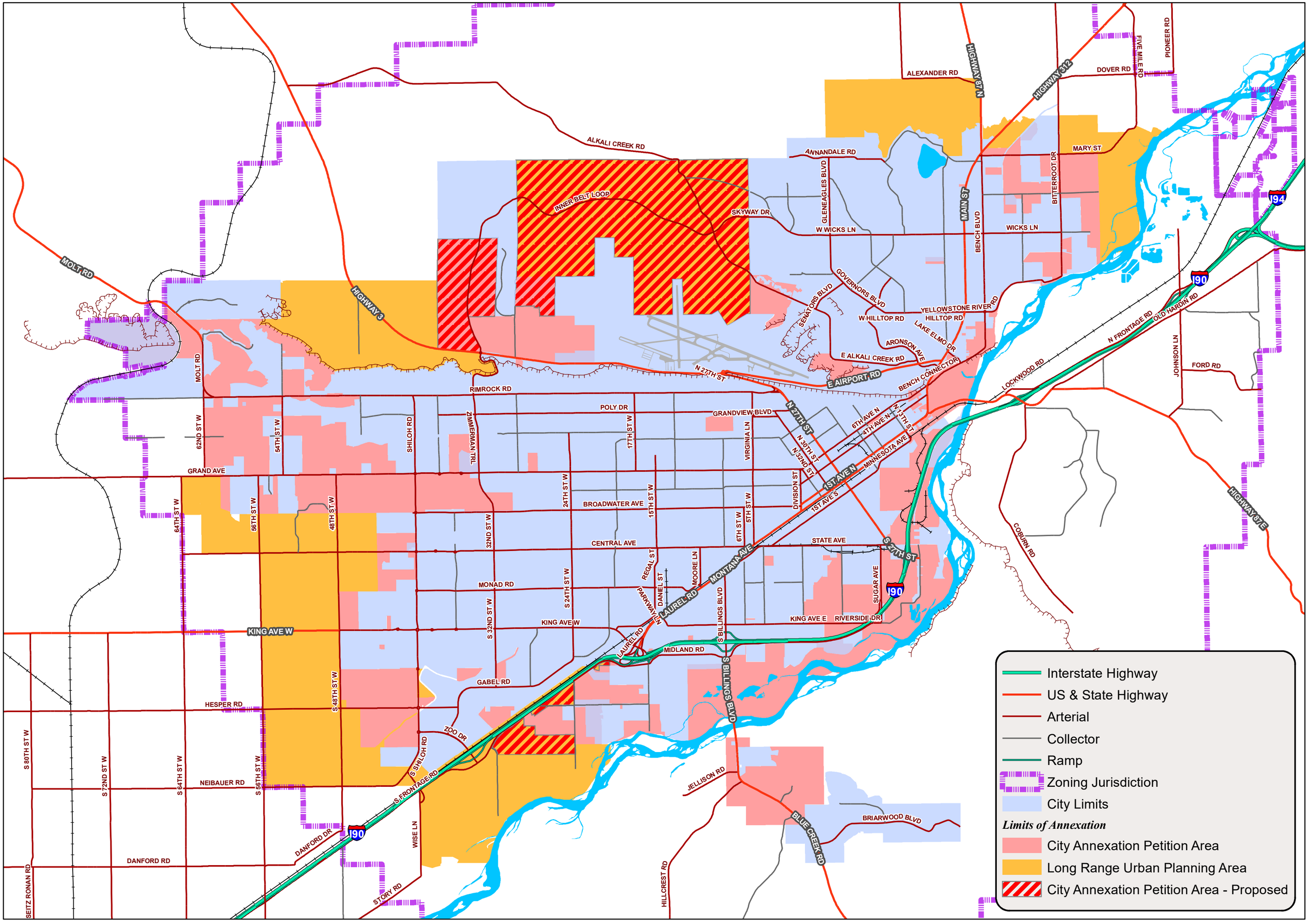
Making amendments to the City Limits of Annexation Map does not immediately impact the City budget. However, the

Council in agreeing to enter compensation agreements and to assist in funding utility extensions for the Coca-Cola project in the Harnish Trade Center area and the Mitchel development at the east end of the Inner Belt Loop Corridor area along Alkali Creek, did commit to expending funds for these areas to be annexed.The Coca-Cola project contribution from the City is $250,000 and the utility extension projects for the Inner Belt Loop east area is about $3.1 million. Both of these expenditures are accommodated in the FY22 Public Works Budget.

Future annexations in the areas that are included in the City Annexation Petition Area will have both additional revenue and cost implications for City service delivery. Future decisions in the CIP process about additional infrastructure projects also will have an impact on where the City invests in long-range City growth and expansion. There is a balance the City must achieve between efficient service delivery to existing City residents and future expansion to provide services for high quality urban development. Not identifying future areas of City expansion and making long-term investments can also have a significant cost as rural development occurs in places that interrupts future City expansion and makes future service delivery more complicated and costly. However, the Annexation Committee has been intentional about the two areas it has recommended for inclusion in the Annexation Petition Area based on recent Council direction.

Attachments

Limits of Annexation Map Proposed Amendments
Annexation Map Amendment Resolution
Annexation Policy



Billings PLANNING & COMMUNITY SERVICES

Limits of Annexation Map

Revised August 23, 2021 (Draft Only)

Miles
0 0.5 1 2 3 4

Map Document: \\pwu-w12k07\GIS_Files\Mapping_Projects\Projects\Planning\2016\RFI_0097_LimitsofAnnexation\RFI_0097_LimitsOfAnnexation_AUG2021 (DRAFT ONLY).mxd
Date: 8/3/2021

N W E S

RESOLUTION NO 21-

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 October 12, 2020; and

WHEREAS, the Policy states that the Map shall be reviewed and or revised whenever the Capital Improvements Plan is revised; and

WHEREAS, the City Council approved the FY 2022-2026 Capital Improvements Plan on December 21, 2020; and

WHEREAS, the City Council approved and directed staff to make investments in infrastructure extensions to annex and serve areas in the Long Range Urban Planning Area of the Limits of Annexation Map at its July 6, 2021 Work Session.

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, August 23, 2021
Shown as Exhibit A Attached

APPROVED AND PASSED by the City Council of the City of Billings, this 23rd day of August, 2021.

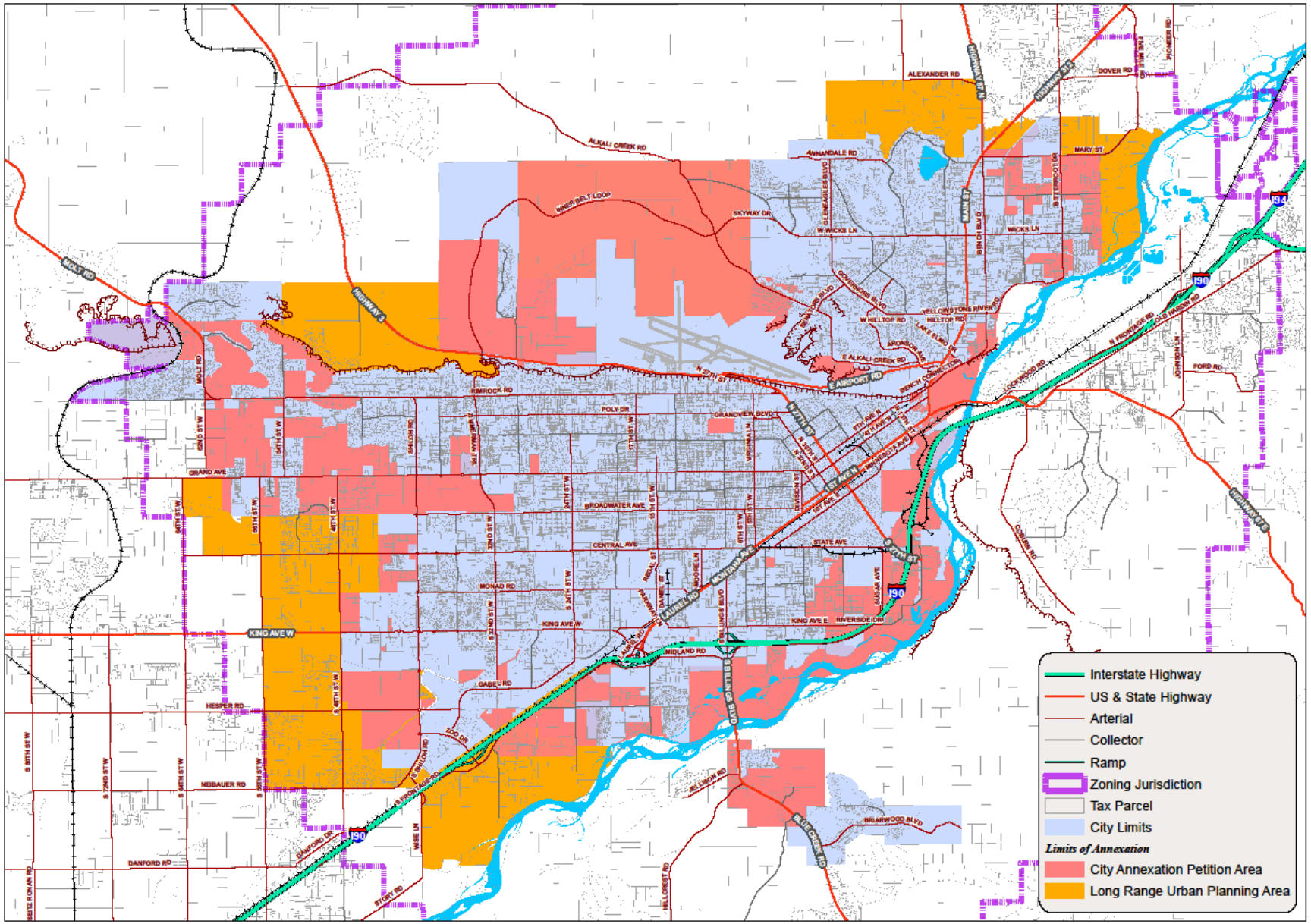
THE CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

Exhibit A


Interstate Highway
US & State Highway
Arterial
Collector
Ramp
Zoning Jurisdiction
Tax Parcel
City Limits
Limits of Annexation
City Annexation Petition Area
Long Range Urban Planning Area
Billings
PLANNING & COMMUNITY SERVICES
Limits of Annexation Map
Revised August 23, 2021
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RESOLUTION NO 17-10618

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, and on May 23, 2016, and it is amended from time to time.

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 Annexation Policy:

ANNEXATION POLICY
Revised, May 8, 2017

1. Statement of Intent
   The City of Billings intends to permit the annexation of land as to provide for orderly growth, adequate provision of municipal services, and equal benefits to both the annexed territory and existing City properties.

2. Policy Statement
   The City Council shall consider land annexations that adhere to the provisions specified in Montana Annexation Statutes (7-2-4201 through 7-2-4761, MCA) and the Billings Municipal City Code, Section 26-204 and Sections 20-301 through 305. The Council may approve, deny or conditionally approve petitions or initiatives for annexation based on the following criteria:

   - The area must be located within the Red Area of the Limits of Annexation as defined herein;
   - The City must be able provide adequate city services within a time period mutually agreed to by the property owners requesting annexation and the City;
   - Existing or proposed public improvements within the area to be annexed must meet City standards;
   - All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts;
   - All residential property owners within the area to be annexed must create or join an existing park maintenance district;

- Residential densities planned for development within the area to be annexed must meet an overall average density of at least 4-7 dwelling units per acre as per the 2016 City of Billings Growth Policy; and
- The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.

3. Limits of Annexation Map (attached) - The City shall prepare a map showing limits of annexation for two time periods. The first time period shall be known as the City Annexation Petition Area (Red Area). The City will utilize its Five-Year Capital Improvements Plan and ongoing analysis of its ability to provide services when considering amendments to the Red Area. The second time period shall be called the Long Range Urban Planning Area (Orange Area) and shall be reviewed by the City for amendments based on its service master plans and ongoing analysis of its ability to provide services. In order for a property to be considered for annexation, it shall be located within the City Annexation Petition Area (Red Area) on the Limits of Annexation Map.

a. Map Amendments

A map amendment shall be prepared for Council consideration whenever the Capital Improvements Plan is revised. A map amendment may be initiated by City staff, or requested by a property owner, in preparation for a future annexation request. Unless a property may be considered under the criteria outlined in subsection 'b' below, a property may not request inclusion in the City Annexation Petition Area unless it has first been included in the Long Range Urban Planning Area.

For any map amendment involving addition of property to the Long Range Urban Planning Area, the property owner must submit a letter requesting inclusion of the property in the Long Range Urban Planning Area. For any map amendment involving the addition of property to the Red Area of the map, an Urban Planning Study shall be completed by the petitioner who requests the amendment. An Urban Planning Study shall evaluate how a development proposal will impact the following elements:

- Streets and transportation
- Traffic circulation and generation
- Storm sewers and storm water management
- Wastewater service
- Sanitation and solid waste management
- Water service
- Parks, recreation and public lands
- Public safety (police, fire and other emergency services)
- Public schools
- Projected and estimated population
- Soils, geology and topography
- Effects of urbanization on the existing environment
- Effects on agriculture
- Existing and potential land use
- Historic sites
- Development timetables

- Capital improvements
- Methods of funding for public improvements
- Other considerations

Map amendments will be recommended to City Council by a committee of representatives from City Administration, Public Works Department, Fire Department, Parks Department, Planning Division, Police Department, and MET Transit.

Rationale
When proposing amendments to the map, the committee shall consider and document for Council:

- distance from existing city services and response times;
- capacity and location of existing facilities and future upgrades or construction of new facilities;
- cost of city services;
- effect on existing residents; and
- conformance with all adopted plans including the Capital Improvements Plan, the Growth Policy, applicable area plans, the Billings Area Bikeway and Trails Master Plan, the most current Transportation Plan, the most current sewer, water and storm sewer plans, and other applicable adopted planning documents.

The Council will then determine at its discretion whether to approve appropriate Limits of Annexation consistent with the adopted Annexation Policy.

b. Consideration for property outside the Long Range Urban Planning Area being brought directly into the City Annexation Petition Area.

There may be circumstances when previous development and infrastructure improvements within the City have created situations where the City may choose to consider bringing a property outside of the Long Range Urban Planning Area directly into the City Annexation Petition Area. In this instance, the City Council will use all of the following criteria in guiding its decision:

- An Urban Planning Study as outlined in subsection 'a' above has been completed on the subject property and the City has performed long range service studies that include the property.
- City water and sewer lines are directly adjacent to the property and are sized appropriately to serve development on the property
- The property is directly adjacent to the City Limits
- The City property adjacent already is developed and designed to connect via roads to the property
- City services providers are able to serve the property while there is the potential for increases in response times for public safety services.

After review of all of these criteria, the City Council may consider adding the property into the Red City Annexation Petition Area. However, it remains the City Council's discretion as to whether to include any property in any Limits of Annexation area.

4. Obligation of City

The City may choose to annex any property in accordance with the provisions of the following state statutes:

- Annexations of Additions to Municipalities (7-2-4201 et. seq., MCA)
- Annexations of Contiguous Land (7-2-4301 et. seq., MCA)
- Annexations of Contiguous Government Land (7-2-4401 et. seq., MCA)
- Annexations of Wholly Surrounded Land (7-2-4501 et. seq., MCA)
- Annexation by Petition (7-2-4601 et. seq., MCA)
- Annexation with the Provision of Services (7-2-4701 et. seq., MCA)

The City may decide to condition the approval of the annexation in order to meet the criteria listed under the Policy Statement. The conditions of approval must be clearly stated in the resolution of annexation. In the case where the property to be annexed is not developed, the conditions of approval shall include a requirement for; a) a development agreement prior to the issuance of a building permit, or b) a subdivision improvements agreement at the time of final subdivision plat approval. In the event the property to be annexed is already developed and contains public improvements that are not constructed to city standards, the City shall require an annexation agreement. The agreement shall specify which public improvements are to be upgraded and/or installed to city standards, and a time period and mechanism to finance the construction and installation of those improvements. In any case, all public improvements, whether existing or proposed, shall meet city standards.

5. Obligation of Petitioner
   Petitions for annexation must comply with the provisions of Annexation by Petition (7-2-4601 et. seq., MCA) and Section 26-204 and Sections 20-301 through 305, BMCC. A fee, to be established by the City Administrator, must be paid at the time the petition is submitted. If the area to be annexed is not developed, petitioners are required to comply with the conditions of approval prior to the issuance of a building permit or at the time of final subdivision plat approval. If the area to be annexed is developed and requires the construction or installation of public improvements, the petitioner must enter into an annexation agreement prior to the City Council acting on the resolution of annexation.

APPROVED AND PASSED by the City Council of the City of Billings, this 8th day of May, 2017.

CITY OF BILLINGS * SEAL * YELLOWSTONE COUNTY, MONTANA

THE CITY OF BILLINGS:

BY: Thomas W. Hanel
Thomas W. Hanel Mayor

ATTEST:

BY: Denise R. Bohlman
Denise R. Bohlman City Clerk