CITY OF Billings

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

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS **September 27, 2021** **5:30 P.M.**

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Purinton

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

MINUTES: September 13, 2021

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 6b, 7b, 8 and 9 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. **Mayor Cole recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1.	George Maragos	Tourism BID	10/01/21	10/01/25
2.	Jeff Schoenhard	Tourism BID	10/01/21	10/01/25

B. Bid Awards:

1. **Castle Rock Park Playground Improvements.** (Opened 9/7/21) Recommend rejection of all bids.

2. **Hail Repair - Miscellaneous City Buildings.** (Opened 9/7/21) Recommend Finishing Touch Exteriors, Inc.; $499,999.90.

C. **General Contractor/Construction Manager (GC/CM) Preconstruction Services Contract** for W.O. 19-42: West End Water Treatment Plant Project with Garney Companies, Inc.; $273,035.20.

D. **Professional Services Agreement** for W.O. 22-07: Mullowney Lane with HDR Engineering; $298,488.

E. **Consultant Agreement** with Morrison-Maierle for W.O. 22-10: Alkali Creek Water and Sewer Extension; $176,700.

F. **Assignment and Assumption** of Lease Agreement for the Miller Building space; $18,883/mo.

G. **State Highway Traffic Safety Billings Selective Traffic Enforcement Program (STEP)** overtime grant; $10,000.

H. **Donation** to the Public Library for specific projects and book kits for the Teen Tech Lab from Humanities Montana; $6,000.

I. **Underground Easement** with NorthWestern Energy (NWE) for the new service line for W.O. 20-23: Solid Waste Container Storage Facility.

J. **Final Plat** of Copper Ridge Subdivision, 8th Filing. ** Quasi-Judicial*

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

1. August 23, 2021

2. August 30, 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** to receive input on the City's FY2020-2021 Draft Comprehensive Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG) and HOME Programs. No action is necessary.

- *Presented by: Brenda Beckett, Community Development Manager*

3. **PUBLIC HEARING AND RESOLUTIONS** allocating assessments on the following:

- *Presented by: Andy Zoeller, Finance Director*

a. **SID 1408 -** Radford Squares North, South, East and West and a portion of Shawnee Drive.

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the Resolution assessing SID 1408, as recommended by staff.

b. **SID 1410 -** Annafeld Subdivision, 2nd filing and Annafeld Park Trail improvements.

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the Resolution assessing SID 1410, as recommended by staff.

c. **SID 1413 -** Greenbriar Road and Winged Foot Drive.

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve the Resolution assessing SID 1413, as recommended by staff.

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

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

a. **Special Improvement Light Maintenance District (SILMD)**

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve a Resolution setting annual SILMD assessments for FY22, as recommended by staff.

b. **Sidewalk Construction and/or Repair**

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing the cost of sidewalk construction and/or repair, as recommended by staff.

5. **PUBLIC HEARING AND RESOLUTION** approving reduction of the Arterial Construction Fee assessment for residents in commercial zones. 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 a Resolution approving reduction of the Arterial Construction Fee assessment for residents in commercial zones, as recommended by staff.

6. **REGAL LAND DEVELOPMENT, INC. PROPERTY:**

a. **JOINT PUBLIC HEARING FOR ANNEXATION 21-10 AND ZONE CHANGE 998:**

i. **RESOLUTION FOR ANNEXATION 21-10:** a parcel located south of Sweetgrass Creek Drive between 54th and 58th Street West. Regal Land Development, petitioner. 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 21-10, as recommended by staff.

ii. **FIRST READING ORDINANCE FOR ZONE CHANGE 998:** a zone change for a new Mixed Residential Planned Neighborhood Development zone change consisting of N3, N2, N1, NX1 and Public 1 zone districts for a proposed annexation of a 53.45 acre parcel south of Rimrock Road, west of 54th Street West and east of 58th Street West. Dan Wells d/b/a Regal Land Development, Inc., owner. 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 998 and adopt the findings of the 10 criteria, as recommended by the Zoning Commission.

b. **DEVELOPMENT AGREEMENT** with Regal Land Development, Inc. for improvements between 54th Street West and 58th Street West, south of Rimrock Road. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Debi Meling, Public Works Director*

Recommended Motion: I move to approve the Development Agreement with Regal Land Development, Inc., as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward IV to include recently annexed property in Annexation 21-10: a parcel located south of Sweetgrass Creek Drive between 54th and 58th Street West. Regal Land Development, owner. 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.

7. **MESSINGER COMPANY, LLC, PROPERTY:**

a. **PUBLIC HEARING AND RESOLUTION FOR ANNEXATION 21-11:** a parcel located between South Frontage Road and Trade Center Avenue. Messinger Company, LLC., petitioner. 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 21-11, as recommended by staff.

b. **DEVELOPMENT AGREEMENT** with Messinger Company, LLC for improvements along the South Frontage Road west of Harnish Boulevard. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Debi Meling, Public Works Director*

Recommended Motion: I move to approve the Development Agreement with Messinger Company, 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 21-11: a property located between South Frontage Road and Trade Center Avenue, totally approximately 26.425 gross and 13.729 net acres of land. 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.

d. **PUBLIC HEARING AND RESOLUTION** approving a Property Tax Abatement for Coca-Cola. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Chris Kukulski, City Administrator*

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution approving a property tax abatement for Coca-Cola, as recommended by staff.

8. **APPROVAL of Purchase and Sale Agreement - Stillwater Building.** Stillwater Building Negotiation Committee recommends approval. (Action: approval or disapproval of Stillwater Building Negotiation Committee recommendation.)

- *Presented by: Kevin Iffland, Assistant City Administrator*

Recommended Motion: I move to approve the purchase and sale agreement for the Stillwater Building, as recommended by the Stillwater Building Negotiation Committee.

9. **RESOLUTION** establishing a Citizen Police Advisory Board (CPAB). Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- *Presented by: Chris Kukulski, City Administrator*

Recommended Motion: I move to approve a resolution establishing a Citizen Police Advisory Board (CPAB), 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: 09/27/2021
Title: Board & Commission Appointments
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No

RECOMMENDATION

Mayor Cole recommends that the City Council confirm the appointments to the following boards and commissions.

	Name	Board/Commission	Term	
			Begins	Ends
1.	George Maragos	Tourism BID	10/01/21	10/01/25
2.	Jeff Schoenhard	Tourism BID	10/01/21	10/01/25

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

The Mayor is requesting that the City Council confirm the appointments for the Board and Commission positions that are due to term expirations.

ALTERNATIVES

Council may:

- Confirm the proposed appointments; or
- Not confirm the appointments.

FISCAL EFFECTS

The proposed action has no financial impact.

City Council Regular

Date:	09/27/2021
Title:	Castle Rock Park Playground Improvements - Reject All Bids
Presented by:	Mark Jarvis
Department:	Parks/Rec/Public Lands
Presentation:	No

RECOMMENDATION

Staff recommends Council reject all bids.

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

In FY 21 Council approved $400,000 for the replacement of playground equipment at Castle Rock Park. As part of this work, a playground pod needed to be constructed to house the playground equipment. A consultant was hired to develop plans and specifications. The consultant estimated construction costs at $70,000 based on historic bid prices of similar projects. However, due to the current construction climate and the uncertainty of bid prices, the consultant was not confident of the estimate. The project was advertised for bid and the bids were opened on September 7th. There was only one bidder with a bid price of $199,995.00. Due to the exorbitant price, staff is recommending that all bids be rejected and that the project be re-bid in early to mid-winter.

ALTERNATIVES

City Council may:

- Reject all bids; or,
- Provide staff with additional guidance.

FISCAL EFFECTS

By rejecting all bids, there will be no fiscal effects to the City.

Date:	09/27/2021
Title:	Miscellaneous City Buildings Hail Repair
Presented by:	John Caterino, Facilities Supervisor
Department:	City Hall Administration
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve and award a contract for Hail Repairs at Miscellaneous City Buildings to Finishing Touch Exteriors, Inc. for $499,999.90.

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

Various buildings across the City sustained significant hail-related damage in August 2019. This bid packet is for the remaining locations that have not been bid for repairs. This project includes repair of various building elements at the following locations: Par 3 Golf Course, 911 Communications Center, Dehler Park, Metro Bus Building, West Side Parks Maintenance Building, City Hall, Fire Stations 1, 2, 3, 5, 7, Fox Pump Station, Staples Pump Station, and Willett Pump Station. The Facilities Division is managing the hail-related repair work and combined these locations together into one bid package.

The project was advertised on 08/20/2021 and 08/27/2021 in Yellowstone County News and on the City's website.

Bids were opened on 09/7/2021, and two bids were received.

The bids were as follows:

Bidder	Bid
Finishing Touch Exteriors, Inc.	$499,999.90
T.W. Clark Construction, LLC	$1,400,000.00

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The low bid is $499,999.90.
The base bid amount will be funded by insurance claim funds paid out for the August 2019 hail event.

City Council Regular

Date:	09/27/2021
Title:	W.O. 19-42: West End Water Treatment Plant Project, GC/CM Preconstruction Services Contract
Presented by:	Randy Straus
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve a General Contractor/Construction Manager (GC/CM) pre-construction services contract with Garney Companies, Inc. for W.O. 19-42: West End Water Treatment Plant Project in the amount of $273,035.20.

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 water treatment plant 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 (Burns & McDonnell) 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 water treatment plant project by assisting the team of City staff and Burns & McDonnell (BMcD) to review the project design which BMcD has advanced to approximately 30% completion. The GC/CM contractor will deliver a project management plan, review major project risks, and develop a project cost model and schedule. The team will participate in design 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 equipment and materials early on to bring greater 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 Garney Companies, Inc. 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 PCL Construction, Kiewit Infrastructure, Moltz-Graham, Dick Anderson Construction, Swank Enterprises, and Sletten Companies. After evaluating and scoring the SOQs, the selection committee advanced and requested final proposals from Garney and PCL. 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 Garney Companies; 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 Water Treatment Project was budgeted in FY22 using water funds. The amount budgeted was $57 million which includes the current pre-construction contract in the amount of $273,035.20 and the future construction contract.

Attachments

WO1942 WEWTP CG/CM Pre-Construction Contract

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

W.O. 19-42, West End Water Treatment Plant Project

In consideration of the mutual promises herein, City of Billings and Garney Companies, Inc. 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 3 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 2 pages (Schedule of Rates and Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 24 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 Burns & McDonnell 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 Schedule of Rates and 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.

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, 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: Joel Heimbuck
Garney Companies, Inc.
7911 Shaffer Parkway
Littleton, Colorado 80127
E-mail: jheimbuck@garney.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: Director – Western Plant Operations

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 – Burns & McDonnell 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 – Schedule of Rates and Fees) 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 Two Hundred Seventy Three Thousand Thirty Five and 20/100 Dollars ($273,035.20).

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 – Schedule of Rates and Fees.

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 August 11, 2021, the Construction Services Fee is 9.50% 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. Development and negotiation of GMP Proposals, and revisions as agreed by the GC/CM and Billings.
13. 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. 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.
4. 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.

5. 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.
6. 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.
7. 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

_____

Name: Joel Heimbuck
Title: Director of Operations
Date: 09/02/2021

IRS Tax ID # 44-0658613

APPROVED AS TO FORM:

By_____
Thomas Pardy, City Attorney

Appendix A

Basic Services of Contractor
City of Billings W.O. 19-42, West End Water Treatment Plant 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 Adam Theriault working under the Principal-in-Charge, Joel Heimbuck.

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 Meeting

- Project team introductions, expectations, communication control plan
- Review current project development status and discuss overall approach to the project.

30% Activities

- Develop baseline construction cost estimate
- Evaluate preliminary project schedule and milestones
- Review major project risks including: cost, craft resources, pricing volatility, environmental, and permitting
- Provide input on locations of staging areas, site access, and project phasing including early work packages
- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities. Provide opinion of probable cost savings or increases for each value engineering idea developed by the team.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Review and modify the permitting matrix developed by the design team.

60% Activities

- Engagement within bi-weekly design meetings.
    - Lead discussions and development of cost changes, schedule changes, procurement activities, permitting, and risk
    - Include a live cost tracking spreadsheet review during each bi-weekly design meeting.
- Provide input on locations of staging areas, site access, and project phasing including early work packages
- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities. Provide opinion of probable cost savings or increases for each value engineering idea developed by the team.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Participate in team public involvement, including meetings as needed
- Team engages in ongoing efforts to optimize design.
- Team meeting with permitting agencies to discuss submittals and coordination
- Review 60% design drawings and specifications provided by Engineer.
- Contractor to prepare and submit 60% cost estimate along with innovation and risk register, construction schedule, and changes from the baseline construction cost estimate and schedule.
- Workshop to review project constructability and 60% cost estimate, including approach to pricing, quantity reconciliation, and estimate reconciliation

90% Activities

- Engagement within bi-weekly design meetings.

    - Lead discussions and development of cost changes, schedule changes, procurement activities, permitting, and risk
    - Include a live cost tracking spreadsheet review during each bi-weekly design meeting.
- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities. Provide opinion of probable cost savings or increases for each value engineering idea developed by the team.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Participate in team public involvement, including meetings as needed
- Team engages in ongoing efforts to optimize design.
- Team meeting with permitting agencies to discuss submittals and coordination
- Review 90% design drawings and specifications provided by Engineer.
- Contractor to prepare and submit 90% cost estimate along with innovation and risk register, construction schedule, and changes from the 60% construction cost estimate and schedule.
- Development of a GMP at the 60%, 90% or 100% design development level.
- Workshop to review project constructability and 90% cost estimate, including approach to pricing, quantity reconciliation, and estimate reconciliation

<u>Issued for Construction Activities</u>

- Engagement within bi-weekly design meetings.
    - Lead discussions and development of cost changes, schedule changes, procurement activities, permitting, and risk
    - Include a live cost tracking spreadsheet review during each bi-weekly design meeting.
- Team workshop to evaluate project constructability, innovations, and cost reduction opportunities. Provide opinion of probable cost savings or increases for each value engineering idea developed by the team.
- Assist the team with decisions that include cost and constructability. Provide input and opinions of probable cost.
- Participate in team public involvement, including meetings as needed
- Team engages in ongoing efforts to optimize design.
- Team meeting with permitting agencies to discuss submittals and coordination
- Review IFC design drawings and specifications provided by Engineer and provide any changes that were not represented in the GMP.
- Contractor to prepare and submit IFC cost estimate along with innovation and risk register, construction schedule, and changes from the 90% construction cost estimate and schedule.
- Workshop to review project constructability and IFC cost estimate, including approach to pricing, quantity reconciliation, and estimate reconciliation Contractor submits Construction Management Plan, consisting of Construction Schedule, Material Sourcing Plan, Quality Control Plan and Subcontracting Plan.

Appendix B

Methods and Times of Payment
City of Billings W.O. 19-42, West End Water Treatment Plant 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 – Schedule of Rates and Fees, but not to exceed Two Hundred Seventy Three Thousand Thirty Five and 20/100 Dollars ($273,035.20).

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. 19-42, West End Water Treatment Plant Project

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

Appendix D

Schedule of Rates and Fees
City of Billings W.O. 19-42, West End Water Treatment Plant Project

This section includes the preconstruction services 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 Garney Companies' key preconstruction services personnel and an estimated level of effort for these personnel to perform the Scope of Work included in Appendix A, Section 3.

The basis of the fee is described the project's Request for Proposals (RFP), clarified in RFP Addendum No. 1 (August 6, 2021), No. 2 (August 9, 2021) and No.3 (August 10, 2021) and applied to the Scope of Work included in Appendix A, Section 3.

Garney Companies' Statement of Qualifications dated June 18, 2021 and Technical and Price Proposals dated August 11, 2021 are not attached but are part of this contract.

Phase 1 Pre-Construction Services

City of Billings

Design Phase Services Costs

(All shaded cells shall be filled in)

A. Labor Costs	Preconstruction Project Manager	Project Manager	General Superintendent	Cost Estimator	Start-Up Manager	Total Hours	Total Labor Cost
Hourly Rate	$ 124.24	$ 92.68	$ 132.85	$ 85.00	$ 81.44		
			Hours				
Project meetings	80	80	80	40	80	360	$37,896.80
Construction schedule	20		40		20	80	$9,427.60
Construction cost estimating	140	20	120	900		1180	$111,689.20
Constructability Review	40	40	120		120	320	$34,391.60
Guaranteed maximum price development	40	40	40	80		200	$20,790.80
Bid package development	80			40		120	$13,339.20
Labor Subtotal	400	180	400	1,060	220	2,260	$227,535.20

B. Expenses	Total Cost
Travel (10 trips)	$ 20,000.00
Postage	$ 500.00
Pothole and Testing Allowance	$ 25,000.00
Expense Subtotal	$ 45,500.00
Total Design Phase Cost	$ 273,035.20

Rates include - Burden/Pickup/Fuel/Tolls/Cellphone/OH/P

Construction Services Fee	9.50%
Fee as a Percent (%) of Cost of Work	**9.50%**

Appendix E

Project Schedule
City of Billings W.O. 19-42, West End Water Treatment Plant Project

Based on a notice to proceed by Billings date no later than September 27, 2021, the completion date for the Contractor's work through preconstruction services shall be no later than December 31, 2022 based on the following estimated schedule of work:

• Project Kickoff Meeting	September 29, 2021
• Submit Baseline (30%) Cost Estimate & Schedule	November 8, 2021
• Submit 60% CE, Sch & Risk Register, WP1	December 30, 2021
• Submit 60% CE, Sch & Risk Register, WP2	January 31, 2022
• Submit 90% CE, Sch, RR & Cost Flow Projection, WP1	April 4, 2022
• Submit 90% CE, Sch, RR & Cost Flow Projection, WP2	May 9, 2022
• Submit 100% GMP, Construction Management Plan, WP1	April 30, 2022
• Submit 100% GMP, Construction Management Plan, WP2	June 15, 2022
• Issued for Construction Deliverables, NTP WP1	June 30, 2022
• Issued for Construction Deliverables, NTP WP2	August 31, 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. 19-42, West End Water Treatment Plant Project

(Attach Certificate(s) of Insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2021

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
Arthur J. Gallagher & Co. Insurance Brokers of CA.
1255 Battery Street #450
San Francisco CA 94111

License#: #0726293

CONTACT NAME:
PHONE (A/C, No, Ext): 415-391-1500 **FAX (A/C, No):** 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Berkley Assurance Company	39462
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GARNCOM-02
Garney Holding Company/Garney Companies, Inc./
Garney Construction/Garney Pacific, Inc./Garney
Federal, Inc, 1700 Swift Street, Suite 200
North Kansas City MO 64116

COVERAGES **CERTIFICATE NUMBER:** 1861075001 **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:	Y	Y	TB2641426942720	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 3,000,000 $ 300,000 $ 10,000 $ 3,000,000 $ 6,000,000 $ 6,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	AS2641426942710	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 3,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	ZUP14S7845220NF	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA264D426942730	10/1/2020	10/1/2021	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 B	Professional/Pollution Inland Marine	Y	Y	PCADB50128681020 QT6301L164501TIL20	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Ea. Claim-Occ./Agg. Leased/Rented Equip.	10,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB # 6420
RE: West End Water Treatment Plant Project
ADDITIONAL INSURED(S): City of Billings and all other parties required by written contract.

CERTIFICATE HOLDER

City of Billings
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
Dwight D. Bowers

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POLICY NUMBER: TB2641426942720

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance	Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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POLICY NUMBER: TB2641426942720

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations**
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance	Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: TB2641426942720

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2008

POLICY NUMBER: TB2641426942720

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations leasing equipment to you.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: TB2641426942720

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Designation Of Premises (Part Leased To You):	**Name Of Person(s) Or Organization(s) (Additional Insured):**
Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status	All person(s) or organization(s) leasing premises to you where required by written contract or agreement entered into prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: TB2641426942720

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

SCHEDULE

Scheduled Railroad:

Any railroad for which you are performing operations and for which no Railroad Protective Liability Policy has been purchased for the railroad by you, or any railroad for which "your work" has been completed or put to its intended use.

Designated Job Site:

All jobsites.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

© ISO Properties, Inc., 2000

POLICY NUMBER: **TB2641426942729**

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule below.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: AS2641426942710

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2641426942710
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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POLICY NUMBER: AS2641426942710

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS 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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, District of Columbia, Georgia, Indiana, Kansas, New Mexico, Oklahoma, South Carolina, Tennessee, Vermont and West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of $0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of Florida, Iowa, Maryland, Mississippi, and Nebraska, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942730 Effective Date Premium $

Issued to Garney Companies, Inc.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $ 250 per policy

Person or Organization	Job Description
Where required by contract or written agreement prior to loss and allowed by law.	

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942730 Effective Date Premium $

Issued to Garney Companies, Inc.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942730 Effective Date Premium $

Issued to Garney Companies, Inc.

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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 against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

The premium charge is 0% of the total manual premium, subject to a minimum premium of $0 per policy.

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium $

Effective Date Expiration Date

For attachment to Policy No. WA264D426942730

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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M. **Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. **Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;

2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;

3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;

4. storage of, warehousing of, mining of and processing of data by you;

5. managing, operating, administering and hosting **Information Technology Products** for your clients; or

6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. **Insured** means:

1. the **Named Insured**; or

2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or

3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or

4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services**, **Contractor Activities**, **Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or

5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or

6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or

7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or

8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or agreement executed before the **First Party Claim** or **Claim** was first made; or

9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such

J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims**, **Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

N. Choice of Law

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

O. Jurisdiction and Venue

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.

Berkley Assurance Company

Responsible Entity Waiver of Subrogation Affirmation Endorsement

In consideration of the premium paid, it is understood and agreed that Section XI.C. is deleted in its entirety and replaced with the following:

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy against your clients or their designees (except for a **Responsible Entity**) to the extent such a waiver is required by a written contract with you executed prior to the **Claim**.

For Coverage A only, we will not subrogate against a **Responsible Entity**, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number PCADB50128681020
Effective Date of This Endorsement 10/01/2020	Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

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their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in **1.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

City Council Regular

Date: 09/27/2021
Title: WO 22-07 Mullowney Lane, Consultant Agreement
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends that the City Council award a professional engineering services contract for W.O. 22-07 Mullowney Lane to HDR Engineering, in the amount of $298,488.

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

This project consists of reconstructing and improving Mullowney Lane from the Midland Road and I-90 Frontage Road intersection south to Elysian Road. Staff recommends executing a professional services contract with HDR Engineering for design and bidding services on W.O. 22-07 Mullowney Lane. Construction contract administration and construction observation services will be requested after the construction contract duration is determined. The Mullowney Lane project includes street widening, sidewalk, multi-use path, curb and gutter, storm drain, and irrigation along Mullowney Lane. The project also includes minor improvements at the Midland Road and I-90 Frontage intersection. This design contract will include a preliminary study of intersection improvements at the Mullowney Lane and Elysian Road intersection. The study recommendations will be incorporated into the design of the intersection. Construction is anticipated to begin in late summer of 2022 or spring of 2023 when construction funding becomes available.

HDR Engineering was selected based on City staff review of two project proposals submitted by prequalified firms that have considerable arterial and collector road reconstruction experience. The other firms considered for the work were KLJ, Sanderson Stewart, and DOWL. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

ALTERNATIVES

City Council may:

- Approve the professional engineering services contract for design and bidding services to HDR Engineering; or,
- Not approve the professional engineering services contract for design and bidding services to HDR Engineering. If the project is not completed, the road will continue to degrade and operate at lower levels of service.

FISCAL EFFECTS

The FY22 budget contained $400,000 for design and bidding services. This project will use $298,488 of budgeted funds for this agreement and the remainder of the funds will be used for construction. $3,700,000 is budgeted in FY23 for construction of Mullowney Lane. The project will use arterial funds and developer contributions.

Attachments

WO 22-07 HDR Engineering Contract

Contract for Professional Architectural and Engineering Services

Project W.O. 22-07 Mullowney Lane

In consideration of the mutual promises herein, City of Billings and HDR Engineering, Inc. 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 pages (Additional Services of Contractor);

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

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 1 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 HDR Engineering, Inc..

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 September 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 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:	Ken Ard, PE City of Billings Public Works - Engineering 2224 Montana Ave Billings, Montana 59101	FAX: (406) 237-6291
Contractor:	Tim Erickson, PE HDR Engineering, Inc. 970 S 29th St W Billings, MT 59102	FAX: (406) 652-2758

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: Tim Erickson, Jared Harris, or Authorized Signatory
(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 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:_____

Title:_____

Date:_____

IRS Tax ID #_____

APPROVED AS TO FORM:

By_____
City Attorney

Appendix A

Basic Services of Engineer

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. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. 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 Tim Erickson, PE working under the Principal-in-Charge, Amanda McInnis, PE.

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 Ken Ard, PE.

Section 3. Scope of Work.

The City of Billings proposes to reconstruct Mullowney Lane from Midland Road to Elysian Road. Mullowney Lane is classified by the City as a Collector and is currently comprised mostly of a single northbound lane with a short two-lane section at the Midland intersection, southbound lanes vary from two to one merging near Interstate Avenue. Shoulders, curbs, gutters, and sidewalks are inconsistent throughout the corridor. The proposed project will include improvements to roadway, curb, gutter, sidewalk, multi-use trail, storm drain, irrigation ditches, street lighting along the corridor and improvements to the two intersections at Midland Road and Elysian Road.

HDR has teamed with IMEG and SK Geotechnical to perform professional services, as shown below, in connection with the W.O. 22-07 project.

- HDR
    - Overall project management and coordination
    - Public involvement
    - Traffic analysis
    - Roadway lighting
    - Storm drain & irrigation design
    - Utility design (sewer and overall utility coordination)
    - Roadway design
    - Plan preparation
    - Assistance during bidding
    - Construction administration
    - As-Built plans
- IMEG
    - Engineering survey
    - Cadastral survey
    - Construction staking
    - Construction inspection
- SK Geotechnical

- Subsurface investigations
- Subgrade improvements
- Pavement design
- Materials testing during construction

General Project Assumptions

The following are assumptions associated with the scope of services for this project:

- Project will be bid no earlier than July 2022 and constructed at a time that best fits funding needs, project goals, and stakeholder needs.
- Major intersection improvements are limited to the Mullowney Lane/Midland Road and Mullowney Lane/Elysian Road intersections. Improvements and design will be assessed for the minor intersections along the corridor.
- Public involvement includes a presentation of 30% design to City Council and coordination with adjacent business owners. 2 public meetings are also included in this scope of services.
- Project limits are from Midland Road to Elysian Road. Project limits extend approximately 500 feet along Elysian Road East and West of Mullowney Ln. and 500 feet along Mullowney South of Elysian to accommodate potential additional traffic lanes if they are justified by traffic analysis.
- Street lighting will include black powder coated light poles with LED luminaires.
- No right-of-way acquisition is assumed for this project. Development of plats or acquisition are not included in this scope of services. HDR will coordinate easements as needed.
- Drainage infrastructure improvements will meet the City of Billings Stormwater Management Manual and the local MS4 requirements as feasible. HDR will document any improvements that do not meet these requirements with the City of Billings throughout design.
- Drainage design improvements for private businesses adjacent to the roadway are not included. Drainage design will not include improvements for existing developments or subdivisions in the area.
- Improvements will be required to accommodate offsite drainage from the adjacent irrigation ditches.
- Design will include storm drain stubs to property line as needed.
- The best alternative for the storm drain system to be determined during design process.
- Utility potholes will be provided by the City of Billings.
- As necessary, HDR will assist the City with the development of an SID, including maps, quantities of construction and will also document and track SID improvements made during construction.
- Traffic counts will be acquired for 3 intersections (Midland, Interstate, & Elysian) along with a 72-hour tube. Truck information will be included in the traffic counts. Pedestrian & Bicycle information will not be collected.

TASK 100 – PROJECT MANAGEMENT

101 – Project Initiation

As part of this task, the Project Manager will lead coordination of the design team with the City as well as supervise the design team and subconsultants. Project Manager and Accountant will monitor project status, maintain project schedule, and prepare monthly invoices with progress reports.

Deliverables:

- Monthly invoices and progress reports

102 – Project Meetings

HDR will attend the following meetings:

- City and consultant project team kickoff meeting
- 30% Plan Review meeting
- 60% Plan Review meeting
- 90% Plan Review meeting

Assumptions:

- Up to two team members will attend each meeting

Deliverables:

- Meeting Minutes

103 – Public Outreach

HDR will coordinate with business owners adjacent to the roadway regarding project improvements such as approaches and storm drain improvements. HDR will also coordinate with the City to support a presentation to City Council, as necessary.

Business coordination will include the following meetings:

- Single meeting with project team and business owners adjacent to the project to discuss proposed project prior to construction.
- One on one meetings with each business adjacent to the project to discuss existing issues/constraints and project improvements.

Assumptions:

- 2 public meetings are included in this scope.
- Meetings with the SBURA or other TIF Districts are not required.

Deliverables:

- Meeting minutes

TASK 200 – SURVEY AND GEOTECHNICAL INVESTIGATIONS

201 – Survey – Engineering and Cadastral

Provide survey services for design including control, engineering topographical survey and cadastral survey to identify existing right-of-way.

Survey project limits include:

- Survey project limits are from Midland Road to Elysian Road. 100 feet along Elysian Road west of Mullowney Ln., 500 feet along Elysian west of Mullowney Ln. and 500 feet along Mullowney south of Elysian, including the abandoned suburban ditch.
- The suburban ditch open channel between Mullowney Ln. and Songbird Dr.
- The convergence area of the Suburban Ditch and Hogan's Slough Lateral adjacent to Songbird Drive and the existing lateral to the Yellowstone River outfall.
- The convergence area of the Suburban Ditch and Hogan's Slough Lateral adjacent to Songbird Drive and the existing lateral to the Yellowstone River outfall.
- Any pertinent upstream or downstream controlling structures will be surveyed.
- Survey to include a minimum of 20 feet beyond city property, sufficient area of driveways to complete design.
- Survey will include but not limited to picking up features such as sidewalk, curb, landscaping features, approaches, and driveways.
- Survey will also include flange shots on existing hydrants, measure downs on all water valves, measure adjustment ability on all manholes and shots on all manholes. Survey will also include buried utilities as required.

Assumptions:

-
- Retracement of adjacent R/W for +/- 16 individual parcels along Mullowney Lane, Midland Road and Elysian Road
- A certificate of Survey of Survey (COS) is not required for retracement of the R/W.

202 – Geotechnical Investigations

Provide geotechnical investigations by SK Geotechnical including:

- Borehole staking.
- A total of 4 new borings of 15 feet in depth will be performed: 3 along Mullowney Lane and 1 at the Elysian Road intersection. 1 existing boring from Midland Road project at the Midland Road intersection will be included.
- Pavement and utility geotechnical work – All 4 borings will be used to evaluate subgrade strength and suitability to support the proposed pavement. A geotechnical engineering report will be prepared. Due to the inherently poorly drained conditions along the existing roadway, soft soils are anticipated so the report will also address possible digouts, rehabilitation methods, or stabilization with geosynthetics. Samples of existing road base material will be collected for consideration of reuse as special backfill throughout the project. 2 borings will be placed in old pavement area and 2 borings placed in newer pavement in order to understand the causes of varying performance. 4 borings will be required to evaluate rehabilitation alternatives and will help characterize the subgrade strength. 4 new boreholes will allow for design of both a typical section where sufficient and a sturdier section where warranted.

Assumptions:

- Gravel alluvium is typically anticipated at a varying depth along Mullowney Lane.

TASK 300 – PRELIMINARY DESIGN

301 – Traffic Study

Develop a traffic study report of the proposed roadway to include collecting new traffic counts and projected traffic for the design year 2042. Traffic study to include traffic projections for the intersection with Midland Road and Elysian Road.

Assumptions:

- Traffic counts will be acquired for 3 intersections (Midland, Interstate, & Elysian) along with a 72-hour tube. Truck information will be collected in standard format. Pedestrian & Bicycle information will not be collected.
- Traffic growth to be based on historical data from MDT and, if available, from the City of Billings and traffic impact studies completed within the last 6 years for new land development that generates traffic on the part of Mullowney Lane covered by this project. HDR will also evaluate known and potential future development areas that will impact the corridor to include in growth calculations.

Deliverables:

- Traffic Study Report

302 – Intersection Analysis

Develop preliminary intersection improvement alternatives at the Midland Road and Elysian Road intersections based on the traffic study and coordination with City staff.

Assumptions:

- Up to three intersection improvement options will be developed per intersection during this task.
- Conceptual intersection layouts will show geometric and lane use features for all alternatives.
- LOS C is will be considered as the desired standard for the design year peak hour condition.

Deliverables:

- Exhibits of intersection improvement alternatives at Midland Road and Elysian Road to be included in the Traffic Study Report as part of Task 301.

303 – Drainage Study and Report

HDR will prepare a Preliminary Drainage Report documenting the existing and proposed drainage patterns within the project limits and summarize the analyses.

Task 303.1 – Project Site Visit

Two (2) staff members from HDR will visit the project site to photo-document existing conditions and to become familiar with the drainage patterns within the project area. Field notes will be completed for the project file and provided to the City.

Task 303.2 – Existing Drainage Patterns Analysis
HDR will review the existing topography mapping, culverts, off-site drainage facilities, and storm drain facilities within the project area. HDR will review any available and pertinent reports from area developments. The existing drainage patterns and facilities will be described in the drainage report accompanied by an existing conditions basin map.

Task 303.3 – Existing Hydrologic Analysis
HDR will analyze the existing hydrology and calculate the existing peak flows for the drainage basins within the project area. The hydrologic method utilized for analysis will be selected in accordance with the SWMM and as appropriate for the proposed design based on basin sizes and the extent of required hydrograph routing required for design. The peak flows will be documented in the Drainage Report.

Task 303.4 – Proposed Drainage Patterns Analysis & Preliminary Design
HDR will design a stormwater management system which includes facilities designed to that treat the first 0.5 inches of runoff for the water quality event per Section 4.5 in the City of Billings Stormwater Management Manual. HDR will prepare a preliminary design for curb and gutter with storm drain system and stormwater management system to capture roadway runoff and evaluate gutter spread for the 10-year and 100-year storm events. The hydrologic method utilized for analysis will be selected in accordance with the SWMM.

HDR will evaluate existing irrigation facilities and design improvements and/or new facilities to effectively integrate with the Mullowney Lane stormwater management system on an as needed basis.

The proposed drainage patterns and facilities will be described in the preliminary drainage report accompanied by a proposed conditions basin map based on the preliminary drainage design.

Assumptions:

- Storm drain and stormwater management system design will be in conformance with the City of Billings Stormwater Management Manual.
- Detention pond design will be completed if required for storm drain system.
- Autodesk Storm and Sanitary Analysis will be used to evaluate gutter spread, inlet designs, and storm sewer pipe hydraulics.
- Additional hydraulic software may be used to evaluate culvert crossings and channels, which may include HY-8, HEC-RAS, Flowmaster, etc.
- Data input and results including water quality will be documented and included as part of the Drainage Report.

Task 303.5 – Preliminary Drainage Report
HDR will prepare a Preliminary Drainage Report for submittal to the City. The report will include a summary of approach and results for:

- Hydrology calculations (PDF)
- Water quality calculations (PDF)
- Hydraulic calculations (PDF)

Deliverables:

- Preliminary Drainage Report for review and comment (PDF)

304 – Roadway Lighting Analysis

Analyze street lighting levels and determine light pole spacing based on analysis of LED luminaires to meet current design standards.

Assumptions:

- Light poles will be included in design. Color and size will be determined during design.

Deliverables:

- Memo summarizing lighting analysis, including total number of poles, spacing, lumen output, and wattage to assist the City in setting up a SLIMD or include the lighting as part of the TIF District assessment.

305 - 30% Design Plans

Prepare preliminary design plans for the proposed roadway. Prepare preliminary construction cost estimate.

Include the following in the plans:

- Horizontal and vertical alignment of proposed roadway
- Roadway typical sections including the proposed pavement design
- Proposed approaches for business access
- Preferred intersection improvements at Midland Road and Elysian Road
- As needed roadside swale improvements along Mullowney Lane
- Storm drain plan and profile sheets
- As needed irrigation ditch improvement detail sheets
- Street lighting pole, pole schedule, and electrical quantities
- Curb, Gutter, Sidewalk and Multi-Use Path layout
- Existing right-of-way limits

Assumptions:

- No water main, sewer main, or service improvements are included in this project, unless required to facilitate roadway and storm drain improvements.
- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- Landscape architecture not included. Irrigation systems design not included. Simple landscaping type callouts will be included as needed.
- Profiles for approaches will not be developed for 30% design.
- Cross sections will not be developed at 30%
- Construction cost estimate will be based on preliminary quantities and will include a 20% contingency.
- Project specifications will not be developed for 30% design.

Deliverables:

- Preliminary design plans and construction cost estimate

306 – 60% Design Plans

Incorporate comments and design revisions from 30% design to develop 60% design plans, specs, and estimate.

Assumptions:

- No water main, sewer mains, or service improvements are included in this project, unless required to facilitate roadway and storm drain improvements.
- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- Construction cost estimate will be based on preliminary quantities and will include a 15% contingency.
- Preliminary project special provision will be developed for 60% design.

Deliverables:

- 60% design plans, specs, and construction cost estimate

TASK 400 – FINAL DESIGN

401 – Drainage Design Updates

Update drainage design to incorporate comments/changes from 60% design, as well as from continued coordination with adjacent business owners. Prepare final drainage report.

Deliverables:

- Final Drainage Report

402 – 90% Design Plans

Incorporate comments and design revisions from 60% design to develop 90% design plans, specs, and estimate. Perform an in-field plan review of the project.

Assumptions:

- No water main, sewer main, or service improvements are included in this project, unless required to facilitate roadway and storm drain improvements.
- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- Construction cost estimate will be based on preliminary quantities and will include a 10% contingency.

Deliverables:

- 90% design plans, specs, and construction cost estimate

403 – 100% Design Plans

Incorporate comments and design revisions from 90% design to develop 100% design plans, specs, and estimate.

Assumptions:

- No water main, sewer main, or service improvements are included in this project, unless required to facilitate roadway and storm drain improvements.

- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- Construction cost estimate will be based on preliminary quantities and will include a 5% contingency.

Deliverables:

- 100% design plans, specs, and construction cost estimate

TASK 500 – Bid Phase

501 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addenda as needed. Schedule and conduct pre-bid meeting.

Assumptions:

- Bid openings online, in-person attendance not required.

Deliverables:

- Pre-bid Meeting Minutes

502 – Post-Bid Administrative Assistance

Receive, evaluate, and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Issue Notice of Award.

Deliverables:

- Notice of Award

Appendix B

Methods and Times of Payment

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.	Project Management, Meetings, and Public Outreach	$38,611
2.	Survey and Geotechnical Investigations	$74,186
3.	Preliminary Design	$121,718
4.	Final Design	$56,176
5.	Bidding	$7,797
Total		$298,488

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 fees in Appendix D.

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

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.

C. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees

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.

2021 HOURLY RATE SCHEDULE

BILLING CLASSIFICATION	RATE
ENGINEERS	
Design Engineers	
LEVEL I	108.00
LEVEL II	113.00
LEVEL III	123.00
LEVEL IV	131.00
Project Engineers / Project Managers	
LEVEL I	146.00
LEVEL II	158.00
LEVEL III	173.00
LEVEL IV	190.00
Senior Engineers / Senior Project Managers	
LEVEL I	198.00
LEVEL II	217.00
LEVEL III	232.00
LEVEL IV	237.00
LEVEL V	241.00
Project Principal / Senior Technical Advisors	
LEVEL I	241.00
LEVEL II	263.00
LEVEL III	300.00
LEVEL IV	337.00

BILLING CLASSIFICATION	RATE
DESIGNERS / TECHNICIANS / INSPECTORS	
LEVEL I	91.00
LEVEL II	108.00
LEVEL III	116.00
LEVEL IV	123.00
LEVEL V	131.00
LEVEL VI	146.00
LEVEL VII	158.00
LEVEL VIII	173.00
LEVEL IX	185.00
CADD / BIM Specialist	
LEVEL I	66.00
LEVEL II	78.00
LEVEL III	91.00
LEVEL IV	108.00
LEVEL V	116.00
LEVEL VI	123.00
LEVEL VII	131.00
LEVEL VIII	146.00
ACCOUNTING / ADMINISTRATION	
LEVEL I	66.00
LEVEL II	78.00
LEVEL III	93.00
LEVEL IV	105.00
LEVEL V	112.00
LEVEL VI	123.00
LEVEL VII	131.00
LEVEL VIII	146.00

2021 CHARGEABLE EXPENSE SCHEDULE

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

SUBSISTENCE (PER DIEM)

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

TRAVEL

Travel expenses will be charged at the following rates unless a separate rate is negotiated

2 Wheel Drive Vehicle	$	0.75 /mile
4 x 4 Vehicle	$	0.75 /mile
Rental Vehicles & Aircraft	$	Actual Cost

TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual cost.

PRINTING

B&W 8.5x11 30% RECYCLED	$	0.04 each
B&W 11x17 30% RECYCLED	$	0.08 each
COLOR 11X17	$	0.90 each
COLOR ON CARD STOCK 11X17	$	1.50 each
COLOR 30% RECYCLED 8.5x11	$	0.14 each
COLOR 30% RECYCLED 11x17	$	0.28 each
PLASTIC COIL BIND TO 1 IN	$	1.45 each
PAGE INSERTING	$	0.01 each
3 HOLE DRILL	$	0.01 each
8.5x11 5-TAB DIVIDERS	$	0.48 each
11x17 CLEAR COVERS	$	1.78 each
11x17 Black COVERS	$	1.82 each
8.5x11 BLACK BINDERS	$	12.19 each
3" BINDERS	$	14.39 each
11x17 BLACK BINDERS	$	19.00 each
11x17 TABS	$	0.48 each

SPECIAL EQUIPMENT CHARGES

Electronic Distance Measuring	$	10.00 /hr.
GPS - GEO XT	$	20.00 /hr.
GPS - RTK	$	40.00 /hr.
Manta 3-Phase Test Set	$	40.00 /hr.
Meggar Testing Equipment	$	250.00 /day
Soil Resistivity Testing Equipment	$	500.00 /day
UTV	$	10.00 /hr.

OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than October 1, 2021, the completion date for the Engineer's work through final design shall be: June 30, 2022

A. Submittals and Meetings

   1. Preliminary Design – February 2022

   2. City Council Meeting – March 2022

B. Final Design – June 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 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.

Appendix F

Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

City Council Regular
Date: 09/27/2021
Title: W.O. 22-10 Alkali Creek Water and Sewer Extension, Consultant Agreement
Presented by: Debi Meling
Department: Public Works
Presentation: No

RECOMMENDATION

Staff recommends the City Council award a professional services contract for W.O. 22-10, Alkali Creek Water and Sewer Extension, to Morrison-Maierle in the amount of $176,700.

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

W.O. 22-10, Alkali Creek Water and Sewer Extension will extend the existing 12- inch water main and the existing 18-inch sanitary sewer along Alkali Creek Road from the intersection of Strawberry Avenue and Alkali Creek Road to the northwest approximately 3,400 feet. The water and sewer extension will terminate at the property line of the proposed Mitchell Development and allow the Mitchell Development to have City services. This extension will also be part of the "backbone" of the water and sewer infrastructure needed to serve the Inner Belt Loop Corridor. The water and sewer extensions are also recommended in the Water and Wastewater Master Plans.

Morrison-Maierle was selected for the project using the proposal process. Two other proposals were received from Sanderson Stewart and IMEG. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, or;
- Not approve awarding the engineering contract to Morrison-Maierle. If the project is not awarded, the Mitchell Development will not have City services and will have to develop in the County. Water and sewer mains to serve the Inner Belt Loop Corridor will not be extended at this time.

FISCAL EFFECTS

The project was budgeted in FY22 using water and wastewater funds. The amount budgeted is $3,400,000. This agreement for professional services will use $176,600 of the budgeted amount and the remaining budget will be used for construction.

Attachments

W.O. 22-10 Professional Services Contract

Contract for Professional Architectural and Engineering Services

W.O. 22-10: Alkali Creek Water and Sewer Extension

In consideration of the mutual promises herein, City of Billings and Morrison-Maierle, Inc. 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 6 pages (Basic Services of Contractor);

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

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

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

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of ___ pages (Certificate(s) of Insurance)

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. "Engineer” and/or “Contractor” means Morrison-Maierle, Inc.
D. In Appendix A, Contractor is referring to the construction contractor.

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.

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 March, 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 or Contractor terminates services for cause, 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: City Engineer (Mac Fogelsong, PE)
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 PHONE: (406) 657-8232

Contractor: Morrison-Maierle, Inc.
Jill Cook, PE
315 North 25th Street, Suite 102
Billings, Montana 59101 PHONE: (406) 656-6000

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 discharged 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: President or Vice President
(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.

A. 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.

B. 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.

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

D. Billings shall not indemnify, defend, save and hold the Contractor 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 the Contractor occurring during the course of or as a result of the performance of the Contract.

E. 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: Jill Cook, PE
Title: Vice President
Date:_____

IRS Tax ID # 81-0217149

APPROVED AS TO FORM:

By_____
BRENT BROOKS, City Attorney

Appendix A

Basic Services of Engineer
City of Billings W.O. 22-10 Alkali Creek Water and Sewer Extension

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. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

K. 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 Kurtis DeShaw, PE working under the Vice President, Jill Cook, PE.

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 Travis Harris, PE.

Section 3. Scope of Work.

The Engineer shall perform the work outlined within this agreement that includes the completion of design and bidding phase services for W.O. 22-10 Alkali Creek Water and Sewer Extension. Design and construction work for this project is based on the following assumptions:

- Approximately 3,600 linear feet (LF) of 12-inch water main extension and approximately 3,600 linear feet of 21-inch and 18-inch sewer main extension in or adjacent to Alkali Creek Road starting west of Strawberry Avenue.

- Manholes with three-foot sewer main stub outs will be included for future connections to side streets outside of Alkali Creek.

- Future water main connections will be provided by live taps. No tees or service pipe will be extended into the side streets with this project.

- The sewer main depth will be based on designing a steep section of pipe for the last 100 feet. A drop manhole design or siphon design under Alkali Creek is not included in the scope of work.

- Engineer will work with the City to set the alignment prior to design with input from the City.

- City will provide developer plans and the sewer depth at the future connection to development.

The scope of work is summarized below:

TASK 000 - PROJECT MANAGEMENT

Project management for the design and bidding phases will include all project coordination between the City and the consultant team members. This management task includes communication of ideas, questions, and issues to ensure the design encompasses the input from the project personnel for both the City and Morrison-Maierle. Project management also includes the effort necessary to control the quality, schedule, and budget of the project.

No public meetings or letters to property owners are included in this scope.

TASK 030 – SURVEY

Design phase survey services will consist of the following:

- Establish horizontal and vertical control for the project areas. The horizontal and vertical datums for this project shall be approved by the City.
- Design survey will be completed using an unmanned aerial vehicle (UAV) to collect surface data. Utility locates will be requested prior to the UAV survey using the One-Call service and the located private utilities will be drawn in from the UAV survey imagery with additional field pickups as required. The plans will utilize the aerial imagery from the UAV survey as a background and features such approaches, trees, etc. will not be drawn in.
- Alkali Creek will have up to six cross sectional surveys at the approximate location of the water and sewer crossing during the initial survey for the scour analysis.
- Obtain approval from the Billings Airport for the UAV survey.
- Up to two days of ground survey with a GPS are included as needed to survey features that could not be obtained from the UAV survey (including spot shots along both the water and sewer alignments located in the grass to verify the correct elevation from the UAV that is incapable of shooting ground in tall grass).
- Perform valve and manhole measure downs.

TASK 039 – GEOTECHNICAL EVALUATION

Design phase Geotechnical engineering will be provided by a subconsultant and shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions at time of drilling, foundations and backfill recommendations for utility installations, and thrust block recommendations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications. Design geotechnical work will include 6 soil borings to a depth of up to 20-30 feet. Additional soil borings from the recent bridge replacement project will be supplied by the City to incorporated into the project specifications for reference only to reduce overall geotechnical design costs. No ongoing groundwater monitoring is included.

TASK 040 – DESIGN

The following work will be performed under this task:

- Review existing record drawings of the new bridge and adjacent water and sewer connections.
- Work with the City to set the alignment prior to design.
- Verify sewer pipe size and slopes based on the design flows outlined in the Draft Technical Memorandum 2 of the Wastewater Master Plan Update, dated April 2, 2021. Coordinate sewer depth with new subdivision located upstream of the Alkali Creek crossing based on developer drawings provided by the City
- Include specifications and details for cathodic protection using sacrificial anodes at metallic valves, fittings, and hydrants. Details and specifications from a previous City project will be repurposed and no new design of cathodic protection is included.
- Coordinate with public/private utilities consisting of sending each utility company 50% plans and requesting feedback on concerns and conflicts. Verify gas main relocation and alignment with MDU. No potholing of private utilities is included in this scope.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. It is assumed that Alkali Creek Road will be closed to through traffic with a single lane open for local access. No customized traffic control plans will be prepared by the Engineer for this project.
- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) of each review set will be provided to the City for review. In addition, one (1) 11”x17” copy of the 50% plans will be provided to the City. One copy of the 6050% plans will be provided to each utility in the area. The 50% plans provided to the utilities will be annotated with potential conflicts noted as part of the design. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any occur.
- Perform Buoyancy calculations. This scope only includes performing buoyancy calculations and coordinating design against uplift for manholes and pipe directly at the Alkali Creek crossing. No buoyancy design for uplift on the sewer or water main is included in this scope outside of the Alkali Creek crossing.
- Hold separate review meetings to review 50%, and 90% submittals with City staff before development of next stage plan documents.
- Hold a meeting with City and County staff at 50% to discuss the project.
- Perform up to two field review(s) with City and other agencies, as required.
- Provide restoration plans and/or specifications for culverts, drive approaches, landscaping, asphalt, concrete, and gravel that will be disturbed by construction.
- Develop 90% plans, specifications, quantity summaries, and opinion of probable cost for final review by City staff. Engineer will meet with City staff to review 90% comments. One 11”x17” copy will be provided to the City, as well as an electronic file (PDF).
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.

- Submit plans, specifications, design summary, certified checklist, and any required deviations for the water main replacement to MDEQ for review. The City will pay respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.

TASK 041 – ENVIRONMENTAL PERMITTING

The following work will be performed under this task:

- Coordinate with permitting agencies. No fees are included in the scope of this project for permits. No wetland delineation or specific environmental reviews are included with this project (a wetland delineation will be provided by the City to include with the permits). Permitting tasks include:
    - Attend one on-site pre-application meeting with all permitting agencies. Prepare draft drawings and permit summary information for the meeting.
    - Prepare Joint Application to apply for the SPA 124, 318 Authorization, Section 404, 401 Certification, and Floodplain permit.
    - Prepare supplemental information required for the 401 Certification.
    - It is assumed the 404 permit will be granted under the Nationwide Permit 58 – Utility Line Activities for Water and Other Substances through the Army Corps of Engineers.
    - A cultural resource survey will not be completed.
    - Address questions from permitting agencies.
    - It is assumed that wetland impacts are less than a tenth of an acre.

TASK 042 – SCOUR ANALYSIS (to meet DEQ Requirements)

The following work will be performed under this task:

- Provide a scour analysis at the Alkali Creek pipeline crossings.
    - Review and utilize published Flood Insurance Study hydrology for Alkali Creek.
    - Review survey and bridge/culvert record drawings.
    - Prepare a 1-dimensional HEC-RAS model for Alkali Creek using three cross sections upstream and downstream of the bridge (six cross sections) and incorporate bridge and adjacent culvert geometry into model.
    - Run, review, and calibrate the model.
    - Run scour analysis and summarize calculations in a two-page memorandum. No hydraulic report will be provided.
    - Determine appropriate bury depth for the water and sewer pipelines to ensure protection from scour.

TASK 043 – BIDDING

Bidding services will be provided as follows:

- Prepare 100% plans and specifications for bidding. Update the opinion of probable cost to be used for the bid opening.

- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Distribution of plans and specifications will be done electronically using the City's Quest CDN service and through www.montanabid.com. No hard copies of the plans and specifications will be provided to the bidders. Two (2) 11"x17" copies will be provided to the City, as well as an electronic file (PDF).
- The plan holder's list will be maintained through Quest CDN.
- Answer prospective bidders' questions regarding the project.
- Schedule and hold a pre-bid conference with interested bidders and suppliers. Prepare agenda and minutes for the meeting.
- Prepare and distribute addenda as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.

TASK 88 – QUALITY ASSURANCE

Internal quality assurance will be provided for all reports, plans and specifications furnished to the City or other agencies at the 50% and 90% submittals.

FUTURE TASKS EXCLUDED FROM THIS CONTRACT

Scope items to be added by future amendment may include but are not limited to:

- Project Management – Construction Administration
- Survey – Construction Staking
- Geotechnical – Quality Assurance Testing
- Construction Administration
- Closeout

Appendix B

Methods and Times of Payment

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.	Task 000 – Project Management	$16,350.00
2.	Task 030 – Survey	$23,300.00
3.	Task 039 – Geotechnical	$11,050.00
4.	Task 040 – Design	$82,150.00
5.	Task 041 – Environmental Permitting	$4,800.00
6.	Task 042 – Scour Analysis	$13,700.00
7.	Task 043 – Bidding	$15,250.00
8.	Task 088 – Quality Assurance	$10,100.00
	TOTAL	**$176,700.00**

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 fees in Appendix D.

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

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

A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees

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.

Section 1. Professional Services.

Morrison Maierle
engineers - surveyors - planners - scientists

Standard Billing Rate Schedule
Effective Thru
December 31, 2021

		Standard Rate	Overtime Rate
Engineer	**Supervising Engineer IV**	226.00	226.00
	Supervising Engineer III	211.00	211.00
	Supervising Engineer II	201.00	201.00
	Supervising Engineer I	190.00	190.00
	Senior Engineer II	180.00	180.00
	Senior Engineer I	163.00	163.00
	Design Engineer II	153.00	153.00
	Design Engineer I	143.00	143.00
	Engineer Intern II	124.00	124.00
	Engineer Intern I	109.00	109.00
Planner	**Supervising Senior Planner**	196.00	196.00
	Senior Planner	163.00	163.00
	Planner III	132.00	132.00
	Planner II	120.00	120.00
	Planner I	105.00	105.00
Scientist	**Supervising Environmental Scientist**	204.00	204.00
	Environmental Scientist III	163.00	163.00
	Environmental Scientist II	122.00	122.00
	Environmental Scientist I	105.00	105.00
	Environmental Technician	92.00	92.00
	Supervising Geologist	205.00	205.00
	Senior Geologist	194.00	194.00
	Geologist III	167.00	167.00
	Geologist II	143.00	143.00
	Geologist I	122.00	122.00
Designer and Technician	**Senior Communications Designer**	153.00	153.00
	CAD Designer III	136.00	136.00
	CAD Designer II	125.00	125.00
	CAD Designer I	116.00	174.00
	CAD Tech III	114.00	171.00
	CAD Tech II	99.00	148.50
	CAD Tech I	87.00	130.50
	Senior Engineering Technician	158.00	158.00
	Engineering Technician	109.00	109.00
Resident Project Representative	**Senior Resident Project Representative**	152.00	152.00
	Resident Project Representative III	145.00	145.00
	Resident Project Representative II	128.00	128.00
	Resident Project Representative I	110.00	165.00
Administrative	**Administrative Manager**	110.00	110.00
	Administrative Coordinator III	102.00	102.00
	Administrative Coordinator II	96.00	144.00
	Administrative Coordinator I	79.00	118.50
	Project Coordinator III	103.00	154.50
	Project Coordinator II	91.00	136.50
	Project Coordinator I	79.00	118.50
	Technical Intern	75.00	112.50
	Senior Communication Specialist	108.00	108.00
	Graphic Designer	92.00	92.00
	Health & Safety Administrator	122.00	122.00
Survey	**Senior Survey Manager**	179.00	179.00
	Survey Manager	153.00	153.00
	Land Surveyor IV	147.00	147.00
	Land Surveyor III	138.00	138.00
	Land Surveyor II	126.00	126.00
	Land Surveyor I	116.00	116.00
	Remote Sensing Specialist	116.00	174.00
	Survey Technician IV	107.00	160.50
	Survey Technician III	100.00	150.00
	Survey Technician II	87.00	130.50
	Survey Technician I	73.00	109.50
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

Morrison Maierle
engineers - surveyors - planners - scientists

Standard Billing Rate Schedule
Rates Effective Thru
December 31, 2021

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$.754/mile
highway miles – Medium SUV	$.669/mile
highway miles - Small SUV	$.558/mile
highway miles - Sedan	$.582/mile
on-site mileage	$ .582/mile plus $5.00/hour
Private Vehicle	$.560/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D X 130 Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
sUAS Survey Drone	$400.00/day
Nuclear Density Meter	$10.00/hour, $35.00/day
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$50.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liabity insurance is included in the hourly rates of personnel.

Section 2. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

A. Approved Employee Meals, Lodging, Transportation

B. Premium Delivery Service (UPS, Federal Express, etc.)

C. Toll Communication Services (Telephone, Fax, etc.)

D. Supplies

E. Premiums for Special Insurance, Performance Bonds, etc.

F. Other Out-of-Pocket Expenses

G. Consultants

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than September 27, 2021, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (50% Design): November 2021
2. Preliminary Engineering Services (90% Design): January 2022
3. Final Engineering Services (100% Design): January 2022
4. Construction Services to be based on Contractor Schedule.

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.

Appendix F

Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

City Council Regular

Date:	09/27/2021
Title:	Assignment and Assumption of Lease Agreement
Presented by:	Kevin Iffland, Assistant City Administrator
Department:	City Hall Administration
Presentation:	No

RECOMMENDATION

Staff recommends that the City Council approves and the Mayor signs the Assignment and Assumption of Lease Agreement for the Miller Building.

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

The City of Billings has been leasing the Miller Building, 2825 3rd Ave. North, consisting of the entire 4th floor (9785 sq ft) portion of the 6th floor (4579 sq ft) and the 1st floor conference room since August 2013. The original lease was for a 5-year period with two successive options to renew and extend for 2 additional 3 year terms. In June 2021 an amendment to the lease agreement was made with Miller Trois, LLC:

The City desired to amend Lease to add termination option to Section 4 of Lease
The City desired to amend Lease to add obligations to Section 7 of Lease.
The City desired desires to amend Lease to add Surrender Obligations.
The City desired to exercise its second option to renew the Lease.

In September 2021 Yellowstone County purchased the property from Miller Trois, LLC. This Assignment is being made for the purposes of: (1) assigning the Lease from Miller Trois, LLC to Yellowstone County; (2) obtaining the City of Billings consent to the assignment; and (3) having Yellowstone County release Miller Trois, LLC from all future obligations and duties under the Lease from and after the date of the Assignment to Yellowstone County.

STAKEHOLDERS

City of Billings
Yellowstone County
Miller Trois, LLC

ALTERNATIVES

City Council may:

- Approve the Assignment and Assumption of Lease Agreement for the Miller Building; or,
- Not Approve Assignment and Assumption of Lease Agreement for the Miller Building and provide staff with direction.

FISCAL EFFECTS

There are no additional fiscal effects of the Assignment and Assumption of Lease Agreement. Currently, the monthly lease payment is $18,883, which would continue under the assignment and assumption.

Attachments

Miller Bldg Lease
Miller Bldg 1st Amend
Miller Bldg Lease Assumption

LEASE AGREEMENT

THIS LEASE is made and entered into this 11th day of March, 2013, by and between MILLER TROIS, LLC, a Montana limited liability company, of Billings, Montana, hereinafter referred to as "Lessor" and CITY OF BILLINGS, MONTANA, of Billings, Montana, hereinafter referred to as "Lessee".

WITNESSETH

1. **Premises and leasehold.** Lessor does lease, let and demise unto Lessee a portion of the commercial space and premises commonly known as 2825 Third Avenue North, Billings, Montana, further commonly known as the Miller Building, being that portion of the building particularly described as follows:

> The entire fourth floor (comprising approximately 9785 sq. ft.); that certain portion of the sixth floor (comprising approximately 4579 sq. ft.); and the first floor conference room, all as set forth on the floor plans attached hereto as Exhibit "A".

2. **Term.** The parties agree that the term of this lease shall be for a period of five (5) years, commencing August 1, 2013. Should the premises be sooner ready for occupancy by Lessee, by mutual agreement, Lessee may occupy the premises prior to the commencement of the five-year term, and shall pay rent for such prior occupancy on a pro-rated basis at the first-year rental rate.

3. **Rent.** Commencing August 1, 2013, or upon the sooner occupancy of the premises by Lessee as provided above, the annual rent shall be One Hundred Ninety-One Thousand Five Hundred Twenty and No/100 Dollars ($191,520.00), such that the monthly rent shall be Fifteen Thousand Nine Hundred Sixty and No/100 Dollars ($15,960.00). On August 1st of each successive year in the lease, including any option term or extension, the annual rent shall be increased by 2% above the rent paid in the preceding year, that is an annual 2% compounded rental escalation. The monthly rent shall be payable at Lessor's address set forth herein, and shall be due and payable in advance on the first day of each and every month during the duration of this lease.

4. **Options to Renew.** Lessee shall have two (2) successive options to renew and extend this lease for two (2) additional three-year extension terms, the first of which three-year option term shall commence August 1, 2018, and the second

three-year option term, provided the first option has been exercised, shall commence August 1, 2021. The option renewal shall be upon the same terms and conditions as herein contained, including the rental rate, provided that the rent shall be increased at the beginning and during each option term by the 2% annual increase as provided above. Lessee shall exercise each such option by written notice to Lessor at least sixty (60) days prior to the end of the current term.

5. **Parking.** Lessee, without further rent, shall be entitled to an allocation of twelve (12) assigned parking spaces in the building's north parking lot.

6. **Lessee Obligations.** Lessee does hereby covenant and agree with Lessor that Lessee shall:

a) Pay the rent at the time and place in the manner aforesaid;

b) Use and occupy the leased premises in a careful and proper manner;

c) Not commit any waste therein;

d) Not use or occupy the leased premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances and all rules, regulations, requirements and orders of all governmental authorities or agencies respecting the use and occupation of the leased premises;

e) Make no structural alterations or additions in or to the leased real estate premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld;

f) Permit Lessor to enter on the leased real estate premises at commercially reasonable times to examine the condition of the same;

g) Assume all risk of loss as to Lessee's own fixtures, contents and personal property, and in this regard, Lessee shall repair and maintain the same at Lessee's expense. Lessee shall insure all personal property and fixtures, not belonging to Lessor, situated on or in the demised premises against damage by fire or other casualty (all risk) in an amount sufficient to cover replacement or repair, with waiver of subrogation in favor of Lessor;

h) Not assign or sublet, in whole or in part, this lease or the leased premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld;

i) Pay all personal property taxes and license fees levied on its personal property and leasehold improvements situated upon the premises;

j) Provide and use chair mats under all rolling chairs such as to protect the carpet;

k) Lessee shall pay for its own replacement security badges from Fiserv, or its successors and assigns.

7. **Lessor Obligations.** Lessor covenants and agrees with Lessee that Lessor at Lessor's expense shall:

a) Pay all utility charges for heat (natural gas), lights (electricity) and water rendered to the leased commercial space;

b) Pay the real estate property taxes and special assessments on the leased real estate during the duration of this lease agreement;

c) Provide five-nights-per-week standard commercial janitorial service to the leased premises and common areas;

d) Maintain the interior and exterior of the leased premises including any glass in a safe condition, and as good condition in keeping with the same at the commencement of this lease. Lessor's obligation shall include normal and everyday building repairs, in addition to structural repairs and replacements, maintenance, janitorial, and exterior grounds maintenance including cleaning and snow removal. Lessor shall provide restroom supplies and products and light bulbs. Lessee shall repair and maintain Lessee's own personal property and fixtures.

8. **Restroom Remodel.** Prior to occupancy by Lessee, Lessor, at Lessor's expense, shall cause the restrooms on the sixth floor and the restrooms on the fourth floor to be remodeled and upgraded to current code and ADA compliance.

9. **Phone and Data Costs.** Lessee, at Lessee's expense, shall be responsible for its own data, internet and phone costs, including any wiring or improvements necessary toward that purpose. Any additional or upgraded data lineage to the building, which may be desired by Lessee or necessary for its intended usage of the premises, such as any dedicated service lines to the City Administration Building or otherwise, shall be the responsibility of, and at the sole expense of, Lessee.

10. **Signage.** Lessee, at Lessee's expense, shall be entitled to build and/or put up appropriate interior and exterior signage regarding its use and occupancy of the premises, with Lessor's prior consent and approval, which consent and approval shall be liberally granted.

11. **Liability Insurance.** Lessee shall obtain and maintain at all times during the duration of this lease, with a responsible insurer, naming Lessor as an additional covered party, comprehensive general liability insurance against loss or liability arising from the negligent acts or omissions of Lessee, its agents or employees resulting in personal injury or property damages, in the minimum amount of $1,000,000 per claim. Lessee shall indemnify, defend and hold Lessor, its owners, agents, employees, successors and assigns harmless from any loss, damage or liability, including attorney's fees and costs, resulting from any accident or occurrence on the premises which results from the negligent acts or omission of Lessee, its agents or employees as the same relates to the leased commercial space. Lessor shall at all times be entitled to demand and receive immediate written proof of such insurance coverage including such additional insured endorsement.

Lessor shall indemnify, defend, and hold Lessee and its agents, employees, successors, and assigns harmless from any loss, damage or liability, including attorney's fees and costs, resulting from any accident or occurrence on the premises which arises from the negligent acts or omissions of Lessor or its assigns, successors, agents, employees, contractors or subcontractors.

12. **Fixtures.** All fixtures and equipment which Lessee may install on the leased premises which are permanently affixed shall be and remain the property of Lessor at the end of this lease and shall not be removed by Lessee at the end of this lease or any renewal or extension hereof, provided, however, that any trade fixtures, shelving, display counters or the like, may be removed by Lessee at the end of this lease, provided that the condition of the premises shall be left in the same condition that existed at the commencement of the lease, reasonable wear and tear excepted.

13. **Default.** In the event Lessee fails to pay any rent due hereunder or fails to keep or perform any of the other terms or conditions hereof, or otherwise breaches this lease or defaults hereunder, then ten (10) days after written notice of default of the payment of rent, or thirty (30) days after written notice of any other default, Lessor may, if such default has not been corrected, declare Lessee's right of possession under this lease canceled, whereupon Lessee shall peaceably deliver possession of the premises, and in this regard, it shall be lawful for Lessor to enter upon the leased premises and again have, repossess and enjoy the same, as if this lease had not been made, without prejudice, however, to the rights of Lessor to recover from Lessee all rent retained under this lease. In cases of any such default and forfeiture of possession, Lessor may relet the leased premises for the remainder of said term for the highest rent reasonably obtainable and may recover from Lessee any deficiency between the amounts obtained and the rent herein reserved. Any specification of remedy herein shall not be exclusive, and either party shall have any remedy for breach of this lease allowed by law.

14. **Binding Effect.** It is agreed and understood that the provisions of this lease shall apply to and bind the heirs, executors, personal representatives, successors and assigns of the respective parties hereto as if in each provision particularly mentioned.

15. **Non-Waiver**. It is agreed that any failure or delay of Lessor to declare a default for breach of this lease, or assert any right hereunder, shall not operate as a bar or waiver to declare such default or assert such right in the future.

16. **Inspection and Intended Use.** Lessee acknowledges that Lessee has personally inspected and examined the property covered by this lease and that it is fit and proper for Lessee's intended usage. Lessee is thoroughly familiar with the same and acknowledges that Lessee is entering into this lease based upon Lessee's own examination, inspection and determinations. Except as otherwise expressly set forth in this agreement, Lessee rents the space as-is, and shall be responsible for Lessee's own desired upgrades, modifications and/or improvements to the leased property.

17. **Notice.** Any notice to be given pursuant to this lease may be served upon the party personally, or by regular first class or certified mail, directed to such party at its address below, or at such other address as notice in writing may be given, similarly served, and notice served by mail shall be deemed complete when deposited in the U.S. mail, postage prepaid. The addresses of the parties for notice purposes pursuant to this lease are as follows:

Lessor:

Miller Trois, LLC
Attn: Norman Miller
3507 Palisades Park Drive
Billings, Montana 59106

Lessee:

City of Billings
Attn: Candi Beaudry
P.O. Box 1178
Billings, MT 59103

18. **Interpretation.** The parties having substantially equal bargaining power, and equal opportunity for advice of legal counsel with regard to this lease, each party waives any right or rule of construction or interpretation that this lease be most strictly construed against the party furnishing or drafting the same.

19. **Holdover.** In the event that Lessee shall remain in possession of the premises upon expiration of the term of this lease, without said tenancy being terminated or term extended, the tenancy shall be deemed a month-to-month tenancy, upon the same terms as last herein contained until changed pursuant to the agreement of the parties or pursuant to law, which month-to-month tenancy may be terminated by either party upon thirty (30) days written notice to the other.

20. **Environmental.** Lessor shall be responsible for, and shall remain exclusively responsible for, the environmental condition of the real property as of the commencement of this lease. Lessee shall not cause or permit any hazardous waste or substance to be used, stored, generated or disposed of on or in the building or real estate upon which the building is situated. Each party shall be responsible for any environmental concerns or hazards caused by its own acts, and each shall abide by and follow all state and federal laws, rules and environmental regulations regarding the property, and each shall indemnify, defend and hold the other harmless, for or on account of all liability asserted or arising out of each party's actions, violations or negligence in this regard, or that of its owners, agents, officers, employees, successors or assigns.

21. **Attorney Fees and Costs.** In the event that either party may institute legal action for the enforcement or construction of any right, obligation, provision or covenant of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to costs of suit.

IN WITNESS WHEREOF, the parties have hereunto executed this lease the day and year first above written.

LESSOR

MILLER TROIS, LLC

By: _____
NORMAN F. MILLER
Manager

LESSEE

CITY OF BILLINGS, MONTANA

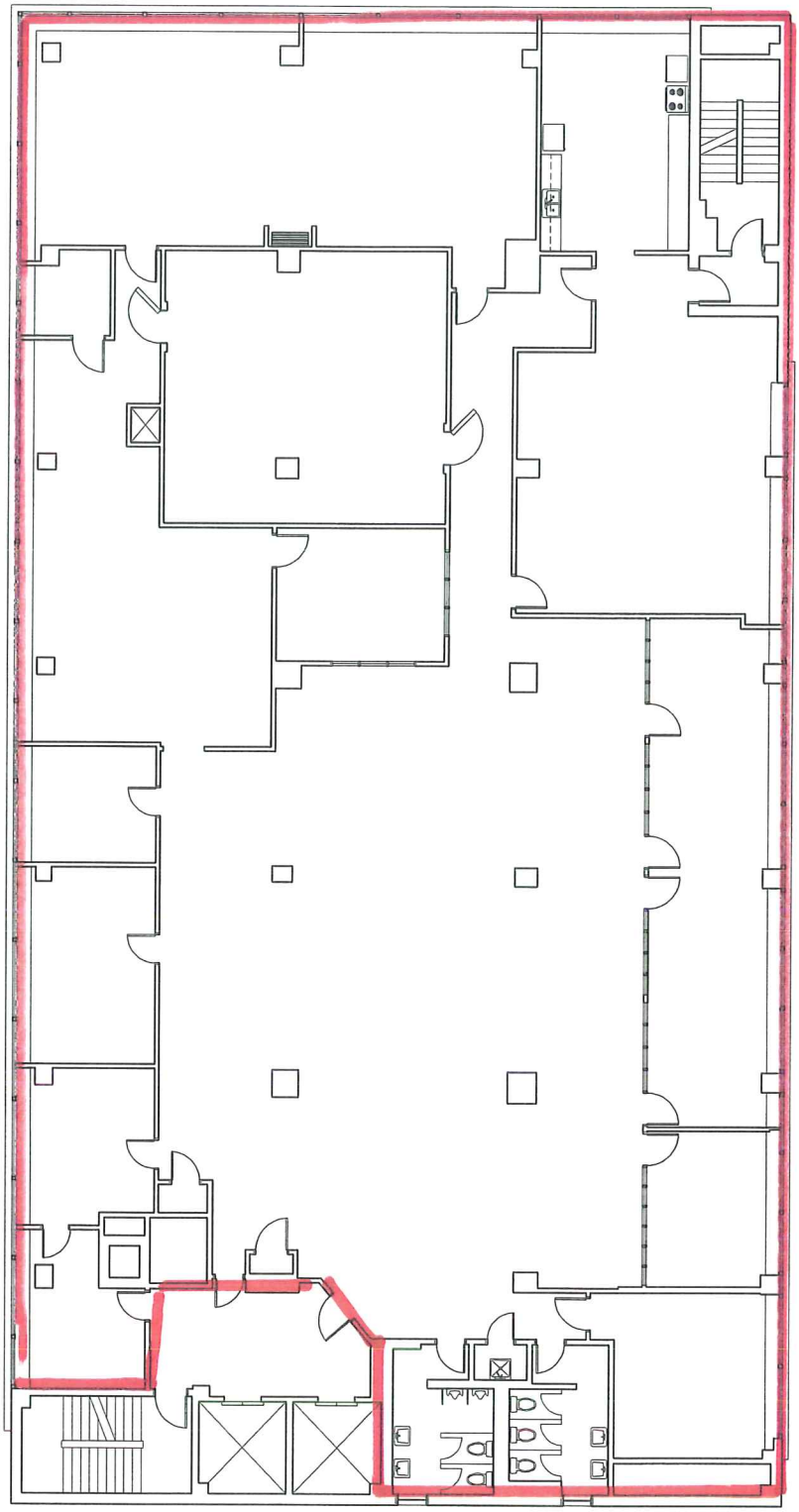
By: _____
THOMAS W. HANEL
Its Mayor

APPROVED AS TO FORM:

By: _____
BRENT BROOKS
Billings City Attorney

Exhibit A - USABLE SF exclusive to TENANT

1 A3.4 EXISTING 4th FLOOR PLAN
SCALE: 3/16" = 1'-0"



4th Floor

A3.4 EXISTING 4TH FLOOR PLAN

DESIGNLAB

AS-BUILT FLOOR PLANS FOR THE MILLER BUILDING

2825 3RD AVE. NORTH BILLINGS, MT 59101

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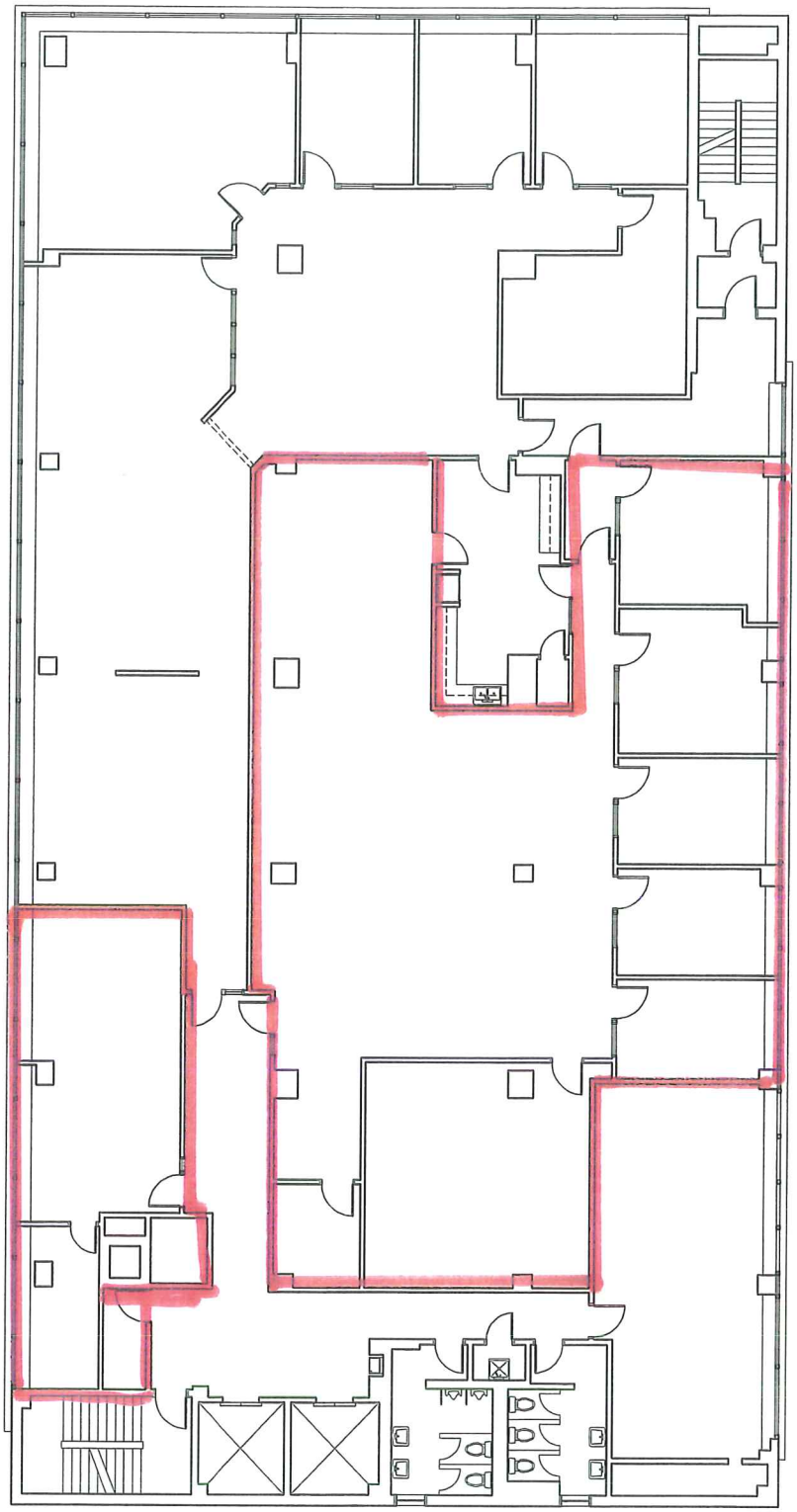
THESE PLANS AND PROPERTIES ARE THE PROPERTY OF DESIGNLAB ARCHITECTS, P.C. AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION OF DESIGNLAB ARCHITECTS, P.C.

PROJECT #: 1901
DATE: 1/30/19
DRAWN BY: CP
REVISIONS:

Exhibit A - p. 2



1 / A3.6 EXISTING 6th FLOOR PLAN
SCALE: 3/16" = 1'-0"

6th Floor

A3.6 | EXISTING 6TH FLOOR PLAN

DESIGNLAB

AS-BUILT FLOOR PLANS FOR THE MILLER BUILDING

2825 3RD AVE. NORTH BILLINGS, MT 59101

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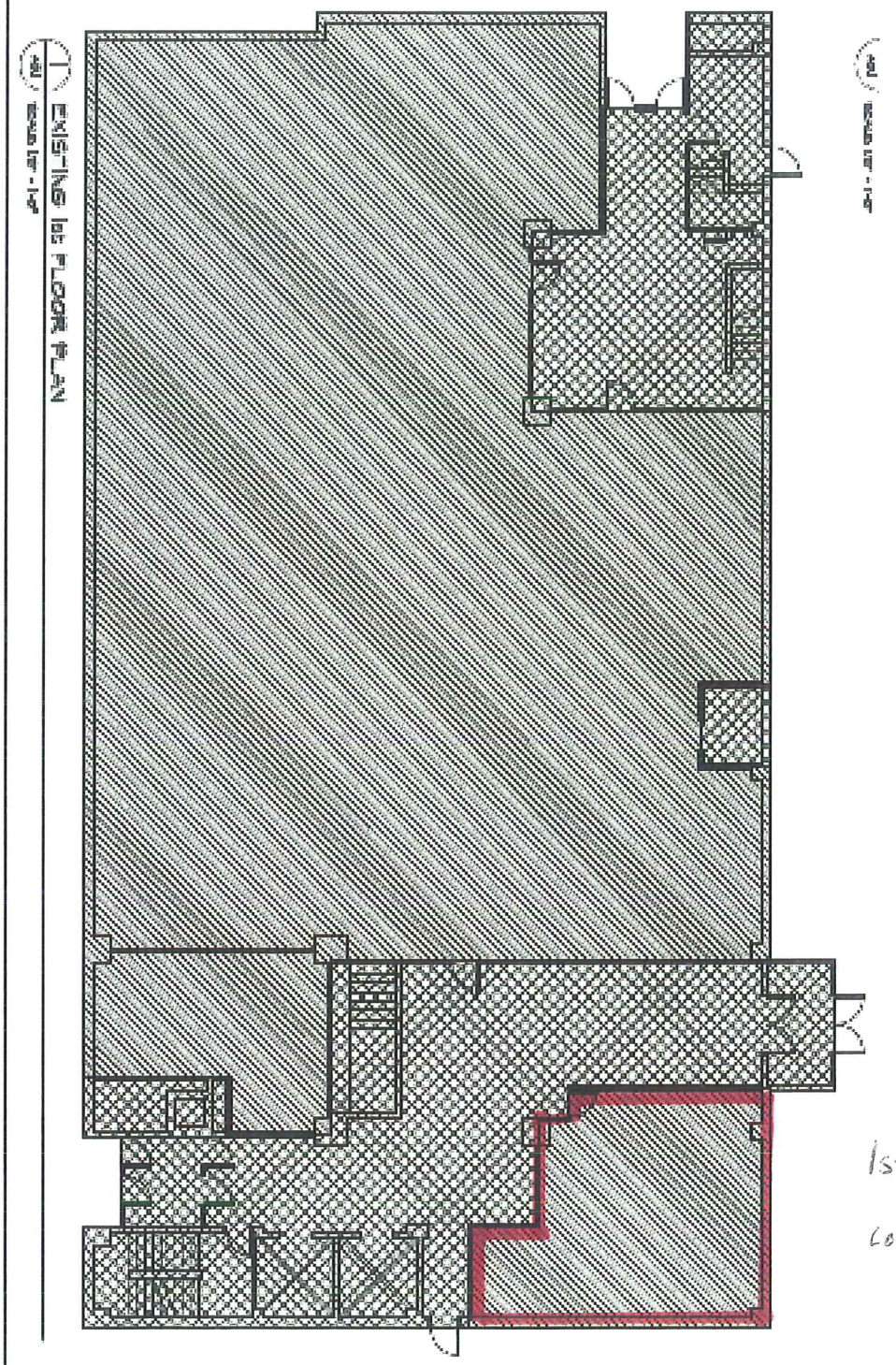
PROJECT #: 1901
DATE: 10/2/19
DRAWN BY: GF
REVISIONS:

Exhibit A p.3



1st Floor

conference room

DocuSign Envelope ID: DE3AF090-8489-4DB3-91EF-C668E44BEC38

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as this "First Amendment"), is made and entered into this _____ day of 6/28/2021, 2021, by and between MILLER TROIS, LLC, a Montana limited liability company, of Billings, Montana (hereinafter referred to as "Lessor"), and CITY OF BILLINGS, MONTANA, of Billings, Montana (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain LEASE AGREEMENT, dated 11th day of March, 2013 (collectively, the "Lease") and ADDENDUM TO LEASE AGREEMENT, dated 17th day of October, 2016 (collectively, the "Addendum"), whereby Lessee leased from Lessor certain space in the premises commonly known as 2825 3rd Avenue North, Billings, Montana (hereinafter referred to as "Miller Building") per Section 1 of Lease and Addendum.

WHEREAS, Lessor desires to amend Lease to add termination option to Section 4 of Lease.

WHEREAS, Lessor desires to amend Lease to add obligations to Section 7 of Lease.

WHEREAS, Lessor desires to amend Lease to add Surrender Obligations.

WHEREAS, Lessee desires to exercise its second option to renew the Lease.

AGREEMENTS

NOW, THEREFORE in consideration of mutual covenants contained herein, the mutual covenants hereinafter expressed, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the Lease is hereby amended, and the Lessor and Lessee hereto do hereby agree as follows:

1. **Lease Option Extension Agreement.** The Lessee now exercises its second option to renew the Lease for a 3-year extension term, and the second option extension term shall commence August 1, 2021, subject to the 2% annual rent increases, all as provided in paragraph 4 of said Lease.

2. **Section 4.1. Early Termination Option**. Lease is amended to add the new section as follows:

   Section 4.1 Early Termination Option. Effective October 31, 2022, Lessee shall have the option of terminating its tenancy with sixty (60) days written notice of such intent to exercise this option and a contemporaneous payment of a termination fee equal to three (3) months of rent due and payable to Lessor. Written notice of Lessee's option to terminate the lease will be given as set out in Section 17 of the Lease.

3. **Section 14 Binding Effect**. Lease is amended as follows:

   Section 14 Binding Effect. It is agreed and understood that the provisions of this lease shall apply to and bind the heirs, executors, personal representatives, successors and assigns of the

DocuSign Envelope ID: DE3AF090-8489-4DB3-91EF-C668E44BEC38

respective parties hereto as if in each provision particularly mentioned, provided however, that only the current Lessor named herein shall be liable for obligations accruing before the beginning of the current Term, and thereafter the original Lessor and each successive owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership. In the event of the transfer by the Lessor of the Lessor's interest in the Premises, the Lessor will be released and discharged from all obligations of the Lessor thereafter.

4. **Section 22 Surrender Obligations**. Lease is amended to add the following section:

Section 22 Surrender Obligations. Lessee agrees to surrender the Premises to Lessor at the expiration of the Term in as good a condition and state of repair as the Premises was upon Lessee's occupancy of the Premises under Lease; excepting ordinary wear and tear of any portion of the Premises.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment to Lease Agreement the day and year first written above.

LESSOR
MILLER TROIS, LLC

By: Norman F. Miller
NORMAN F. MILLER
MANAGER

LESSEE
CITY OF BILLINGS, MONTANA

DocuSigned by:
By: Chris Kukulski
57F140BA3A90465...
CHRIS A. KUKULSKI
CITY ADMINISTRATOR

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment") is made, entered into and effective as of September 30, 2021), by and between **MILLER TROIS, LLC,** a Montana limited liability company of Billings, Montana, ("**Assignor**"), **YELLOWSTONE COUNTY**, ("**Assignee**" or "**The County**") and **CITY OF BILLINGS, MONTANA**, of Billings, Montana, ("**Tenant**").

RECITALS

A. This Assignment and Assumption Agreement relates to a lease for a portion of a building at 2825 3rd Avenue North, Billings, Montana (hereinafter referred to as the Miller Building), pursuant to which Assignor the Landlord and City of Billings, Montana is the Tenant. The Lease is for the entire fourth (4th) floor (approximately 9,785 sq. ft) and a portion of the sixth (6th) floor (approximately 4,579 sq. ft) and a portion of the basement (approximately 522 sq. ft) of the Miller Building ("Premises"). A true and correct copy of the foregoing lease as amended and its addendum are attached hereto as Exhibit "A" (collectively the "Lease"). The Lease is dated March 11, 2013. Assignor and Tenant also executed: (a) an Addendum to the Lease dated October 17, 2016; (b) a Lease Option Extension Agreement dated February 28, 2018, and (c) a First Amendment to Lease Agreement dated June 28, 2021. The Lease and each of the foregoing are collectively referred to herein as the "Lease". Pursuant to the Lease, City of Billings, Montana is a Tenant in the Miller Building.

B. Assignor and Assignee are parties to a Purchase and Sale Agreement dated July 13, 2021, wherein Assignor is the Seller and Assignee is the Buyer. On September 1, 2021, Assignor sold the Miller Building to Assignee the "Sale". Pursuant to the Sale, Assignor as Seller sold and conveyed to Assignee as Buyer all of Assignor's right title and interest in and to all of the property known as the Miller Building, of which the Premises are a part. As a result of the Sale, Assignee became the Owner of the Miller Building and has become the Successor Landlord under the Lease.

C. This Assignment is being made for the purposes of: (1) assigning the Lease from Assignor to Assignee; (2) obtaining Tenant's consent to the assignment; and (3) having Assignee 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 September 1, 2021.

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 September 1, 2021. Tenant agrees that from and after September 1, 2021, Tenant shall look exclusively to Assignee as its Landlord.

5. Representations of City of Billings, Montana. The City of Billings, Montana, 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 beyond those in Exhibit A.

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 March 11, 2013, with an Addendum dated October 17, 2016, a Lease Option Extension Agreement dated February 28, 2018, and an amendment dated June 28, 2021. The Lease has an expiration date of July 31, 2024.

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.

11. Notice. Any Notice to be provided to the County as Landlord under Section 17 of the Lease shall be provided to:

Yellowstone County
Attn: County Commissioners
316 N. 26th Street
Stillwater Building, 3rd Floor
Billings, MT 59101

With a copy to:

Jeana R. Lervick
Chief In-House Deputy County Attorney
Yellowstone County
217 N. 27th Street
Billings, Montana 59101
(406) 256-2832
Fax (406) 256-6931

Any Notice to be provided to the City as Tenant under Section 17 of the Lease shall be provided to:

City of Billings
c/o City Administrator
210 North 17th Street
Billings, MT 59101

With a copy to:

City of Billings
c/o Gina Dahl
210 North 27th Street
Billings, MT 59101
dahlg@billingsmt.gov
406-657-8205

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR: MILLER TROIS, LLC

By: _____
NORMAN F. MILLER
Its: Manager

ASSIGNEE: YELLOWSTONE COUNTY BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

_____
Donald W. Jones, Chairman

_____
John Ostlund, Commissioner

_____
Denis Pitman, Commissioner

TENANT: CITY OF BILLINGS, MONTANA

By: _____
William A. Cole
Its: Mayor

APPROVED AS TO FORM:

By: _____
Gina Dahl
Billings City Attorney

EXHIBIT A
The Lease

City Council Regular

Date:	09/27/2021
Title:	Approval of State Highway Traffic Safety Grant in the Amount of $10,000
Presented by:	Jamie Wegner
Department:	Police
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve and accept the State Highway Traffic Safety Billings Selective Traffic Enforcement Program (STEP) overtime grant in the amount of $10,000 for the period of October 1, 2021, to September 30, 2022, and authorize the Mayor to sign the Standard Agreement.

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

The State of Montana, State Highway Traffic Safety Division, has awarded the City a $10,000 grant for deterrence of violations such as drinking and driving, speeding and lack or misuse of safety restraints. The grant will fund overtime for the officers involved in these traffic details. The grant begins on October 1, 2021, and ends September 30, 2022. Staff requests that the City Council approve and accept this grant.

ALTERNATIVES

City Council may:

- Approve the Standard Agreement for traffic enforcement funding; or,
- Not Approve the Standard Agreement for traffic enforcement funding, which would eliminate overtime funding for specialized traffic checkpoints and details.

FISCAL EFFECTS

There is no financial impact to the City as there is no City match required for this grant.

City Council Regular

Date:	09/27/2021
Title:	Billings Public Library Donation
Presented by:	Gavin Woltjer
Department:	Library
Presentation:	No

RECOMMENDATION

Staff recommends that the City Council accept the donation to the Billings Public Library.

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

The Billings Public Library Teen Tech Lab has received $5,000 and $1,000 from Humanities Montana, earmarked for specific projects and book kits.

ALTERNATIVES

City Council may:

- Approve the donation; or,
- Not Approve the donation

FISCAL EFFECTS

There is no budgetary impact.

City Council Regular

Date:	09/27/2021
Title:	W.O. 20-23 Solid Waste Container Storage Facility, Underground Easement to NorthWestern Energy
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that Council approve an underground electric powerline easement granted to Northwestern Corporation (DBA NorthWestern Energy) for the W.O. 20-23: Solid Waste Container Storage Facility.

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

W.O. 20-23: Solid Waste Container Storage Facility involves constructing a new building at 4854 Midland Road to store plastic waste containers. This building is located south of the existing Billings Operations Center on the parcel recently purchased by the City and is currently under construction. The new building will have lights and electrical outlets so a new electrical service is needed from NorthWestern Energy (NWE). The new service line will come off of the main transmission line located along South Billings Blvd. NWE has requested a 10-foot easement to install the underground line from an existing pole, across City property, to the new transformer that will feed the new building. The easement location does not impede the use of the City property. The easement document is attached to this council memo.

ALTERNATIVES

City Council may:

- Approve the proposed 10-foot underground easement to NWE for the new service line feeding a new Solid Waste container storage building; or,
- Not approve the easement, which will prohibit NWE from installing the new electrical service and will leave the new building without electricity.

FISCAL EFFECTS

As stated in the attached easement document, the easement is granted in consideration of $1.00 and other good and valuable consideration.

Attachments

NWE Easement

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

UNDERGROUND ELECTRIC POWERLINE EASEMENT

CITY OF BILLINGS, a government entity, of PO Box 1178, Billings, MT 59103, hereinafter referred to as "Grantor", in consideration of $1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, D/B/A NORTHWESTERN ENERGY**, 11 East Park Street, Butte, MT 59701-1711, hereinafter referred to as "Grantee", and to its successors, assigns and apportionees, an underground easement up to ten feet (10') in width, upon which to construct, operate, maintain, replace, upgrade, and remove an underground electric powerline, transformer and necessary appurtenances that may extend beyond the easement width, over, under, along and across that certain real property located in **Yellowstone County, Montana**, and particularly described as follows:

TOWNSHIP 1 SOUTH, RANGE 26 EAST, M.P.M., Yellowstone County, Montana

Section 17: That portion of the N2N2N2SE4 of said section, in the City of Billings, Montana, on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 3961824

As described on Exhibit "A", attached hereto and made a part hereof.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the powerline, communications system, transformers, pedestals, and necessary appurtenances. The Grantee may temporarily use additional working space as needed adjacent to the easement during construction.

GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

DATED this _____ day of _____, 20___.

GRANTOR: CITY OF BILLINGS, a government entity

By: _____
Signature Print Title

Acknowledgements appear on following page

STATE OF _____)
)**ss.**
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__,

by_____the_____of
CITY OF BILLINGS, a government entity

(NOTARY SEAL)

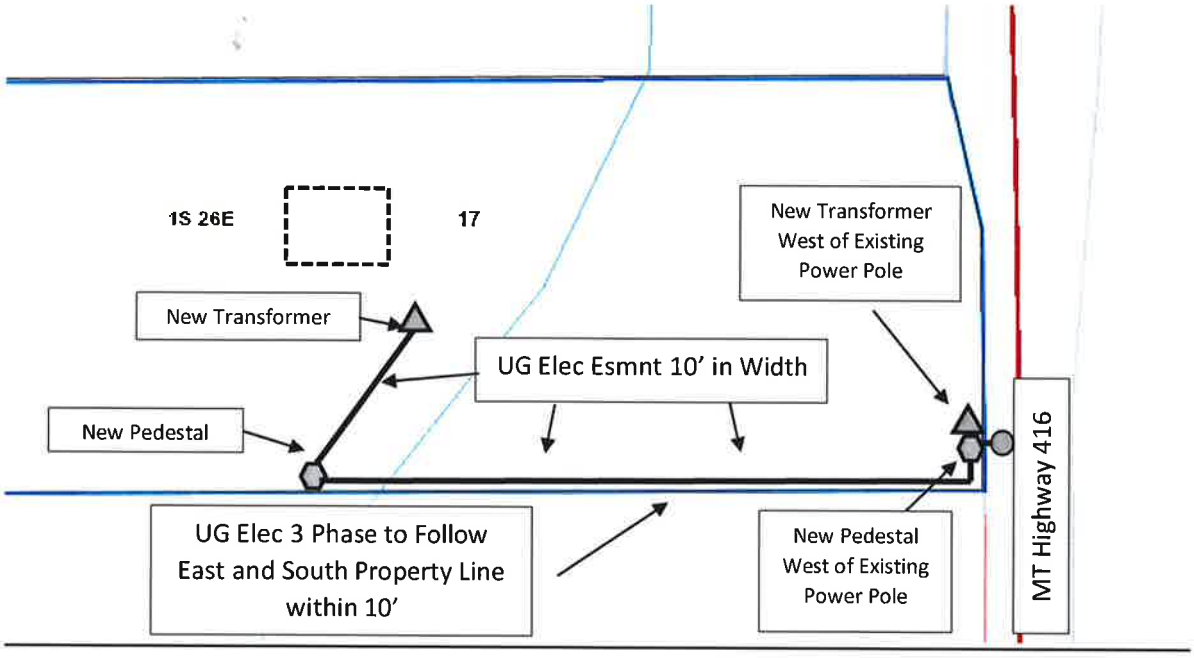
Notary Signature:_____
Notary Print Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____, 20__

Project: UG PLine/City of BLGS
Agent: C. Montgomery/T. Morton
SAP No.: 24131904-1020
Qrm# _____

Exhibit "A"

The following is made a part of that certain Underground Electric Powerline Easement dated _____ by and between CITY OF BILLINGS, a government entity, of PO Box 1178, Billings, MT 59103, hereinafter known as"Grantor" and Northwestern Corporation, a Delaware corporation, D/B/A NorthWestern Energy, hereinafter known as "Grantee".

All distances, areas and measurements shown below are approximate and not to scale.



<u>Township 1 South, Range 26 East, M.P.M., Yellowstone County, MT</u>

Section 17: That portion of the N2N2N2SE4 of said section, in the City of Billings, Montana, on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 3961824

City Council Regular

Date:	09/27/2021
Title:	Copper Ridge Subdivision, 8th 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 Copper Ridge Subdivision, 8th Filing.

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

On September 2, 2021, Sanderson Stewart applied for final major plat approval for Copper Ridge Subdivision, 8th Filing. The proposed subdivision creates 76 lots for residential development. The subject property is located North of Rimrock Road and west of 70th Street West. The property is zoned Suburban Neighborhood 3 (N3).

ALTERNATIVES

The City Council may approve, conditionally approve or deny the final plat of Copper Ridge Subdivision, 8th 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.

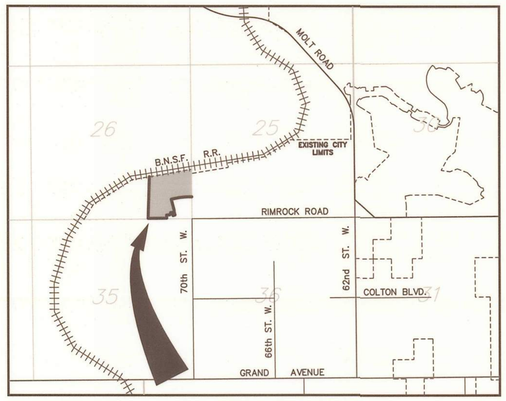
Staff finds the final plat meets the criteria outlined in 76-3-611 above.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

Attachments

Final Plat
SIA
Conditions of Approval



VICINITY MAP

NOT TO SCALE

PLAT OF
COPPER RIDGE SUBDIVISION, 8th FILING

BEING LOT 10 IN BLOCK 3 AND LOT 10 IN BLOCK 5 OF COPPER RIDGE SUBDIVISION, 7TH FILING SITUATED IN THE SE1/4 OF SECTION 26, T. 1 N., R. 24 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : COPPER RIDGE WEST, INC

APRIL 2021

PREPARED BY : SANDERSONSTEWART

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 the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

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 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.

DATED: _____

Reviewed by: _____

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 COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF COPPER RIDGE SUBDIVISION, 8th 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: _____
Mayor

Attest: _____
City Clerk

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

Document No.: _____

STORM WATER DETENTION EASEMENT

Document No.: _____

STORM WATER DRAINAGE EASEMENT

Document No.: _____

TEMPORARY STORM WATER DRAINAGE EASEMENT

Document No.: _____

TEMPORARY TURNAROUND EASEMENT

Document No.: _____

RESERVED FOR CLERK AND RECORDER

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That COPPER RIDGE WEST, INC., the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the SE1/4 of Section 26, T. 1 N., R. 24 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

LOT 10 IN BLOCK 3 AND LOT 10 IN BLOCK 5 OF COPPER RIDGE SUBDIVISION, 7TH FILING, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3863929.

The park requirement for this subdivision has been met by a cash-in-lieu donation in the amount of $_____.

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 COPPER RIDGE SUBDIVISION, 8th FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

COPPER RIDGE WEST, INC., a Montana corporation

By: Gary Oakland

Title: PRESIDENT

STATE OF MONTANA)
:ss
County of Yellowstone)

On this 1 day of September, 2021, before me, the undersigned Notary Public for the State of Montana, personally appeared Gary Oakland, known to me to be the person who signed the foregoing instrument as President of COPPER RIDGE WEST, INC., 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 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 April 2021, a survey was performed under his supervision of a tract of land to be known as COPPER RIDGE SUBDIVISION, 8th 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 35.9939 acres and the net area is 31.5266 acres.

SANDERSON STEWART

By: Michael Dean Bertram

Montana License No. 18972LS

Date: August 30, 2021

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

PLAT OF

COPPER RIDGE SUBDIVISION, 8th FILING

BEING LOT 10 IN BLOCK 3 AND LOT 10 IN BLOCK 5 OF COPPER RIDGE SUBDIVISION, 7TH FILING

SITUATED IN THE SE1/4 OF SECTION 26, T. 1 N., R. 24 E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : COPPER RIDGE WEST, INC

PREPARED BY : SANDERSON STEWART

APRIL, 2021

BILLINGS, MONTANA

NORTH

50 25 0 50 100

SCALE:1" = 50'

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 THIS SUBDIVISION IS −0°12'11". DISTANCES ARE INTERNATIONAL FEET. THE GRID TO GROUND COMBINED SCALE FACTOR IS 0.99998925; FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- ○ FOUND SURVEY MONUMENT, REBAR WITH "SANDERSON STEWART" PLASTIC CAP.
- □ FOUND BRASS CAP IN CAST IRON MONUMENT BOX.
- 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.
- (A) NEW 8' WIDE UTILITY EASEMENT (TYP.)
- (B) NEW 5' WIDE STORM WATER DRAINAGE EASEMENT (TYP.)

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

CURVE TABLE			
Curve #	Delta	Radius	Length
C1	88°37'53"	10.00'	15.47'
C2	91°51'34"	10.00'	16.03'
C3	89°35'00"	10.00'	15.64'
C4	90°26'58"	10.00'	15.79'
C5	89°49'39"	10.00'	15.68'
C6	90°10'40"	10.00'	15.74'
C7	21°48'11"	28.00'	10.66'
C8	8°38'24"	54.50'	8.22'
C9	47°12'18"	28.00'	23.07'
C10	90°00'00"	10.00'	15.71'
C11	86°37'41"	10.00'	15.12'
C12	96°59'45"	10.00'	16.93'
C13	96°59'45"	10.00'	16.93'
C14	79°51'16"	10.00'	13.94'
C15	95°15'26"	10.00'	16.63'
C16	40°00'44"	10.00'	6.98'
C17	40°00'44"	10.00'	6.98'
C18	7°30'20"	108.00'	14.15'

BNSF RAILROAD RIGHT-OF-WAY

N 79°27'42" E 792.60'

N 01°52'01" E 1310.69'

COPPER RIDGE SUBDIVISION, 7TH FILING LOT 15, BLOCK 3

15A
773,712 SF
– BLOCK 3 –

RESERVED FOR CLERK AND RECORDER

1410.56'

RIGHT-OF-WAY DEDICATION 1,334 SF

EXISTING 55' TEMPORARY TURNAROUND EASEMENT, VACATED WITH THIS PLAT.

BRONZE BOULEVARD DEDICATED PUBLIC RIGHT-OF-WAY

COPPER BEND BOULEVARD DEDICATED PUBLIC RIGHT-OF-WAY

SUNSET DRIVE DEDICATED PUBLIC RIGHT-OF-WAY

COPPER BEND BLVD

70TH STREET WEST

TEMPORARY TURNAROUND EASEMENT

Δ=0°52'00" R=5030.50' L=76.08' CHORD S01°26'00"W 76.08'

COPPER RIDGE SUBDIVISION, 7TH FILING BLOCK 2

SHEET 2 OF 3

16064_10_CR_8TH_FINALPLAT.DWG 16064.10 08/30/21 PBK/MDB

PLAT OF

COPPER RIDGE SUBDIVISION, 8th FILING

BEING LOT 10 IN BLOCK 3 AND LOT 10 IN BLOCK 5 OF COPPER RIDGE SUBDIVISION, 7TH FILING
SITUATED IN THE SE1/4 OF SECTION 26, T. 1 N., R. 24 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : COPPER RIDGE WEST, INC

APRIL, 2021

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

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 THIS SUBDIVISION IS −0°12'11". DISTANCES ARE INTERNATIONAL FEET. THE GRID TO GROUND COMBINED SCALE FACTOR IS 0.99998925; FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

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50 25 0 50 100

SCALE:1" = 50'

CURVE TABLE			
Curve #	Delta	Radius	Length
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C16	40°00'44"	10.00'	6.98'
C17	40°00'44"	10.00'	6.98'
C18	7°30'20"	108.00'	14.15'

LINE TABLE		
Line #	Bearing	Distance
L1	S 43°25'27" W	8.92'

TRACT A CERTIFICATE OF SURVEY No. 1651

RESERVED FOR CLERK AND RECORDER

16064_10_CR_8TH_FINALPLAT.DWG — ~~16064.10~~ — 08/30/21 PBK/MDB

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

COPPER RIDGE SUBDIVISION, EIGHTH FILING

CITY OF BILLINGS

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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
COPPER RIDGE SUBDIVISION, EIGHTH FILING

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between **COPPER RIDGE WEST, INC.,** whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plat of Copper Ridge Subdivision, Eighth Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the 25th day of September, 2018, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Copper Ridge Subdivision, Eighth Filing, and

WHEREAS, at a regular meeting held on the 22nd day of October, 2018, the City Council approved, subject to certain conditions, a preliminary plat of Copper Ridge Subdivision, Eighth 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 Copper Ridge Subdivision, Eighth 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

Subdivider requests no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required 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 could contain wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to this area could be found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.

C. Lot owners should be aware that there is a Declaration of Restrictions and Protective Covenants recorded in conjunction with this subdivision, which outlines additional requirements specific to this subdivision design.

D. Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for the Eighth Filing.

E. Lot owners shall be advised that land in proximity to the northern boundary of Copper Ridge Subdivision is a right-of-way owned by the Burlington Northern Santa Fe Railroad, upon which they actively operate a transportation business. The noise from moving trains is clearly audible in the subdivision.

This activity is protected by state law and can be expected to continue indefinitely. Subdivider, for itself and all successor owners of property within Copper Ridge Subdivision, hereby waives any right to object and/or protest the noise created by normal operation of trains running along the railway, acknowledges that the railroad right-of-way is private property, and further acknowledges that Copper Ridge Subdivision and successor owners of lots within the subdivision have an affirmative duty to stay off the Burlington Northern Santa Fe Railroad property and to keep children, guests, and invitees off the property.

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. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

H. Certain lots as shown on the final plat of Copper Ridge Subdivision, Eighth Filing contain storm water drainage easements with a drainage swale along property lines. This storm water drainage easement and drainage swale is for conveying storm water and shall not be altered in any way to inhibit the conveyance of storm water. It shall be the lot owners' responsibility to maintain and perpetuate this storm water swale, as a fully functional swale.

I. The lowest finished 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. Higher finished floor elevations shall be required on a lot by lot basis, as noted on the final plat.

J. The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to

provide sufficient swales and drainage away from window wells, and meet applicable building codes for drainage requirements.

K. The developer and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

Right-of-way widths. Copper View Way, Shiny Penny Way, Copper Sunset Drive, Copper Bend Boulevard, and Bronze Boulevard, shall be 56-foot rights-of-way. 70th Street West shall be located in a previously dedicated 61-foot right of way. Rimrock Road is classified as a collector east of 70th Street West. A 74-foot wide right of way has previously been dedicated for Rimrock Road across the frontage of the property.

Pavement widths. Copper View Way, Shiny Penny Way, Copper Sunset Drive, Copper Bend Boulevard, and Bronze Boulevard shall be 34 feet back of curb to back of curb. 70th Street West shall be completed on the west side to a back of curb width of 39 feet with Eighth Filing. These 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, city subdivision regulations, and Uniform Building Code. No street improvements will be constructed on Rimrock Road west of 70th Street West at this time.

B. Sidewalks

City and Subdivider agree that developer will install handicap accessibility ramps at time of private contract construction. Subdivider shall install a 5-foot wide boulevard sidewalk along the frontage of Lot 9, Block 3 of Copper Ridge Subdivision, Seventh Filing, between Lots 10A and 11, Block 3 of Copper Ridge Subdivision, Eighth Filing, at the time of private contract construction. No additional boulevard sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot-wide boulevard sidewalks.

C. Street Lighting

Construction or installation of streetlights in subdivision shall not be required at this time, but streetlights are included in the Waiver, which also includes a maintenance district for street light energy and maintenance.

D. Traffic Control Devices

1. 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.

2. Street name signs shall be installed at all intersections.

3. The City and Subdivider agree that the Subdivider will make cash contributions to improvements at the following intersections:

Rimrock Road/62nd Street West	11.17%
Grand Avenue/70th Street West	7.89%
70th Street West/Colton Boulevard	9.04%

The percentages are based on 378 total lots in the subdivision. Each filing will contribute their proportionate share of the contributions.

The amount and timing of these contributions shall be as outlined below. These contributions represent a fair and equitable amount based on subdivision traffic using these intersections and may be used by the City for design and construction of geometric improvements, auxiliary turn lanes, or intersection controls such as traffic signals or roundabouts, at these intersections. Improvements will not be constructed until the City determines they are needed and the timing and extent of the improvements shall be at the City's sole discretion.

The amount of the contributions for the Rimrock Road/62nd Street West, Grand Avenue/70th Street West, and 70th Street West/Colton Boulevard intersections shall be as follows:

Rimrock Road/62nd Street West	2.22%	$5,550.00
Grand Avenue/70th Street West	1.57%	$3,925.00
70th Street West/Colton Boulevard	1.79%	$4,475.00

The contributions for Copper Ridge Subdivision, Eighth Filing shall be made prior to final plat approval. No building permits will be issued until Subdivider has made the cash contribution to the City.

It is anticipated that Lot 15A, Block 3 will be developed with a future separate filing of the subdivision. Any cash contribution attributable to Lot 15A, Block 3 shall be included with a future subdivision. The contribution may be apportioned over the various phases based on the amount of traffic each is expected to generate. No building permits shall be issued for Lot 15A, Block 3 until payment has been made for the phase being developed at that time.

E. Access

Access will be provided in four locations for the subdivision. Extension of Copper Sunset Drive, Copper View Way, Shiny Penny Way, 70th Street West will provide access

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies the BNSF Railroad right of way adjacent to the subdivision as a potential future trail alignment. As such, a potential future trail alignment is nearby to this subdivision; therefore, City and the Subdivider agree that no additional trails will be required with this subdivision.

G. 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 two existing locations. The Copper Ridge Subdivision, Eighth Filing, will complete a street connection from Copper Sunset Drive and from 70th Street West. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department.

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 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 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

A. All storm drainage improvements shall comply with the provisions of Chapter 28, BMCC, and shall be in accordance with the recommendations of an approved storm drain study to be submitted to the City of Billings Engineering Department by the Subdivider. The stormwater in the subdivision will be managed on-site through surface flow on the streets, inlets, piping, and stormwater detention facilities. The stormwater design for Copper Ridge Subdivision, Eighth Filing, will conform to the current City of Billings Stormwater Management Manual and be reviewed by the City of Billings Public Works Department.

B. The developer will construct one detention basin along the southern boundary of the subdivision. The developer will construct one detention facility with this filing located on Lot 9, Block 3. The remaining detention facilities will be constructed with future filings. The detention facilities will be located on Home Owner's Association (HOA) owned lots and shall be operated and maintained by the HOA. The stormwater detention facilities will have an outlet to Rimrock Road and be piped to a City of Billings owned stormwater management facility located near the intersection of 62nd Street West and Rimrock Road via the Birely Drain.

i. The Subdivider may direct runoff from this filing and future filings to the City of Billings stormwater management facility located near the intersection of Rimrock Road and 62nd Street West. The City of Billings will review the stormwater storage provided on-site to ensure compliance with the City of Billings Stormwater Management Manual (SWMM). The Subdivision will be required to retain, or provide treatment, of the water quality volume/flow on-site in accordance with the SWMM.

ii. All required stormwater storage for the subdivision will be provided on-site. Therefore, no off-site stormwater contributions to the City of Billings stormwater management facility will be required.

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.

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/to water mains and sanitary sewers to the Public Works Department, Engineering Division. 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 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 and regulations of, and as approved by, the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

Service to the subdivision will be provided from the existing 12-inch water main stub located at the intersection of 70th Street West and Copper Sunset Drive and 8-inch stubs at Copper View Way, Shiny Penny Way, Copper Bend Boulevard, and Bronze Boulevard. The Subdivider will extend the existing 12-inch water main from the existing terminus at 70th Street West/Copper Sunset Drive west along Copper Sunset Drive to the intersection with Copper Bend Boulevard, then south along Copper Bend Boulevard to the intersection with Shiny Penny Way, then west along Shiny Penny Way to future filings of the subdivision. Bronze Boulevard, Copper Bend Boulevard north of Copper Sunset Drive and Copper View Way shall extend 8-inch diameter water mains. No water main will be installed in Rimrock Road west of 70th Street West at this time.

Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that 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 City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department.

B. Sanitary Sewer

Service to the subdivision will be from the existing 8-inch sanitary sewer stubs located in Copper View Way, Shiny Penny Way, Copper Sunset Drive, Copper Bend Boulevard, Bronze Boulevard, and 70th Street West. No sanitary sewer main will be installed in Rimrock Road west of 70th Street West with this subdivision, but is anticipated to be extended to the west from the intersection of 70th Street West and Rimrock Road with future filings.

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 service. 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.

Improvements noted herein shall include, but not be limited to, any and all interim improvements that may be deemed necessary due to phased or partial construction.

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 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

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002.B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Eighth Filing has a total of 74 residential lots, requiring a parkland dedication of 1.514 acres. The Subdivider will make a cash in-lieu contribution for the 1.514 acres in lieu of parkland dedication.

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the on-site stormwater drainage facilities located on Lot 19, Block 1 and Lot 9, Block 3, Copper Ridge Subdivision Seventh Filing. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for Copper Ridge Subdivision, 8th Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated August 1, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction. There are variable soil conditions throughout the Subdivision, and the potential exists for collapsible soils within the Subdivision.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a private contract 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 private contract, and the improvements shall be installed as approved by the City Engineering Department and Public Works Department, Distribution and Collection Division.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two year 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. 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" **COPPER RIDGE WEST, INC.**

By: _____

Its: PRESIDENT

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 **COPPER RIDGE WEST, 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.

_____
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
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:

Copper Ridge Subdivision, Eighth Filing

Signed and dated this 1 day of September, 2021.

COPPER RIDGE WEST, INC.

BY: _____, PRESIDENT

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 1 day of September, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Gary Oakland, known to me to be the person who signed the foregoing instrument as the President of **COPPER RIDGE WEST, INC.**, and who acknowledged to me that said company 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 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 for and for the State of Montana
Printed Name: Heather Lewis
Residing at: Laurel, MT
My commission expires: Feb 6, 2022

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

October 22, 2018

Copper Ridge West Inc.
175 N 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On October 22, 2018, the Billings City Council conditionally approved the preliminary plat of Copper Ridge Subdivision, 8th Filing subject to the following conditions of approval:

1. To minimize the effects on local services and protect the health and safety of future residents, prior to final plat approval the applicant will submit to City Engineering for review and approval of the proposed water, sewer and storm water infrastructure to be used in Copper Ridge 8th Filing.
2. To minimize effects on local services and to provide for sidewalks throughout the proposed subdivision, prior to final plat approval the applicant will include language in the SIA that states the developer will be responsible for installing sidewalk along the road frontage of Lot 9, Block 3 in the subdivision.
3. To ensure correct procedure for providing a cash in lieu contribution, prior to final plat approval the applicant will follow the Billings Subdivision Regulations Section 23-1006 to determine the correct procedure and amount of the contribution to the City for park land cash contribution.
4. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
5. 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.
6. 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@ci.billings.mt.us .

Sincerely,

William A Cole

William A. Cole, Mayor

Pc: Sanderson Stewart

City Council Regular

Date:	09/27/2021
Title:	Payment of Claims for week of August 23, 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 $2,442,193.41 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 08232021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845504	A & I Distributors	Airport	$ 2,371.22	Invoice #3661209. 3 Barrels of Oil for Operations
08/23/2021	845504	A & I Distributors	Fleet	$ 2,339.75	3656267 PO NUM 312779
08/23/2021	845504	A & I Distributors	Fleet	$ 2,153.68	3662214 PO NUM 312779
08/23/2021	845504	A & I Distributors	Fleet	$ 399.80	3662862 PO NUM 312779
08/23/2021	845504	A & I Distributors	Public Safety	$ 39.79	3656267
08/23/2021	845504	A & I Distributors	Public Safety	$ 39.79	3662214
08/23/2021	845504	A & I Distributors	Public Safety	$ 93.50	FIRE 1: 55 GALLONS DEF DELIVERED, EMPTY DRUM PICKED UP
08/23/2021	845504	A & I Distributors	Solid Waste	$ 39.79	3656267
08/23/2021	845504	A & I Distributors	Solid Waste	$ 40.35	3662214
08/23/2021	845504	A & I Distributors	Solid Waste	$ 1,225.64	330 GAL DEF TOTE. 55G PURUS RED ELC 5050
08/23/2021	845504	A & I Distributors	Solid Waste	$ 561.00	330 GAL DEF TOTE. Collections.
08/23/2021	845504	A & I Distributors	Solid Waste	$ 561.00	330 GAL DEF TOTE. Landfill.
08/23/2021	845504	A & I Distributors	Solid Waste	$ 1,361.50	55G PORUS DT 30W 104 PIN17176 B
08/23/2021	845504	A & I Distributors	Solid Waste	$ 617.73	5G S Oamala - Landfill.
08/23/2021	845504	A & I Distributors	Street/Traffic	$ 40.34	3656267
08/23/2021	845504	A & I Distributors	Street/Traffic	$ 39.79	3662214
08/23/2021	845504	A & I Distributors	Transit	$ 439.45	3655860 PO NUM 312779. Purus Red ELC 5050
08/23/2021	845504	A & I Distributors	Transit	$ 957.78	3662411 PO NUM 312779. 220 Qts. Purus 15W40 Oil
08/23/2021	845504	A & I Distributors	Transit	$ 93.00	Invoice #3655744. Spent Antifreeze
08/23/2021	845504	A & I Distributors	Water	$ 368.70	WATER PARTS AND SUPPLIES PO NUM 312874
08/23/2021	845512	AT & T Corp	Airport	$ 660.71	Airport -Added three new Police lines
08/23/2021	845512	AT & T Corp	Building	$ 45.20	BUILDING, BECKY KLEIN
08/23/2021	845512	AT & T Corp	Building	$ 509.66	PW-Building Cell Phones
08/23/2021	845512	AT & T Corp	Building	$ 361.26	PW-Building Tablets (Planning)
08/23/2021	845512	AT & T Corp	CDBG	$ 145.68	Comm Dev Dina Harmon, Carly Collings and Tam Rodier
08/23/2021	845512	AT & T Corp	Court Grants	$ 211.83	Muni Court DC
08/23/2021	845512	AT & T Corp	Engineering	$ 104.52	Engineering Tablets
08/23/2021	845512	AT & T Corp	Engineering	$ 101.30	PW-Engineering Cell Phones and MiFi
08/23/2021	845512	AT & T Corp	Engineering	$ 78.09	PW-Engineering Cell Phones and MiFi
08/23/2021	845512	AT & T Corp	Facilities	$ 122.04	Facilities BOC Plus 70% of 406-672-3027
08/23/2021	845512	AT & T Corp	Facilities	$ 103.96	Facilities City Hall Plus 30% of 406-672-3027
08/23/2021	845512	AT & T Corp	Facilities	$ 34.84	Facilities iPad
08/23/2021	845512	AT & T Corp	Facilities	$ 90.40	Facilities -Jessica and John
08/23/2021	845512	AT & T Corp	General	$ 95.75	City Attorney -Legal
08/23/2021	845512	AT & T Corp	General	$ 283.39	Code Enforcement
08/23/2021	845512	AT & T Corp	General	$ 31.34	Code Enforcement

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845512	AT & T Corp	General	$ 45.51	Legal Dept -Domestic Violence
08/23/2021	845512	AT & T Corp	General	$ 45.51	Municipal Court
08/23/2021	845512	AT & T Corp	General	$ 122.43	Parks Seasonal and Rec Seasonal
08/23/2021	845512	AT & T Corp	General	$ 321.44	PRPL - Recreation Division
08/23/2021	845512	AT & T Corp	General	$ 139.36	REC Tablets
08/23/2021	845512	AT & T Corp	IT Resources	$ 50.54	IT Department -On call Phone -added hotspot
08/23/2021	845512	AT & T Corp	Library	$ 241.62	Library
08/23/2021	845512	AT & T Corp	Library	$ 107.31	Library Out Reach
08/23/2021	845512	AT & T Corp	P.W. Admin	$ 27.43	PWBLKNP OFFICE -60/40
08/23/2021	845512	AT & T Corp	P.W. Admin	$ 41.15	PWBLKNP OFFICE -60/40
08/23/2021	845512	AT & T Corp	Park Dist 1	$ 636.12	Parks Dept.
08/23/2021	845512	AT & T Corp	Park Dist 1	$ 87.45	Parks Seasonal and Rec Seasonal
08/23/2021	845512	AT & T Corp	Park Dist 1	$ 373.24	PRPL Parks Tablets
08/23/2021	845512	AT & T Corp	Park Dist 1	$ 243.88	PRPL Parks Tablets
08/23/2021	845512	AT & T Corp	Parking	$ 77.63	Parking Division Meter Maintenance
08/23/2021	845512	AT & T Corp	Parking	$ 293.38	Parking Phones
08/23/2021	845512	AT & T Corp	PD Program	$ 80.28	CCSIU Toughbook
08/23/2021	845512	AT & T Corp	PD Program	$ 45.55	Domestic Violence
08/23/2021	845512	AT & T Corp	Phone System	$ 28.89	IT iPads
08/23/2021	845512	AT & T Corp	Phone System	$ 3.46	Metro Cell #140.100.1797 Account#28728417856
08/23/2021	845512	AT & T Corp	Phone System	$ 17.49	TeleComm Manager Doug and Brenda
08/23/2021	845512	AT & T Corp	Phone System	$ 50.24	TeleComm Manager Doug and Brenda
08/23/2021	845512	AT & T Corp	Planning	$ 62.69	PLANNING
08/23/2021	845512	AT & T Corp	Public Safety	$ 239.10	Animal Control Cell Phones
08/23/2021	845512	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
08/23/2021	845512	AT & T Corp	Public Safety	$ 288.69	Comm. Center 9-1-1
08/23/2021	845512	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
08/23/2021	845512	AT & T Corp	Public Safety	$ 1,240.84	Fire Department Cell Phones
08/23/2021	845512	AT & T Corp	Public Safety	$ 85.65	ICAC -Campbell and Spare
08/23/2021	845512	AT & T Corp	Public Safety	$ 1,238.74	MDT Fire
08/23/2021	845512	AT & T Corp	Public Safety	$ 3,034.27	Police Department Cell Phone
08/23/2021	845512	AT & T Corp	Public Safety	$ 401.40	Police MDT Toughbooks and Loaner MDT's
08/23/2021	845512	AT & T Corp	Public Safety	$ 3,692.54	Police MDT Toughbooks and Loaner MDT's
08/23/2021	845512	AT & T Corp	Public Safety	$ 272.78	Police -Resource Officers
08/23/2021	845512	AT & T Corp	Public Safety	$ 200.70	Yellowstone County Cellular Charges
08/23/2021	845512	AT & T Corp	Solid Waste	$ 45.20	SOLID WASTE SUPERINTENDANT

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845512	AT & T Corp	Street/Traffic	$ 372.55	School Flashers
08/23/2021	845512	AT & T Corp	Street/Traffic	$ 273.24	Street Traffic iPads
08/23/2021	845512	AT & T Corp	Transit	$ 69.16	MET Supervisor Cell Phones
08/23/2021	845512	AT & T Corp	Transit	$ 69.16	MET Supervisor Cell Phones
08/23/2021	845512	AT & T Corp	Transit	$ 28.58	MET Supervisor Cell Phones
08/23/2021	845512	AT & T Corp	Transit	$ 6.00	MET Supervisor Cell Phones
08/23/2021	845512	AT & T Corp	Transit	$ 34.58	MET Supervisor Cell Phones
08/23/2021	845512	AT & T Corp	Transit	$ 1,003.50	MET Transit Max Transit
08/23/2021	845512	AT & T Corp	Transit	$ 642.24	MET Transit Tablets
08/23/2021	845512	AT & T Corp	Transit	$ 426.68	MET Transit Tablets
08/23/2021	845512	AT & T Corp	Wastewater	$ 180.80	PW Environmental
08/23/2021	845512	AT & T Corp	Wastewater	$ 279.91	PWBELKNAP-DIST COLL CELL PHONES 60/40
08/23/2021	845512	AT & T Corp	Wastewater	$ 475.10	PWBLKNP Electricians -Phones
08/23/2021	845512	AT & T Corp	Wastewater	$ 27.66	PWBLKNP STORES -75/25
08/23/2021	845512	AT & T Corp	Wastewater	$ 861.11	PWBLNP-WWTRMNT1 Wastewater Treatment Plant
08/23/2021	845512	AT & T Corp	Wastewater	$ 465.51	PW-Distribution Collection Tablets 60/40
08/23/2021	845512	AT & T Corp	Water	$ 419.87	PWBELKNAP-DIST COLL CELL PHONES 60/40
08/23/2021	845512	AT & T Corp	Water	$ 1,046.53	PWBELKNAP-WT Water Treatment
08/23/2021	845512	AT & T Corp	Water	$ 609.89	PWBLKNP COMM-METER CityWorks/Neptune
08/23/2021	845512	AT & T Corp	Water	$ 124.20	PWBLKNP MTRSHOP CELL PHONE AND IPADS
08/23/2021	845512	AT & T Corp	Water	$ 68.58	PWBLKNP MTRSHOP CELL PHONE AND IPADS
08/23/2021	845512	AT & T Corp	Water	$ 214.83	PWBLKNP MTRSHOP CELL PHONE AND IPADS
08/23/2021	845512	AT & T Corp	Water	$ 82.97	PWBLKNP STORES -75/25
08/23/2021	845512	AT & T Corp	Water	$ 698.26	PW-Distribution Collection Tablets 60/40
08/23/2021	845522	Billings Tourism	Tourism BID #2	$ 39,598.78	Paid July Distributed August, 2021
08/23/2021	845529	Business Tax Section	Airport	$ 1,213.09	Access Control and CCTV Systems - Eligible Share
08/23/2021	845529	Business Tax Section	Airport	$ 102.63	Access Control and CCTV Systems - Ineligible Share
08/23/2021	845529	Business Tax Section	Gas Tax	$ 214.66	Gleneagles Blvd
08/23/2021	845529	Business Tax Section	Public Safety	$ 54.93	FIRE4: OVERHEAD DOOR REPLD
08/23/2021	845529	Business Tax Section	SID Const	$ 2,113.08	Gleneagles Blvd
08/23/2021	845529	Business Tax Section	Storm Sewer	$ 31.14	Gleneagles Blvd
08/23/2021	845529	Business Tax Section	Tax Incrmnt N27	$ 3,960.69	WO 20-42 North 29th & 30th Streets Two-Way Conversion
08/23/2021	845529	Business Tax Section	Wastewater	$ 58.75	Weed control for all bareground areas w/in WWTP Land
08/23/2021	845529	Business Tax Section	Water	$ 142.47	Zone 3 12 Inch Water Main Replacement
08/23/2021	845534	Civicplus	Airport	$ 317.48	Quarterly Civic Send Airport
08/23/2021	845534	Civicplus	IT Resources	$ 317.48	Quarterly CivicSend IT

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845534	Civicplus	IT Resources	$ 6,766.90	Quarterly Hosting & Support Fees
08/23/2021	845534	Civicplus	IT Resources	$ 86.82	SSL Certificate Quarterly Fee Renewa
08/23/2021	845547	Dorsey & Whitney	Sidewalk Const	$ 10,000.00	Special Sidewalk, Curb, Gutter and Alley Approach Bonds
08/23/2021	845548	DOWL	Arterial Streets	$ 36,764.15	WO 20-12 S 32nd St W (King Ave W to Gabel)
08/23/2021	845549	Downtown Billings BID	Downtown BID	$ 10,500.40	BID Assessment; Paid July Distributed August 2021
08/24/2021	ACH	Eldorado National CA	Transit	$ 370,068.00	8 Replacement 30-foor Diesel MET Transit Buses. Payment for Bus #6
08/23/2021	845559	Global ARFF	Airport	$ 3,326.24	Invoice #16407518. C-1 Bumper Turret Nozzle
08/23/2021	845564	HDR, Inc.	Gas Tax	$ 1,045.69	W.O. 09-12 Inner Belt Loop BUILD Grant NEPA Compliance
08/23/2021	845564	HDR, Inc.	Wastewater	$ 34,168.15	WO 19-21 WRF Influent Lift Station
08/23/2021	845564	HDR, Inc.	Wastewater	$ 4,742.90	WO 20-11 Lloyd Mangrum & Lake Hills Lift Station Rehab
08/23/2021	845564	HDR, Inc.	Wastewater	$ 5,744.19	WO 20-44 WRF Nutrient Recovery Improvements Project
08/23/2021	845564	HDR, Inc.	Water	$ 52,677.70	WO 19-12 West End Reservoir
08/23/2021	845569	Jacobs Eng Group	Gas Tax	$ 518.31	Asset Management Program Project
08/23/2021	845569	Jacobs Eng Group	Light Maint	$ 518.32	Asset Management Program Project
08/23/2021	845569	Jacobs Eng Group	Storm Sewer	$ 1,036.63	Asset Management Program Project
08/23/2021	845569	Jacobs Eng Group	Street/Traffic	$ 1,554.94	Asset Management Program Project
08/23/2021	845569	Jacobs Eng Group	Wastewater	$ 3,369.03	Asset Management Program Project
08/23/2021	845569	Jacobs Eng Group	Water	$ 3,369.03	Asset Management Program Project
08/23/2021	845573	Kadrmas Lee & Jackson	Water	$ 27,788.64	WO 19-01 2019 water/Sewer Replacement Project Sch 3
08/23/2021	845574	Karpel Solutions	General	$ 6,091.02	PBK Travel Expenses
08/23/2021	845582	Knife River	Street/Traffic	$ 535.14	asphalt
08/23/2021	845582	Knife River	Street/Traffic	$ 1,495.26	asphalt
08/23/2021	845582	Knife River	Street/Traffic	$ 3,193.71	asphalt
08/23/2021	845582	Knife River	Water	$ 65.00	Loader rental and operator
08/23/2021	845586	Mail Tech Service	Central Services	$ 6,389.24	July 2021
08/23/2021	845586	Mail Tech Service	Library	$ 1,564.53	LIBR Library mailing July 2021
08/23/2021	845586	Mail Tech Service	Parking	$ 66.70	July 2021
08/23/2021	845592	Mead & Hunt	Airport	$ 12,495.00	July 1 - July 31, 2021 True Visitation Estimate
08/23/2021	845598	Montana Lines	Tax Incrmnt N27	$ 392,109.06	WO 20-42 North 29th & 30th Streets Two-Way Conversion
08/23/2021	845599	Morrison Maierle	Airport	$ 6,379.80	Amendment #9 Kitchen Schematic Design - Eligible for Reimbursement
08/23/2021	845599	Morrison Maierle	Airport	$ 708.87	Amendment #9 Kitchen Schematic Design - Eligible Local Costs
08/23/2021	845599	Morrison Maierle	Airport	$ 599.69	Amendment #9 Kitchen Schematic Design - Ineligible Costs
08/23/2021	845599	Morrison Maierle	Airport	$ 2,175.03	Amendment 22. Misc. Airport Engineering
08/23/2021	845599	Morrison Maierle	Airport	$ 125.99	Amendment 22. Misc. Airport Engineering
08/23/2021	845599	Morrison Maierle	Airport	$ 4,508.88	Amendment 27 West Hangar Improvement - Federal Share - Design
08/23/2021	845599	Morrison Maierle	Airport	$ 500.99	Amendment 27 West Hangar Improvement - Local Share - Design

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08/23/2021	845599	Morrison Maierle	Airport	$ 355.04	Fiber Installation Project Phase 1 and 2. Amendment 24
08/23/2021	845599	Morrison Maierle	Airport	$ 1,386.54	Passenger Boarding Jet Bridges - Eligible Local Share
08/23/2021	845599	Morrison Maierle	Airport	$ 117.30	Passenger Boarding Jet Bridges - Ineligible Share
08/23/2021	845599	Morrison Maierle	Solid Waste	$ 10,763.65	Solid Waste Maintenance & Parking Building
08/23/2021	845599	Morrison Maierle	Water	$ 1,744.98	WO 20-40 Walter Pump Station Generator
08/23/2021	845599	Morrison Maierle	Water	$ 36,174.78	WO 21-01 Water/Sewer Replacement Project Pioneer Park
08/23/2021	845600	Motor Power	Solid Waste	$ 74,087.00	Landfill live -floor trailers (4)
08/23/2021	845600	Motor Power	Solid Waste	$ 74,087.00	Landfill live -floor trailers (4)
08/23/2021	845601	Moulton Bellingham	General	$ 292.50	Inv.#142913 Watters et al v. COB
08/23/2021	845601	Moulton Bellingham	General	$ 5,552.00	Inv.#143038 Houser WWFF
08/23/2021	845601	Moulton Bellingham	General	$ 4,462.50	Inv.#143039 Abromeit et al v. COB
08/23/2021	845601	Moulton Bellingham	General	$ 922.50	Inv.#143040 County Water District
08/23/2021	845601	Moulton Bellingham	General	$ 5,127.50	Inv.#143041 McDaniel v. COB
08/23/2021	845601	Moulton Bellingham	General	$ 9,683.00	Inv.#143042 Stillwater Building Purchase
08/23/2021	845601	Moulton Bellingham	General	$ 5,135.00	Inv.#143060 General BBWA ditch liability
08/23/2021	845602	MT Waterworks	Water	$ 379.74	1-1/4" CURB VALVE
08/23/2021	845602	MT Waterworks	Water	$ 379.74	1-1/4" CURB VALVE
08/23/2021	845602	MT Waterworks	Water	$ 7.00	6" TYTON PUSH-ON GASKET
08/23/2021	845602	MT Waterworks	Water	$ 325.02	6" X 15" X CC3 REPAIR CLAMP
08/23/2021	845602	MT Waterworks	Water	$ 692.00	8" X 15" X CC3 REPAIR CLAMP
08/23/2021	845602	MT Waterworks	Water	$ 2,874.64	8" X 30" C1-FC REPAIR CLAMP
08/23/2021	845602	MT Waterworks	Water	$ 645.15	8" X 8" X 8" X 8"
08/23/2021	845602	MT Waterworks	Water	$ 47.24	DRAIN VALVE PIN K81 - K8133
08/23/2021	845602	MT Waterworks	Water	$ 60.78	Gaskets
08/23/2021	845602	MT Waterworks	Water	$ 939.56	MAIN VALVE RUBBER 5-1/4" FOR K11 & K81
08/23/2021	845602	MT Waterworks	Water	$ 876.84	PIPE BURSTING - 3/4" CORP
08/23/2021	845602	MT Waterworks	Water	$ 696.37	PIPE BURSTING - 6" PUSH-ON VALVE
08/23/2021	845602	MT Waterworks	Water	$ 937.08	PIPE BURSTING - 8" X 3/4" TAPPING SADDLE
08/23/2021	845605	NeighborWorks MT	CDBG	$ 70,268.44	NWMT C & C Project Payment Request #12
08/23/2021	845607	Northwest Industrial	Fleet	$ 40.80	1544702
08/23/2021	845607	Northwest Industrial	Street/Traffic	$ 94.72	red marking paint
08/23/2021	845607	Northwest Industrial	Street/Traffic	$ 203.76	black spray paint for signal backplates
08/23/2021	845607	Northwest Industrial	Wastewater	$ 5,248.43	Lifting assembly
08/23/2021	845607	Northwest Industrial	Water	$ 37.26	1/2" HS DRILL BIT
08/23/2021	845607	Northwest Industrial	Water	$ 207.36	AXIS LARGE GLOVE - RWG533L
08/23/2021	845607	Northwest Industrial	Water	$ 69.12	AXIS MEDIUM GLOVE - RWG533M

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08/23/2021	845607	Northwest Industrial	Water	$ 207.36	AXIS X-LARGE GLOVE - RWG533XL GREEN CUT RESIST
08/23/2021	845607	Northwest Industrial	Water	$ 100.50	PAILS 12 QT SIZE METAL
08/23/2021	845607	Northwest Industrial	Water	$ 29.65	PICK 36" - 3MD48-1 P/N: 111-305-00470
08/23/2021	845607	Northwest Industrial	Water	$ 85.84	RAIL-ROAD-PICK-HANDLE-C28 - 288-36
08/23/2021	845607	Northwest Industrial	Water	$ 41.96	ROUND POINT SHOVEL - UNION #AR248
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 33.69	Ball valve
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 90.54	Eye wash station parts
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 460.08	FOR CARRIER WATER LINES, FLOWSPERSE AND DEFOAMANT LINES
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 366.38	PARTS FOR SEWER REPAIR @ 5706 PHANTOM CREEK
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 1,015.12	PRIMARY DIGESTOR
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 460.08	SRP PUMPS
08/23/2021	845608	Northwest Pipe Fitting	Wastewater	$ 895.68	SRP WWTP
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 20,253.12	3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF7 (2022310)
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 334.34	4" X 15" CI-FC REPAIR CLAMP - F1-514 X 15-SH P/N: 333-070-00080
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 673.23	8 X 15 CI-FC REP CLAMP - F1-93 P/N: 2201340
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 62.04	BLACK NIPPLE 1-1/4" X 5"
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 5.21	Brass nipple
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 6.76	Bushings
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 177.80	CURB BOX LID W/PLUG 1-1/2"
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 15.28	Gasket for compression coupling
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 258.92	High service materials
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 34.67	HYDRANT ADJUSTABLE WRENCH - (377-5960)
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 138.68	HYDRANT ADJUSTABLE WRENCH - (377-5960)
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 107.37	LS SUCTION PIPE
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 23,800.00	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S) (2030905)
08/23/2021	845608	Northwest Pipe Fitting	Water	$ 110.08	Relief valve
08/23/2021	845609	NorthWestern Energy	Airport	$ 2,144.36	0100483-7. Runway Lights. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 1,460.23	0100484-5. ARFF Facility. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 30.79	1138926-9. Aero Interiors. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 54.99	1647695-4. De Icer. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 539.73	1669567-8. TSA. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 956.35	1993430-6. Car Wash. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 225.74	2001846-1. Mud Wash. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 209.71	2001848-7. Detail Bay 1 Hertz. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 109.90	2001855-2. Detail Bay 2 National/Alamo. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 106.60	2001862-8. Detail Bay 3 Enterprise. August 2021

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08/23/2021	845609	NorthWestern Energy	Airport	$ 96.05	2001865-1. Detail Bay 4 Avis/Budget. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 34.61	2001867-7. Detail Bay 5 Thrifty/Dollar. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 56.16	3085107-5. Employee Parking. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 176.99	3446396-8. USDA. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 812.34	3477231-9. Parking Zone. August 2021
08/23/2021	845609	NorthWestern Energy	Airport	$ 11.13	3733186-5. Airport Storage. August 2021
08/23/2021	845609	NorthWestern Energy	Facilities	$ 2,057.01	0975808-7
08/23/2021	845609	NorthWestern Energy	Facilities	$ 1,236.69	1160802-3
08/23/2021	845609	NorthWestern Energy	Facilities	$ 1,390.85	1160804-9
08/23/2021	845609	NorthWestern Energy	Facilities	$ 3,512.00	1269391-7
08/23/2021	845609	NorthWestern Energy	General	$ 37.41	0712387-0
08/23/2021	845609	NorthWestern Energy	General	$ 80.02	0712536-2
08/23/2021	845609	NorthWestern Energy	General	$ 1,017.86	0712538-8
08/23/2021	845609	NorthWestern Energy	General	$ 84.73	0720818-4
08/23/2021	845609	NorthWestern Energy	General	$ 4,578.04	0720821-8
08/23/2021	845609	NorthWestern Energy	Library	$ 10,335.94	3039007-4 Library electricity July 2021
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,743.09	SILMD 10 Acct# 0712546-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,010.67	SILMD 100 Acct# 0712559-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,710.62	SILMD 107 Acct# 0712560-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 4,290.15	SILMD 109 Acct# 0712561-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 197.36	SILMD 113 Acct# 0712562-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 923.21	SILMD 114 Acct# 0712563-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 217.22	SILMD 115 Acct# 0712564-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 570.21	SILMD 116 Acct# 0712565-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 3,100.93	SILMD 117 Acct# 0712566-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 198.42	SILMD 118 Acct# 0712567-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 120.65	SILMD 119 Acct# 0712568-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,443.75	SILMD 121 Acct# 0712570-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 183.14	SILMD 122 Acct# 0712571-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 325.83	SILMD 123 Acct# 0712572-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 950.34	SILMD 124 Acct# 0712573-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 380.13	SILMD 125 Acct# 0712574-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 190.07	SILMD 126 Acct# 0712575-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 686.77	SILMD 127 Acct# 0712576-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 480.75	SILMD 128 Acct# 0712577-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 325.83	SILMD 129 Acct# 0712578-4

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08/23/2021	845610	NorthWestern Energy	Light Maint	$ 4,503.71	SILMD 13 Acct# 0721276-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 116.29	SILMD 130 Acct# 0712579-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 841.73	SILMD 131 Acct# 0712580-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 215.95	SILMD 133 Acct# 0712581-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 498.36	SILMD 134 Acct# 0712582-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 503.64	SILMD 135 Acct# 0712583-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 461.60	SILMD 136 Acct# 0712584-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 360.59	SILMD 137 Acct# 0712585-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 733.12	SILMD 138 Acct# 0712586-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 244.38	SILMD 139 Acct# 0712587-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,207.83	SILMD 14 Acct# 0721277-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 570.21	SILMD 143 Acct# 0712588-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 27.12	SILMD 144 Acct# 0712589-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 457.86	SILMD 145 Acct# 0712590-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 352.97	SILMD 146 Acct# 0712591-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 427.93	SILMD 147 Acct# 0712592-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,489.83	SILMD 149 Acct# 0712593-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 732.55	SILMD 150 Acct# 0712594-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 624.50	SILMD 151 Acct# 0712595-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 4,214.39	SILMD 152 Acct# 0712596-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 526.52	SILMD 153 Acct# 0712597-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,190.44	SILMD 154 Acct# 0712598-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 488.76	SILMD 155 Acct# 0712599-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 892.82	SILMD 157 Acct# 0712600-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 787.41	SILMD 158 Acct# 0712601-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 942.63	SILMD 159 Acct# 0712602-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 705.97	SILMD 160 Acct# 0712603-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,030.19	SILMD 161 Acct# 0712604-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 46.01	SILMD 162 Acct# 0712605-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 714.79	SILMD 163 Acct# 0712606-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 366.29	SILMD 164 Acct# 0712607-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 868.87	SILMD 165 Acct# 0712608-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 228.93	SILMD 167 Acct# 0712609-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,125.06	SILMD 17 Acct# 0712553-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 549.43	SILMD 171 Acct# 0712610-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 498.37	SILMD 172 Acct# 0712611-3

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08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,144.63	SILMD 173 Acct# 0712612-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 961.49	SILMD 174 Acct# 0712613-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 320.49	SILMD 175 Acct# 0712614-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 32.87	SILMD 176 Acct# 0712615-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 251.82	SILMD 178 Acct# 0712616-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 503.64	SILMD 179 Acct# 0712617-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 96.32	SILMD 18 Acct# 0712554-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 343.40	SILMD 180 Acct# 0712618-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,656.33	SILMD 181 Acct# 0712619-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 572.33	SILMD 182 Acct# 0712620-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,144.64	SILMD 183 Acct# 0712621-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 366.29	SILMD 184 Acct# 0712622-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 137.37	SILMD 185 Acct# 0712623-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 665.53	SILMD 186 Acct# 0712624-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 228.93	SILMD 187 Acct# 0712625-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 274.71	SILMD 188 Acct# 0712626-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 228.93	SILMD 189 Acct# 0712627-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,190.44	SILMD 190 Acct# 0712628-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 408.58	SILMD 191 Acct# 0712629-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 297.59	SILMD 192 Acct# 0712630-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 732.55	SILMD 193 Acct# 0712631-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 291.90	SILMD 194 Acct# 0712632-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 233.52	SILMD 195 Acct# 0712633-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 74.62	SILMD 196 Acct# 0712634-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 74.62	SILMD 197 Acct# 0712635-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 114.47	SILMD 198 Acct# 0712636-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 80.02	SILMD 200 Acct# 0712637-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 480.75	SILMD 201 Acct# 0712638-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 619.87	SILMD 202 Acct# 0712639-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 19.92	SILMD 203 Acct# 0712640-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 391.49	SILMD 204 Acct# 0712641-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 26.30	SILMD 205 Acct# 0712642-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 320.49	SILMD 206 Acct# 0712643-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 366.29	SILMD 207 Acct# 0712644-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 237.40	SILMD 208 Acct# 0712645-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 526.52	SILMD 209 Acct# 0712646-9

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08/23/2021	845610	NorthWestern Energy	Light Maint	$ 89.57	SILMD 210 Acct# 0712647-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 49.76	SILMD 211 Acct# 0712648-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 49.76	SILMD 212 Acct# 0712649-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 29.87	SILMD 213 Acct# 0712650-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 368.87	SILMD 214 Acct# 0712651-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 137.37	SILMD 216 Acct# 0712652-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 379.08	SILMD 217 Acct# 0712653-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 268.84	SILMD 220 Acct# 0712654-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 6.57	SILMD 221 Acct# 0712655-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 78.88	SILMD 222 Acct# 0712656-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 119.44	SILMD 223 Acct# 0712657-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,391.17	SILMD 224 Acct# 0712658-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 379.76	SILMD 225 Acct# 0712659-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 246.38	SILMD 226 Acct# 0712660-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 563.03	SILMD 227 Acct# 0712661-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 787.41	SILMD 228 Acct# 0712662-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 407.30	SILMD 229 Acct# 0712663-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 950.36	SILMD 230 Acct# 0712664-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 570.21	SILMD 231 Acct# 0712665-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,470.89	SILMD 232 Acct# 0712666-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 879.67	SILMD 233 Acct# 0712667-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 492.78	SILMD 234 Acct# 0712668-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 551.18	SILMD 235 Acct# 0712669-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 175.14	SILMD 236 Acct# 0712670-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 389.18	SILMD 237 Acct# 0712671-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 13.14	SILMD 238 Acct# 0712672-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 91.58	SILMD 239 Acct# 0712673-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 420.33	SILMD 240 Acct# 0712674-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 570.06	SILMD 241 Acct# 0712675-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 81.46	SILMD 242 Acct# 0712676-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 108.62	SILMD 244 Acct# 0712677-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 72.15	SILMD 245 Acct# 0712678-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 325.83	SILMD 246 Acct# 0712679-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 956.87	SILMD 247 Acct# 0712680-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,688.12	SILMD 249 Acct# 0718734-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 210.16	SILMD 250 Acct# 0719001-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 3,805.31	SILMD 251 Acct# 0718801-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 543.06	SILMD 252 Acct# 0719162-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,783.15	SILMD 253 Acct# 0719644-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 157.75	SILMD 254 Acct# 0719763-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 156.85	SILMD 255 Acct# 0720813-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 937.64	SILMD 257 Acct# 0720360-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,560.09	SILMD 258 Acct# 0720606-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,399.16	SILMD 259 Acct# 0720810-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 488.76	SILMD 261 Acct# 0720705-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 3,036.70	SILMD 262 Acct# 0720937-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 976.81	SILMD 263 Acct# 0720716-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 151.88	SILMD 264 Acct# 0721427-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 356.65	SILMD 265 Acct# 0721556-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 40.77	SILMD 266 Acct# 0721684-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 459.12	SILMD 270 Acct# 0906944-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 936.55	SILMD 271 Acct# 0995095-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,782.46	SILMD 272 Acct# 0905005-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 201.88	SILMD 273 Acct# 0926386-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 500.24	SILMD 276 Acct# 0961926-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 838.26	SILMD 277 Acct# 1058710-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 221.83	SILMD 278 Acct# 1087619-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 58.21	SILMD 279 Acct# 1124127-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 712.22	SILMD 280 Acct# 1045653-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 464.87	SILMD 283 Acct# 1172743-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 320.14	SILMD 285 Acct# 1206985-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 240.22	SILMD 286 Acct# 1296582-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,825.19	SILMD 288 Acct# 1303978-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 234.30	SILMD 289 Acct# 1685375-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 114.69	SILMD 290 Acct# 1433921-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 597.36	SILMD 292 Acct# 1481532-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 228.93	SILMD 293 Acct# 1481534-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 457.86	SILMD 294 Acct# 1481535-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 108.62	SILMD 295 Acct# 1481536-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,213.32	SILMD 296 Acct# 1481537-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 206.04	SILMD 297 Acct# 1481539-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 183.14	SILMD 298 Acct# 1481540-1

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 401.91	SILMD 300 Acct# 1662840-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 5,388.68	SILMD 301 Acct# 1687005-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 193.69	SILMD 302 Acct# 1607534-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 691.31	SILMD 305 Acct# 1695873-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 169.29	SILMD 306 Acct# 1740353-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 2,322.18	SILMD 307 Acct# 2049005-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 266.83	SILMD 308 Acct# 2072459-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 299.58	SILMD 309 Acct# 2001311-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 189.61	SILMD 310 Acct# 2060519-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 223.22	SILMD 311 Acct# 3014475-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 263.68	SILMD 312 Acct# 3146127-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 302.90	SILMD 315 Acct# 3305804-1
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,192.51	SILMD 316 Acct# 3291842-7
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 72.42	SILMD 317 Acct# 3253826-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 800.47	SILMD 318 Acct# 3372018-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 57.43	SILMD 320 Acct# 0712569-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 280.87	SILMD 321 Acct# 3338917-2
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 68.77	SILMD 322 Acct# 3402033-9
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 609.85	SILMD 323 Acct# 3597170-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 261.98	SILMD 324 Acct# 1246537-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 207.44	SILMD 325 Acct# 3587598-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 81.41	SILMD 326 Acct# 3840455-4
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 183.06	SILMD 327 Acct# 3810801-5
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 486.79	SILMD 328 Acct# 3894879-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 375.59	SILMD 8 Acct# 0712544-6
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 349.22	SILMD 9 Acct# 0712545-3
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 496.12	SILMD 95 Acct# 0712556-0
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 9,514.18	SILMD 97 Acct# 0712557-8
08/23/2021	845610	NorthWestern Energy	Light Maint	$ 1,080.11	SILMD 99 Acct# 0712558-6
08/23/2021	845609	NorthWestern Energy	Park Dist 1	$ 803.91	0722287-0
08/23/2021	845609	NorthWestern Energy	Park Dist 1	$ 1,912.83	0723045-1
08/23/2021	845609	NorthWestern Energy	Park Dist 1	$ 402.59	0925496-2
08/23/2021	845609	NorthWestern Energy	Park Dist 1	$ 654.06	1191404-1
08/23/2021	845609	NorthWestern Energy	Park Dist 1	$ 24.63	1836666-6
08/23/2021	845609	NorthWestern Energy	Public Safety	$ 596.63	0871546-8
08/23/2021	845609	NorthWestern Energy	Solid Waste	$ 1,538.19	3252194-0

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845609	NorthWestern Energy	Street/Traffic	$ 0.34	1740357-7
08/23/2021	845609	NorthWestern Energy	Street/Traffic	$ 0.72	1748896-6
08/23/2021	845610	NorthWestern Energy	Street/Traffic	$ 11,292.62	Signal Bills; 8.17.2021
08/23/2021	845609	NorthWestern Energy	Transit	$ 2,483.67	0100473-8. Monad Road. August 2021
08/23/2021	845609	NorthWestern Energy	Transit	$ 253.42	0719225-5
08/23/2021	845609	NorthWestern Energy	Wastewater	$ 64,940.27	0100591-7
08/23/2021	845609	NorthWestern Energy	Wastewater	$ 2,752.04	0100606-3
08/23/2021	845609	NorthWestern Energy	Wastewater	$ 68.38	389 62nd st lift entrance-July usage
08/23/2021	845609	NorthWestern Energy	Wastewater	$ 404.54	822 Shiloh Crossing Lift Station
08/23/2021	845609	NorthWestern Energy	Water	$ 1,596.45	0100485-2
08/23/2021	845609	NorthWestern Energy	Water	$ 209,154.60	0100606-3
08/23/2021	845609	NorthWestern Energy	Water	$ 8,256.10	0100606-3
08/23/2021	845609	NorthWestern Energy	Water	$ 24,890.50	0722264-9
08/23/2021	845609	NorthWestern Energy	Water	$ 19,654.21	0723040-2
08/23/2021	845609	NorthWestern Energy	Water	$ 6.00	0723059-2
08/23/2021	845609	NorthWestern Energy	Water	$ 1,141.28	1116452-2
08/23/2021	845609	NorthWestern Energy	Water	$ 201.74	1142253-2
08/23/2021	845611	OverDrive, Inc.	Library	$ 3,750.00	01526SB21309829
08/23/2021	845613	Performance Eng&Consult	PD Program	$ 7,280.00	SURVEY & ENGINEERING SERVICES FOR SITE IMPROVEMENTS
08/23/2021	845616	PW-Administration	Wastewater	$ 385.00	PWU Engineering Permits - Sewer
08/23/2021	845616	PW-Administration	Water	$ 7,110.00	PWU Engineering Permits - WSRP
08/23/2021	845616	PW-Administration	Water	$ 14,020.00	PWU Engineering Permits - Water
08/23/2021	845621	Rolling Right Door	Public Safety	$ 5,438.07	FIRE 4: REPLD DAMAGED MIDDLE DOOR, INSTALL SAFETY EYES
08/23/2021	845622	Ron S. Hill	SID Const	$ 33,649.99	SID 1413 Winged Foot and Greenbriar
08/23/2021	845623	S & S Machine Inc	Wastewater	$ 3,028.00	Shaft for centrifuge gate WWTP
08/23/2021	845624	Sanderson Stewart	Arterial Streets	$ 7,490.00	WO 0912 Inner Belt Loop
08/23/2021	845624	Sanderson Stewart	Arterial Streets	$ 7,944.50	WO 0912 Inner Belt Loop
08/23/2021	845624	Sanderson Stewart	Arterial Streets	$ 6,369.50	WO 0912 Inner Belt Loop
08/23/2021	845624	Sanderson Stewart	Gas Tax	$ 3,240.50	City overlay schedule 1
08/23/2021	845629	Solid Waste System	Solid Waste	$ 2,780.08	133279
08/23/2021	845629	Solid Waste System	Solid Waste	$ 568.62	134688
08/23/2021	845632	Stone Tree- Laurel Power	Public Safety	$ 472.08	FIRE 4 Generator coolant leak-replace heater, & hose
08/23/2021	845632	Stone Tree- Laurel Power	Public Safety	$ 1,014.15	FIRE 4: Service & replaced battery, air filter, block heater & cap
08/23/2021	845632	Stone Tree- Laurel Power	Public Safety	$ 1,106.85	FIRE 4:Generator- replace water pump, timing cover, & engine seal
08/23/2021	845632	Stone Tree- Laurel Power	Public Safety	$ 258.75	FIRE 7: Standby Generator- changed oil
08/23/2021	845641	Thomas Appraisal Service	Water	$ 2,500.00	Reiter Investments Property Easement

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845643	TMG Services Inc	Water	$ 2,690.00	Chlorine System and training
08/23/2021	845644	Town & Country Supply	Fleet	$ 11,957.19	418158 PO NUM 313037
08/23/2021	845644	Town & Country Supply	Fleet	$ 3,009.84	420092 PO NUM 313037
08/23/2021	845644	Town & Country Supply	Fleet	$ 12,290.18	420210 PO NUM 313037
08/23/2021	845644	Town & Country Supply	Transit	$ 5,009.73	419812 PO NUM 313012. Unleaded
08/23/2021	845644	Town & Country Supply	Water	$ 248.58	NONSTOCKING ITEMS-P.U.D.
08/23/2021	845650	Verathon Inc	Public Safety	$ 1,200.00	0270-1079 SPECTRUM, LOPRO S4, NON-STERILE, BOX 10
08/23/2021	845650	Verathon Inc	Public Safety	$ 41,400.00	0570-0368 GLIDE SCOPE GO MONITOR KIT
08/23/2021	845650	Verathon Inc	Public Safety	$ 540.00	0800-0567 CARRYING CASE, GS GO, SMALL
08/23/2021	845652	Verizon Wireless	Airport	$ 51.79	Airport
08/23/2021	845652	Verizon Wireless	Engineering	$ 136.60	PW-Engineering
08/23/2021	845652	Verizon Wireless	Fleet	$ 116.60	Motor Pool
08/23/2021	845652	Verizon Wireless	General	$ 99.21	City Administrator
08/23/2021	845652	Verizon Wireless	Park Dist 1	$ 57.11	PRPL-PARKS
08/23/2021	845652	Verizon Wireless	Parking	$ 27.32	Parking
08/23/2021	845652	Verizon Wireless	Parking	$ 54.77	PRKING Enforcement (Parking)
08/23/2021	845652	Verizon Wireless	PD Program	$ 397.25	CCSIU Cell/PTT
08/23/2021	845652	Verizon Wireless	PD Program	$ 132.71	CCSIU Cell/PTT
08/23/2021	845652	Verizon Wireless	PD Program	$ 54.64	CCSIU MDT
08/23/2021	845652	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
08/23/2021	845652	Verizon Wireless	Public Safety	$ 268.32	Fire MDT
08/23/2021	845652	Verizon Wireless	Public Safety	$ 272.51	MDT Toughbooks
08/23/2021	845652	Verizon Wireless	Public Safety	$ 107.24	Police
08/23/2021	845652	Verizon Wireless	Public Safety	$ 80.02	Police iPads
08/23/2021	845652	Verizon Wireless	Public Safety	$ 40.01	Police MiFi
08/23/2021	845652	Verizon Wireless	Public Safety	$ 51.79	Police -Mike Robinson
08/23/2021	845652	Verizon Wireless	Solid Waste	$ 27.32	PW Dozer Trimble Dozer
08/23/2021	845652	Verizon Wireless	Solid Waste	$ 109.28	PW-Solid Waste
08/23/2021	845652	Verizon Wireless	Solid Waste	$ 309.66	PW-SW-ON CALL Solid Waste On Call
08/23/2021	845652	Verizon Wireless	Solid Waste	$ 81.22	PW-SW-ON CALL Solid Waste On Call
08/23/2021	845652	Verizon Wireless	Solid Waste	$ 479.90	Solid Waste Tablets -Routware
08/23/2021	845652	Verizon Wireless	Street/Traffic	$ 163.92	PW-Streets City Works
08/23/2021	845652	Verizon Wireless	Street/Traffic	$ 81.96	PW-Streets iPads
08/23/2021	845652	Verizon Wireless	Street/Traffic	$ 201.02	PW-STRT TRFC Streets
08/23/2021	845652	Verizon Wireless	Street/Traffic	$ 392.01	School Flashers 2110-31320-403450
08/23/2021	845652	Verizon Wireless	Transit	$ 309.02	MET AVL

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/23/2021	845652	Verizon Wireless	Wastewater	$ -	PW Environmental iPads
08/23/2021	845652	Verizon Wireless	Wastewater	$ 32.78	PW-Distribution Collection Tablets 60/40
08/23/2021	845652	Verizon Wireless	Water	$ 27.32	PW Belknap Meter Shop
08/23/2021	845652	Verizon Wireless	Water	$ 90.06	PW Environmental iPads
08/23/2021	845652	Verizon Wireless	Water	$ 27.32	PWBLKNP Water Treatment
08/23/2021	845652	Verizon Wireless	Water	$ 54.64	PWBLNP Comm-Meter CityWorks/Neptune
08/23/2021	845652	Verizon Wireless	Water	$ 49.18	PW-Distribution Collection Tablets 60/40
08/23/2021	845654	Western Water Consult	SID Const	$ 8,329.35	SID 1413 Lake Hills Sub. 21st Filing Winged Foot & Greenbriar Rd
08/23/2021	845654	Western Water Consult	Tax Incrmnt S	$ 42,216.85	WO 20-30 Hallowell Lane Improvements
08/23/2021	845660	WSF, LLC	Solid Waste	$ 173,073.85	One new roll off truck
08/23/2021	845663	Yellowstone Electric	Airport	$ 120,096.00	Access Control and CCTV Systems - Eligible Share
08/23/2021	845663	Yellowstone Electric	Airport	$ 10,159.97	Access Control and CCTV Systems - Ineligible Share

City Council Regular

Date:	09/27/2021
Title:	Payment of Claims for week of August 30, 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 $2,017,125.58 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 08302021

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845669	Advanced Eng&Enviro	Storm Sewer	2,883.50	Misc Storm Drain Analysis
08/31/2021	845669	Advanced Eng&Enviro	Water	4,480.25	Professional Services for the period: May 29, 2021 to June 30, 2021
08/31/2021	845677	Armscor Cartridge	Public Safety	18,900.00	Armscor 13931, 9mm, 40, 45, 223, 308, 6.5, 10mm, 357
08/31/2021	845677	Armscor Cartridge	Public Safety	2,178.00	Armscor 13931, 9mm, 40, 45, 223, 308, 6.5, 10mm, 357
08/31/2021	845677	Armscor Cartridge	Public Safety	177.00	Armscor 14039, 6.5, 9mm
08/31/2021	845677	Armscor Cartridge	Public Safety	465.00	Armscor 14040, 556 and 6.5
08/31/2021	845678	Askin Construction	Water	14,104.16	Zone 3 12 Inch Water Main Replacement
08/31/2021	845679	ATS Inland NW	Airport	3,079.00	FY22 Energy Management Services - Terminal
08/31/2021	845679	ATS Inland NW	Airport	714.00	FY22 Energy Management Services - QTA
08/31/2021	845680	Automon, LLC	Court Grants	6,300.00	Annual AIMS License
08/31/2021	845682	Bibliotheca LLC	Library	4,938.00	INV=US46467 RFID tags
08/31/2021	845690	Border States Electric	Wastewater	65.50	Center jumpers
08/31/2021	845690	Border States Electric	Wastewater	267.05	clothing and uniforms for Harold and Charles
08/31/2021	845690	Border States Electric	Wastewater	15.20	Fuses for SPB
08/31/2021	845690	Border States Electric	Wastewater	29.91	Liquid tight flex
08/31/2021	845690	Border States Electric	Wastewater	39.19	Pliers
08/31/2021	845690	Border States Electric	Wastewater	-10,132.75	Refund for replacement breakers at the secondary pump station-WRF
08/31/2021	845690	Border States Electric	Wastewater	75.38	Replacement control x-former
08/31/2021	845690	Border States Electric	Wastewater	4,344.96	SE Software upgrade for WRF
08/31/2021	845690	Border States Electric	Wastewater	42.06	Tape and boxes
08/31/2021	845690	Border States Electric	Water	65.50	Center jumpers
08/31/2021	845690	Border States Electric	Water	267.05	clothing and uniforms for Harold and Charles
08/31/2021	845690	Border States Electric	Water	53.30	Control transformer for H5 Drive in high service at WTP
08/31/2021	845690	Border States Electric	Water	105.67	Enclosure gaskets for control room
08/31/2021	845690	Border States Electric	Water	244.47	fan
08/31/2021	845690	Border States Electric	Water	17.38	Fuses
08/31/2021	845690	Border States Electric	Water	1,020.65	Heat Trace Connector
08/31/2021	845690	Border States Electric	Water	39.19	Pliers
08/31/2021	845690	Border States Electric	Water	15,671.25	purchase five (5) Allen Bradley Motor Control Center units for the WTP
08/31/2021	845690	Border States Electric	Water	6,579.51	Radio communication modules for PLC Upgrades
08/31/2021	845690	Border States Electric	Water	597.70	Seal kit
08/31/2021	845690	Border States Electric	Water	330.32	SHIPPING CHARGES
08/31/2021	845690	Border States Electric	Water	114.16	UPS Alarm project-Blades
08/31/2021	845691	Brown Plumb & Heat	Water	5,078.70	Residential- Time and Material for 1147 North 23rd Street
08/31/2021	845693	Burns & McDonnell Eng	Water	527,659.89	WO 19-42 West End Water Treatment Plant Project
08/31/2021	845694	Business Tax Section	Airport	69.03	Restripe Centerline on Runway 28R/10L.

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845694	Business Tax Section	Solid Waste	106.08	WO 20-23 Solid Waste Container Storage Facility
08/31/2021	845694	Business Tax Section	Water	51.30	1147 North 23rd Street
08/31/2021	845694	Business Tax Section	Water	1,861.87	2021 Water Replacement Project
08/31/2021	845694	Business Tax Section	Water	1,951.00	W.O. 21-15 Lead Service Replacements
08/31/2021	845694	Business Tax Section	SID Const	134.67	SID 14-17 Elysian Road
08/31/2021	845694	Business Tax Section	SID Const	-134.67	SID 14-17 Elysian Road
08/31/2021	845696	Campbell	PD Program	2,550.44	Earl Campbell reimbursement for trip to Denver for Computer training
08/31/2021	845701	Century Link	Airport	86.28	406-245-1044 Airport Terminal Power M
08/31/2021	845701	Century Link	Airport	85.24	406-245-5834 Airport Alarm
08/31/2021	845701	Century Link	Airport	96.70	406-252-0721 Airport 1FB Line
08/31/2021	845701	Century Link	Airport	153.14	406-252-9412 Airport
08/31/2021	845701	Century Link	Airport	96.70	406-256-6014 Airport P9 Building
08/31/2021	845701	Century Link	Airport	118.19	406-256-7070 Airport
08/31/2021	845701	Century Link	Airport	70.35	Bill Date: Aug 16, 2021. QTA Phone
08/31/2021	845701	Century Link	Engineering	234.64	406-259-7758 Measured Lines Depot 60/40
08/31/2021	845701	Century Link	EOC 911	85.21	406-245-3107 911
08/31/2021	845701	Century Link	EOC 911	85.21	406-245-3108 911
08/31/2021	845701	Century Link	EOC 911	581.02	406-245-7101 9-1-1 Center Landfill #2
08/31/2021	845701	Century Link	EOC 911	581.02	406-245-7102 9-1-1 Center Fox Reservoir #2
08/31/2021	845701	Century Link	EOC 911	11,993.99	406-245-8527 9-1-1 Center
08/31/2021	845701	Century Link	Fleet	93.04	406-256-5047 Motor Pool
08/31/2021	845701	Century Link	IT Resources	86.28	406-245-4437 Kenco Security Alarm IT Alarm
08/31/2021	845701	Century Link	Library	322.06	Library 6 lines
08/31/2021	845701	Century Link	P.W. Admin	156.42	406-259-7758 Measured Lines Depot 60/40
08/31/2021	845701	Century Link	Park Dist 1	118.19	406-652-5507 Parks
08/31/2021	845701	Century Link	Park Dist 1	86.28	406-657-3014 Parks 3890 Stillwater
08/31/2021	845701	Century Link	Parking	76.57	406-252-2041 Park 2 Elevator Phone
08/31/2021	845701	Century Link	Parking	86.28	406-657-3054 Park 1 Elevator Phone
08/31/2021	845701	Century Link	Phone System	117.47	406-247-8641 PRPL -Fax and 406-657-3052 Senior center fax
08/31/2021	845701	Century Link	Phone System	177.52	406-248-3329 Airport Measured Lines 406-248-9989
08/31/2021	845701	Century Link	Phone System	195.45	406-248-9124 Met Measrd Lines 406-248-9179
08/31/2021	845701	Century Link	Phone System	190.03	406-252-3774 BOC Measured Lines 406-252-3789
08/31/2021	845701	Century Link	Phone System	276.27	406-657-3009 PUD Measured Lines 406-247-8579
08/31/2021	845701	Century Link	Phone System	4,925.76	406-657-8377 Main System Centrex
08/31/2021	845701	Century Link	Phone System	48.06	406-657-8419 MET Fax and 406-247-8520 Kenco Fax
08/31/2021	845701	Century Link	Phone System	48.06	406-657-8419 MET Fax and 406-247-8520 Kenco Fax

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08/31/2021	845701	Century Link	Phone System	48.59	Animal Control Fax 406.657.8227 710B
08/31/2021	845701	Century Link	Phone System	140.98	BOC Alarms 406.247.1276, 406.247.1277, 406.247.1278
08/31/2021	845701	Century Link	Phone System	46.73	Fire Alarm 406.657.3058
08/31/2021	845701	Century Link	Phone System	46.73	Four Dances 406.657.3040
08/31/2021	845701	Century Link	Phone System	214.71	Library 6 lines
08/31/2021	845701	Century Link	Phone System	51.79	-Miller Building -406.252.3988
08/31/2021	845701	Century Link	Phone System	46.73	Pioneer Park 406.657.8298
08/31/2021	845701	Century Link	Phone System	46.73	South Park 406.247.8575
08/31/2021	845701	Century Link	Phone System	144.18	WWTP Conference Room 406.247.8564
08/31/2021	845701	Century Link	Planning	86.28	406-656-9578 Planning Traffic Central Broadwater
08/31/2021	845701	Century Link	Planning	86.28	406-656-9604 Planning Traffic Central 9th
08/31/2021	845701	Century Link	Public Safety	88.76	406-245-1743 Fire Elevator
08/31/2021	845701	Century Link	Public Safety	86.30	406-245-6600 Crime Prevention Alarm
08/31/2021	845701	Century Link	Public Safety	222.74	406-245-7469 Fire
08/31/2021	845701	Century Link	Public Safety	105.64	406-651-0282 Fire 5 911 Line
08/31/2021	845701	Century Link	Public Safety	76.57	406-655-0728 Fire Maintenance Shop
08/31/2021	845701	Century Link	Radio	581.02	406-248-3635 Fire Airport Radio Tower WCK
08/31/2021	845701	Century Link	Radio	581.02	406-248-3636 Fire Airport Radio Tower Jellison
08/31/2021	845701	Century Link	Solid Waste	177.46	406-245-9820 Solid Waste Landfill
08/31/2021	845701	Century Link	Solid Waste	333.39	SW Landfill #406.259.3065, 406.259.3554, 406.359.395
08/31/2021	845701	Century Link	Street/Traffic	78.77	406-259-3298 PW Traffic 3728 McDougall
08/31/2021	845701	Century Link	Street/Traffic	88.76	406-652-8104 PW Traffic Signal 24 Central
08/31/2021	845701	Century Link	Transit	78.77	406-254-7038 MET Transit
08/31/2021	845701	Century Link	Wastewater	86.28	406-259-2328 PUD Sahara Sand Lift Station
08/31/2021	845701	Century Link	Water	73.62	406-245-3659 PUD Alarm Water Tower
08/31/2021	845701	Century Link	Water	188.75	Water Department Alarm
08/31/2021	845701	Century Link	General	76.57	406-652-0269 Cemetery FAX Line
08/31/2021	845701	Century Link	General	104.61	406-652-8403 Stewart Park Batting Cages
08/31/2021	845707	Cop Construction	Water	193,149.00	W.O. 21-15 Lead Service Replacements
08/31/2021	845714	Data Imaging System	Building	3,859.74	2 boxes 2014 plans
08/31/2021	845720	Empire Garage Owner	Parking	8,604.61	8182021_City of Billings August Assessment
08/31/2021	845723	Financial Consulting	Storm Sewer	3,582.25	WO 20-37 Stormwater Utility Development
08/31/2021	845725	First MT Title	CDBG	10,000.00	FTHB David Norwood 3509 6th Ave S
08/31/2021	845726	First MT Title	CDBG	15,000.00	FTHB Kiara Stiles 1140 Lynn Ave
08/31/2021	845727	Fisher Sand & Gravel	Street/Traffic	3,095.95	asphalt
08/31/2021	845730	Gaylord Bros	Library	7,356.00	2 Gaylord Metro Soho Museum Display Cases

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08/31/2021	845730	Gaylord Bros	Library	1,930.00	Estimated Freight and delivery
08/31/2021	845731	Gillig Corporation	Transit	22.04	40828673. Latch Unit 1818. W/O 202073
08/31/2021	845731	Gillig Corporation	Transit	3,071.43	40828674. Driver Seat Unit 1818. W/O 201892
08/31/2021	845731	Gillig Corporation	Transit	60.46	40830984. Parking Valve Unit 1807. W/O 201928
08/31/2021	845731	Gillig Corporation	Transit	87.64	40831379 PO NUM 313092. Wheel Studs
08/31/2021	845731	Gillig Corporation	Transit	162.76	40831853 PO NUM 313092. Wheel Studs
08/31/2021	845731	Gillig Corporation	Transit	416.66	40832736. Upper Torque Rod Unit 1818. W/O 201892 Job #3
08/31/2021	845733	Graybar Electric	Arterial Streets	512.00	WO 21-16 Rimrock to Virginia Traffic Signal
08/31/2021	845733	Graybar Electric	Arterial Streets	32,457.00	WO 21-16 Rimrock to Virginia Traffic Signal
08/31/2021	845735	Hach Company	Wastewater	5,240.15	Sensor replacement
08/31/2021	845735	Hach Company	Water	1,698.91	Circ boards
08/31/2021	845738	Hawkins Inc.	Water	23,351.80	AQUA HAWK 457 COAGULANT
08/31/2021	845738	Hawkins Inc.	Water	23,298.80	AQUA HAWK 457 COAGULANT
08/31/2021	845738	Hawkins Inc.	Water	23,362.40	AQUA HAWK 457 COAGULANT
08/31/2021	845738	Hawkins Inc.	Water	-932.79	CREDIT ON COAGULANT DELIVERY
08/31/2021	845739	High Point Network	IT Resources	31,914.00	iSCSI backbone for our City IT Server & Zerto hardware at the new 911 Center
08/31/2021	845740	Highmark Traffic	Airport	6,833.97	Restripe Centerline on Runway 28R/10L.
08/31/2021	845745	Iaff	Payroll Clearing	5,152.72	Payroll Summary
08/31/2021	845746	IMEG Corp	SID Const	6,175.00	Stillwater/Billings MT/Building Assessment
08/31/2021	845747	Ingram Library	Library	86.27	54174541
08/31/2021	845747	Ingram Library	Library	157.90	54174541
08/31/2021	845747	Ingram Library	Library	6.59	54174541
08/31/2021	845747	Ingram Library	Library	76.88	54253094
08/31/2021	845747	Ingram Library	Library	21.86	54253094
08/31/2021	845747	Ingram Library	Library	255.22	54253094
08/31/2021	845747	Ingram Library	Library	12.87	54253095
08/31/2021	845747	Ingram Library	Library	11.97	54253095
08/31/2021	845747	Ingram Library	Library	22.14	54253095
08/31/2021	845747	Ingram Library	Library	52.82	54274540
08/31/2021	845747	Ingram Library	Library	9.41	54274540
08/31/2021	845747	Ingram Library	Library	78.29	54274540
08/31/2021	845747	Ingram Library	Library	16.52	54274542
08/31/2021	845747	Ingram Library	Library	27.07	54274542
08/31/2021	845747	Ingram Library	Library	27.29	54274542
08/31/2021	845747	Ingram Library	Library	19.19	54274543
08/31/2021	845747	Ingram Library	Library	17.70	54274543

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845747	Ingram Library	Library	27.54	54274544
08/31/2021	845747	Ingram Library	Library	17.10	54274545
08/31/2021	845747	Ingram Library	Library	32.29	54274546
08/31/2021	845747	Ingram Library	Library	17.70	54274547
08/31/2021	845747	Ingram Library	Library	9.57	54274547
08/31/2021	845747	Ingram Library	Library	8.99	54274548
08/31/2021	845747	Ingram Library	Library	11.78	54274549
08/31/2021	845747	Ingram Library	Library	762.28	54274550
08/31/2021	845747	Ingram Library	Library	649.75	54274550
08/31/2021	845747	Ingram Library	Library	106.24	54274550
08/31/2021	845747	Ingram Library	Library	10.19	54274550
08/31/2021	845748	Insight Public Sector	IT Resources	23,581.84	three year Veeam licensing and support renewal thru 10/29/2024
08/31/2021	845751	Interstate Power System	Fleet	415.03	C007056609.01 PO NUM 313107
08/31/2021	845751	Interstate Power System	Solid Waste	3,218.69	R007053884.01
08/31/2021	845751	Interstate Power System	General	14.53	C007056083.01
08/31/2021	845751	Interstate Power System	General	14.53	C007056083.01
08/31/2021	845757	Knife River	Street/Traffic	2,383.56	asphalt
08/31/2021	845757	Knife River	Street/Traffic	3,709.56	asphalt
08/31/2021	845757	Knife River	Street/Traffic	448.20	asphalt
08/31/2021	845757	Knife River	SID Const	-13,332.08	SID 1417 Elysian Road
08/31/2021	845757	Knife River	SID Const	13,332.08	SID 1417 Elysian Road
08/31/2021	845761	KTVQ Communication	P.W. Admin	5,010.00	All-inclusive strategic planning, creative and production
08/31/2021	845761	KTVQ Communication	P.W. Admin	5,000.00	All-inclusive strategic planning, creative and production
08/31/2021	845782	MFPE	Payroll Clearing	2,720.00	Payroll Summary
08/31/2021	845780	Montana CSED	Payroll Clearing	3,151.93	Payroll Summary
08/31/2021	845788	Motor Power Equipt	Solid Waste	74,087.00	Landfill live -floor trailers (4)
08/31/2021	845791	MPPA	Payroll Clearing	3,786.65	Payroll Summary
08/31/2021	845781	MT Dakota Utilities	Airport	119.31	285 580 1000 6
08/31/2021	845781	MT Dakota Utilities	Airport	1,810.74	595 580 1000 1
08/31/2021	845781	MT Dakota Utilities	Airport	115.19	706 580 1000 7
08/31/2021	845781	MT Dakota Utilities	Engineering	77.00	595 373 1000 1
08/31/2021	845781	MT Dakota Utilities	Facilities	95.16	130 733 1000 8
08/31/2021	845781	MT Dakota Utilities	Facilities	247.71	757 633 1000 2
08/31/2021	845781	MT Dakota Utilities	Facilities	183.02	929 780 1000 4
08/31/2021	845781	MT Dakota Utilities	Facilities	68.23	989 733 1000 0
08/31/2021	845781	MT Dakota Utilities	Facilities	79.96	993 733 1000 4

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845781	MT Dakota Utilities	Library	341.13	219 924 4851 0
08/31/2021	845781	MT Dakota Utilities	P.W. Admin	19.25	595 373 1000 1
08/31/2021	845781	MT Dakota Utilities	Park Dist 1	25.50	371 101 1000 6
08/31/2021	845781	MT Dakota Utilities	Park Dist 1	24.17	501 473 1000 2
08/31/2021	845781	MT Dakota Utilities	Parking	24.95	303 725 2591 2
08/31/2021	845781	MT Dakota Utilities	Parking	24.88	717 353 1000 6
08/31/2021	845781	MT Dakota Utilities	Parking	23.39	799 152 1209 0
08/31/2021	845781	MT Dakota Utilities	Public Safety	24.95	062 907 9494 7
08/31/2021	845781	MT Dakota Utilities	Public Safety	315.78	169 233 1000 3
08/31/2021	845781	MT Dakota Utilities	Public Safety	108.28	442 190 1000 4
08/31/2021	845781	MT Dakota Utilities	Public Safety	24.95	514 117 0478 9
08/31/2021	845781	MT Dakota Utilities	Public Safety	97.91	533 653 1000 1
08/31/2021	845781	MT Dakota Utilities	Public Safety	74.86	602 589 7178 1
08/31/2021	845781	MT Dakota Utilities	Public Safety	84.51	885 880 1000 4
08/31/2021	845781	MT Dakota Utilities	Solid Waste	108.28	284 225 1320 1
08/31/2021	845781	MT Dakota Utilities	Solid Waste	79.28	602 680 9335 2
08/31/2021	845781	MT Dakota Utilities	Solid Waste	23.39	770 390 1000 2
08/31/2021	845781	MT Dakota Utilities	Transit	103.84	962 880 1000 0
08/31/2021	845781	MT Dakota Utilities	Wastewater	2,159.13	293 780 1000 2
08/31/2021	845781	MT Dakota Utilities	Wastewater	1,079.57	293 780 1000 2
08/31/2021	845781	MT Dakota Utilities	Wastewater	1,079.57	293 780 1000 2
08/31/2021	845781	MT Dakota Utilities	Wastewater	61.58	310 490 1000 7
08/31/2021	845781	MT Dakota Utilities	Wastewater	30.05	410 490 1000 6
08/31/2021	845781	MT Dakota Utilities	Wastewater	69.61	596 733 1000 5
08/31/2021	845781	MT Dakota Utilities	Wastewater	68.23	713 064 3190 0
08/31/2021	845781	MT Dakota Utilities	Wastewater	74.16	735 453 1000 2
08/31/2021	845781	MT Dakota Utilities	Wastewater	72.37	843 879 2205 1
08/31/2021	845781	MT Dakota Utilities	Wastewater	70.31	868 563 1000 7
08/31/2021	845781	MT Dakota Utilities	Water	28.29	010 490 1000 0
08/31/2021	845781	MT Dakota Utilities	Water	75.55	076 225 9180 3
08/31/2021	845781	MT Dakota Utilities	Water	23.39	110 490 1000 9
08/31/2021	845781	MT Dakota Utilities	Water	23.39	209 077 5055 6
08/31/2021	845781	MT Dakota Utilities	Water	26.20	210 490 1000 8
08/31/2021	845781	MT Dakota Utilities	Water	184.74	310 490 1000 7
08/31/2021	845781	MT Dakota Utilities	Water	12.75	373 580 1000 9
08/31/2021	845781	MT Dakota Utilities	Water	12.75	373 580 1000 9

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845781	MT Dakota Utilities	Water	90.16	410 490 1000 6
08/31/2021	845781	MT Dakota Utilities	Water	102.76	500 490 1000 7
08/31/2021	845781	MT Dakota Utilities	Water	24.17	510 490 1000 5
08/31/2021	845781	MT Dakota Utilities	Water	23.39	527 033 1000 4
08/31/2021	845781	MT Dakota Utilities	Water	23.39	541 380 1000 1
08/31/2021	845781	MT Dakota Utilities	Water	23.39	566 923 1000 8
08/31/2021	845781	MT Dakota Utilities	Water	11.70	600 490 1000 6
08/31/2021	845781	MT Dakota Utilities	Water	11.69	600 490 1000 6
08/31/2021	845781	MT Dakota Utilities	Water	23.39	610 490 1000 4
08/31/2021	845781	MT Dakota Utilities	Water	23.39	666 923 1000 7
08/31/2021	845781	MT Dakota Utilities	Water	31.82	700 490 1000 5
08/31/2021	845781	MT Dakota Utilities	Water	85.00	800 490 1000 4
08/31/2021	845781	MT Dakota Utilities	Water	23.39	832 001 1000 1
08/31/2021	845781	MT Dakota Utilities	Water	107.58	900 490 1000 3
08/31/2021	845781	MT Dakota Utilities	Water	68.23	921 580 1000 6
08/31/2021	845781	MT Dakota Utilities	General	160.74	061 943 1000 6
08/31/2021	845781	MT Dakota Utilities	General	48.73	437 780 1000 9
08/31/2021	845781	MT Dakota Utilities	General	24.10	571 295 3342 8
08/31/2021	845781	MT Dakota Utilities	General	33.22	927 890 1000 3
08/31/2021	845785	MT State Firemen	Payroll Clearing	4,329.00	Payroll Summary
08/31/2021	845792	MT Waterworks	Wastewater	278.02	SADDLES 8X2 AND 12X2
08/31/2021	845792	MT Waterworks	Water	339.00	1" X 60' K-TYPE SOFT COPPER TUBE P/N: KSOFT160
08/31/2021	845792	MT Waterworks	Water	1,000.00	3/4" CURB VALVE - COMPRESSION-MINNEAPOLIS
08/31/2021	845792	MT Waterworks	Water	5,432.00	3/4" METER LOOPS AKA YOKE
08/31/2021	845792	MT Waterworks	Water	5,432.00	3/4" METER LOOPS AKA YOKE
08/31/2021	845792	MT Waterworks	Water	32.80	6" FLANGE GASKET RED FULL FACE
08/31/2021	845792	MT Waterworks	Water	331.88	8 X 12 MJ SLEEVE - P/N: DML8
08/31/2021	845792	MT Waterworks	Water	845.88	8" MJ ONE-LOK SLCP ACC REST F/PVC
08/31/2021	845792	MT Waterworks	Water	845.88	8" restraint joint gland packs
08/31/2021	845792	MT Waterworks	Water	359.33	8" X 30" C1-FC REPAIR CLAMP - F1-939 X 30-SH
08/31/2021	845792	MT Waterworks	Water	7.22	Gaskets for copper horns
08/31/2021	845792	MT Waterworks	Water	600.00	MJ GLAND PACK 4"
08/31/2021	845792	MT Waterworks	Water	417.02	SADDLES 8X2 AND 12X2
08/31/2021	845792	MT Waterworks	Water	835.80	TYLER 24" EXTENSION - SCREW TYPE 6860 30B
08/31/2021	845792	MT Waterworks	Water	1,646.70	TYLER 6860 HD 26" TOP SECTION (TY502166) (COB-100)
08/31/2021	845792	MT Waterworks	Water	1,573.32	Valve for hydrant meters

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08/31/2021	845794	Napa-MET	Transit	33.25	3977-00-323030 PO NUM 313093. Junction Block
08/31/2021	845794	Napa-MET	Transit	-33.51	3977-00-323129 PO NUM 313093. Air Filter Return
08/31/2021	845794	Napa-MET	Transit	-4.00	3977-00-323129. Hole Saw Return
08/31/2021	845794	Napa-MET	Transit	50.00	3977-00-324162 PO NUM 313093. Wip HD Wiper, LMP Boxed Capsules
08/31/2021	845794	Napa-MET	Transit	154.48	3977-00-324200. Battery Unit 1866. W/O 202143
08/31/2021	845794	Napa-MET	Transit	-18.00	3977-00-324220. Battery Core Unit 1866. W/O 202143
08/31/2021	845794	Napa-MET	Transit	13.77	3977-00-324373. Seam Sealer Unit 1872. W/O 202150
08/31/2021	845794	Napa-MET	Transit	2.86	3977-00-324452 PO NUM 313093. Oil Filter
08/31/2021	845794	Napa-MET	Transit	166.86	3977-00-324459. Brake Booster Unit 1891. W/O 202158
08/31/2021	845794	Napa-MET	Transit	67.60	3977-00-326265 PO NUM 313093. Filters & Steering Wheel Cover
08/31/2021	845794	Napa-MET	Transit	31.98	3977-00-326265. Paper Towels
08/31/2021	845794	Napa-MET	Transit	-38.89	3977-00-326324. Brake Booster Core Unit 1891. W/O 202158
08/31/2021	845794	Napa-MET	Transit	22.56	3977-00-326365 PO NUM 313093. Fuse Holder
08/31/2021	845794	Napa-MET	Transit	54.38	3977-00-326604. Chain & Primer Unit 1821. W/O 200837
08/31/2021	845794	Napa-MET	Transit	47.40	3977-00-327618 PO NUM 313093. Circuit Breaker
08/31/2021	845794	Napa-MET	Transit	11,219.00	Invoice #3977-00-325153. DEF Tank
08/31/2021	845799	NorthWestern Energy	Airport	28,168.51	0100482-9. Airport Vault Main Acct. August 2021
08/31/2021	845799	NorthWestern Energy	Airport	366.53	0712792-1. IP-7. August 2021
08/31/2021	845799	NorthWestern Energy	Airport	897.93	0712800-2. IP-9. August 2021
08/31/2021	845799	NorthWestern Energy	Airport	220.02	0712809-3. IP-11/12 Alpine Maintenance. August 2021
08/31/2021	845799	NorthWestern Energy	Engineering	737.45	1741314-7
08/31/2021	845799	NorthWestern Energy	Facilities	8,195.47	0100507-3
08/31/2021	845799	NorthWestern Energy	Facilities	56.89	3602453-7
08/31/2021	845799	NorthWestern Energy	Facilities	2,034.49	3602454-5
08/31/2021	845799	NorthWestern Energy	P.W. Admin	184.36	1741314-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	7.01	0722237-5
08/31/2021	845799	NorthWestern Energy	Park Dist 1	6.26	0722247-4
08/31/2021	845799	NorthWestern Energy	Park Dist 1	280.41	0722251-6
08/31/2021	845799	NorthWestern Energy	Park Dist 1	1.08	0722254-0
08/31/2021	845799	NorthWestern Energy	Park Dist 1	87.72	0722255-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	567.20	0722257-3
08/31/2021	845799	NorthWestern Energy	Park Dist 1	364.23	0722260-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	15.65	0722261-5
08/31/2021	845799	NorthWestern Energy	Park Dist 1	18.77	0722262-3
08/31/2021	845799	NorthWestern Energy	Park Dist 1	130.92	0722263-1
08/31/2021	845799	NorthWestern Energy	Park Dist 1	188.82	0722265-6

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845799	NorthWestern Energy	Park Dist 1	34.71	0722266-4
08/31/2021	845799	NorthWestern Energy	Park Dist 1	22.66	0722268-0
08/31/2021	845799	NorthWestern Energy	Park Dist 1	16.28	0722269-8
08/31/2021	845799	NorthWestern Energy	Park Dist 1	10.44	0722292-0
08/31/2021	845799	NorthWestern Energy	Park Dist 1	39.58	0722293-8
08/31/2021	845799	NorthWestern Energy	Park Dist 1	17.95	0722905-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	393.31	0722933-9
08/31/2021	845799	NorthWestern Energy	Park Dist 1	0.00	0723027-9
08/31/2021	845799	NorthWestern Energy	Park Dist 1	338.46	0723035-2
08/31/2021	845799	NorthWestern Energy	Park Dist 1	7.79	0723036-0
08/31/2021	845799	NorthWestern Energy	Park Dist 1	185.47	0723037-8
08/31/2021	845799	NorthWestern Energy	Park Dist 1	46.53	0723038-6
08/31/2021	845799	NorthWestern Energy	Park Dist 1	59.34	0723042-8
08/31/2021	845799	NorthWestern Energy	Park Dist 1	466.45	0723044-4
08/31/2021	845799	NorthWestern Energy	Park Dist 1	100.76	0723048-5
08/31/2021	845799	NorthWestern Energy	Park Dist 1	208.28	0723050-1
08/31/2021	845799	NorthWestern Energy	Park Dist 1	29.46	0723051-9
08/31/2021	845799	NorthWestern Energy	Park Dist 1	84.35	0723052-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	567.78	0723054-3
08/31/2021	845799	NorthWestern Energy	Park Dist 1	80.80	0723055-0
08/31/2021	845799	NorthWestern Energy	Park Dist 1	65.69	0723056-8
08/31/2021	845799	NorthWestern Energy	Park Dist 1	8.92	0723057-6
08/31/2021	845799	NorthWestern Energy	Park Dist 1	36.55	0723058-4
08/31/2021	845799	NorthWestern Energy	Park Dist 1	8.70	0723090-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	6.00	0723162-4
08/31/2021	845799	NorthWestern Energy	Park Dist 1	1,393.98	0723170-7
08/31/2021	845799	NorthWestern Energy	Park Dist 1	23.29	0789437-1
08/31/2021	845799	NorthWestern Energy	Parking	453.03	0720829-1
08/31/2021	845799	NorthWestern Energy	Parking	1,973.16	0720834-1
08/31/2021	845799	NorthWestern Energy	Parking	752.14	1594282-4
08/31/2021	845799	NorthWestern Energy	Parking	1,382.16	3067416-2
08/31/2021	845799	NorthWestern Energy	Public Safety	370.06	1984150-1
08/31/2021	845799	NorthWestern Energy	Public Safety	257.55	1984155-0
08/31/2021	845799	NorthWestern Energy	Public Safety	2,609.17	3448739-7
08/31/2021	845799	NorthWestern Energy	Radio	231.34	0721580-9
08/31/2021	845799	NorthWestern Energy	Street/Traffic	6.00	0723645-8

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845799	NorthWestern Energy	Transit	183.11	1784756-7
08/31/2021	845799	NorthWestern Energy	Water	11,956.42	0100540-4
08/31/2021	845799	NorthWestern Energy	Water	642.89	5809 Canyon Woods Dr - Zone 4 July usage
08/31/2021	845799	NorthWestern Energy	General	1,930.95	0100506-5
08/31/2021	845800	OCLC	Library	11,664.59	1000137008 Group Contract 7/2021-6/2022
08/31/2021	845803	PeopleReady	Solid Waste	3,217.11	Contract work for the landfill.
08/31/2021	845803	PeopleReady	Solid Waste	3,701.10	Contract work for the landfill.
08/31/2021	845803	PeopleReady	Solid Waste	3,463.85	Contract work for the landfill.
08/31/2021	845805	Performance Eng&Consult	Park Dist 1	2,333.25	Floating Dock-Josephine Lake
08/31/2021	845805	Performance Eng&Consult	Storm Sewer	15,365.75	Bitterroot Drive and Wicks Lane Corridor Drainage Improvements
08/31/2021	845808	Polydyne Inc	Wastewater	4,144.40	Chemicals
08/31/2021	845809	Power Service Of MTc	Wastewater	20,444.02	TSP pump
08/31/2021	845812	Public Utilities	Park Dist 1	3,108.81	180092
08/31/2021	845812	Public Utilities	Parks Maint	153.47	102418
08/31/2021	845812	Public Utilities	Parks Maint	556.21	136082
08/31/2021	845812	Public Utilities	Parks Maint	4,062.79	136087
08/31/2021	845812	Public Utilities	Parks Maint	5,169.27	136090
08/31/2021	845812	Public Utilities	Parks Maint	1,710.30	136091
08/31/2021	845812	Public Utilities	Parks Maint	9,806.08	136092
08/31/2021	845812	Public Utilities	Parks Maint	570.02	136093
08/31/2021	845812	Public Utilities	Parks Maint	9,313.38	136095
08/31/2021	845812	Public Utilities	Parks Maint	4,785.03	136096
08/31/2021	845812	Public Utilities	Parks Maint	354.34	136098
08/31/2021	845812	Public Utilities	Parks Maint	12.38	136099
08/31/2021	845812	Public Utilities	Parks Maint	10.45	136100
08/31/2021	845812	Public Utilities	Parks Maint	839.46	136101
08/31/2021	845812	Public Utilities	Parks Maint	12,546.42	136103
08/31/2021	845812	Public Utilities	Parks Maint	203.58	136108
08/31/2021	845812	Public Utilities	Parks Maint	127.94	136111
08/31/2021	845812	Public Utilities	Parks Maint	163.93	136115
08/31/2021	845812	Public Utilities	Parks Maint	1,086.81	148074
08/31/2021	845812	Public Utilities	Parks Maint	3,466.11	148398
08/31/2021	845812	Public Utilities	Parks Maint	397.03	148423
08/31/2021	845812	Public Utilities	Parks Maint	3,082.28	148654
08/31/2021	845812	Public Utilities	Parks Maint	9.45	148702
08/31/2021	845812	Public Utilities	Parks Maint	1,473.39	158252

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845812	Public Utilities	Parks Maint	7,444.31	163614
08/31/2021	845812	Public Utilities	Parks Maint	85.25	163944
08/31/2021	845812	Public Utilities	Parks Maint	13,315.79	164211
08/31/2021	845812	Public Utilities	Parks Maint	12,860.99	164212
08/31/2021	845812	Public Utilities	Parks Maint	12,818.79	166674
08/31/2021	845812	Public Utilities	Parks Maint	1,490.48	168362
08/31/2021	845812	Public Utilities	Parks Maint	8,653.58	175850
08/31/2021	845812	Public Utilities	Parks Maint	393.24	176577
08/31/2021	845812	Public Utilities	Parks Maint	127.94	177710
08/31/2021	845812	Public Utilities	Parks Maint	13.24	179987
08/31/2021	845812	Public Utilities	Parks Maint	3,519.99	180090
08/31/2021	845812	Public Utilities	Parks Maint	638.59	180091
08/31/2021	845812	Public Utilities	Parks Maint	289.91	187900
08/31/2021	845812	Public Utilities	Parks Maint	3,315.33	192352
08/31/2021	845812	Public Utilities	Parks Maint	239.71	201942
08/31/2021	845812	Public Utilities	Parks Maint	239.70	201942
08/31/2021	845812	Public Utilities	Parks Maint	14,467.78	236250
08/31/2021	845812	Public Utilities	Parks Maint	9,047.74	242652
08/31/2021	845812	Public Utilities	Parks Maint	9.45	260404
08/31/2021	845812	Public Utilities	Street/Traffic	5,420.45	168593
08/31/2021	845812	Public Utilities	Street/Traffic	402.31	178621
08/31/2021	845812	Public Utilities	Street/Traffic	11.08	180331
08/31/2021	845812	Public Utilities	Street/Traffic	4,847.12	180332
08/31/2021	845812	Public Utilities	Street/Traffic	504.82	180333
08/31/2021	845812	Public Utilities	Street/Traffic	2,599.65	180335
08/31/2021	845812	Public Utilities	Street/Traffic	2,197.91	180336
08/31/2021	845812	Public Utilities	Street/Traffic	9.15	180337
08/31/2021	845812	Public Utilities	Street/Traffic	304.77	180338
08/31/2021	845812	Public Utilities	Street/Traffic	221.39	180339
08/31/2021	845812	Public Utilities	Street/Traffic	8.15	180396
08/31/2021	845812	Public Utilities	Street/Traffic	4,111.86	184751
08/31/2021	845812	Public Utilities	Street/Traffic	4,028.48	185688
08/31/2021	845812	Public Utilities	Street/Traffic	1,758.27	185689
08/31/2021	845812	Public Utilities	Street/Traffic	11.08	185690
08/31/2021	845812	Public Utilities	Street/Traffic	2,561.75	185691
08/31/2021	845812	Public Utilities	Street/Traffic	4,399.90	191161

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845812	Public Utilities	Street/Traffic	9,300.37	191162
08/31/2021	845812	Public Utilities	Street/Traffic	519.80	241853
08/31/2021	845812	Public Utilities	Street/Traffic	8.15	243345
08/31/2021	845812	Public Utilities	Street/Traffic	436.42	243891
08/31/2021	845812	Public Utilities	Street/Traffic	978.39	248978
08/31/2021	845812	Public Utilities	Street/Traffic	4,469.56	PW-Utilities 5160 Midland Rd IRR Streetscape Irrigation 08.2021
08/31/2021	845812	Public Utilities	Wastewater	2,660.00	111176
08/31/2021	845816	RDO Equipment	Solid Waste	110.08	P8019412
08/31/2021	845816	RDO Equipment	Solid Waste	17.50	P8019412
08/31/2021	845816	RDO Equipment	Solid Waste	235.00	W3146212
08/31/2021	845816	RDO Equipment	Solid Waste	2,710.00	W3146212
08/31/2021	845820	Rocky Mt Oilfield	Public Safety	6,997.94	RMOW 383059, radios and encryptions
08/31/2021	845820	Rocky Mt Oilfield	Public Safety	581.46	RMOW 383143, antennas and internal speakers
08/31/2021	845820	Rocky Mt Oilfield	Public Safety	1,843.97	RMOW384279, head interfaces and hand helds
08/31/2021	845821	Routeware Inc	Solid Waste	2,538.00	EasyRoute Subscription - Annual. 4664 HERE Road Network Annual Renewal.
08/31/2021	845821	Routeware Inc	Solid Waste	14,341.50	Routeware Control Center Support
08/31/2021	845823	Sanderson Stewart	Water	26,016.05	WO 20-30 Hallowell Lane Improvement
08/31/2021	845824	School Bus Safety Co	Transit	2,950.00	Invoice #T-2254. Web-Based Transit Operator Development Course
08/31/2021	845830	Sk Geotechnical	General	24,584.60	WO 21-40 Slope Stabilization Above Park Place
08/31/2021	845840	Terracon Consultants	SID Const	6,950.00	Visual Exterior Wall and Window Assessment 316 N. 26th Street
08/31/2021	845841	TESSCO Incorporated	Water	4,065.06	Antennas
08/31/2021	845842	Tetra Tech, Inc.	Solid Waste	23,969.77	Environmental Monitoring Services for the Landfill
08/31/2021	845844	The Appraisal Group	Gas Tax	5,549.50	WO 09-12 IBL Appraisal Update
08/31/2021	845846	Tire-Rama	Solid Waste	150.00	Alignment. Unit 62.
08/31/2021	845846	Tire-Rama	Solid Waste	944.96	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	2,572.08	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	4,754.50	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	4,235.00	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	4,843.50	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	4,912.50	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	1,904.00	Tire Repair. Collections.
08/31/2021	845846	Tire-Rama	Solid Waste	500.00	Tire Repair. Landfill.
08/31/2021	845846	Tire-Rama	Solid Waste	1,060.04	Tire Repair. Landfill. Slime all tires.
08/31/2021	845846	Tire-Rama	Solid Waste	258.11	Tire Repair. Landfill.
08/31/2021	845846	Tire-Rama	Solid Waste	4,146.00	Tire Repairs. Collections.
08/31/2021	845846	Tire-Rama	Street/Traffic	304.14	1050020420

Check Date	Check#	Name	Fund Name	Amount	Item Desc
08/31/2021	845846	Tire-Rama	Street/Traffic	17.50	1050020943
08/31/2021	845846	Tire-Rama	Street/Traffic	20.00	1050021608
08/31/2021	845848	TMG Services Inc	Water	5,743.24	Chemical Building Winter maintenance supplies
08/31/2021	845848	TMG Services Inc	Water	194.14	Valve
08/31/2021	845849	Town & Country Supply	Airport	23,413.33	Invoice #420550. QTA Car Rental Fuel
08/31/2021	845849	Town & Country Supply	Fleet	14,547.56	420091 PO NUM 313071
08/31/2021	845849	Town & Country Supply	Fleet	19,924.16	420544 PO NUM 313096
08/31/2021	845849	Town & Country Supply	Transit	5,844.87	420179 PO NUM 313088. 2020 Gal Unleaded
08/31/2021	845849	Town & Country Supply	Water	347.92	NONSTOCKING ITEMS-P.U.D.
08/31/2021	845851	TriTech Software	Public Safety	2,778.30	CentralSquare 328329, crime mapping software subscription
08/31/2021	845857	Wilson Bros Const	Water	184,325.13	2021 Water Replacement Project
08/31/2021	845858	Wright Company	Wastewater	5,816.25	Weed control for all bareground areas w/in WWTP Land
08/31/2021	845859	Yellowstone Valley Elec	Solid Waste	3,305.42	Electricity Service Landfill. 07/01/21 - 08/01/21.

City Council Regular

Date:	09/27/2021
Title:	Public Hearing for the FY2020-2021 Draft Comprehensive Annual Performance Evaluation Report (CAPER) and Community Needs
Presented by:	Brenda Beckett
Department:	Planning & Community Services
Presentation:	Yes

RECOMMENDATION

Staff recommends Council hold a public hearing to receive input on the City's draft CAPER and to obtain public comment on community needs to assist the Community Development Board in designing the application process for the upcoming program year. No further action is required at this time.

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

As a recipient of the Community Development Block Grant (CDBG) and HOME Investment Partnerships program (HOME) funding, the United States Department of Housing and Urban Development (HUD) requires City staff to submit a performance report within 90 days following June 30, the end of the program year. This report is called the Comprehensive Annual Performance Evaluation Report (CAPER).

As part of the community review process, City staff must make the report available for public comment for a minimum 15-day period, scheduled from September 11 through September 27, 2021. A notice of the availability of the draft report has been published online and provided to community partners and stakeholders. The drafted CAPER has been provided as an attachment to this report. Updated versions may be viewed online at www.BillingsMT.gov/caper.

STAKEHOLDERS

Stakeholders for this process and programs include: Public and private agencies that provide: assisted housing; health, social, and fair housing services; low-income families and individuals; persons with disabilities; elderly persons; children; persons with HIV/AIDS and their families; those experiencing homelessness; and racial and ethnic minorities.

ALTERNATIVES

City Council's only option is to hold the public hearing in order continue receiving CDBG and HOME funds and to comply with Federal law.

FISCAL EFFECTS

The annual performance report summarizes the City's progress in achieving the goals of its five-year Consolidated Plan and Annual Action Plan for FY2020-2021. The City received $657,820 in new federal CDBG funding and $349,053 in new HOME funding to carry out home buyer / repair and poverty-impact initiatives.

The Community Development Board has made a request to obtain input on community needs prior to developing an application for next year's federal funding allocation. Routine resources allocated to the City include entitlement funds like CDBG and HOME as described above. Additional pandemic-response resources have been allocated to the City including CDBG-CV and HOME-ARP. These allocation balances are as follows:

- CDBG-CV - $554,586 - Remaining after initial project allocation for Salvation Army Program and Downtown Billings public restroom project.
- HOME-ARP - $1,211,321 - Allocated but not yet able to program per delay in HUD guidance.

SUMMARY

Staff recommends Council hold a public hearing to receive input on the City's Draft CAPER and current community needs.

Attachments

FY20-21 Draft CAPER
CD Draw & Time Tracking Procedures

CITY OF Billings

Comprehensive Annual Performance Evaluation Report FY2020-2021

DRAFT

Community Development Division
2825 Third Avenue North
Billings, Montana 59101
www.BillingsMT.gov/comdev
406.657.8281 TTY711

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A - Public Notice ..... TBD

B - Section 3 Reports ..... TBD

IDIS Reports Available by Request

PR03: CDBG Activity Summary Report
PR05: Drawdown Report by Project and Activity
PR07: Drawdown Report by Voucher Number
PR09: Receipt Fund Type Detail Report
PR22: Status of HOME Activities - Entitlement
PR23: CDBG / HOME Summary of Accomplishments
PR25: Status of CHDO Funds by Fiscal Year Report
PR26: CDBG Financial Summary Report
PR26: Activity Summary by Selected Grant
PR27: Status of HOME Grants - Entitlement
PR33: Home Matching Liability Report
PR56: CDBG Timeliness Report

DRAFT

CR-05 Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. *91.520(a)*

This could be an overview including major initiatives/highlights that were proposed and executed throughout the program year. Maximum 4,000 characters and no additional text boxes available.

Introduction

Presented herein is the City of Billings FY2020-2021 Comprehensive Annual Performance and Evaluation Report (CAPER) for the federally funded Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Both CDBG and HOME funds were granted to the City of Billings as an entitlement community through the United States Department of Housing and Urban Development (HUD).

The CAPER covers a program year beginning on July 1 to June 30 and it illustrates the City's progress in meeting goals established in the five-year Consolidated Plan and the Annual Action Plan. Funding for each of the City's programs is allocated on a shovel- and close-ready basis in order to ensure efficient use of funds.

Public Comment

The public comment period for this CAPER exceeded the 15 day minimum; it began on September 11 and ended on September 27, 2021. The Billings City Council also held a public hearing to take comments on accomplishments represented in the CAPER. Notice of the public comment period and hearing was published in the Yellowstone County News for three consecutive weeks. Public comments include:

- **Pending:** Pending

Progress Assessment

The City of Billings met most of the goals established for both the Consolidated and Annual Action Plan until FY2020-2021. The COVID-19 pandemic has impacted the City's ability to meet projected outcomes. Each of the City's highest priorities and activities are listed below, along with accomplishments for each program.

Affordable Housing Preservation

- **Housing Rehabilitation:** The City was unable to assist low-income households with financing to carry out major home repairs; the five-year total for this program is 20 homeowner housing units rehabilitated. Significant hail storms the summer of 2019 contributed to a contractor shortage and homeowners are hesitant to engage with the program due to coronavirus contamination concerns.
- **Foreclosure Acquisition / Rehabilitation:**
    - The City purchased, rehabilitated and sold twelve homes to income-qualified households since 2009.
    - A low-income household purchased a recently rehabilitated home on North 22nd Street.
    - One property was purchased in the Billings Heights area last fiscal year and staff reviewed the project for rehabilitation feasibility. The property was demolished and a Request for Proposals has been issued for affordable housing development.

DRAFT

New Affordable Housing Opportunity

- **Affordable Housing Development:** Financing was provided to NeighborWorks Montana, a certified Community Housing Development Organization (CHDO), to upgrade infrastructure for a resident-owned-community benefitting 60 low-income households residing in manufactured housing. The project will be completed in the fall of 2021.
- **First Time Home Buyer:** A total of 60 households were assisted with down payment and closing costs through HOME, CDBG, and non-federal programs this fiscal year.

Poverty Impact

- **Billings Metro VISTA Project:** AmeriCorps Volunteers in Service to America (VISTA) members were dedicated to impacting poverty and homelessness in Billings. Overall, the project provided education, housing, health and social services to 297 low-income individuals in the Billings area this year.

The following table compares proposed and actual outcomes for the FY2020-2024 Consolidated Plan *(Expected / Actual Strategic Plan)* and the FY2020-2021 Annual Action Plan *(Expected / Actual Program Year).*

DRAFT

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. *91.520(g)*

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 - Accomplishments –Strategic Plan to Date and Program Year

Goal	Category	Source / Amount*	Indicator	Unit of Measure	Five-Year Goals: FY2020-2024			One-Year Goals: FY2020-2021		
					Expected Strategic Plan	Actual Strategic Plan	% Complete	Expected Program Year	Actual Program Year	% Complete
Create, preserve, and expand affordable housing options	Affordable Housing	CDBG $1,886,534 HOME $1,779,053	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	60	60	100%	60	60	100%
			Rental units constructed	Household Housing Unit	10	-	-	-	-	-
			Rental units rehab		-	-	-	-	-	-
			Homeowner Housing Added		-	-	-	-	-	-
			Homeowner Housing Rehabilitated		20	*Did not meet goal*		4	*Did not meet goal*	
			Direct Financial Assistance to Homebuyers	Households Assisted	175	61	35%	35	61	174%
Neighborhood Revitalization: Foreclosures	Affordable Housing	CDBG $780,677	Homeowner Housing Rehabilitated	Household Housing Unit	5	1	20%	1	1	100%
			Buildings Demolished	Buildings	0	0	-	0	1	N/A
Impact Poverty	Poverty Impact	CDBG $585,508	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,000	890	89%	200	890	445%
Prevent, prepare for, and respond to coronavirus	Other: Prevent, prepare for, and respond to coronavirus	CDBG-CV $909,126	Public service activity for low-income benefit	Persons Assisted	500	*Pending FY21-22*		500	*Pending FY21-22*	
			Public facility or infrastructure activities		500	*Pending FY21-22*		500	*Pending FY21-22*	

Staff Note: HUD's Integrated Disbursement and Information System (IDIS) screen shows as Table 1 - Accomplishments - Program Year and Table 2 - Accomplishments - Strategic Plan to Date

**Monetary figures in this chart represent the estimated investment of CDBG and HOME funds noted in the Consolidated Plan for a five-year period.*

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Billings utilizes CDBG funds to address low-income housing needs through home repair, home buyer, and affordable housing development programs. The City also supports a public service activity to assist nonprofit organizations in meeting the needs of those experiencing homelessness and / or poverty. The following priorities have been identified as specific objectives and are included in the Consolidated Plan.

Affordable Housing Preservation: The use of CDBG funds to preserve existing housing positively influences housing accessibility and affordability for current low-income home owners and potential homebuyers. Nearly 10,000 households in Billings have one or more housing problems. The majority of homeowners are cost burdened; paying greater than 30% of household income for housing expenses. Additional funding to maintain or improve their homes is, often times, out of reach.

New Affordable Housing Opportunity: Using CDBG funds to create low-income housing opportunities improves access to, and the quality of, the affordable housing stock. Low-income households need access to affordable housing and there are a limited number of housing units available, as indicated in the Consolidated Plan's Market Analysis. In addition, the Consolidated Plan's Needs Assessment indicates the majority of homeowners and renters are cost burdened; paying greater than 30% of household income for housing expenses. The number of people in need is rising, including the homeless, the elderly, and the disabled.

Poverty Impact: The number of people experiencing poverty and homelessness is rising in Billings. As noted in the Consolidated Plan's Needs Assessment, there are over 700 people experiencing homelessness in Billings at any one point in time. From 2005 through 2008, the average number of people experiencing homelessness was significantly smaller at 600 people.

Nonprofit social service organizations greatly benefit from the use of CDBG funds to support the Billings Metro VISTA Project. VISTA members work to alleviate poverty through the expansion or improvement of services such as housing, healthcare, education, employment, and financial literacy to alleviate poverty conditions for very low-income citizens.

Housing Choice: While not funded through CDBG or HOME funds this fiscal year, expanding housing choice is an important goal for the City of Billings - Community Development Division. Enhancing housing choice for existing and potential new residents fosters stable, socio-economically diverse neighborhoods citywide.

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CR-10 Racial and Ethnic Composition of Families Assisted

Describe the families assisted (including the racial and ethnic status of families assisted). *91.520(a)*

Race / Ethnicity	CDBG	HOME	Non-Federal	Totals
White	728	27	1	756 / 75%
Black or African American	18	0	0	255 / 25%
Asian	7	0	0	
American Indian or American Native	173	2	0	
Native Hawaiian or Other Pacific Islander	0	0	0	
American Indian and Black	0	0	0	
Multi-Racial	54	1	0	
Totals	**980**	**30**	**1**	**1,011**
Hispanic	71	1	0	72 / 7%
Not Hispanic	909	29	1	939 / 93%

Table 2 – Table of assistance to racial and ethnic populations by source of funds

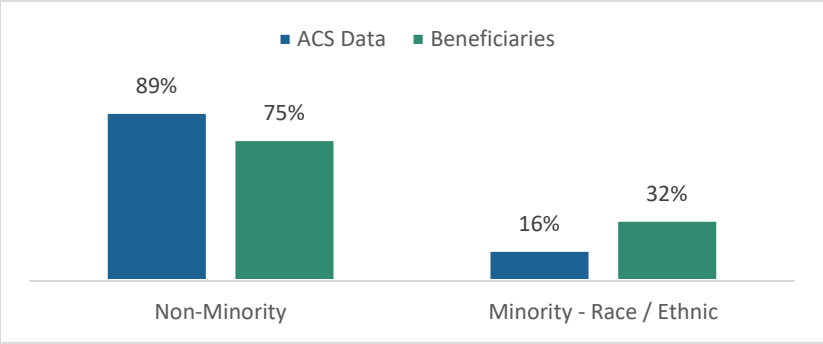
Narrative

The City assisted 1,011 beneficiaries with CDBG and HOME this fiscal year. Please note - the IDIS table does not include "Multi-Racial" beneficiaries.

Twenty-five percent of the beneficiaries self-reported they were a racial minority. Seven percent reported they were Hispanic.

Special Categories		CDBG	HOME	CDBG / HOME Totals	Non-Federal	Totals All Programs
Single Head of Household	Female	99	9	108	1	224 / 22%
	Male	112	3	115	0	
Disabled		108	3	111	0	111 / 11%
Elderly		102	2	104	0	104 / 10%

Out of the total beneficiaries assisted, 22 percent noted they were single-headed households, 11 percent self-reported disabilities, and ten percent of the beneficiaries noted they were elderly. *Please note, the above charts were adapted from HUD's IDIS system as IDIS does not include a category for multi-racial beneficiaries or totals.*



The 2019 American Community Survey (ACS) estimates indicate a 16 percent overall percent minority rate in Billings, including Hispanics. Thirty-two percent of the City's beneficiaries were racial and ethnic minorities this past fiscal year when calculated using category percentages collectively.

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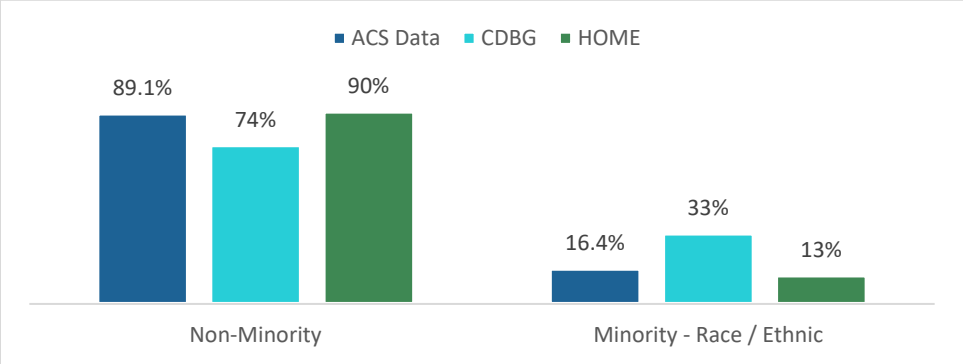
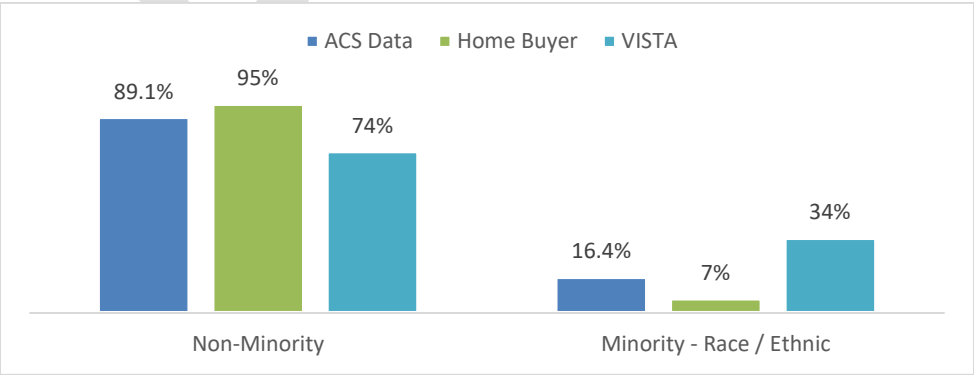
Beneficiaries by Program and Funding Source								
Race / Ethnicity	Home Buyer			Housing Development	Home Repair	Foreclosure	VISTA	Totals
	CDBG	HOME	City*	CDBG	CDBG	CDBG	CDBG	
White	29	27	1	43	0	1	655	**756**
Black or African American	0	0	0	1	0	0	17	**18**
Asian	0	0	0	0	0	0	7	**7**
American Indian or American Native	0	2	0	15	0	0	158	**175**
Native Hawaiian or Other Pacific Islander	0	0	0	0	0	0	0	**0**
American Indian and Black	0	0	0	0	0	0	0	**0**
Multi-Racial	0	1	0	1	0	0	53	**66**
Subtotals	**29**	**30**	**1**	**60**	**0**	**1**		**1011**
Totals		**61**						
Hispanic	0	1	0	2	0	0	69	**72**
Not Hispanic	29	29	1	58	0	0	821	**939**
Special Populations	Home Buyer			Housing Development	Home Repair	Foreclosure	VISTA	Totals
	CDBG	HOME	City*	CDBG	CDBG	CDBG	CDBG	
Single Head of Household – Female	2	9	1	Pending	0	0	97	**109**
Single Head of Household – Male	1	3	0		0	1	110	**115**
Disabled Households	1	3	0		0	1	106	**111**
Elderly	0	2	0		0	0	102	**104**

**Non-federal funds dedicated by the City of Billings*

Demographics by Funding Source: The 2019 ACS data indicates an approximate 16 percent minority rate, including both racial and ethnic categories, similar to CDBG and HOME beneficiary percentages.



Demographics by Program: Seven percent of the First Time Home Buyer beneficiaries were racial / ethnic minority households. Thirty-four percent of the Billings Metro VISTA Project beneficiaries were racial / ethnic minorities. *Please note - the PDF version of the CAPER submitted to HUD via email and through IDIS contains various charts and graphs depicting data explained herein. Charts and graphs may not be included in the IDIS version, as they are not sizing correctly when uploaded.*



Marketing and Outreach

Add IDIS Text Box

Ongoing Marketing: Community Development Division staff makes concerted efforts to market available programs and opportunities to attract minorities, the disabled and female-headed households to participate. The **Montana Relay 711** phone number is placed on City correspondence, publications, notices, and on program brochures. Information on home repair and purchase programs is continually available via the City of Billings website, at the Community Development office, the City's Building Division and the Billings Home Center.

Community Outreach: When possible, staff participates and facilitates many community events to promote home buyer / repair programs and contractor opportunity, including the *Phillips 66 Meet in the Park* event held each September in South Park, a lower income neighborhood. The South Side Neighborhood has high concentrations of low-income, racial / ethnic minorities, and female-headed households. City staff has historically contacted seven mobile home park managers to distribute brochures on home buyer / repair programs and contractor opportunity. Staff also provided a contractor's ad to local title companies who manage rehabilitation accounts for various construction agencies.

Each spring, staff offers to present information on the Consolidated Plan, housing programs, contractor opportunity, and to garner feedback on federal funding allocations to Neighborhood Task Forces representing low-income communities. Home buyer / repair brochures, contractor opportunity, and marketing materials have been provided to the Office of Indian Education for distribution during their Native Family Nights. Materials have also been provided to the Indian Health Board.

Advertising: Print advertisement for home buyer / repair programs and contractor ads have appeared in multiple publications including the Tidbits of Billings, Generation Link, the CityLink, and the Senior News. Online banner ads have been placed in the Billings Gazette to be displayed on their website. Several years ago, a full-color insert was enclosed in more than 35,000 utility bills and direct mailed to City residents.

Marketing and Outreach Results: The City received 161 applications for home buyer / repair programs (see chart below). Fifteen percent of the applicant households self-identified as racial or ethnic minorities. The City keeps trying to register new contractors to assist with the home repair programs. The public utilities mailer resulted in the highest number of responses and requests for more information on the City's home buyer and repair programs. Application denials are typically due to Area Median Income limits for both home buyer and repair programs.

All Applicants by Program and Funding Source				
Race / Ethnicity		Home Buyer	Home Repair	Totals
White		135	9	144
Black or African American		1	0	1
Asian		1	0	1
American Indian or American Native		9	3	12
Native Hawaiian or Other Pacific Islander		0	0	0
American Indian and Black		0	0	0
Multi-Racial		3	0	3
Totals		**149**	**12**	**161**
Hispanic		7	0	7
Not Hispanic		142	12	154
Special Populations		Home Buyer	Home Repair	Totals
Single Head of Household	Female	34	2	36
	Male	6	0	6
Disabled Households		8	5	13
Elderly		8	4	12

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CR-15 Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	HUD	$1,132,575	$756,780
HOME	HUD	$768,904	$516,916

Table 3 - Resources Made Available: New Entitlement and Fiscal Year Repayment Revenue

Narrative

Resources Made Available

- **CDBG:** New CDBG entitlement funds totaled $657,820 and program income received during the fiscal year totaled $474,755. The City of Billings had a total of $1,132,575 in CDBG funds available this fiscal year.
- **HOME:** New HOME entitlement funds totaled $349,053 and recaptured funding and other HOME revenues totaled $419,851 ($301,000 in recaptured funds and $118,851 in program income). The City of Billings had a total of $768,904 available in HOME funds this fiscal year.

Amount Expended During Program Year

- **CDBG:** Expenditures in entitlement and program income funds totaled $756,780 this fiscal year. This included funding allocated in previous fiscal years that was expended this year. This year's timeliness ratio was **1.14** as measured on May 2, 2021; below the maximum 1.5 ratio.
- **HOME:** Expenditures in entitlement and program income funds totaled $516,916 this fiscal year. This included funding allocated in previous fiscal years that was expended this year.

As required by HUD, City staff ensures the use of currently available program income prior to drawing down entitlement funds in the CDBG program.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100%	100%	City of Billings Limits

Table 4 – Identify the geographic distribution and location of investments

Narrative

As per findings and recommendations from the City's Analysis of Impediments to Fair Housing Choice, the investment of federal funds is not distributed to a specific geographical location in Billings. The City of Billings utilizes federal funding on a citywide basis, targeting qualified low-income households for investment and programs.

Priorities for funding are based on both the most recent Needs Assessment in this Consolidated Plan and the Analysis of Impediments to Fair Housing Choice, completed in 2013. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

- Geographic area is defined by the current City of Billings limits.
- Strategies encourage the distribution of resources citywide to support affirmatively furthering fair housing, equal opportunity, and the avoidance of segregation in Billings.

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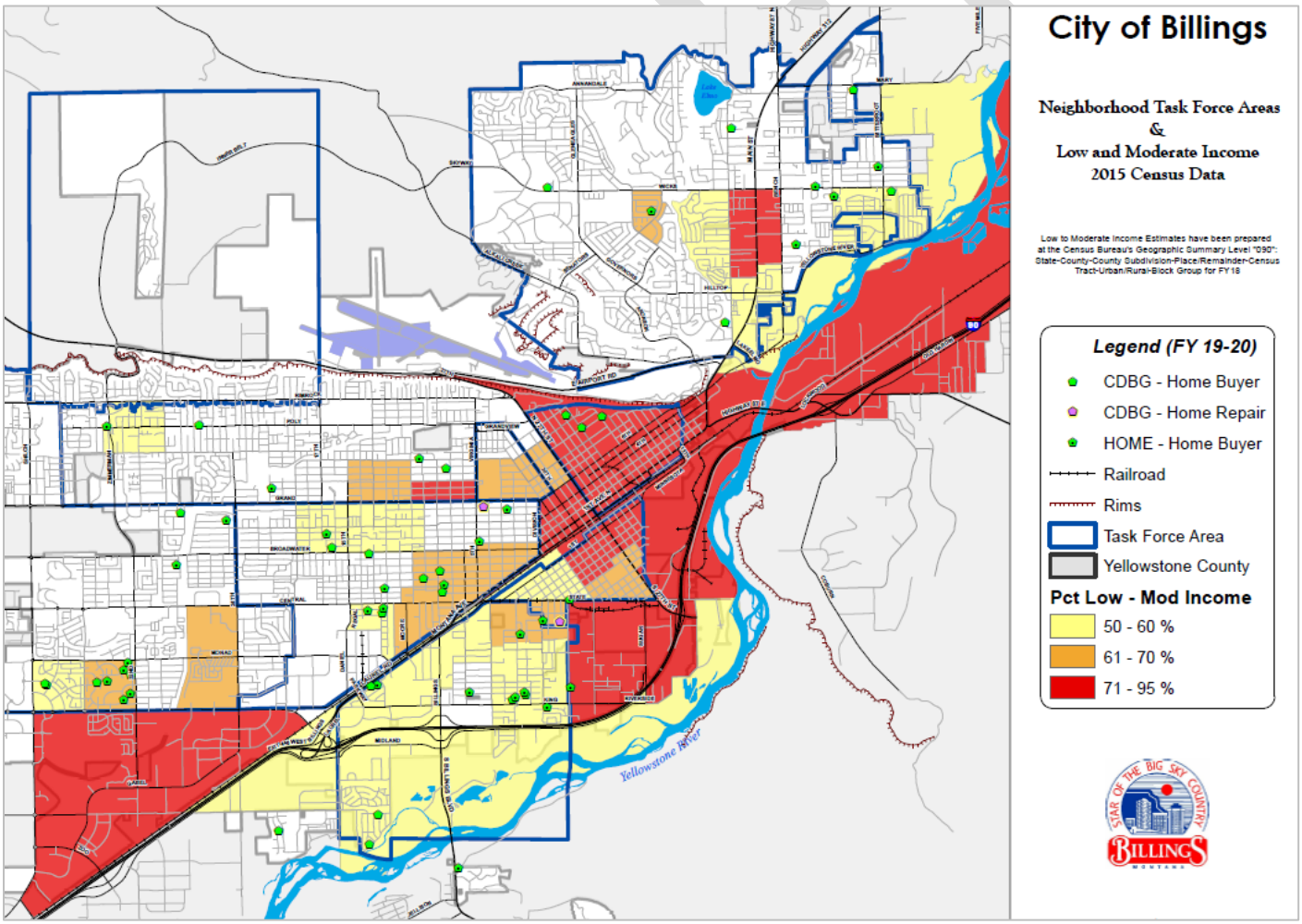
- The description for geographic distribution includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The preliminary dollar amount dedicated to each program is included in the Annual Action Plan.

The City has focused distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community. The City's performance in serving predominantly low-income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity and anti-segregation efforts.

The map below clearly illustrates the disbursement of federal investments to promote equal opportunity in all neighborhoods for the City's home buyer, repair and foreclosure programs for this fiscal year. An infrastructure project is underway in the Southwest Corridor. The C & C Community is a resident-owned, manufactured housing community.



Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Publically-Owned Land:

The requirements set forth in CFR 24 91.220 and 91.520 are as follows:

- Where the jurisdiction deems it appropriate, the jurisdiction *may* indicate publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the plan.
- The performance report must include a *description of the resources made available*, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and the action plan.

The City of Billings does not have plans to use publicly owned land to address needs identified in the Consolidated Plan. However, the Billings City Council supported the Community Development Division's housing programs by dedicating $250,000 in non-federal funds in 2013. The City Council dedicated an additional $195,321 in non-federal funding to further the City's housing programs. The City's generous and dedicated financial support should be recognized, even if the City does not use publicly owned land to support the Consolidated Plan.

Overall Leveraging: The City continually makes strides in obtaining other public and private resources to address identified needs. The total leveraging for CDBG and HOME this fiscal year is $13,165,950 which calculates to a leveraging ratio of 1:13. Included in this figure are the following notable leveraging resources:

- **Montana Board of Housing (MBOH) and Lender Financing:** $9,881,197 in loans secured in conjunction with its First Time Home Buyer and Foreclosure programs. Several lenders also offer below-market, fixed interest rates for low-income homebuyers.
- **Affordable Housing Development:** NeighborWorks Montana and the C & C Community contributed $2.4 million in leveraged financing for the homeowners and residents to purchase the land where their manufactured housing is placed.
- **AmeriCorps VISTA:** This fiscal year, VISTA members generated $512,651 in cash and in-kind contributions and the City has drawn down $363,202 of the $532,527 in grant funds to support the program. Host Sites also contributed $8,900 to support the program.

Since 2005, City staff has generated an additional $7,749,389 in cash and grant awards (outside of CDBG and HOME) to further goals developed in the City's Consolidated Plans. This includes significant funds to further fair housing education through the Fair Housing Initiative Programs.

HOME Leveraging: The HOME program requires 25 percent match funding for projects be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low-interest financing available for First Time Home Buyer loans issued through private lenders and the MBOH and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions.

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Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	Pending
2. Match contributed during current Federal fiscal year	
3 .Total match available for current Federal fiscal year (Line 1 plus Line 2)	
4. Match liability for current Federal fiscal year	
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year *October 1, 2019through September 30, 2020*								
Project No. or Other ID	**Date of Contribution**	**Non-Federal Cash**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated Labor**	**Bond Financing**	**Total Match**
Pending								
							Total	

Table 6 – Match Contribution for the Federal Fiscal Year: October 1, 2018 through September 30, 2019

HOME Program Income *Enter the program amounts for the reporting period*				
Balance on hand at beginning of reporting period	**Amount received during reporting period**	**Total amount expended during reporting period**	**TBRA Amount**	**Balance on hand at end of reporting period**
$38,581	$89,708	$128,289	$0	$0

Table 7 – Program Income (Recaptured and Repaid Funds Not Included), IDIS PR-09 Report

As noted on the PR-09 IDIS report: a total of $89,708 was entered into IDIS prior to the fiscal year end; and the balance on hand at the end of the reporting period totals $29,143.

Minority Business Enterprises and Women Business Enterprises *Indicate the number and dollar value of contracts for HOME projects completed during the reporting period*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts	0	0	0	0	0	1
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Subcontracts	0	0	0	0	0	0
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			
Subcontracts	0	0	0			
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property *Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted*						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition *Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition*		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

Minority and Women Business Enterprises: The City of Billings receives a small amount of HOME funding which is primarily utilized for down payment and closing cost assistance through the First Time Home Buyer program. As such, the opportunity to provide HOME-funded contracts is limited to affordable housing projects initiated and carried out by Community Housing Development Organizations (CHDOs). This fiscal year NeighborWorks Montana completed the development and sale of two new homeowner housing units.

Minority Owners of Rental Property: The City has not provided assistance to Minority Business Enterprises for the development of affordable rental housing this fiscal year. Therefore, information relative to Minority Owners of Rental Property is not currently available.

Relocation: City staff members work to minimize displacement of persons through the City's affordable housing, foreclosure and redevelopment activities. The Uniform Relocation Act provides important protections and assistance for people affected by the acquisition, rehabilitation, or demolition of real property for federal or federally-funded projects. The law was enacted by Congress to ensure that people whose real property is acquired, or who move as a direct result of projects receiving federal funds, are treated fairly and equitably and receive assistance in moving from the property they occupy.

The City requires developers to make relocation benefits available to displaced persons during housing initiatives funded with federal dollars. Properties with resident tenants are not eligible for purchase through the City's First Time Home Buyer program. The City's Foreclosure Acquisition / Rehabilitation program focuses on the acquisition of vacant, foreclosed homes without the displacement of any residents.

This fiscal year, no persons were displaced through affordable housing acquisition, rehabilitation or development activities.

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CR-20 Affordable Housing *91.520(b)*

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate income, and middle income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	100	121
Number of special-needs households to be provided affordable housing units	0	0
Total	**100**	**121**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	5	1
Number of households supported through the acquisition of existing units	1	1
Total	**6**	**2**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Billings established housing unit goals specifically relating to the First Time Home Buyer (35 households) and home repair programs (4 housing units). The City exceeded the one-year affordable housing goals in home buyer programs. However, the COVID-19 pandemic halted all progress in the Housing Rehabilitation and Foreclosure Acquisition / Rehabilitation programs.

The goal established for the development of affordable housing units was set at 60 units for this fiscal year. The City's Affordable Housing Development Program supports the development and assistance for both rental and homeownership housing.

The 121 units represented in the non-homeless households provided with affordable housing includes:

- NeighborWorks Montana worked with a resident-owned community comprised of 60 low-income households to replace on-site infrastructure, IDIS Activity 1669.
- Sixty First Time Home Buyer households were assisted, including: 29 CDBG beneficiaries, #1668; and 30 HOME beneficiaries, various IDIS activities numbered in Activities 1653 through 1695 range. One additional household was assisted with the City's non-federal funding.
- One additional household was assisted through the Foreclosure Acquisition / Rehabilitation program, IDIS Activity 1667. The property is located in the North Park neighborhood along 22nd Street.

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Outside of administration, the PR-03 CDBG Activity Summary Report in HUD's IDIS system indicates the following:

- In the Foreclosure Acquisition / Rehabilitation program, Activity 1547 includes accomplishments for FY18-19:
  - The Plainview home was acquired by the City in September 2018 and rehabilitation is complete. The home was sold to a low-income household (less than 50 percent Area Median Income).
  - The 19th Street home was acquired by the City in February 2018 and rehabilitation is complete. The home was sold to a low-income household (less than 50 percent Area Median Income).
- Activity 1588 was the Housing Rehabilitation program and six households were assisted in FY18-19.
- Activity 1614 was the Housing Rehabilitation program and two households were assisted in FY19-20.
- Activity 1615 includes the purchase of a property in the North Park neighborhood on North 22nd Street. The home was sold to a low-income household in FY20-21.
- In the CDBG First Time Home Buyer program, twenty-four households were assisted in FY2019-2020 (#1616) and eight additional households closed after July 1; total assisted is 32 households.
- The Billings Metro VISTA Project (#1617) provided social services to 297 individuals who were experiencing poverty.
- Activity 1631 represents demolition work competed on a foreclosed property on Steffanich Drive. A feasibility assessment for rehabilitation or demolition was completed. A request for proposals detailing affordable housing development has been published.
- Activity 1664 is the rehabilitation of the same home and the beneficiary household demographic data is recorded in this activity.
- Activity 1666 funded Housing Rehabilitation program administration. Staff has been unable to close rehabilitation loans with low-income households due to pandemic impacts. Similarly, Activity 1667 was opened as a Foreclosure Acquisition / Rehabilitation project. However, no foreclosed homes have been available in the Billings area due to the pandemic.
- Twenty-nine households were assisted through the CDBG First Time Home Buyer program in FY2020-2021, Activity 1668.
- Activity 1669 represents the C & C Community's infrastructure project to assist 60 low-income households in a resident-owned-community. The project involves street improvements for a manufactured housing development.
- The Billings Metro VISTA Project assisted 890 low-income beneficiaries in FY2020-2021 with social services.

Homeless and Rental Assistance Goals: Goals relative to the provision of affordable housing units for the homeless and rental assistance were set at zero this fiscal year. Federal affordable housing investments supported home buyer / repair programs, which are primarily designed to assist low-income households to achieve and maintain homeownership. The City's Consolidated Plan identifies the many housing options available to those experiencing homelessness, some of which the City funded through alternative means.

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Discuss how these outcomes will impact future annual action plans.

The City of Billings is utilizing CDBG and HOME funds to support home buyer, repair, and development programs. Outcomes are based on program demand and available federal and non-federal funding resources to carry out planned activities. City staff will continue to set achievable annual action plan goals and will adjust the Consolidated Plan as needed to reflect changes in available federal and non-federal funding and program demand.

Include the number of extremely low-income, low-income, and moderate income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	29	30
Low-income	61	28
Moderate income	0	0
Total	**90**	**58**

Table 13 – Number of Persons Served (Affordable Housing)

Narrative Information

All of the City's beneficiaries served this fiscal year had household incomes less than 80 percent of the Area Median Income (AMI) level. In the CDBG program, *low and moderate income* refers to households under 80 percent of the AMI, which is the same threshold in determining factor in the HOME program's *low-income* determination. All of the City's affordable housing beneficiaries were homeowners or were assisted in achieving homeownership. Therefore, the City did not offer rental assistance during this fiscal year.

CDBG actual data illustrated in Table 13 includes homebuyer, foreclosure, and CDBG infrastructure projects. The HOME actual category includes homebuyer and HOME housing development activities. Actions taken to foster and maintain affordable housing include the following:

- **Extremely Low-income:**
  - **CDBG:** A total of 29 extremely low-income households were assisted through the C & C Community infrastructure project.
  - **HOME:** Thirty extremely low-income households were assisted through the First Time Home Buyer program.
- **Low-income:**
  - **CDBG:** Twenty-nine households were assisted through the First Time Home buyer program; one household was assisted through the Foreclosure program; and 31 households were assisted through the C & C Community infrastructure project.
  - **HOME:** Twenty-eight households were assisted through the First Time Home Buyer program.

The City of Billings met or exceeded some affordable housing goals and did not provide assistance to middle-income households. The pandemic impacted the City's ability to meet a few goals. One of the homebuyer beneficiaries reported they were living in subsidized housing. The City did not met its goals to: rehabilitate housing units through home repair or foreclosure programs primarily due to the pandemic. The City met or exceeded its foreclosure, affordable housing development (infrastructure), and home buyer goals.

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Efforts to address *worst case needs* refers to low-income renter households who pay more than half of their income for rent, live in seriously substandard housing, including the homeless, or who have been involuntarily displaced. This fiscal year, the City did not create any goals to assist rental households with rental assistance. However, the City may have assisted rental households in acquiring a home through the homebuyer programs.

The needs of the disabled are, in part, addressed through the City's home repair and buyer programs. This fiscal year, five households assisted through Community Development Division's housing programs self-reported that they were disabled.

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CR-25 Homeless & Other Special Needs Affordable Housing *91.220(d, e); 91.320(d, e); 91.520(c)*

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. CDBG resources have decreased dramatically, which greatly inhibits the City's ability to support overall administrative activities to coordinate services to benefit the homeless, particularly when the City does not directly receive mainstream federal funding sources to impact homelessness. Therefore, the City's progress in reaching out to homeless persons, particularly unsheltered persons, is greatly limited.

In 2006, City staff began the process of writing a ten-year plan to impact homelessness. Local housing, health, and social service organizations have been intricately involved in planning processes for the homeless and chronically homeless. The Billings City Council created the Mayor's Committee on Homelessness, which is comprised of twenty individuals representing nonprofit organizations, lending, housing, philanthropy, social service providers, code and law enforcement, economic development, work force agencies, veterans, civic and business leaders, philanthropic organizations, academia, health care, American Indian stakeholders, and those experiencing homelessness. In 2009, the City's ten-year plan to impact homelessness, ***Welcome Home Billings***, was adopted by the Billings City Council.

To the greatest extent possible, City staff has continued to implement Welcome Home Billings with support provided through the Billings Metro VISTA Project. VISTA members have been placed at 50 nonprofit Host Site organizations to work on specific anti-poverty initiatives to assist people in accessing housing, healthcare, education and employment.

The Community Development Division staff has implemented the following:

- Development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. Members of the Mayor's Committee on Homelessness and local nonprofit organizations have committed to updating this resource after the print versions have been fully distributed. These resources are also available at the City office and are also online:
    - www.CityofBillings.net/resourcemap
    - www.CityofBillings.net/notepad
- Placement of full-year and ten-week summer associate VISTA members at local nonprofit organizations primarily serving the homeless and those at risk of homelessness through the ***Billings Metro VISTA Project***.
- Provide support to further the ***Community Innovation Summit***, which is now engaging those living on the streets in service provision and treatment.

The Mental Health Center manages the Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

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Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through addressing the emergency shelter and transitional housing needs of homeless persons.

The City of Billings is addressing homelessness to the greatest extent possible, although the City does not directly receive Emergency Solutions Grants, McKinney Vento Homeless Assistance Act grants, or other federal funding to specifically address the housing needs of the homeless. Temporary housing needs for the homeless in Billings are primarily met by the Montana Rescue Mission (MRM) Women's & Children's Shelter, MRM's Men's Shelter, the Community Crisis Center, YWCA's Gateway House, Volunteers of America's Independence Hall, Family Promise of Yellowstone Valley, and Rimrock. A complete listing of services, including emergency and transitional housing, is included in the MA-30 Homeless Facilities and Services section of the Consolidated Plan.

Several local and state agencies assist homeless families by providing funding for rent, mortgage, utility, and deposits. The Community Crisis Center provides crisis intervention and 23-hour stays as a technique to impact chronic homelessness. The YWCA provides transitional housing for victims of domestic violence. The State of Montana has been providing six months of housing assistance for renters and homeowners if they have been impacted by the coronavirus.

Volunteers of America's Independence Hall is a 20-bed men's facility that has been providing transitional housing and services for honorably discharged veterans since 2009. While residing at Independence Hall, veterans are able to continue receiving treatment through the Department of Veterans Affairs and are given opportunities to participate in activities designed to help them reconnect with the community and get back to independent living.

City staff has provided over $800,000 in HUD Economic Development Initiative and State financing to establish new housing for those experiencing homelessness in Billings:

- In October 2008, the City of Billings released a Request for Proposals to develop new housing to serve those experiencing homelessness utilizing a housing first philosophy of management. A total of $500,000 was awarded to Family Promise of Yellowstone Valley, formerly known as Interfaith Hospitality Network. Two duplex apartment properties were acquired and rehabilitated, resulting in a total of four rental units serving homeless families. Thirty-two families, equaling 97 individuals, have been assisted through this project to date.
- In August 2010, the City of Billings released another Request for Proposals to develop a combined housing and employment project for occupancy by individuals and / or families experiencing homelessness. This type of social enterprise is considered a national best practice. A total of $300,000 was awarded to Rimrock, formerly Rimrock Foundation, to acquire and rehabilitate a single-family home to house up to six men who have experienced chronic homelessness. Twenty-five individuals have been supported through this social enterprise business and housing program.

For those living on the downtown streets of Billings, a new position has been created for an addiction / mental health counselor to accompany two downtown police officers when engaging people living on the streets. This initiative has been undertaken as one of the many outcomes from the Community Innovations Summit, which was facilitated by the Community Development Division, City Administration, and the Downtown Billings Alliance. An article published by the Billings Gazette highlights immediate successes as a result of this program. A complete list of service providers offering housing, services and prevention support is located in MA-30 Homeless Facilities and Services section of the Consolidated Plan.

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Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive or administer McKinney Vento Homeless Assistance Act or Emergency Solutions Grant funds to support programs to directly meet the needs of the homeless. The City did not receive requests this fiscal year for CDBG or HOME funding to assist the homeless.

The Montana Continuum of Care (MT CoC) for the Homeless Coalition is the state's lead agency for addressing homeless activities through federal CoC funds, which includes the City of Billings. The MT CoC is a statewide collaboration of diverse homeless service providers, nonprofit organizations, local and state governments dedicated to preventing homelessness. The avoidance of discharging people living in federally funded programs to homelessness is a primary philosophy for Montana service providers.

CoC awards to organizations located in the City of Billings have historically been very low, as renewal grants are prioritized over pro-rata need and geographic distribution. Organizations in Billings have previously received five to seven percent of the over $2.5 million awarded to the statewide Continuum of Care each year.

Additional local organizations providing prevention services include Family Service, Inc., the Food Bank, the Center for Children and Families, Harmony House, the Yellowstone AIDS Project, St. Vincent de Paul, and Tumbleweed, to name a few.

To the greatest extent possible, City staff has continued to implement *Welcome Home Billings*, the City's ten-year plan to impact homelessness. The City assists in the prevention of homelessness through the development and distribution of the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory for anyone seeking assistance. These resources have been distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs. This initiative has been adopted by several community members and social service agencies and updates are underway. Montana 211 is also a resource to identify housing, healthcare, addiction, food, and other resources.

Through the Billings Metro VISTA Project, beneficiaries have received direct services relating to housing, food security, economic opportunity, education and employment support. Full-year and summer associate VISTA members have supported over 50 nonprofit organizations in the Billings area from 2007 to the present. For other accomplishments, please see the response to the first question in this section (CR-25).

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Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

As previously stated, the City of Billings does not receive mainstream federal funding to reduce and end homelessness. To the greatest extent possible, City staff has continued to implement Welcome Home Billings, the City's ten-year plan to impact homelessness.

The City's ***Resource Map*** and ***Notepad*** includes a comprehensive downtown service directory for anyone seeking assistance. These resources have been distributed to health / mental health care facilities, foster care and other youth facilities, and local corrections programs. A local social services group has volunteered to update these documents and they have secured funding for printing and distribution. The Montana 211 website and phone line is now up and running, and this service provides another resource for Billings citizens.

The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low-income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, the Housing Authority of Billings, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 and it is located in downtown Billings, which is central to the City's low-income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop.

Additional information regarding crosscutting strategic and programmatic goals to impact homelessness is located in SP-40 Institutional Delivery Structure of the Consolidated Plan. For other accomplishments, please see the response to the first question in this section (CR-25).

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CR-30 Public Housing *91.220(h), 91.320(j)*

Actions taken to address the needs of public housing.

The Housing Authority of Billings is eligible to apply for funding through the City's Affordable Housing Development Program. In the past, the City has granted funds to support the Housing Authority's efforts to expand affordable housing opportunities. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where Housing Authority complexes have been built. The City has also provided funding for parks and play areas for the neighborhoods where Housing Authority families reside. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients interested in purchasing their first home.

City staff coordinates with the Housing Authority of Billings to assist with applications for supportive services when required. The City has also dedicated VISTA resources to support food security initiatives and a new reading literacy program. Several community gardens have been created on residential properties owned and managed by the Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership.

The Housing Authority implements the Family Self-Sufficiency program, which links participants to community agencies to help them become self-sufficient through individualized goal setting. Forty-Seven families participated in the program in 2017. The Housing Authority expanded the program to include clients from the Montana Department of Commerce (MDOC). Four Housing Authority families became homeowners with Housing Choice Voucher assistance. Fifty-Five households have achieved homeownership through this program to date. Resident councils, an Advisory Board and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process. Additional information is included in the five-year plan on file at the Housing Authority office.

Each year, the Housing Authority goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and Public Housing Asset Managers' daily communications with the Housing Authority's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

Actions taken to provide assistance to troubled PHAs.

Not applicable. The Housing Authority received certification from HUD for sustaining a High Performer Status for the Public Housing Assessment System and, therefore, a review of troubled status needs is not required as part of the Consolidated or Annual Action Plan. The Housing Authority has also consistently received a score of 100% from HUD for the SEMAP (Section 8 Management Assessment).

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CR-35 Other Actions *91.220(j), 91.320(i-j)*

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. *91.220 (j); 91.320 (i)*

According to the City's most recent Analysis of Impediments to Fair Housing Choice, most of the typical exclusionary provisions that would hinder affordable housing development do not exist in the current Billings zoning codes. However, the following issues may act as barriers to affordable housing investment:

- Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
- There is currently not a way to fast-track the approval processes for affordable housing development projects.

  However, fast-tracking may not be as important in Billings as it is in other parts of the country. Subdivision review times are set by the Montana State Legislature. Building permit reviews for single-family homes (one to four units) are three to five days and commercial permits, including multi-family with five or more units in a structure, take four to six weeks to review. Other areas of the country, and some cities in Montana, take 30 days or longer for single-family reviews and four to six months for commercial reviews.
- The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.
- The use of accessory dwelling units is not a widely practiced housing development strategy.

Project Re:Code: The City has undertaken a large-scale initiative to modernize zoning regulations to ensure equal opportunity and housing affordability citywide. Several AmeriCorps Volunteers in Service to America (VISTA) members have been placed in the City's Planning Division to assist with this effort.

Analysis of Impediments to Fair Housing Choice: In early 2017, the City of Billings started collaborating with entities across Montana to construct a regional 2020 fair housing analysis utilizing data and formatting recently made available through HUD's Assessment of Fair Housing initiative. This collaboration includes partnerships with the State of Montana's Department of Commerce (MDOC), the City of Missoula, and the City of Great Falls. Seven full-year AmeriCorps Volunteers in Service to America (VISTA) members have been placed to assist with this fair housing / equal opportunity initiative:

- **Montana Department of Commerce, Helena:** One member began in July 2017 and one additional member began in January 2018.
- **City of Billings:** One member began service in August 2017 in the Community Development Division. Two members began service in the Planning Division in January 2018.
- **Cities of Great Falls and Missoula:** One VISTA member was placed in each of these jurisdictions in January 2018 and a third VISTA member was placed in Missoula in January 2019.

The City's Analysis of Impediments to Fair Housing Choice was drafted in 2020 and is available online at www.BillingsMT.gov/CDreports.

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Actions taken to address obstacles to meeting underserved needs. *91.220(k); 91.320(j)*

The City has been meeting underserved needs through the following programs:

- **Affordable Housing Preservation:** Housing Rehabilitation, Affordable Housing Development, and Foreclosure Acquisition / Rehabilitation.
- **New Affordable Housing Opportunities:** Community Housing Development Organizations, Affordable Housing Development, and First Time Home Buyer.
- **Housing Choice:** Fair housing education in all City programs and supporting the development of the Billings Home Center.
- **Poverty Impact:** Billings Metro VISTA Project.

Please Note: The priority need identified to expand housing choice is supported by administrative activities and has not been allocated separately from the above.

Actions taken to reduce lead-based paint hazards. *91.220(k); 91.320(j)*

The City continues to be in compliance with HUD's lead-based paint requirements as established in September of 2000. According to the American Community Survey estimates from 2007-2011, there are over 29,317 housing units built before 1979 that are at risk of containing lead-based paint, which comprises 64 percent of the total housing stock in Billings. Not all of the homes built prior to 1979 contain lead-based paint and lead hazards. However, projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

In 2012, the Center for Disease Control recommended action for children with elevated levels greater than or equal to five ug/dL. The Montana Department of Public Health and Human Services cited a 2012 field study conducted in 11 counties in the state. Children enrolled in Medicaid aged one to five years were tested for elevated blood lead levels. Nearly 600 children participated in the study, and three percent of the children had levels ≥ five ug/dL. One in four of the children tested had ≥ one ug/dL. This information is the latest data available on children in Montana and exposure to lead to date.

The City will continue to practice diligence while undertaking rehabilitation and construction activities in order to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of lead-based paint requirements. Education on the hazards of exposure to lead-based paint is provided for each rehabilitation project. The City currently offers risk assessment, paint inspections, and clearance testing through certified professionals. The City also has access to certified, lead-safe and abatement contractors to ensure compliance.

In addition, City staff promotes lead-safe work practices training whenever it is offered in Montana, which gives local contractors the opportunity to become certified in lead-safe work methods. The City will continue to maintain working relationships and partner in furthering educational efforts with lead-based paint professionals to ensure HUD requirements are effectively met.

In summary, the City of Billings has achieved full compliance with HUD lead-based paint requirements. City staff continues to develop local contractor capacity for regulatory compliance. Certified Risk Assessors are utilized for assessments and clearance activities. All rehabilitation projects facilitated and monitored by City staff are brought to lead-safe standards.

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Actions taken to reduce the number of poverty-level families. *91.220(k); 91.320(j)*

The City supports efforts to improve economic conditions and supports activities to address economic conditions of low-income households in Billings. All of the Consolidated Plan strategies target the improvement of economic conditions of lower income households in the community, including housing development, financing home repair and buyer activities, continuing partnerships to support community needs and funding public service activities. Specifically, the City's efforts to reduce the number of persons living below the poverty level include CDBG and HOME funding allocations to home buyer / repair programs. The results of this fiscal year's actions are as follows:

- **First Time Home Buyer:** Extremely low and low-income households acquired their first home.
- **Home Repair:** Low-income households received assistance to make needed repairs to their homes.
- **Foreclosure Acquisition / Rehabilitation:** When units are completed, low-income households are able to purchase a fully-renovated home.

The City has continued to work with nonprofit organizations to help address the human service needs of lower income residents of the community in general and also to serve lower income neighborhoods. This has been achieved in the past through funding allocations to social service organizations under CDBG Public Service activities, including the VISTA program. In addition, HOME program requirements stipulate serving low-income households exclusively.

The City of Billings - Community Development Division staff began working with the AmeriCorps VISTA program in 2007 to assist with the development and implementation of Welcome Home Billings, the City's ten-year plan to impact homelessness. This project generates full-time volunteers to work in nonprofit organizations to support homeless and poverty-impact initiatives.

By July 2009, the City had earned an official project designation and the Billings Metro VISTA Project was established. This initiative is particularly important when funding levels decline; all work completed must impact poverty and homelessness. Volunteers work to provide social services to those experiencing homelessness and / or poverty. Examples of projects undertaken this fiscal year include: furthering childhood literacy and food security for public housing residents at the Housing Authority of Billings; assisting the Parks and Recreation Department expand food security for low-income households through the development of a community garden located in Billings' Southwest Corridor neighborhood; assisting economically disadvantaged children succeed in education through monitored mentoring programs; and expanding health education for American Indians in Billings.

Actions taken to develop institutional structure. *91.220(k); 91.320(j)*

The City of Billings is the lead government entity responsible for Consolidated Plan activities funded through CDBG and HOME. The City's ability to carry out home repair / buyer and poverty impact programs relies heavily on partnerships in the community, representing a significant strength in institutional structure. Gaps in institutional structure would, in part, be remedied with additional administrative funds to further coordinate services. The City has been carrying out housing, homeless and other community development activities to address the following priorities as listed below.

Affordable Housing Preservation: The City has the comprehensive ability to address priority needs through home repair programs such as Housing Rehabilitation, Foreclosure Acquisition / Rehabilitation programs. Private-industry contractors are trained in lead-safe work methods and staff advertises contractor opportunities through print media, on the City's website, through the Neighborhood Task Forces and by holding public informational meetings. Emphasis on the provision of opportunity to Section 3, minority and women-owned businesses ensures furthering equal opportunity to low-income owners / employers, racial / ethnic minorities and businesses owned by women.

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New Affordable Housing Opportunity: The City maintains positive relations with the Housing Authority of Billings, CDBG and HOME officials at the Montana Department of Commerce, private industry developers, lenders, realtors and others to ensure collaboration and engagement in the implementation housing programs. The City has two currently certified nonprofit CHDOs and is actively seeking additional project opportunities for the purposes of affordable housing development.

Housing Choice: City staff maintain positive relationships with the staff at Montana Fair Housing; the primary nonprofit agency in fair housing education and enforcement for the state. Staff actively supports efforts to hire additional fair housing testers, particularly minorities, through targeted recruitment efforts. In addition, local housing organizations made it possible to open the Home Center; a one-stop shop for housing needs. One of the goals of the Home Center is to address the beginnings of segregated neighborhoods and lending discrimination for Hispanic Americans in Billings, as identified in the City's Analysis of Impediments to Fair Housing Choice. Staff also attends a South Park annual event in September to promote home buyer / repair programs as well as contractor opportunity.

Poverty Impact: CDBG and HOME resources are not adequate to meet the needs of the homeless and those experiencing poverty in Billings. The City's main anti-poverty initiative is the implementation of the Billings Metro VISTA Project. The City has provided full-year and summer associate VISTA support to dozens of nonprofit organizations in the Billings area to date. The Billings Metro VISTA Project enables the City to support nonprofit organizations in a sustainable fashion since the provision of public service grants is no longer an option due to historically low CDBG allocations.

Actions taken to enhance coordination between public and private housing and social service agencies. *91.220(k); 91.320(j)*

The City of Billings staff works in collaborative partnership with social service providers, other government agencies, and the private sector to further community development programs, including the Housing Authority of Billings and the CDBG and HOME administrators at the Montana Department of Commerce.

City staff believes positive collaboration and coordination of programs and services will enhance the community's ability to meet the needs of low-income citizens. The City has continued coordinating with public, private, and social service agencies to further activities and projects identified herein, including participation in the following groups and initiatives:

- **Adjacent Neighborhood Committee:** The Planning and Community Services Department facilitates a quarterly meeting for the Neighborhood Task Force officers to collaborate. The City Council has dedicated $12,000 in non-federal funds to support Task Force newsletters, public information mailings, and community events.
- **Community Innovations Initiatives:** In October 2014, staff members from the Community Development Division, City Administration, and the Downtown Billings Alliance facilitated the Community Innovations Summit. The Summit was the catalyst for a multi-jurisdictional, coordinated response to downtown street homelessness. City staff and community leaders addressed legislation, the justice system, law enforcement and business environments. An article published by the Billings Gazette, highlights immediate successes as a result of this collaboration.
- **Resource Map and Notepad:** City staff has continued to make available the City's ***Resource Map*** and ***Notepad***, which includes a comprehensive downtown service directory. A group of social service providers is working on an update to this document and the group has garnered funding for printing.
- **Billings Metro VISTA Project:** The City has assisted dozens of nonprofit social service organizations to expand and enhance programs for the homeless and those experiencing poverty. Priority focus areas include housing, financial literacy, employment, education, food security and access to healthcare.

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Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. *91.520(a)*

The City maintains records reflecting the Analysis of Impediments to Fair Housing Choice and actions taken to overcome the effects of the impediments identified in the Analysis of Impediments. A summary of the actions taken follow in the narrative, map and chart below.

The City's Analysis of Impediments to Fair Housing Choice, cited in the Consolidated Plan's Needs Assessment, revealed the beginnings of segregated neighborhoods and lending discrimination for Hispanic Americans in Billings. The Analysis contained the following recommendation:

> *Billings should establish a housing service center… where home seekers are introduced to housing options beyond the racial or ethnic neighborhoods to which they often feel they are limited.*

The City sponsored a full-year VISTA member to assist NeighborWorks Montana in researching the feasibility of establishing a comprehensive housing center to serve low-income renters and homeowners. The VISTA member facilitated a working group comprised of the Billings affordable housing organizations to bring the Home Center into fruition. Participants included the City of Billings, the Housing Authority of Billings, Rebuilding Together Yellowstone County, District 7 HRDC, Rural Dynamics, Beartooth Resource Conservation and Development, and Homeword.

After 18 months of planning, the Home Center opened in July 2015 and it is located in downtown Billings, which is central to the City's low-income neighborhoods. The City provided a second, full-year VISTA member from July 2015 to July 2016 to help create the Home Center's housing programs. Today, the Home Center provides comprehensive housing services including information on available units, fair housing information, housing education and counseling. Housing services are coordinated under one roof, creating the opportunity for potential homebuyers and renters seeking safe, affordable homes and access all housing services in a one-stop-shop.

The City has focused distribution of investments on a citywide basis in order to support diversity and mixed-income development across the community. The City's performance in serving predominantly low-income households is clear via Integrated Distribution Information System (IDIS) reporting; nearly 100%.

Neighborhood Revitalization Strategy areas have not been established in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. Therefore, the City has dedicated zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity and anti-segregation efforts.

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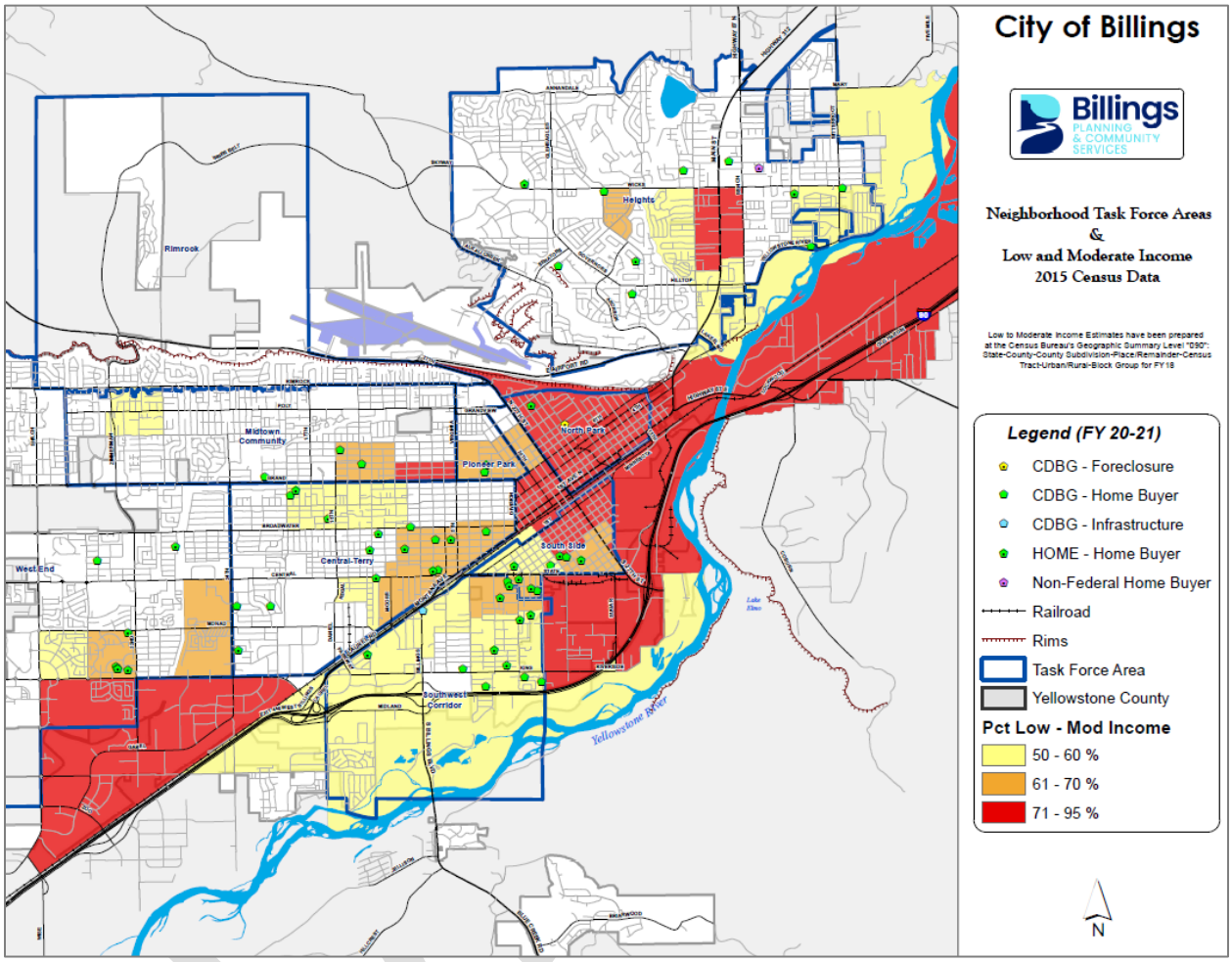
The following map clearly illustrates the disbursement of federal investments to promote equal opportunity in all neighborhoods for the City's home buyer, repair and foreclosure programs for this fiscal year. One infrastructure project is currently underway. The C & C Community is a resident-owned, manufactured housing project and CDBG funding has been allocated for infrastructure and street improvements.

FY2020-2021



Analysis of Impediments to Fair Housing Choice (AI) Matrix

The following chart illustrates City staff's documentation and record-keeping on selected impediments identified in the latest AI, including identified impediments and actions taken during the fiscal year. Small staff size, limited funding and constrained sphere of influence greatly reduce City staff's ability to address each of the eleven impediments identified in the AI.

**References Original AI Numbers for Impediments and Recommendations.*

Selected Impediments	*Actions Taken*
A. Concentrations of minorities that would not exist in a free market not distorted by discrimination suggest that Billings has a dual housing market; one market for non-Hispanics, Whites and Asians and another for all other minorities (AI 1*).	**A1:** Produced and disseminated consumer education on Fair Housing issues to make people aware that they can move anywhere in the area they can afford. This effort is supported through the Billings Home Center.
	A2: Worked to expand housing choices for existing and potential new residents beyond neighborhoods identified by their own race or ethnicity by supporting the activities of the Billings Home Center, including rental and homeowner education. Presentations for housing programs are made each February at Neighborhood Task Force meetings, where high minority and low-income households are concentrated. Prior to the pandemic, City staff provided on-site workshops, distributed various publications and conducted an extensive outreach and advertising campaign throughout the year to increase access and equal opportunity for minorities, the disabled, the elderly, and single-headed households. Please refer to *CR-05 Goals and Outcomes, CR-10 Racial and Ethnic Composition of Families Assisted,* and *CR-15 Resources and Investments* for details on outcomes of these actions taken to address this impediment.
B. Discriminatory real estate industry practices such as racial and ethnic steering distort the free market in housing (AI 2*).	**B1:** Continued to partner with enforcement agencies providing testing of the real estate industry practitioners to identify discriminatory practices in rental and for-sale housing. This fiscal year, City staff also assisted in recruiting new fair housing testers, particularly minorities, for Montana Fair Housing.
C. Discrimination against Latinos in issuing government-backed mortgage and refinancing loans continues unabated in Billings as it does throughout the nation (AI 3*).	**C1:** Continued to support the efforts of local housing counseling agencies, especially to Latinos, before they apply for a mortgage. This fiscal year, all of the City's First Time Home Buyer participants attended pre-acquisition counseling through the Billings Home Center's homebuyer education class. In recent years, City staff attended a community park event each September in the Billings South Side neighborhood to promote home ownership, home repair, and fair housing assistance. Staff utilizes this opportunity to recruit Section 3 contractors. This neighborhood has a high concentration of Hispanic and other minority households. This event was cancelled in 2020 due to the coronavirus, although it was held in 2021. Prior to the pandemic, City staff also provided on-site workshops, distributed various publications and conducted an extensive outreach and advertising campaign throughout the year to increase access and equal opportunity for minorities, the disabled, the elderly, and single-headed households. Please refer to *CR-05 Goals and Outcomes, CR-10 Racial and Ethnic Composition of Families Assisted,* and *CR-15 Resources and Investments* for details on outcomes of these actions taken to address this impediment.

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	C2: Continued to provide brochures containing information apprising potential homebuyers of the availability of housing counseling and how to spot / report discriminatory lending practices. This effort is supported through the Community Development office, on the City's website, and the Billings Home Center. City staff has also updated its website to include information on nondiscrimination, accommodations and the City's grievance procedure. Please refer to www.CityofBillings.net/ComDev for details.
D. The relatively high cost of housing continues to pose a barrier to fair housing choice in Billings (AI 4*).	**D1:** Continued to work toward the provision of affordable housing through Community Development programs including home buyer, home repair, housing development and poverty-impact programs. Please refer to *CR-05 Goals and Outcomes, CR-10 Racial and Ethnic Composition of Families Assisted,* and *CR-15 Resources and Investments* for details on outcomes of these actions taken to address this impediment. The City's Affordable Housing Development program includes the opportunity to provide federal and local funds to facilitate the conversion of rental properties to limited equity cooperatives (4C*), as recommended in the City's AI.
E. Review Unified Zoning Regulations and review requirements to foster compliance with fair housing law and to promote inclusionary zoning (AI 4 through 10*).	**E1:** The City's Planning Division facilitated the first zoning code update in decades. The Billings City Council adopted Project Re:Code this fiscal year. Affordable housing is a primary focus for the zoning rewrite and Accessory Dwelling Units is now an eligible housing development citywide. The Community Development Division staff successfully placed three AmeriCorps VISTA members to assist with this initiative. Progress to date is significant. This fiscal year, the Planning Division announced a major project milestone and educational webpages. The new City of Billings Pattern Guide is designed to provide guidance to homeowners, home builders, and small business owners looking to invest in the First Neighborhoods of Billings, which are the lowest income and highest minority neighborhoods in Billings. The webpages feature detailed information on Billings' First Neighborhoods – South Side, North Park, Pioneer Park and Central Terry (all low-income neighborhoods). The First Neighborhoods of Billings are close-in residential areas around Downtown. Three additional neighborhood pages will be coming forward in the near future – West Central, Heights and West Shiloh. The authors and designers, Billings Metro VISTA Project members Claire Yang and Jacob Cote, crunched through mountains of information and data to craft this guide and educational resource for all Billings residents.
F. There is a serious shortage of housing affordable to holders of Housing Choice Vouchers in the areas of Billings where the proportion of public school students from low-income neighborhoods is relatively low (AI 11*).	**F1:** Continued to offer support for efforts to promote economic diversity in all schools to ensure every school has a majority of pupils coming from middle-class / higher-income households. In previous fiscal years, the City placed AmeriCorps VISTA members in the Planning Division to work with the school district to improve access to schools via alternative modes of transportation.
	F2: Continued to offer support for the Housing Authority's efforts to expand the geographic range where holders of Housing Choice Vouchers look for housing.

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CR-40 Monitoring *91.220, 91.230)*

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Overall monitoring includes the following for CDBG and HOME programs:

- Examination of the community's use of available HUD, state, and local resources to meet the affordable housing and community development needs as outlined in the Consolidated Plan.
- Examination of the effectiveness of, and demand for, the Community Development Division's programs.
- Review of public comments received on the community's performance in meeting the affordable housing and community development needs described in the City's Consolidated Plan.

Organizations: The City may fund a variety of organizations to carry out CDBG and HOME activities each year. Written agreements are executed that describe applicable regulations, the scope of work and funding. This fiscal year, the City entered into an agreement with NeighborWorks Montana to develop two homeownership housing units. Organizations receiving City funds are monitored by Community Development staff to ensure compliance with the terms of the agreement and applicable regulations, including Section 3 and minority business outreach.

Affordable Housing Projects: Housing projects are monitored via desk review and / or site-visits, including inspections, on a schedule based on the number of units in the project:

# of Units	***Frequency of On-Site Monitoring***
1 - 4 Units	Every 3 years
5 - 25 Units	Every 2 years
26+ Units	Every year
Source Documentation	Every 6 years
Staff inspects 15% - 20% of the total HOME units per project, minimum one unit in each building	
10+ HOME-Assisted Units = Annual Financial Review	

Chart omitted from IDIS

On-site visits include property standards completion and ongoing compliance inspections, tenant file review, household income verification, etc. City staff also conducts annual desk reviews to ensure leases are in compliance with HOME regulations; rents are compliant with HOME limits; tenant incomes are reviewed annually and they are within eligibility limits; the property owner/manager is inspecting the property at least annually; that adequate project reserves have been established and annual reports are received; and the year-end profit and loss statements show the project is profitable and/or sustainable for the period of affordability.

Risk Assessments: Affordable housing projects are also scrutinized via routine Risk Assessment in order for City staff to evaluate the relative level of risk of noncompliance for each project in the assisted portfolio. The risk assessment includes reviewing:

- Number of units
- Staff turnover and experience
- Funding amounts, affordability periods and type of assistance provided
- File and project documentation
- Past performance

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Projects with higher risk assessment scores are prioritized for intensive case management efforts to bring the project into compliance. These projects typically undergo multiple site visits and extensive technical assistance from City staff.

First Time Home Buyers: Homebuyers receiving HOME assistance are monitored for residency requirements annually through the United States Postal Service. City staff sends a newsletter via first class mail to each assisted household. If homeowners have changed primary residency, the mail is returned to the City office. Noncompliant projects are prioritized for intervention through the City's legal office.

Community Housing Development Organizations (CHDOs): The City requires CHDOs apply for recertification on an annual basis to ensure continued requirements are being met for CHDO designation throughout applicable affordability periods. The application includes (but is not limited to) maintenance of Board composition, including at least one-third membership by residents of low-income neighborhoods and no more than one-third may be public officials or local / state employees. Staff also conducts a CHDO capacity review every time a new project is funded to ensure the organization has the ability to carry out functions of the proposed project. This fiscal year, NeighborWorks Montana and Homeword were certified as active CHDOs.

Citizen Participation Plan: Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports. *91.105(d); 91.115(d)*

As noted in the first section of this CAPER (CR-05), the public comment period for the City's CDBG and HOME CAPER exceeds the minimum 15-day requirement. A public hearing is also held before the Billings City Council at the end of the public comment period. Notice of both the public comment period and hearing are published in a local newspaper for three consecutive weeks. Public comments are noted in the first section of the CAPER.

The City's Citizen Participation Plan includes garnering input throughout annual allocation and performance reporting procedures and continuing to work with stakeholders to address needs. City staff encourages citizen participation in the consolidated planning process and makes special efforts to include low-income citizens, minorities, non-English speaking persons, persons with disabilities, and female-headed households. City staff is also fully prepared to comply with Citizen Participation requirements for the development of the Assessment of Fair Housing.

Community Development Board: The City of Billings created the Community Development Board in the 1970s to ensure low-income citizen participation and consultation for the use of federal funds. By City ordinance, six of the nine Board members must reside in low-income areas or be designated as representatives of a low-income neighborhood.

The Board meets on the first Tuesday of each month and is responsible for making recommendations to the City Council for the use of federal funds and monitoring program implementation. The Board members review drafted Consolidated Plans, Annual Action Plans and CAPERs and they annually attend Neighborhood Task Force meetings and public events to promote the City's programs.

Website Posting & Email Solicitation: The drafted CAPER was posted to the City's website and a public notice was published for three consecutive weeks to notify the public about the drafted document and the City Council's public hearing. In addition, the following organizations received emails and direct links to the CAPER to promote review and facilitate public comment. These organizations primarily serve minorities, persons with disabilities, and female-headed households. Staff encouraged the agencies to share this information with their clients and other organizations who may be interested in the drafted CAPER.

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CAPER OUTREACH		
#	**Organization**	**Services and Client Demographics**
1.	Housing Authority of Billings	The Housing Authority of Billings provides housing and services to low-income families and to the homeless. The predominant population is very low-income, minority and female-headed households (over 400 families). The Housing Authority also serves the elderly, disabled, minority families and the homeless.
2.	Homeword	Homeword began as a project of WORD (Women's Opportunity and Resource Development, Inc.) in 1994, in response to the growing need for affordable housing in Montana. Homeword is a housing developer and housing provider serving those working low-wage jobs, seniors on fixed incomes, people with disabilities, female-headed households, domestic violence survivors, veterans and formerly homeless people.
3.	Rimrock	Rimrock is a local housing and service provider representing persons with disabilities, minorities, and those experiencing addiction or who are in recovery.
4.	Mental Health Center	The South Central Regional Mental Health Center is a regional housing and service provider representing persons with disabilities, including those experiencing mental illness, addiction and / or homelessness. The Mental Health Center also serves a high number of minority clients.
5.	Family Service, Inc.	A local service provider assisting very low-income families, minorities, female-headed households and those with disabilities. Services include food and clothing distribution, health supplies, vision care assistance, etc.
6.	District 7 HRDC	A regional service provider assisting low-income households, female-headed households, minorities, the disabled and disadvantaged youth. Services include childcare assistance, food programs, alternative education, emergency housing assistance, employment / training opportunities, energy assistance, and housing and supportive services for young mothers.
7.	Adult Resource Alliance	A local service provider assisting elderly and disabled citizens with access to nutrition programs, socialization and volunteer opportunities, transportation and home health care services.
8.	Big Sky Senior Services	A local service provider assisting elderly and disabled citizens with access to home healthcare services and prevention of elder abuse.
9.	Living Independently for Today and Tomorrow	A local housing and service provider for the disabled. Services include independent living skills programs, personal care assistant support, peer mentoring, etc.
10.	RiverStone Health	RiverStone Health provides personal and public health services for low-income citizens, including minorities, the elderly, and the disabled. RiverStone Health also provides support to those with HIV/AIDS. Services include testing, pharmaceutical assistance, etc.
11.	Rocky Mountain Tribal Leader's Council	An organization dedicated to improving health, economic development and education for Tribes and their members. Services include addiction treatment / recovery and good health and wellness.
12.	YWCA Gateway House	A local housing and service provider for victims of domestic violence; primarily female-headed households and minorities. Services include housing, legal advocacy, employment / training, and case management to access mainstream benefits.
13.	Ag Worker Health & Services	An organization providing healthcare and dental visits to extremely low-income agricultural workers and their families. The vast majority of the people served are minorities.
14.	Montana Fair Housing	A private, full-service nonprofit organization dedicated to the elimination of housing discrimination in Montana. Services provided to minorities, female-headed households, the disabled and the elderly include education, advocacy, and legal support.
15.	Montana Department of Commerce	State agency providing HUD HOME and CDBG resources to meet housing and community development needs.
16.	NeighborWorks Montana	An organization providing affordable housing opportunities for families and individuals. This organization provides housing assistance and options for low-income households, minorities, female-headed households and the disabled.

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Minorities: Organizations representing minorities included in the solicitation of comments on the City's CAPER include the Housing Authority of Billings, Homeword, Rimrock, the Mental Health Center, Family Service, Inc., District 7 HRDC, Rocky Mountain Tribal Leader's Council, YWCA Gateway House, Montana Migrant Council, Montana Fair Housing, and NeighborWorks Montana.

Female-Headed Households: Organizations representing female-headed households included in the solicitation of comments on the City's CAPER include the Housing Authority of Billings, Homeword, Family Service, Inc., District 7 HRDC, YWCA Gateway House, Montana Fair Housing, and NeighborWorks Montana.

Disabled Citizens: Organizations representing the disabled included in the solicitation of comments on the City's CAPER include the Housing Authority of Billings, Homeword, Rimrock, the Mental Health Center, Family Service, Inc., District 7 HRDC, Adult Resource Alliance, Big Sky Senior Services, Living Independently for Today and Tomorrow, Yellowstone AIDS Project, Montana Fair Housing, and NeighborWorks Montana.

The City's procedure is to utilize Montana's Relay (TTY 711) system to communicate with persons with hearing and / or speech impairment and places the TTY 711 number in public notices, program brochures and other documents utilized for public communication. Montana Relay makes it possible to make phone calls between a standard telephone and a text telephone. After calling 711, an operator translates between the calling parties, speaking aloud whatever is typed, so the standard phone user can hear it. The operator also types whatever is said so the text telephone user can read it.

Non-English Speaking Citizens: The City contains a very small percentage of non-English speaking citizens; less than four percent of the City's total population. At this level, the City does not meet the five percent or 1,000 people threshold utilized to determine the need for additional language publication and accommodation. According to data derived from the 2011 Census, there are an estimated 13,040 Spanish-language speakers in the entire state of Montana; 1.4 percent of the State's population. With such a small number of individuals who are non-English speaking, City staff did not publish the public notice for the public hearing in an alternative language.

City staff has written and implemented a Language Assistance Plan to establish guidelines to ensure access to program information and further equal opportunity for persons with hearing impairment and limited English proficiency. The Language Assistance Plan states that the City of Billings Community Development Division will offer interpretation and / or translation services upon request, and whenever such services are needed; staff is responsible for contacting a vendor to schedule the earliest possible date / time for interpretation/translation services ensuring the convenience of the individual with limited English proficiency.

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CR-45 CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The objectives set forth in the Consolidated Plan are still viable and appropriate:

- Provide direct, affordable financing and assistance to low-income homeowners for the completion of needed repairs citywide.
- Revitalize low-income neighborhoods through foreclosure remediation, redevelopment and infill development.
- Provide affordable financing and support to promote homeownership opportunities citywide. Provide homebuyer education to all households utilizing acquisition programs.
- Encourage the citywide development of new affordable single-family, multi-family and special needs housing in the community through private developers and nonprofit organizations.

The following objectives are still viable and appropriate, but will not be included in HUD's IDIS system as there is no separate funding source allocated to activities:

- Ensure equal opportunity and housing choice with all programs and activities citywide.
- Implement core programs citywide to promote desegregation and inclusive neighborhoods. Encourage collaboration to address needs and to respond to opportunities for special needs populations.

This fiscal year, staff has not identified reasons for changes to the First Time Home Buyer, Affordable Housing Development, or Foreclosure Acquisition / Rehabilitation programs. The Housing Rehabilitation and Manufactured Home Repair Loan programs are currently under staff review. There has been low demand for the programs in the last few years.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City of Billings - Community Development Division does not have an open BEDI grant.

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CR-50 HOME *91.520(d)*

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

City staff conducts annual reviews of affordable rental housing projects funded through the HOME program throughout the affordability period. HOME-funded projects requiring on-site inspections this year included: Old Town Square apartments (Housing Authority of Billings); Southern Lights apartments (Homeword); Magic City Terrace apartments (Volunteers of America); Schwend apartments; Westchester Square apartments (Housing Authority of Billings) and Pheasant Home apartments.

All of the issues detected during the inspection of HOME-assisted units were minor and were immediately remedied. A smoke detector in one of the units needed replaced due to the tenant removing it when it started to beep for battery replacement. Another unit in a different complex needed to have a window screen replaced as it had been torn up by a pet. The same apartment complex needed to have the fan repaired in the lower level bathroom. The noise coming from it was extremely loud. The maintenance staff replaced the fan with a new one. All of the projects were reviewed this year and staff determined that they are being operated in compliance with HOME program regulations. Properties not meeting compliance with regulations are addressed through case-management and a targeted provisional work plan is created to bring the project into compliance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. *92.351(b)*

The City adheres to an Affirmative Marketing Procedure to further the City's commitment to nondiscrimination and equal opportunity in housing. The intention of City staff's efforts is to attract those who are least likely to apply for housing and community development programs. City staff has assessed affirmative actions taken and believes the marketing completed for HOME units is adequate.

Affordable Housing: Proposed affordable housing development projects with more than five HOME units are required to submit an Affirmative Marketing Plan with the application for funding. Plans include procedures for marketing units to minority / disabled populations and performing significant outreach to ensure equal housing opportunity for potential renters / owners of the housing units.

Affirmative Marketing Action Plans were also reviewed during annual monitoring reviews. Organizations list the process by which they are marketing vacant units (rental offices, the local newspaper, and entrance of the project) in attempt to reach different minorities, genders, and the disabled.

Home Repair / Buyer: Presentations on these programs occur each spring at Neighborhood Task Force meetings upon request. These communities represent low-income and high-minority concentration areas in Billings. In recent fiscal years, information regarding the home repair / buyer programs and contractor opportunities have been distributed as follows:

- City staff routinely emails fliers to agencies serving the elderly, disabled and those experiencing homelessness including HRDC District 7, Rimrock, Family Service, Inc., the Mental Health Center and the Community Crisis Center.
- A flyer describing the home repair programs has been sent to low-income homeowners previously assisted through the First Time Home Buyer program and to local lenders.

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- Print advertising appeared multiple issues of ***Tidbits of Billings*** (a weekly publication).
- Printed brochures and information are continually distributed through the Billings Home Center.
- Over 35,000 full-color direct mail inserts were distributed to City residents via water bills.
- Distributed printed flyers, brochures and information through the Office of Indian Education and the Indian Health Board of Billings.
- Mailed letters and a supply of brochures to all Billings mobile home parks and offered to do workshop(s) for residents on the Manufactured Home Repair Loan Program.
- Information, applications, and other information are continuously available on City of Billings' website here.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of $419,857 in program income and recaptured funds was received in the HOME program this fiscal year. Funding was committed and expended this fiscal year via the First Time Home Buyer program. Remaining funds have been committed to First Time Home Buyer program and the full amount will be utilized by the committed households close on their homes this fall.

HUD requires the City of Billings to utilize program income, repaid, and recaptured revenues prior to drawing down entitlement funds. Therefore, staff reduces previously committed entitlement funds from IDIS activities and replaces it with cash revenue funds for immediate use. The Consolidated Plan stipulates that federal resources will be allocated on a close- and shovel-ready basis, ensuring the efficient use of funds in programs that are in higher demand.

A total of 61 households achieved homeownership through the First Time Home Buyer program, 30 of which were funded using HOME dollars. The average purchase price of the homes was approximately $173,000. Three of the HOME-assisted homebuyer households were minorities, and 12 households were single-headed households. Two households were extremely low-income and the remaining households were low-income.

Describe other actions taken to foster and maintain affordable housing. *91.220(k)*

The City has been managing the following programs to foster and maintain affordable housing:

- **Affordable Housing Preservation:** Housing Rehabilitation, Manufactured Home Repair, Affordable Housing Development, and Foreclosure Acquisition / Rehabilitation.
- **New Affordable Housing Opportunities:** Community Housing Development Organizations, Affordable Housing Development, and First Time Home Buyer.
- **Housing Choice:** Fair housing education in all City programs and supporting the development of the Billings Home Center.
- **Poverty Impact:** The Billings Metro VISTA Project is providing support to Rebuilding Together to support affordable housing preservation.

Please Note: The priority need identified to expand housing choice is supported by administrative activities and has not been allocated separately from the above.

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ATTACHMENT A - Public Notice

ATTACHMENT B - Section 3 Reports

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City of Billings - Community Development Division

Staff Time Tracking & Grant Draw Procedures

Community Development's time-tracking practices and accounting methods are continually monitored by the U.S. Department of Housing and Urban Development, the Corporation of National and Community Service, the City's Finance Department, and the City's external auditing team.

Staff Time Tracking

Personnel Expenses - 2 CFR 200.430:

> **(i)** ***Standards for Documentation of Personnel Expenses*** (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
>
> **(i)** Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
>
> **(ii)** Be incorporated into the official records of the non-Federal entity;
>
> **(iii)** Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS);
>
> **(iv)** Encompass federally-assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;
>
> **(v)** Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) above for treatment of incidental work for IHEs.); and
>
> **(vi)** [Reserved]
>
> **(vii)** Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Each staff member has a spreadsheet with the grant programs they may be working in. They track the number of hours they spend for every day in the week. Here is an example:

Week Beginning	Monday						Tuesday					
	HOME		CDBG			VISTA	HOME		CDBG			VISTA
	HOME Admin	*Aff Hsg*	*COVID*	*Rehab*	*Foreclosure*		*HOME Admin*	*Aff Hsg*	*COVID*	*Rehab*	*Foreclosure*	
7/1/2020	Last fiscal year											
7/6/2020				0.25		7.75				3.00	1.50	3.50
7/13/2020			1.25	2.50	2.25	2.00				3.50	3.25	1.25
7/20/2020				1.00	4.50					1.25	6.75	
7/27/2020				0.50	2.50	5.00			0.50	5.25	1.75	0.50
8/3/2020			1.50	2.00		4.50			2.00	3.75		2.25
8/10/2020			4.00	1.00	0.75	2.25			4.25	0.75	0.50	2.50
8/17/2020			0.50	1.75	0.75	6.00			3.00	3.25	0.50	1.25
8/24/2020			0.75	2.25	0.50	4.50			0.50	4.25	2.75	0.50
8/31/2020				0.75		7.75			1.50	4.25	0.50	1.75
9/7/2020	Holiday									0.50	1.75	5.75
9/14/2020			1.00	0.75	3.50	2.75			3.50	0.50	1.25	2.75

Every quarter, Finance sends the Community Development manager the exact amount that was spent for each staff member in the Division for wages, unemployment insurance, industrial accident, health insurance, FICA, retirement, Medicare, etc.

The average percentage of time a staff member spends in each grant program is calculated every quarter. The personnel costs are then multiplied by the percentage for each grant program and drawn accordingly.

Internal Grant Draw Procedures

The City of Billings is tracking the expenses corresponding to the HUD grant years by reserving a different fund for each grant year. Expenses are tracked within the accounting system by type of expense in each grant year.

Quarterly reports:

1. During the quarter each expense and project is tracked in a fund that corresponds to the correct origin year.

2. At the end of the quarter, a report is pulled from the City's accounting system by the Finance Department and sent to the Community Development Manager.
    a. The report gives the quarter's budget (which matches the amount in IDIS), the amount expended year-to-date, and the amount left in the budget. This report also tracks the Revenue by Program Income or Entitlement.
    b. This report from the accounting software is entered by the Community Development Manager into a spreadsheet "Innoprise Draw Report" tracking the budgeted amount, the current quarter's expenses (difference between prior YTD amount and current YTD amount) and any necessary changes against the IDIS balance to determine the amount of the draw.
    c. Salaries and Benefits are tracked in a separate fund and are reallocated at the end of the quarter according to the time spent in each program per employee, not to exceed the budgeted amount in the funds.
        i. The HR Department pulls a payroll report by employee for the quarter (by the date paid) to be sent to Finance and the Community Development Manager.
        ii. The Community Development Manager allocates the salaries and benefits for each employee for each program by the number of hours tracked during the quarter – "Staff Allocations by Program".
    d. Necessary changes to the expenses during the quarter including the salaries allocation will be adjusted in the City's accounting software by journal entry to match the total expenses in each fund and the spreadsheet created by the Community Development Manager "Innoprise Draw Report".
    e. The Innoprise Draw Report also tracks the closed and pending loans by name and IDIS #.

3. A Quarter Draw Summary is created by the Community Development Manager.
    a. The Quarter Draw summary summarizes the IDIS number, and activity, the draw expected from IDIS and which grant year(s) and amount per grant year to be drawn.

4. The Community Development Manager tracks the sum total of the programs and grant years according to the Origin Year Test and the Program Year Test within the Community Development Drawdowns spreadsheet.
    a. The program year test is filled out per quarter to test that no more than 20% of Program Income and Entitlement shall be obligated.

b. The origin year test pulls the CDBG Administration amounts in the Quarter Draws Summary by Grant Origin Year and compares it to 20% of the total Entitlement funds for the origin year for Planning and Administrative Expenses. This is tracked over multiple years/quarters to compare the admin expense totals for the origin year.

5. The Community Development Manager also tracks the Program Income and Entitlement amounts by year in the spreadsheet entitled IDIS & Revenue Book to track which revenues are used by IDIS # and Activity.

6. The Innoprise Draw Report, Quarter Draw Summary, Community Development Drawdowns, and Staff Allocations by Program are returned to the Finance Department to create the journal entry for changes and compare the final amounts to the City's accounting system. After the Journal Entry, the balance of the City should match the Innoprise Draw Report. The difference between the final City balances (Budget less Actual) at the end of the quarter, less the balance of the IDIS report on the website should equal the draw amount.

7. Once compared, the Community Development Manager reports the projects within the IDIS system.

City Council Regular

Date:	09/27/2021
Title:	Public Hearing Respread SID 1408
Presented by:	Andy Zoeller, Finance Director
Department:	Finance
Presentation:	Yes

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1408.

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

The assessments for SID 1408 have been completed by the Finance Division and are ready to spread on the tax rolls. SID 1408 was originally spread based on estimated costs and is now being re-spread based on the completed construction cost. This project constructs street, storm drain, curb and gutter, sidewalk improvements for Radford Square N., Radford Square S., Radford Square E., Radford Square W. and a portion of Shawnee Drive. The construction contract was awarded at the 6/22/2020 City Council meeting, and bonds were sold.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The actual cost of construction was approximately $7,000 less than the original estimates that were spread to the district. The reduction is being proportionately re-spread to the district, resulting in an average reduction in assessment of $195 per property. The amount assessed per property for the remaining 14 years is stated in the resolution.

Attachments

Resolution Respread SID 1408

RESOLUTION 21 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1408, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1408 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1408 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A19385 STAGEBERG, ALAN V WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 1, Lot 3, LESS S11.4 FT HWY ROW 198	$13,564.93	3.260	14
A19386 JOHNSTON, ROGER D & LOUISE N WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 1, Lot 4, LESS S11 FT HWY ROW 1994	$13,564.93	3.260	14
A19387 KRAMER, JESSIE F WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 1, Lot 5, LESS S11 FT HWY ROW	$13,564.93	3.260	14

A19388 $13,564.93 3.260 14
PLUMAGE, KEEFE F
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 1, Lot 6, LESS S11 FT HWY ROW 1994 W

A19389 $13,564.93 3.260 14
BROBERG, CHERYL A &
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 1, Lot 7, LESS 880 SQ FT STREET 197

A19390 $13,564.93 3.260 14
GOLL, CLARENCE W & MARJORIE D
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 1, Lot 8, LESS S11 FT HWY ROW 1994

A19391 $13,564.93 3.260 14
DDA PROPERTIES LLC
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 1, 1997 SCHULT ESSEX TITLE:

A19392 $13,564.93 3.260 14
SCOTT, SANDEE M
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 2, 1969 REDMAN TITLE: M20333

A19394 $13,564.93 3.260 14
GLEICH, GAVIN
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 4, 1993 CHIEF BELAIR TITLE:

A19395 $13,564.93 3.260 14
KIMMELL, GREGORY P & CARLA J
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 5

A19396 $13,564.93 3.260 14
STEIBER, DONNA J
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 6, 1996 CHAMPION TITLE: E0787

A19398 $13,564.93 3.260 14
GRANT, BEATRICE & IAN
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 8

A19399 $13,564.93 3.260 14
SOWERS, KRISTI ANNE
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 2, Lot 9

A19400 $13,564.93 3.260 14
BARE, EDWARD D & MARLENE M
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 1

A19401 $13,564.93 3.260 14
BROWN, DONALD L & LORI L
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 2, 1987 SCHULT TITLE: K93235

A19402 $13,564.93 3.260 14
JOHNSTON, ROGER D & LOUISE N
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 3, 1973 SKYLINE TITLE: M5488

A19403 $13,564.93 3.260 14
OSBORNE, PHYLLIS
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 4, 1999 SKYLINE TITLE: E9151

A19404 $13,564.93 3.260 14
LANGELIERS, IRENE L TRUSTEE

WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 5, 1965 NEWMOON TITLE: Y55891

A19405 $13,564.93 3.260 14
BRAZELTON, HAROLD R & BARBARA
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 6, 1994 NASHUA VILLA TITLE:

A19406 $13,564.93 3.260 14
HIEB, WALTER D & JODIE L
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 7

A19407 $13,564.93 3.260 14
BARE, EDWARD D & MARLENE M
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 8, 1992 FRIENDSHIP TITLE: W6

A19408 $13,564.93 3.260 14
GONZALEZ, EDGAR F & KIM
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 9

A19409 $13,564.93 3.260 14
SCHLECHT, WAYNE E
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 10

A19410 $13,564.93 3.260 14
ANN M GEORGE REVOCABLE TRUST
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 11, 1970 UNKNOWN MODEL TITLE

A19411 $13,564.93 3.260 14
BROYLES, DIANA K
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 12, 2006 CHAMPION SN: 600892

A19412 $13,564.93 3.260 14
BARE, EDWARD D
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 13

A19413 $13,564.93 3.260 14
HOFFMANN, JOYCE A
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 3, Lot 14, 1967 COMMODORE SAFEWAY T

A19415 $13,564.93 3.260 14
STEBBINS, FRANK T & BONITA R
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 4, Lot 2

A19416 $13,564.93 3.260 14
GEORGE, SCOTT
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 4, Lot 3, 1978 HOLLY PARK TITLE: K1

A19417 $13,564.93 3.260 14
GALO, JENNIFER C
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 4, Lot 4, 2000 SCHULT SN: 293054 T

A19418 $13,564.93 3.260 14
GROSSMAN, JAN & BETTY A
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 4, Lot 5

A19419 $13,564.93 3.260 14
AMUNDSON, GARY R & JULIE A
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 4, Lot 6

A19437	$13,564.93	3.260	14
WATSON, GERALD W			
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 5, Lot 10A, AMD (16)			
A19439	$13,564.93	3.260	14
BEL, LLC			
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 5, Lot 12A, AMD (16)			
A19440	$13,564.92	3.260	14
BEL, LLC			
WANIGAN SUBD, S22, T01 N, R26 E, BLOCK 5, Lot 13			

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 27, 2021 at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana. The City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 27th day of September, 2021.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date: 09/27/2021
Title: Public Hearing Respread SID 1410
Presented by: Andy Zoeller, Finance Director
Department: Finance
Presentation: Yes

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1410.

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

The assessments for SID 1410 have been completed by the Finance Division and are ready to spread on the tax rolls. SID 1410 was originally spread based on estimated costs and is now being re-spread based on the completed construction cost. This project constructs and installs streetlights within Annafeld Subdivision, 2nd filing and Annafeld Park Trail improvements. The construction contract was awarded at the 6/22/2020 City Council meeting, and bonds were sold.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The actual cost of construction was approximately $37,000 less than the original estimates that were spread to the district. The reduction is being proportionately re-spread to the district, resulting in an average reduction in assessment of $525 per property. The amount assessed per property for the remaining 14 years is stated in the resolution.

Attachments

Resolution Respread SID 1410

RESOLUTION 21 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1410, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1410 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1410 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A36493 SCALLY, KONNOR W ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 4A, (20)	$3,505.92	3.260	14
A36494 MCCALL DEVELOPMENT, INC ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 1, (20)	$7,288.00	3.260	14
A36495 OSTERWYK-MCKNIGHT, AMANDA C & KRIST ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 6, Lot 1, (20	$7,399.40	3.260	14

A36895 $2,184.38 3.260 14
CRITELLI, TANNER
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 5, (20)

A36896 $2,184.38 3.260 14
SOAPE-ALLISON, AMY E
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 6, (20)

A36897 $2,184.38 3.260 14
LEE, JASON R
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 7, (20)

A36898 $3,591.25 3.260 14
NOVAKOVICH, ASHLEY D & LEVI C
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 8, (20)

A36899A $4,473.51 3.260 14
GREGOWSKE, REBEKAH
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 1, 12.5% COMMON AREA IN

A36899B $4,473.51 3.260 14
WHIPPLE, NANCY MONTGOMERY
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 2, 12.5% COMMON AREA IN

A36899C $4,473.51 3.260 14
GILREATH, SANDRA A
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 3, 12.5% COMMON AREA IN

A36899D $4,473.51 3.260 14
CRAIG, SUSAN C
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 4, 12.5% COMMON AREA IN

A36899E $4,473.51 3.260 14
PAULSON, CONNIE L & RANDAL A
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 5, 12.5% COMMON AREA IN

A36899F $4,473.51 3.260 14
BIES, JERRED E & KARLI M
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 6, 12.5% COMMON AREA IN

A36899G $4,473.51 3.260 14
JONES, TIMOTHY O & LEAH
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 7, 12.5% COMMON AREA IN

A36899H $4,473.51 3.260 14
JONES, TIMOTHY O & LEAH
ANNAS GARDEN COTTAGES (21), S19, T01 S, R26 E, UNIT 8, 12.5% COMMON AREA IN

A36900 $8,352.33 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 10, (20)

A36901 $5,997.27 3.260 14
HENNING, CARL O &
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 11, (20)

A36902 $5,997.27 3.260 14
MCCALL DEVELOPMENT INC

ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 12, (20)

A36903 $7,856.90 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 4, Lot 13, (20)

A36905 $5,642.89 3.260 14
KRAFT, RICKEY A & HALEY A
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 2, (20)

A36906 $5,757.86 3.260 14
BOLES, STEPHANIE
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 3, (20)

A36907 $5,872.82 3.260 14
ENGEN, MARY ANN
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 4, (20)

A36908 $6,403.81 3.260 14
GELLNER, GERALD W & MARILYN J
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 5, (20)

A36909 $7,263.11 3.260 14
RECHTFERTIG BENJAMIN O & BETH M
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 6, (20)

A36910 $5,860.97 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 7, (20)

A36911 $5,860.97 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 8, (20)

A36912 $5,860.97 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 9, (20)

A36913 $5,863.35 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 5, Lot 10, (20)

A36914 $5,997.27 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 6, Lot 2, (20)

A36915 $5,997.27 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 6, Lot 3, (20)

A36916 $5,997.27 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 6, Lot 4, (20)

A36917 $5,997.27 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 6, Lot 5, (20)

A36918 $7,554.67 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 1, (20)

A36919 $5,851.49 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 2, (20)

A36920 $5,755.49 3.260 14
CATTELAN, COLE A & KORTNEY J
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 3, (20)

A36921 $5,659.49 3.260 14
JAM, SARI C
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 4, (20)

A36922 $5,563.48 3.260 14
HUSKINS, STEVEN L & NITZA M
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 5, (20)

A36923 $5,648.82 3.260 14
BYARS, LINDSEY
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 6, (20)

A36924 $6,845.90 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 7, (20)

A36925 $5,376.21 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 8, (20)

A36926 $5,363.17 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 7, Lot 9, (20)

A36927 $6,340.99 3.260 14
DOHERTY, AMY B & ANDREW J
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 1, (20)

A36928 $4,266.84 3.260 14
ZEHRUNG, JOSEPH C
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 2, (20)

A36929 $5,781.56 3.260 14
GAUGHEN, ROBERT CHARLES
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 3, (20)

A36930 $4,821.52 3.260 14
PERSSON, DERRICK J & SAMANTHA K
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 4, (20)

A36931 $4,925.83 3.260 14
WILSON, DANIEL L & CALLI S
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 5, (20)

A36932 $5,213.83 3.260 14
MCCALL DEVELOPMENT INC

ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 6, (20)

A36933 $5,987.80 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 7, (20)

A36934 $6,159.65 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 8, (20)

A36935 $6,374.18 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 9, (20)

A36936 $6,633.74 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 10, (20)

A36937 $6,716.71 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 11, (20)

A36938 $7,316.44 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 12, (20)

A36939 $3,432.43 3.260 14
ZIESKE, LYNNE M
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 13, (20)

A36940 $2,180.83 3.260 14
BAKER, KAYZN R & AMANDA C
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 14, (20)

A36941 $1,872.67 3.260 14
NECKELS, KENNETH J
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 15, (20)

A36942 $2,180.83 3.260 14
JENKINS, ERIKA D
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 16, (20)

A36943 $3,143.23 3.260 14
SCHAUNAMAN, SHANNON L
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 8, Lot 17, (20)

A36944 $8,065.51 3.260 14
DERLATKA, DANIEL R
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 1, (20)

A36946 $8,474.42 3.260 14
PALOUSE RESIDENTIAL PROPERTIES, LLC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 3, (20)

A36948 $8,450.70 3.260 14
PALOUSE RESIDENTIAL PROPERTIES, LLC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 5, (20)

A36949 $8,185.21 3.260 14
PALOUSE RESIDENTIAL PROPERTIES, LLC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 6, (20)

A36950 $6,423.96 3.260 14
B &A HOLDING ELYSIAN ROAD LLC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 7, (20)

A36951 $6,201.14 3.260 14
SOMMERS, JOE &
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 8, (20)

A36952 $7,175.39 3.260 14
CORCORAN, JOHN E & KRISTINE M
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 9, (20)

A36953 $5,914.31 3.260 14
JONES, TIMOTHY O & LEAH
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 10, (20)

A36954 $4,906.86 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 11, (20)

A36955 $4,906.86 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 12, (20)

A36956 $3,840.15 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 13, (20)

A36957 $4,905.68 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 14, (20)

A36958 $3,801.04 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 15, (20)

A36959 $4,585.66 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 16, (20)

A36960 $3,306.80 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 17, (20)

A36961 $4,109.20 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 18, (20)

A36962 $4,934.12 3.260 14
MCCALL DEVELOPMENT INC
ANNAFELD SUB 2ND FILING, S19, T01 S, R26 E, BLOCK 9, Lot 19, (20)

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 27, 2021 at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana. The City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

4: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 27th day of September, 2021.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date: 09/27/2021
Title: Public Hearing Respread SID 1413
Presented by: Andy Zoeller, Finance Director
Department: Finance
Presentation: Yes

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the proposed resolution that spreads final assessments for SID 1413.

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

The assessments for SID 1413 have been completed by the Finance Division and are ready to spread on the tax rolls. SID 1413 was originally spread based on estimated costs and is now being re-spread based on the completed construction cost. This project constructs roadway, accessibility ramps, sidewalk, curb and gutter, storm drain improvements, sanitary main, water main, and other miscellaneous items on Greenbriar Road and Winged Foot Drive. The construction contract was awarded at the 6/22/20 meeting, and bonds were sold.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, The property owners will not be assessed, and the General Fund will be responsible for paying for the improvements.

FISCAL EFFECTS

The actual cost of construction was approximately $10,000 less than the original estimates that were spread to the district. The reduction is being proportionately re-spread to the district, resulting in an average reduction in assessment of $3,300 per property. The amount assessed per property for the remaining 14 years is stated in the resolution.

Attachments

Resolution Respread SID 1413

RESOLUTION 21 _____

A RESOLUTION RELEVYING AND REASSESSING A SPECIAL ASSESSMENT TAX UPON ALL BENEFITED PROPERTY IN A SPECIAL IMPROVEMENT DISTRICT OR PROJECT KNOWN AS 1413, IN THE CITY OF BILLINGS, MONTANA.

WHEREAS, the City created a special improvement district or project known as 1413 and;

WHEREAS, it is necessary to relevy and reassess a special assessment tax upon each benefited property in the district or project area to defray the cost and expenses of said district or project. The original assessment was calculated on the bond sale cost. After construction was completed, the City adjusted the assessment by using the project cost; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Billings, Montana as follows:

1: RELEVY AND REASSESSMENT. That for the purpose of defraying the cost and expense of making improvements in a special improvement district or project known as 1413 of the City of Billings, Montana, there is hereby relevied and reassessed upon each lot or parcel of land described below, owned by persons respectively indicated, a special assessment tax payable in semi-annual installments with interest. Each lot and parcel assessed and the owner thereof is hereinafter described:

Tax Code /Owner Name /Legal Description	Assessment Amount	Interest Rate	Years Assessed
A22672 PIPPIN, CHARLES E & TANA D LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 51, Lot 1	$33,311.65	3.260	14
A22679 SCHNEITER ENTERPRISES LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 51, Lot 8	$45,205.43	3.260	14
A22699 GANIRON, SALLY R LAKE HILLS SUBD 21ST FILING, S16, T01 N, R26 E, BLOCK 54, Lot 2	$32,778.99	3.260	14

2: DISPOSITION OF COLLECTION. All monies collected from the assessment shall be paid into a special improvement district or project Fund. Assessments become delinquent based on the semi-annual due dates of real property taxes, currently December 1 and June 1 of each year.

3: NOTICE AND HEARING. On Monday, September 27, 2021 at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the Police Facility, 220 N. 27th St., Billings, Montana. The City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing twice with at least six (6) days separating each publication in a newspaper of general paid circulation with a periodicals mailing permit. The final publication was made at least 10 days prior to the public hearing per MCA 7-12-4177.

: EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED this 27th day of September, 2021.

CITY OF BILLINGS:

BY:_____
William A. Cole, Mayor

ATTEST:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/27/2021
Title:	Public Hearing & Resolution Setting Annual Light District Assessments for Fiscal Year 2022
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting the annual Special Improvement Lighting Maintenance District (SILMD) assessments for Fiscal Year 2022.

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

The City administers 197 Special Improvement Lighting Maintenance Districts (SILMDs) containing 8,882 lights. The City owns and maintains approximately 52% of these lights and the remaining lights are owned and maintained by other entities. Montana Code Annotated, Section 7-12-4332, requires that the City Council annually adopt a resolution to assess the costs for each Special Improvement Lighting Maintenance District (SILMD) on or before the first Monday in October each year. The amount assessed is based on anticipated utility rates, estimated maintenance costs, equipment replacements, and administrative fees, as well as the reserve requirements needed for each district. The attached resolution specifies the proposed SILMD assessments for the 197 districts for FY22.

ALTERNATIVES

City Council may:

- Approve the resolution assessing annual light districts; or,
- Not approve the resolution. If Council does not approve the resolution, the city will not be in compliance with state law that requires the resolution to be passed annually prior to the first Monday in October.

FISCAL EFFECTS

SILMD assessments for FY22 will generate approximately $2,380,340 in revenues which is the amount calculated to recover the estimated costs of electricity, maintenance, equipment replacements, and administration fees, as well as to maintain an adequate cash balance in each light district fund. The SILMD assessment will increase for 15 light districts, decrease for 122 light districts, and remain unchanged for 57 light districts. There are also 3 new light districts being assessed in FY22. The overall decrease in revenues in FY22 compared to FY21 is $50,785.

Attachments

Resolution

RESOLUTION 21 -_____

A RESOLUTION LEVYING AND ASSESSING PROPERTY IN SPECIAL IMPROVEMENT LIGHTING MAINTENANCE DISTRICTS OF THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, certain lighting maintenance districts have been created within the City of Billings, and WHEREAS, State Law provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts; and

WHEREAS, Section 7-12-4332, M.C.A. provides that the City shall pass a resolution levying and assessing maintenance costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. DISTRICTS AND ASSESSMENTS. The lighting maintenance districts and assessments to defray one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed as listed on EXHIBIT "A" attached hereto, and by this reference, said exhibit is made a part hereof.

2. PERIOD OF ASSESSMENT. That said assessment is to defray costs for the fiscal year 2022 (July 1, 2021 through June 30, 2022).

3. DISPOSITION OF COLLECTIONS. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to defray the costs of maintenance and lighting as provided by law.

4. NOTICE OF HEARING. On Monday, September 27, 2021**,** at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting held in the Council Chambers of the City Hall, 220 N. 27th Street, Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing as provided in MCA 7-1-4127.

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 27th day of September 2021**.**

CITY OF BILLINGS:

BY:_____
William A. Cole, MAYOR

ATTEST:

BY:_____
Denise Bohlman, CITY CLERK

Exhibit A

District Number	FY 22 Assessment
8	$6,600
9	$6,000
10	$20,000
13	$198,000
14	$100,000
17	$17,000
18	$2,350
95	$11,000
97	$120,000
99	$16,000
100	$26,000
107	$22,000
109	$56,000
113	$7,400
114	$12,000
115	$2,800
116	$7,400
117	$42,000
118	$2,900
119	$1,900
121	$31,500
122	$2,400
123	$4,200
124	$12,500
125	$4,900
126	$2,450
127	$9,100
128	$6,300
129	$4,200
130	$1,560
131	$10,800
133	$2,900
134	$6,800
135	$6,600
136	$6,000
137	$5,750
138	$9,500
139	$3,100
143	$7,400
144	$350
145	$6,000
146	$4,600
147	$5,500
149	$27,000
150	$9,700
151	$8,100
152	$55,000
153	$6,900

154	$15,700
155	$6,300
157	$11,700
158	$10,200
159	$12,200
160	$9,100
161	$13,500
162	$750
163	$18,000
164	$4,800
165	$11,200
167	$3,000
171	$7,200
172	$6,800
173	$15,000
174	$12,600
175	$4,200
176	$540
178	$3,300
179	$6,600
180	$4,500
181	$21,500
182	$7,500
183	$15,100
184	$4,800
185	$1,800
186	$15,500
187	$3,000
188	$3,600
189	$3,000
190	$15,700
191	$5,400
192	$3,900
193	$9,700
194	$7,500
195	$5,200
196	$2,650
197	$2,650
198	$1,500
200	$3,300
201	$6,300
202	$14,500
203	$700
204	$14,000
205	$420
206	$4,200
207	$4,800
208	$10,500
209	$6,900
210	$3,100
211	$1,800

212	$1,750
213	$1,000
214	$4,700
216	$1,800
217	$7,000
220	$9,200
221	$110
222	$2,200
223	$4,300
224	$18,000
225	$8,500
226	$5,500
227	$12,200
228	$10,200
229	$5,300
230	$12,400
231	$7,400
232	$32,100
233	$28,800
234	$9,000
235	$10,200
236	$3,850
237	$5,100
238	$210
239	$1,200
240	$9,200
241	$7,300
242	$1,000
244	$1,400
245	$900
246	$4,200
247	$12,400
249	$35,000
250	$5,200
251	$49,000
252	$7,000
253	$23,000
254	$4,500
255	$4,810
257	$17,600
258	$35,000
259	$36,000
261	$6,300
262	$39,100
263	$22,000
264	$4,850
265	$4,600
266	$1,270
270	$11,500
271	$11,800
272	$35,200

273	$2,640
276	$9,100
277	$10,500
278	$4,850
279	$780
280	$15,000
283	$10,200
285	$4,000
286	$3,100
288	$22,900
289	$4,420
290	$2,680
292	$7,800
293	$3,000
294	$6,000
295	$1,400
296	$16,000
297	$2,700
298	$2,400
299	$4,800
300	$5,100
301	$65,000
302	$5,500
305	$17,000
306	$5,900
307	$60,000
308	$3,450
309	$9,800
310	$4,400
311	$7,200
312	$12,200
313	$8,900
315	$11,000
316	$14,800
317	$3,800
318	$9,900
320	$2,700
321	$10,000
322	$3,300
323	$29,000
324	$7,200
325	$7,000
326	$3,100
327	$2,500
328	$19,500
329	$4,000
330	$5,500
Total	$2,380,340

City Council Regular

Date:	09/27/2021
Title:	Public Hearing & Resolution for Sidewalk Construction and/or Repair Assessments
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution assessing sidewalk construction costs.

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

The ongoing Sidewalk Construction Program is generally for small sidewalk repairs and replacements that pose safety hazards to the public. Article 13-1200, BMCC, allows for the City to invoice property owners for the total cost of sidewalk construction and/or repairs, including permits, and gives property owners sixty (60) days to pay the assessed amount in whole. If the charges are not paid within the given time, the City may impose the total amount due as a special assessment lien against the property. Interest will accrue at the percentage rate as determined by the most recent bond issue sold for the Annual Miscellaneous Sidewalk, Curb and Gutter Improvements program and will be assessed from sixty-one (61) days after the original invoice date until the time all assessed costs are received by the City. This interest rate is currently 3.5%. The Sidewalk Hazard Repair Fund initially pays the costs and collected assessments will reimburse that fund.

Repairs were completed by the Public Works Department for properties identified in the ongoing Sidewalk Construction Program and are ready to be assessed per the attached resolution. The attached list of properties had sidewalk construction and/or repairs completed in October 2020 and April 2021.

ALTERNATIVES

City Council may:

- Approve the resolution to assess sidewalk repairs; or,
- Not approve the resolution, in which case the property owners will not be assessed, and the Sidewalk Hazard Repair Fund (gas tax) will be responsible for paying all costs of construction and/or repairs.

FISCAL EFFECTS

Article 13-1207, BMCC provides property owners the option of being assessed for the sidewalk repairs in one-lump sum or being assessed over a period of 5 years. Of the 11 property owners assessed in FY22, only one property owner has opted to be assessed over 5 years. The FY22 assessments total $2,948.16 and the payments will reimburse the Sidewalk Hazard Repair Fund.

Attachments

Resolution

RESOLUTION 21-_____

A RESOLUTION LEVYING AND ASSESSING SIDEWALK REPAIR COSTS UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO PAY THE COST OF REPAIRS ON SIDEWALKS CONSTRUCTED PER THE ON-GOING SIDEWALK CONSTRUCTION PROGRAM

WHEREAS, sidewalks in certain locations in the City have deteriorated, settled and cracked, and the safety and convenience of the public require installation, construction, reconstruction, repair and/or replacement thereof; and

WHEREAS. M.C.A. 7-14-4109 provides that Public Works is authorized to order the installation, construction, reconstruction and/or replacements of certain sidewalks in certain locations in the City without creation of a special improvement district; and

WHEREAS, Billings, Montana City Code, Article 13-1200, provides that Public Works shall prepare and present a resolution containing a list of properties which have been identified in the on-going Sidewalk Construction Program and construction and/or repair, and including permit costs, have been paid for by the City and the owner of those properties have not paid in full the costs for those repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. LEVYING OF SPECIAL ASSESSMENT. That for the purpose of collecting funds to reimburse for the cost of repairs made to sidewalks, there is hereby levied an assessment upon the owners and parcel described on Exhibit 'A' attached hereto.

2. ASSESSMENT AND COLLECTION. Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.

3. DISPOSITION OF COLLECTIONS. Monies collected from assessment shall be paid to the Sidewalk Hazard Repair Fund of Billings, Montana.

4. NOTICE OF HEARING. On Monday, September 27, 2021, at 5:30 p.m., or as soon thereafter as the matter was considered on the agenda of the City Council at a regular meeting in the Council Chambers of the City Hall, 220 N. 27th Street, Billings, Montana, the City Council held a public hearing to hear comments and/or objections to the adoption of this resolution. The City Clerk published notice of the public hearing as provided in MCA 7-1-4127.

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 _____ day of _____, 2021.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

PROPERTY OWNER	TAX CODE	AMOUNT
Cale & Brittany Matteson	A23758	189.65
Tanner M. Grove	A10313	188.16
Joshua M Reinke	A10328	188.44
Hunter Boyce	A10390	189.06
William J. Hickson & Samantha E. Edwards	A10404	334.53
Alexandria J. Russell	A04489	194.17
AJC Properties LLC	A04491	194.17
Sean Brady	A17700	337.24
Homes Unlimited Realty LLC	A17706	480.31
Lynda C. Larvie	A18007	194.17
Tina Beach	A12435	458.26

City Council Regular

Date:	09/27/2021
Title:	Public Hearing and Resolution Relating to Petitions for Reduction of Arterial Construction Fee Assessments
Presented by:	Jennifer Duray
Department:	Public Works
Presentation:	Yes

RECOMMENDATION

Staff recommends City Council conduct a public hearing and approve the proposed resolution reducing the Arterial Construction Fee assessments for the two hundred twenty-eight (228) parcels meeting the criteria of Ordinance 21-5768.

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

The City Council adopted Ordinance 21-5768 on August 9, 2021, which allows Commercially zoned, Residential Manufactured Home (RMH) zoned and Mixed Residential zoned property owners to petition for a reduced arterial construction fee assessment if the property is used solely as an owner-occupied, single family residence. The relief for these properties caps the parcel square footage at 9,600 square feet and calculates the assessment based on the lower neighborhood zoning classification rate instead of the property's assigned zoning classification rate. The Public Works Department received two hundred sixty-one (261) signed petitions involving two hundred sixty-one (261) parcels. Two hundred twenty-eight (228) parcels met the criteria specified in Ordinance 21-5768 and qualify for a reduction of the Arterial Construction Fee Assessment. Thirty-three (33) parcels did not meet the criteria. Of these thirty-three (33) parcels, twenty-two (22) parcels are not eligible because the parcels are zoned in a classification that is not eligible to petition for a reduction in the assessment, five (5) parcels are not single family residences, and six (6) parcels are not owner occupied.

ALTERNATIVES

City Council may:

- Approve the resolution reducing the Arterial Construction Fee assessments for the two hundred twenty-eight (228) parcels meeting the criteria of Ordinance 21-5768 ; or,
- Not approve the resolution if the Council finds that the properties do not meet the criteria.

FISCAL EFFECTS

The reduction in Arterial Construction Fee assessments for FY22 is $12,466.80. The impacted property owners will realize varying reductions in their assessments with the average reduction amount of $54.68.

Attachments

2021 Arterial Petition Resolution

RESOLUTION NO. 21- _____

A RESOLUTION OF THE CITY OF BILLINGS RESPONDING TO SUBMITTED PETITIONS FOR REDUCTION OF ARTERIAL CONSTRUCTION FEE ASSESSMENTS THAT WOULD APPEAR ON THE 2021 PROPERTY TAX STATEMENTS

WHEREAS, the City Council adopted Ordinance 21-5748 on January 15, 2021, establishing zoning codes for properties within the City of Billings, and

WHEREAS, the City Council adopted Ordinance 21-5768 on August 9, 2021, updating zoning classifications for arterial construction fee assessments for properties within the City of Billings, and

WHEREAS, Ordinance 21-5768 states, *"The City Council may provide an exemption to Commercially zoned, Residential Manufactured Home (RMH) zoned, and Mixed Residential zoned properties that are currently owner-occupied as a single-family residence. The property owner must annually request the exemption through the Public Works Department by August 31 of each year."*, and

WHEREAS, the City Council adopted Ordinance 21-5768, in part to provide relief to properties being used solely as owner-occupied, single-family residences which are not zoned in a neighborhood zoning classification carrying a lower rate and being capped at a maximum of the applicable rate for that zoning classification times 9600 square feet per parcel, and

WHEREAS, the City Council may provide relief to properties meeting the exemption criteria set-forth in Ordinance 21-5768 by capping the parcel square footage at 9600 square feet and calculating the assessment based on the lower neighborhood zoning classification rate instead of the property's assigned zoning classification rate, and

WHEREAS, the Public Works Department received 261 completed and signed petitions for exemption, and

WHEREAS, the Public Works Department verified that 228 petitions involve properties meeting the exemption criteria, and

WHEREAS, reducing the assessments on these 228 parcels would affect the Arterial Construction Fee assessments appearing on the tax statements Yellowstone County will print and mail in October 2021, and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. **REDUCTION OF ASSESSMENTS**: The Arterial Construction Fees assessments on the following 228 parcels shall be adjusted by Public Works Department staff and placed upon the assessment rolls and collected in the same manner as other City of Billings assessments.

TAX CODE	Zoning	*LAST NAME*	*FIRST NAME*	*PARCEL ADDRESS*	*Assessment if Petition IS Approved*
A00163	EBCW	Erickson	Patricia	315 N 17th St	$39.20
A01238	DX	Barger	Margaret C	504 S 26th St	$39.20
A01743	NX2	Nava	Irene	821 S 28th St	$29.40
A02016	NX1	Todd	Michael T. & Debra H.	607 N 18th St	$39.20
A02034	NX1	Williams	Judith Anne	714 N 16th St	$39.20
A02042	NX1	Wutzke	James M	702 N 17th St	$22.68
A02057A	NX2	Croaker	Nicole Lindell	2205 Clark Ave	$33.60
A02078	NX1	Skillen	Holly R	2315 7th Ave N	$16.80
A02112	NX1	Bradbury	Dan R	2223 8th Ave N	$39.20
A02166	CMU1	Higinbotham	Daren L	814 Ave B	$42.00
A02188	NX1	Kuennen	Steven	815 Ave B	$39.20
A02207	NX1	Handsaker	Larry E & Janice J	918 Ave C	$53.76
A02218	NX1	Standley	Nancy R	1509 10th St W	$41.16
A02328A	NX1	Solum	Mary	2006 Alderson Ave	$53.76
A02398	CMU1	Paulson,	Timothy & Lorna	2332 Alderson Ave	$53.76
A02347	CMU1	Scanson	David & Janine	2107 Alderson Ave	$53.76
A02348	NX2	Maun	John C	2103 Alderson Ave	$53.76
A02355	NX2	Connelly	Tom J	2120 Alderson Ave	$53.76
A02358	NX2	Tronstad	Mark & Kathi	2126 Alderson Ave	$53.76
A02374	NX2	Keller	Jared E	2222 Alderson Ave	$53.76
A02493	NX2	Konecny	Nicholas	2224 Clark Ave	$53.76
A03146	NX2	Pacot	Connie J	2215 Yellow stone Ave	$43.12
A03285	NX1	Lujan	Richard & Casey	820 Broadw ater Ave	$39.20
A03329A	NX2	O'Neil	Katherine	1113 Custer Ave	$14.09
A03329B	NX2	Smith	Marie	1115 Custer Ave	$14.09
A03329C	NX2	Fields	Karmen J	1117 Custer Ave	$15.10
A03332	NX1	Griffin	Farrel F & Donna J	1145 Custer Ave	$53.76
A03533	NX1	Cary & Mary Beth Sanderson FamilyTrust		316 11th St W	$31.92
A03668	NX1	Elliott	Taffie Lee	1002 How ard Ave	$29.40
A03964	NX1	Schrotenboer	Roger & Jayton	918 N 18th St	$39.20
A03964A	NX1	Ruthardt	Keren & Morgan	920 N 18th St	$39.20
A03970	NX1	Josua Jaroch & Rebecca Ostrum		915 N 19th St	$33.60
A03976	NX1	Stanton	Daryl J	1623 Vuecrest Dr	$49.06
A05007A	NX2	Hogan	Sharon	607 Ave F #2	$13.06
A05007D	NX2	McCormick	Judith M	607 Ave F #5	$13.07
A05035	NX1	Repac	Robert	643 Ave E	$39.20
A05470	NX1	Stonebraker	Aileen L	811 Broadw ater Ave	$36.40
A05478	NX1	Speed	Lucas	843 Broadw ater Ave	$46.01
A06388	NX2	Cheryl L Edw ards & Greg H Utterback		1222 Lew is Ave	$53.76
A06982	NX1	Wagner	Roger & Jayton	130 Foster Ln	$49.56

A06988	NX1	Dvorak	Valerie C & Kenneth W	122 Foster Ln	$49.73
A06991	NX1	Scott	James R & Candace K	107 S 12th St W	$53.76
A08340B	NX1	Bonnie Bickler Trust		803 Ave E	$29.66
A08340D	NX1	Christianson	David & Lori	809 Ave E	$29.66
A08340K	NX1	Carlson	Ronda	831 Ave E	$29.66
A08340O	NX1	Ravnikar	Kenny D	839 Ave E	$29.66
A08340P	NX1	McElroy	Katie	843 Ave E	$29.66
A08341A	NX1	Blee	Kirk P & Catherine L	841 Ave F	$41.58
A08341B	NX1	Freese	William & Amanda	837 Ave F	$41.58
A08341C	NX1	Black	James & LaVaun M	833 Ave F	$41.58
A08341G	NX1	Sommerfeld	Donald D & Susan K	817 Ave F	$41.58
A08341K	NX1	Brown	John & Stephanie	801 Ave F	$44.07
A08588A	NX2	Stensland	James & Louise	4210 Vaughn Ln	$52.96
A08590A	NX2	Byford	Robin J	4278 Vaughn Ln	$49.43
A08590B	NX2	Anderson	Ronald R	4282 Vaughn Ln	$42.39
A09541	NX2	Howland	Alissa	1515 Howard Ave	$36.41
A09544	NX2	Johnston	David Lynn	1501 Howard Ave	$35.95
A10746	NX1	Wiser	Stephen & Christina	1444 Yellowstone Ave	$47.19
A10747	NX1	Robins	Ronald R & Marilyn B	1438 Yellowstone Ave	$48.30
A11393	NX2	Jesse M Kause & Laura J Maples		319 Mervin St	$41.65
A11609	P3	Heidenreich	Charles A	1022 N 30th St	$53.76
A11613	P3	Llewellyn	Leonard Lee	1038 N 30th St	$39.20
A11635	P3	Nilson	Terry	922 N 30th St	$39.20
A12016	NX1	Nelson	Steven C & Loril R	608 N 15th St	$42.00
A12018	NX1	Berg	Carol	616 N 15th St	$42.00
A12039	NX1	Link	Dennis D & Linda	711 N 16th St	$39.20
A12063	NX1	Griffith	John E & Valorie A	811 N 15th St	$53.76
A12073	NX1	Reimers	Dara	621 N 15th St	$42.00
A12084	NX1	Trafton	Luana	649 N 14th St	$53.76
A12092	NX1	Schmidt	Jody	615 N 14th St	$53.76
A12634	NX2	Teeling	Emily Joan	1600 Ave E Unit 37	$9.18
A12854	NX1	Blott	Ruth Elaine	1714 Virginia Ln	$46.70
A13679	NX2	Kraft	Thomas R & Mary E	1305 Yellowstone Ave	$41.18
A13679A	NX2	Kowalski	Angela M	1309 Yellowstone Ave	$44.07
A13681	NX2	Castellano	Kyle E & Peter D	1329 Yellowstone Ave	$42.90
A14032	NX2	Schlereth	Deborah Lee	901 13th St W	$33.28
A14032B	NX2	Norwood	Ann M	905 13th St W	$33.28
A14032G	NX2	Rubel	Carol	917 13th St W	$33.28
A14485	NX2	McCafferty	Nola J	1340 Lewis Ave	$53.76
A14811J	NX2	Stephens	Maria T	310 Monroe St	$17.50
A14812S	NX2	Janna J Lind & Rob R Hankins		712 Summit Ridge Rd	$17.50
A15527	NO	Peter	Jay	620 Grand Ave	$39.20
A15687	NX1	Totten	Scott Floyd	721 Broadwater Ave	$36.40
A15692	NX1	Gipe	Jerry & Leona	743 Broadwater Ave	$36.40
A16255	NX1	Robbins	Kenneth C	775 Claremont Rd	$39.20
A18097	NO	Thompson	Dana Jo	334 Grand Ave	$39.20
A18638	NX2	Diane R Burke & Sharon K Kukowski		3016 Boulder Ave	$53.76
A18638D	NX2	Larson	Greta K	3019 Colton Blvd Unit D	$20.79
A18647C	NX2	Kramlich	Ryan L	3105 Colton Blvde #3	$15.47

A18666	NX2	Kirkwood	Judy & Jessica	3025 Boulder Ave	$53.76
A18816	NX2	Link	Kirk F	209 S 35th St	$53.76
A18871	NX1	McCann	Laura J	522 Broadwater Ave	$39.20
A18890	NX1	Schwarzrock	Wesley & Ellen	640 Broadwater Ave	$39.20
A19296	NX1	Mark E Johns & Donald J Svetich		532 Cook Ave	$53.76
A19396	RMH	Steiber	Donna J	844 Radford Sq W	$53.76
A19403	RMH	Osborne	Phyllis	829 Radford Sq W	$53.76
A20286	RMH	Willems	John Douglas	315 Reda Ln	$53.76
A20554	NX2	Grinsteiner	Tom & Robin	1306 Lewis Ave	$49.80
A20556	NX2	Hoffert	Phillip J	1310 Lewis Ave	$53.76
A20559	NX2	Korb	Thomas & Priscilla	1320 Lewis Ave	$53.76
A20567	NX1	Burchell	Charles & Glynis	1906 Bench Blvd	$53.76
A20569	NX1	Hofer	Eli	1840 Bench Blvd	$53.76
A20570	NX1	Houser,	Jackie K & Virginia C	1832 Bench Blvd	$53.76
A20580	NX1	Shaw	Grace	707 Bender Circle	$53.76
A20584	NX1	Baldry	Jesse	714 Bender Cir	$53.76
A20843A	NX2	Rose	Sherri E	1212 Lewis Ave	$40.47
A20843B	NX2	Wolfendale	Lisa L	1210 Lewis Ave	$40.47
A21267	RMH	Miner	David E	233 Windsor Cir S	$40.80
A21271	RMH	Fisher	Pauline A	273 Windsor Cir S	$40.33
A21295	RMH	Doll	Susan A	123 Windsor Cir S	$40.80
A21314	RMH	Harris	Ronda	155 Windsor Cir N	$41.16
A21341	RMH	Vogel	James G & Jean S	396 Windsor Cir S	$41.99
A21342	RMH	Fox	Larry K & Marilyn H	386 Windsor Cir S	$40.81
A21366	RMH	Miller	Barbara Greenspan	174 Windsor Cir S	$40.79
A21747	NX2	Pennington	Emily K	231 Bohl Ave	$18.80
A21747A	NX2	Senini	Joleene G	237 Bohl Ave	$14.11
A21975	NX2	Hecker	Julie	1650 Roadrunner Pl	$20.60
A21975A	NX2	Bahr	Gayle A	1652 Roadrunner Pl	$20.60
A21978A	NX2	Williams	Nicholas R	1613 Roadrunner Pl	$18.80
A22845A	NX2	Kyro	Linda	342 Prospectors Ln	$14.13
A22846C	NX2	Stai	Susan	314 Prospectors Ln	$22.78
A22858B	NX2	Blair	Mary	357 Prospectors Ln	$14.17
A22864B	NX2	Riddle	Chelsy	237 Prospectors Ln	$14.11
A22864C	NX2	Clark	Janet Scheeler	233 Prospectors Ln	$16.62
A23876	NX1	Petersen	Kenneth W & Cynthia B	230 Foster Ln	$44.55
A24109A	NX2	Clausing	Linda R	361 Westchester Sq N	$20.02
A24298	NX2	French	Donna M	372 Jefferson St	$14.24
A24299	NX2	Belotta	Jorge R	368 Jefferson St	$14.24
A24306	NX2	Kipp	William F & Barbara A	326 Jefferson St	$16.02
A24323	NX2	Gorder	Lizabeth	327 Jefferson St	$16.02
A24327	NX2	Bethel	Roland D & Andrea C	305 Jefferson St	$21.17
A24116B	NX2	Hallock	Julie M	301 Westchester Sq N	$17.78
A24193	NX2	Azure	Tanya	1504 Westchester Sq W	$40.32
A24221B	NX2	Meyer	Robert L	3112 54th ST W	$21.82
A24973F	NX2	Denning	Roxy	1083 Clark Ave	$27.00
A24973A	NX2	Dubeau	Betty A	1093 Clark Ave	$27.00
A24974	NX2	Hill	Sharon Nimtz	1210 Clark Ave	$14.30
A24979	NX2	Saunders	Rosanna Jo	1220 Clark Ave	$14.30
A25362	NX2	English	Margaret S	1147 18th St W #1	$22.88

A25363	NX2	Rintoul	Russell D	1147 18th ST W Apt 2	$22.16
A25365	NX2	Stahley	Preston G	1147 18th St W Apt 4	$21.45
A25374	NX2	Farella	Carol A	1209 18th St W #1	$34.32
A25377	NX2	Love	Dennise	1148 Blair Ln Apt 1	$22.88
A25378	NX2	Cady	Rita M	1148 Blair Ln #2	$22.16
A25380	NX2	Hays	Christopher	1148 Blair Ln #4	$21.45
A25383	NX2	Bolton	Tracy	1200 Blair Ln #3	$22.16
A25384	NX2	Hauser	Connie C	1200 Blair Ln #4	$21.45
A25385	NX2	Brow n	Stephen	1210 Blair Ln Apt 1	$22.88
A25445	NX2	Row lison	Valerie	2304 Rehberg Ln	$18.90
A25446	NX2	Goppert-Keele	Sherie Beth	2306 Rehberg Ln	$18.90
A25447	NX2	Kurth	Patricia M	2308 Rehberg Ln	$18.90
A25449	NX2	Robinson	Marion K	2312 Rehberg Ln #6	$18.90
A25581	NX1	Paris	Shane David & Christi K	928 Poly Dr	$44.97
A25642	NX2	Walker	Jule F	1247 Yellow stone Ave	$18.38
A25648	NX2	Martin	Evelyn M	1257 Yellow stone Ave	$9.31
A26751	NX2	Heggeness	Melody	2204 Alderson Ave Apt C	$14.21
A25660	NX2	Teeling	Joan	1265 Yellow stone Ave	$7.08
A26780	NX2	Feller	Raymond	1320 Mineral Pl #6	$17.01
A27578	NX1	Harding	Rhea	632 St Johns Ave Apt 3	$20.05
A27585	NX2	Young	Amy	1225 Clark Ave	$27.70
A27868	NX2	Adams	Allena Cookie	2330 Yellow stone Ave	$11.44
A27870	NX2	Oliver	Lorean I	2334 Yellow stone Ave	$11.44
A27954	NX2	Hannah	Liliana	290 Westchester Sq S	$15.02
A28241A	NX1	Meyers	Richard (Dick) H.	1894 Golden Blvd	$32.21
A28243	NX1	Bayers	Hazel J	1658 Golden Blvd	$32.21
A28246	NX1	Deegan	Ann E	1732 Golden Blvd	$32.21
A28247	NX1	Robertus	Sharon R	1734 Golden Blvd	$32.21
A28251	NX1	Sieler	Amalie	1778 Golden Blvd	$32.21
A28254	NX1	Dschaak	Virginia	1810 Golden Blvd	$32.21
A28255	NX1	Graf	Nancy L	1812 Golden Blvd	$32.21
A28256	NX1	Easton	Donald & Evelyn	1826 Golden Blvd	$32.21
A28266	NX1	Schanz	Mildred M	1655 Golden Blvd	$31.99
A29136	RMH	Rasch	Marian	859 Joyce Circle	$37.16
A29144	RMH	Bohlman	Denise R	602 Clause Circle	$37.02
A29467	NX2	Miller	Susan R	1020 Lew is Ave	$25.05
A29468	NX2	Chiesa	Leotta D	1024 Lew is Ave	$25.05
A29469	NX2	Clark	Joan	1026 Lew is Ave	$25.05
A31416B	NX1	Ness	Diana	1622 Wicks Lane	$29.29
A31427C	NX1	Martinz	Vernon A & Sharon E	1622 Moose Hollow Ln	$38.16
A31427D	NX1	Gaughan	Sharon	1626 Moose Hollow n Ln	$38.16
A31427K	NX1	Mow rey	Christy	1638 Moose Hollow Ln	$38.16
A31504C	NX1	Giese	Charles F & Karen M	808 Ave F	$29.66
A315046	NX1	Dickey Family Trust		820 Ave F	$29.66
A33533	NX2	Thomas	Randy & Ann	5309 Denali Dr	$47.36
A33538	NX2	Cayton	Kenneth N & Gayle H	5329 Denali Dr	$42.35
A33951D	NX1	Elduen	James T & Mebane D	1526 Granite Peak Trl	$39.87
A34019B	NX1	Thigpen	Timothy A Jr & Erica L	737 Lambrecht Ln	$25.65
A34019C	NX1	Davis	Jean A	739 Lambrecht Ln	$25.65

A34022A	NX1	Walker	Patsy M	1533 Granite Peak Trl	$39.87
A34022G	NX1	Shelhamer	Judy & Jessica	1529 Granite Peak Trl	$39.87
A34022L	NX1	Ronald Anderson Family Trust		1607 Granit Peak Trl	$39.87
A34248	NX1	Coleman	Kylie A	1442 Bench Blvd	$53.76
A34455E	NX2	Scherry	Barbara	1420 River Point Loop #2	$28.62
A35166B	NX1	Rowen	Valerie	3026 Golden Acres Dr	$51.54
C00318	NX1	Jean Villmer C/O Shannon Findley		1130 Bench Blvd	$46.20
C00659A	NX1	Maine	Jessica	1336 Bench Blvd	$35.40
C00719	NX1	Parker	Robert & MaryAnn	715 Key City Dr	$53.76
C00720	NX1	Damjanovich	David P	713 Key City Dr	$53.76
C00722	NX1	Buechler	Timothy W & Teresa J	711 Key City Dr	$53.76
C01067	RMH	Alberta	Diana	520 N Lakeview Dr	$53.76
C01101	NX1	Patterson	Monty F	1202 Bench Blvd	$53.76
C01231	NX1	Bowles	Donna R & Brenda M	649 Mattson Ln	$53.76
C01384C	RMH	Korwald	Anona Bernice	506 Pemberton Ln	$49.46
C01443	NX1	Hedges Trustee	Mari Danielson Okken	437 Sharron Lane	$53.76
C01447	NX1	Slaugh	John J & Karen J	2136 Harmon Ln	$53.76
C01450	NX1	Durose	Dylan J & Keyy M	2139 Lake Elmo Dr	$53.76
C01451	NX1	Kiner	Harry C	2207 Lake Elmo Dr	$53.76
C01454A	RMH	Bauer	Dennis A. & Taya A.	437 Roxy Lane	$53.76
C01469A	NX1	Klein	David D & Rebecca L	2001 Lake Elmo Dr	$53.76
C01469B	NX1	Smith	Gary S	415 Kathy Ln	$40.86
C01481B	NX1	Boyd	Mark A	1925 Lake Elmo Dr	$53.76
C01592	NX1	Oblander	Rebecca & Austin	710 Winemiller Ln	$53.76
C11768	NX1	Bergsing	Jeffrey M& Jane K	714 Jaque Ln	$49.14
D01291R	NX2	Schulz	Scott & Nicole	1021 Yellowstone Ave #1	$25.44
D01405	NX1	Grady	Trevor & Taylor	50 S 8th St W	$40.32
D01427	NX2	Weis	Richard D & Ladonna G	31 Prickett Ln	$42.14
D01473D	NX1	Mauthe	Gary P	101 S 12th St W	$23.86
D01485	NX2	Aders	William J & Susan L	109 Prickett Ln	$48.05
D01504	CX	Keyser	Darcy O Russell	236 Prickett Ln	$53.76
D01518	NX1	Horn	Nita N	202 Foster Ln	$53.76
D01531	NX1	McClure	Mark C & Audrey A	346 Foster Ln	$48.42
D01644	NX1	Clarice Adkins & Julie Rozell		145 Washington St	$53.76
D05198	NX1	Miller	Randy G & Ruetta D	2110 Bench Blvd	$53.76
D05264	NX2	Cameron	James A	1448 Bench Blvd	$53.76
D05284B	NX1	Laird	Margaret A	1004 Bench Blvd	$53.76
D05332A	NO	Habeck	Maribeth Dietrich	331 Hunt Ln	$53.76
D05812	NX1	Schram & Ronal L Korf	Peggy &	1917 9th Ave N	$53.76
D05860	NX1	Wichman	Gary & Colleen	1103 N 19th St	$53.76

2. **DENIAL OF ASSESSMENT REDUCTION:** There will be no reduction to the Arterial Construction Fee assessments for the following parcel(s):

Not Eligible Classification: The following petitioners are zoned in a classification that is not eligible to petition for a reduction in assessment:

TAX CODE	*LAST NAME*	*FIRST NAME*	*PARCEL ADDRESS*
C11864	Cruikshank	Joe & Julie	1330 Bluegrass Dr
A08709	Sullivan	Daniel & Sarah	2535 Teton Ave
A11313A	Fulton	Mike P	602 15th St W
A18787	Harris	Kira	112 S 33rd St
A18901	Cox	Heith Patrick & Janice K	703 Custer Ave
A23001	Gibson	Steve	1141 Wick Ln
A30569	Teeling	John & Karen	6189 Sandalwood Dr
A33489	Pepper	Bryan	5425 Denali Dr
A33529	McMorris	Bruce & Patricia	5320 Frontier Dr
A33530	Radovich	Brianne E	5316 Frontier Dr
A33561	Coley	Jeramie & Rebecca A	5347 Sacagawea Dr
A33594	Jones	Gabriel E & Deborah E	5215 Sacagawea Dr
A33605	Bellile	Thomas S & Alisha A	1513 Prairie Meadow Ln
A33624C	Moos	Allen R	5354 Sacagawea Dr
A33627	Roll	Theresa A & Terry L	5418 Sacagawea Dr
A33628	Schaff	Ronald P	5424 Sacagawea Dr
A33629	Kurt L Frette Revocable Trust		5430 Sacagawea Dr
C00243	Kimmell	Gregory & Carla	916 Mary Street
C01290	Gran	Lindsay	703 Winemiller Ln
D05797	Alles	Ronald J & Jacquelyn H	2010 10th Ave N
C01446	Kiner	Harry C	Harmon Ln
D01531A	McClure	Mark C & Audrey A	NA

Not Single-Family Residence: The following petitioners are not classified as single-family homes:

TAX CODE	*LAST NAME*	*FIRST NAME*	*PARCEL ADDRESS*
A18690	Wright	Mark	703 Parkhill Dr
A03033	Mueller	C. Diann	716 Ave B
A02342	Heffner	Karen A & Gerard M	2036 Alderson Ave
A06993	Booras	Greg J & Pamela	123 S 12th St W
A17766	Shelley	Elizabeth A	28 Grand Ave

Not Owner Occupied: The following petitioners are not owner occupied:

TAX CODE	*LAST NAME*	*FIRST NAME*	*PARCEL ADDRESS*
A20571	Wally Zentner Family Trust		1831 Bender St
A34019D	Schermeister	Laurie L	741 Lambrecht Ln
A03034	Mueller	C. Diann	714 Ave B
A03665C	Vopel	Boyd & Kim	1018 Howard Ave
A15690	New Direction IRA Inc		735 Broadwater Ave
A33951L	Gwire Properties LLC		1614 Granite Peak Trail

3. **NOTICE OF HEARING**: On Monday, **September 27, 2021,** at 5:30 p.m. or as soon thereafter as the matter was considered on the agenda of the City Council, the City Council held a public hearing to hear comments and/or objections to the final adoption of this resolution. The City Clerk published notice of the public hearing on September 10, 2021, and September 17, 2021, in the ***Yellowstone County News*** as provided in MCA 7-1-4127.

EFFECTIVE DATE: This resolution shall be effective upon final adoption.

ADOPTED and APPROVED by the City Council this **27th** day of **September 2021.**

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	09/27/2021
Title:	Joint Public Hearing and Resolution- Annexation 21-10
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 the associated Planned Neighborhood Development (PND). 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)

Dan Wells of Regal Land Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Sweetgrass Creek Drive between 54th and 58th Street West. The property is described as proposed Lot 1 of RL Subdivision. The metes and bounds description detailing the area to be annexed is attached to this staff report and the exhibit is included as an attachment to the Resolution of Annexation. The annexation includes all adjacent right-of-way of 58th Street West. The annexation containing 55.103 gross and 53.454 net acres and is zoned N4. This is a county zone that is not available in the City Limits, therefore, this property is also requesting a zone change (ZC 998) which will be considered concurrently by City Council. The proposed zoning is Mixed Residential Planned Neighborhood Development (PND). The intent of the PND's are to allow large and medium-sized parcels to use a set of design elements and a combination of zone districts that produces a walkable, sociable, and resilient urban design.

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 are available to serve this property with extensions. A Development Agreement is required as part of this annexation and Council will consider the proposed agreement following action on this petition.
- Storm water: There is currently no city infrastructure in the vicinity to serve stormwater therefore at the time of development the stormwater plan will be required to meet the standards set forth in the adopted Stormwater Management Manual.
- Transportation: The subject property is adjacent to both 54th and 58th Street West. A traffic study is not required with the PND or Annexations. A traffic study will be reviewed by the City during the subdivision process.
- 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 7 located along 54th Street west approximately .63miles or 1 minute from the subject property's closet point. Continued development without commensurate resources will be challenging. It should be noted if this property remains in the County it could be developed as single family homes that would still fall within the BFD's jurisdiction to provide fire services.
- Parks: The Mixed Residential PND requires at least 2 percent of the development be provided with open space. The PND has identified open space that may be a combination of private or public parkland. Additionally, a

subsequent subdivision will have requirements for the developer to provide either cash-in-lieu or additional land.
- School facilities: The mixed-residential PND will develop a variety of housing types, the School District will likely be impacted as families within Billings relocate and new residents move into new neighborhoods.

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: the Property is located 3.3 miles from the nearest transit route (24-Poly), which operates on Shiloh Rd (40th St W). While MET is assessing the feasibility of expanding services west of Shiloh Rd, transit service in the area is not guaranteed.
- 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 in an area of Billings where growth pressure is imminent. There are City Services and patrol areas along Rimrock Road which is in the immediate vicinity and a satellite police station located near the intersection of Grand and 54th Street West.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request. It should be noted state law does allow for the property owner to determine their solid waste provider in residential areas.
- 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 September 10, 2021 and advertised in the Yellowstone County News as a joint hearing with Zone Change 998. Additional stakeholder information can be found by referencing the Zone Change 998 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 August 2, 2021, the annexation petition was submitted to the Planning Division by the owner's agent.
- On September 27, 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

Legal Description Referenced in Staff Report
Limits of Annexation Map
Annexation Resolution

ANNEXATION # 21-10

Legal Description of Property to be annexed

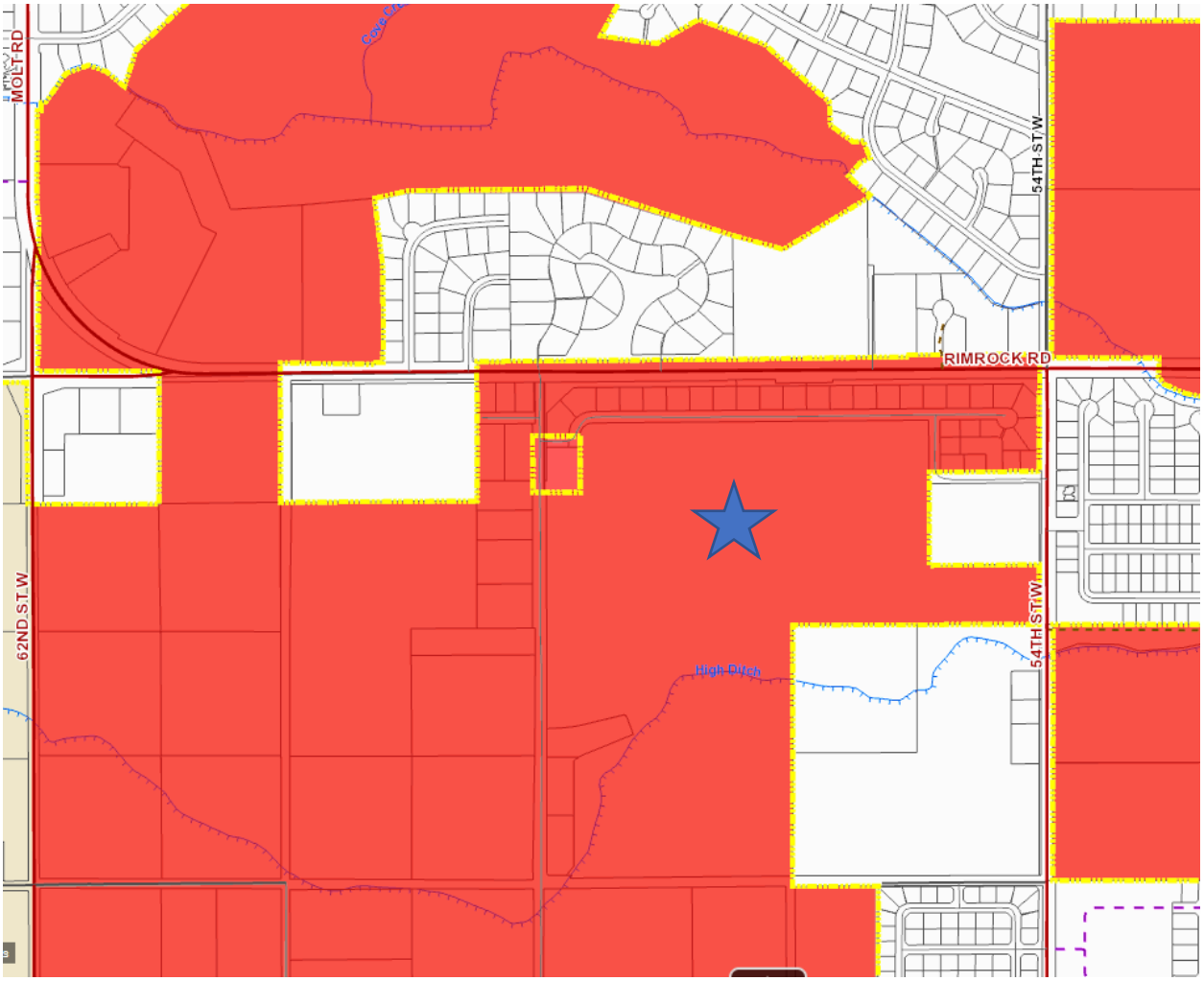
Annexation Legal Description:

Tracts of Land situated in the NE 1/4 and NW 1/4 of Section 31, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:
Being a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085, further described as;
Beginning at the southeast Right-Of-Way (R-O-W) intersection of Clear Creek Drive and 58th Street West; thence along the south R-O-W of Clear Creek Drive, the east and south R-O-W of Sweetgrass Creek Drive, the west R-O-W of Deer Creek Lane, and the south R-O-W of Trail Creek Drive following six courses,
S 89°44'38" E for a distance of 175.15 feet,
N 00°15'22" for a distance of 295.00 feet,
Along a curve to the right with a radius of 66.97 feet and arc length of 104.63 feet a delta angle of 89°31'00" (chord bearing N 45°00'52" E chord length of 94.31 feet),
N 89°46'22" E for a distance of 1,762.80 feet,
S 00°12'54" E for a distance of 331.98 feet;
N 89°43'24" E for a distance of 1.40 feet;
Thence S 00°15'00" W leaving said R-O-W's for a distance of 426.00 feet;
Thence N 89°43'24" E for a distance of 576.68 feet to a point on the west R-O-W of South 54th Street West;
Thence S 00°15'00" W and along said R-O-W for a distance of 272.01 feet;
Thence S 89°43'24" W and leaving said R-O-W for a distance of 781.01 feet;
Thence N 00°16'36" W for a distance of 8.00 feet;
Thence S 89°43'24" W for a distance of 599.78 feet;
Thence S 59°46'22" W for a distance of 342.68 feet;
Thence S 89°46'22" W for a distance of 909.53 feet to a point on the east R-O-W of 58th Street West;
Thence N 00°17'16" E for a distance of 834.11 feet to the Point Of Beginning. Said tract of land describes Lot 1 of proposed R.L. Subdivision.

Including all adjacent right-of-way of 58th Street West.

Said annexation containing 55.103 gross and 53.454 net acres.

(# 21-10) See Exhibit "A" Attached


MOLT RD
54TH ST W
RIMROCK RD
62ND ST W
54TH ST W
High Pitch

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)

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 NE 1/4 and NW 1/4 of Section 31, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:
   Being a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085, further described as;
   Beginning at the southeast Right-Of-Way (R-O-W) intersection of Clear Creek Drive and 58th Street West; thence along the south R-O-W of Clear Creek Drive, the east and south R-O-W of Sweetgrass Creek Drive, the west R-O-W of Deer Creek Lane, and the south R-O-W of Trail Creek Drive following six courses,
   S 89°44'38" E for a distance of 175.15 feet,
   N 00°15'22" for a distance of 295.00 feet,
   Along a curve to the right with a radius of 66.97 feet and arc length of 104.63 feet a delta angle of 89°31'00" (chord bearing N 45°00'52" E chord length of 94.31 feet),
   N 89°46'22" E for a distance of 1,762.80 feet,

S 00°12'54" E for a distance of 331.98 feet;
N 89°43'24" E for a distance of 1.40 feet;
Thence S 00°15'00" W leaving said R-O-W's for a distance of 426.00 feet;
Thence N 89°43'24" E for a distance of 576.68 feet to a point on the west R-O-W of South 54th Street West;
Thence S 00°15'00" W and along said R-O-W for a distance of 272.01 feet;
Thence S 89°43'24" W and leaving said R-O-W for a distance of 781.01 feet;
Thence N 00°16'36" W for a distance of 8.00 feet;
Thence S 89°43'24" W for a distance of 599.78 feet;
Thence S 59°46'22" W for a distance of 342.68 feet;
Thence S 89°46'22" W for a distance of 909.53 feet to a point on the east R-O-W of 58th Street West;
Thence N 00°17'16" E for a distance of 834.11 feet to the Point Of Beginning. Said tract of land describes Lot 1 of proposed R.L. Subdivision.

Including all adjacent right-of-way of 58th Street West.

Said annexation containing 55.103 gross and 53.454 net acres.

(# 21-10) See Exhibit "A" Attached

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, 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. 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.

5. 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 27th day of September, 2021.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

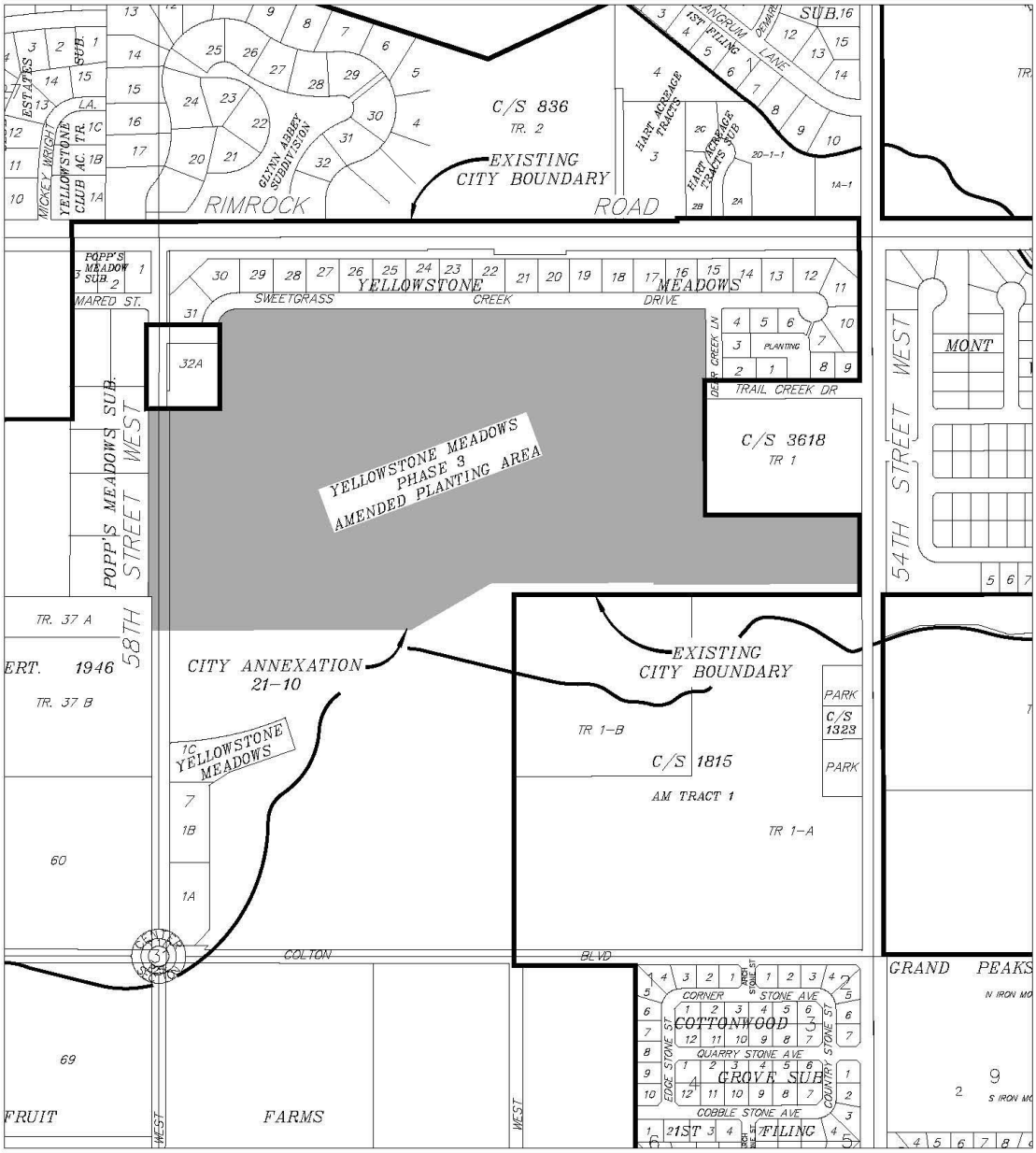
ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

(# 21-10)

EXHIBIT "A"


C/S 836
TR. 2
EXISTING
CITY BOUNDARY
RIMROCK
ROAD
GLENN ABBEY SUBDIVISION
HART ACREAGE TRACTS
HART ACREAGE TRACTS SUB
ANGRUM 1ST FILING
DEMAR LANE
SUB.16
YELLOWSTONE CLUB AC. TR. 1C
YELLOWSTONE CLUB AC. TR. 1B
YELLOWSTONE CLUB AC. TR. 1A
MICKEY WRIGHT ESTATES SUB.
POPP'S MEADOW SUB.
MARED ST.
YELLOWSTONE MEADOWS
SWEETGRASS
CREEK
DRIVE
DEER CREEK LN
PLANTING
TRAIL CREEK DR
32A
YELLOWSTONE MEADOWS
PHASE 3
AMENDED PLANTING AREA
C/S 3618
TR 1
POPP'S MEADOWS SUB.
WEST
STREET
54TH STREET WEST
MONT
58TH
TR. 37 A
ERT. 1946
TR. 37 B
CITY ANNEXATION
21-10
EXISTING
CITY BOUNDARY
PARK
C/S 1323
PARK
TR 1-B
C/S 1815
AM TRACT 1
TR 1-A
1C
YELLOWSTONE MEADOWS
7
1B
1A
60
69
COLTON
BLVD
FRUIT
FARMS
WEST
CORNER STONE AVE
COTTONWOOD GROVE SUB
QUARRY STONE AVE
EDGE STONE ST
COUNTRY STONE ST
COBBLE STONE AVE
21ST FILING
GRAND PEAKS
N IRON MO
S IRON MO

City Council Regular

Date:	09/27/2021
Title:	Zone Change 998 - Sweetgrass - N4 to N3, N2, N1, NX1 & Public 1 (MR-PND) Public Hearing
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 998, a Mixed Residential Planned Neighborhood Development zone change consisting of N3, N2, N1, NX1 and Public 1 zone districts.

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 53.45 acre parcel south of Rimrock Road, west of 54th St West and east of 58th St West. The proposed Mixed Residential PND will include 20.83 acres of N2, 10.36 acres of NX1, 3.793 acres of N3 zoning, 2.92 acres of N1 zoning and about 2.5 acres of open space (P1). The PND is a new zoning tool to help guide the coordination of annexation, subdivisions, and master planning 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 Residential PND and includes some mixed residential zoning (NX1) in the southwest corner of the property, Mid-Century Neighborhood (N2) zoning for about 51% of the net land area and the remaining area in First Neighborhood (N1), Suburban Neighborhood (N3) and Open Space (P1) districts. There are neighborhood scale open spaces shown on the plan as required by the PND regulations. A master plan for the use and development of this open space is not yet completed. The applicant also owns another 33 acre parcel south of this subject property that is remaining in the county and is zoned N4 - Large Lot Suburban Residential Neighborhood.

APPLICATION DATA

OWNER: Regal Land Development, Inc. Dan Wells
AGENT: In Site Engineering, Scott Worthington, P.E.
LEGAL DESCRIPTION: R. L. Subdivision, Lot 1
ADDRESS: Generally located west of 54th St W, east of 58th St West and south of Rimrock Road
CURRENT ZONING: Large Lot Suburban Neighborhood (N4)
EXISTING LAND USE: Agriculture and residence (one)
PROPOSED USE: New Mixed Residential Neighborhood
SIZE OF PARCEL: 53.452 acres

CONCURRENT APPLICATIONS:

Petition for Annexation 21-10

SURROUNDING ZONING AND LAND USE:

NORTH: Zoning: Large Lot Suburban Neighborhood (N4)
Land Use: County residences on large lots (Sweetgrass Creek Drive)
SOUTH: Zoning: N4 and Public 1 - Open Space and Parks (P1)
Land Use: Vacant land and Cottonwood Park
EAST: Zoning: Public 2 - Civic and Institutions (P2) and N4
Land Use: Church and vacant residential land
WEST: Zoning: Rural Residential 1 (RR1)
Land Use: County residences on lots of 1 to 3 acres

This area of Billings has experienced a great deal of growth and development in the past decade. This includes seven major urban subdivisions: Vintage Estates/Legacy (5500 Grand), Cottonwood Grove (54th St W & Grand), Mont Vista (54th St W and Rimrock Rd), Foxtail Village (58th St W & Grand), Trails West (59th St W & Grand), Daybreak (55th St W & Grand) and Grand Peaks (52nd St W and Grand). Commercial zoning and development have started to occur at the intersection of 54th St West and Grand Avenue and the school district built a new middle school - Ben Steele

Middle School - at 56th St W and Grand adjacent to the Trails West subdivision. 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 similar dwelling choices in this northwest area west of Shiloh Road. Housing types in the immediate area do not include many options for attached single family dwellings, smaller dwellings on small lots (less than 1/4 acre), or apartments of any kind. In Foxtail Village, of the 119 residences, only 38 are attached single family dwellings. Vintage Estates/Legacy will have about 175 single family homes at full build out on lots that average over 13,000 square feet in area, with current listings over $650,000 for existing 5-bedroom homes. Most homes in this subdivision average well over 3,800 square feet in living space on 2 or more levels. Cottonwood Grove features all single family dwellings (154), as does Daybreak (77) and Trails West (300) but on smaller average lots of less than 7,000 square feet. Grand Peaks does offer some single family attached townhomes (4-unit buildings and 2-unit buildings) but the majority are single family detached homes on large lots.

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 Residential 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 July 21, 2021 and 12 surrounding owners attended. The meeting was held in a virtual format. The surrounding owners asked questions about the proposed improvements to Sweetgrass Creek Drive, connections to the city water and sewer for existing homes, and the type of proposed development. Owners were concerned that large apartments with parking garages would be built. Neighbors had concerns about de-watering when the water and sewer lines were installed. The applicant and agent answered these questions. A summary of the meeting is included as an attachment.

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.

Two letters (emails) of comment were received by the Zoning Commission just prior to the public hearing on September 7th. Those letters of comment are included as attachments to this report.

The Zoning Commission conducted a public hearing on September 7th and received the staff report, and testimony from the applicant and agent. Testimony was also received from Lorna Clark, who is a part owner of the property south and east of the subject property on the east side of 54th Street West. Mrs. Clark expressed concern for the value of her property as it is on the market for sale right now. She also expressed concern with ditch water and groundwater levels after the development is built. The final concern was the level of traffic to be added to 54th St West, a two-lane arterial street providing a major north/south connection between Rimrock Road and Grand Avenue. Mr. Wells, the applicant, provided comments on the concerns of Mrs. Clark. He stated it has been his experience of over 30 years, that new development always results in increased property values for surrounding properties whether those properties were urban or rural. He stated the groundwater on his property has been studied and ranges from just 18 inches below grade to 12 feet below grade. He state the High Ditch that borders the property on the south will not be effected by the development and all stormwater from the project will be managed and retained as required by the city. Mr. Wells stated a traffic study is underway to assess the impact of the new development on surrounding streets and intersections. He stated he would be providing any required improvements as a result of this traffic reports by either putting those improvements in place or paying cash to the city to make those improvements in the future.

Commission member Dan Brooks made a motion to recommend approval and adoption of the findings of the ten

criteria for Zone Change 998. The motion was seconded by Commission member Trina White. The motion was approved on a 4 to 0 vote.

ALTERNATIVES

The City Council may:

- Adopt the Zoning Commission's recommendation of approval and adopt of the findings of the ten review criteria for Zone Change 998; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 998; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request.

FISCAL EFFECTS

Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY

Before making a decision on the request, the City Council shall consider the Zoning Commission's recommended findings of the ten review criteria for Zone Change 998:

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 MR-PND for Sweetgrass Creek 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 MR-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-residential environment. The proposed development will also have good access to outdoor activities and is in proximity to a proposed regional park - Cottonwood Park. 54th St West is an arterial street and neighborhood services are beginning to develop at the intersection of 54th St W and Grand Avenue.

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 Sweetgrass Creek will allow the higher density housing - the NX1 - in the south and west portion of the 53-acre site. The NX1 zone allows 1-4 family dwellings and these can develop on fee simple lots or on

larger lots in a common area arrangement or unit ownership. A majority of the neighborhood will be zoned for single family or two-family dwellings (N1 & N2). Three park areas are shown that range from about 1/2-acre up to about 3/4-acre. These areas as shown meet the minimum requirements for the PND zone process.

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. The Planning staff may recommend minor adjustments of the street layout during the subdivision review process to allow connectivity to the owner's additional parcel to the south.

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 to ensure access to and from the entire development will be safe and adequate traffic controls and management are in place. A multi-use path has already been constructed along 54th St West, but additional street improvements will be necessary on 54th St W, 58th St W and Sweetgrass Creek Drive. 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 will be 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 54th St W and to the nearby parks, schools and shopping areas. Pedestrian connections will be ensured through the development. Traffic counts on 54th St West are well below the expected volume on a principal arterial street. Current volume is about 3,500 to 4,500 vehicles per day while an arterial street can handle 4 to 5 times this volume on a regular basis. A recent traffic count on 58th St West shows only 360 vehicles per day on average. 58th St West is a gravel-built county dedicated right of way. Sweetgrass Creek Drive is also a gravel built county dedicated right of way. Both of these adjacent street will require city-level improvements as part of the development.

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 west of 54th St West is an area undergoing rapid urban development and growth. Demand for a wide range of housing choices is suitable for this area.

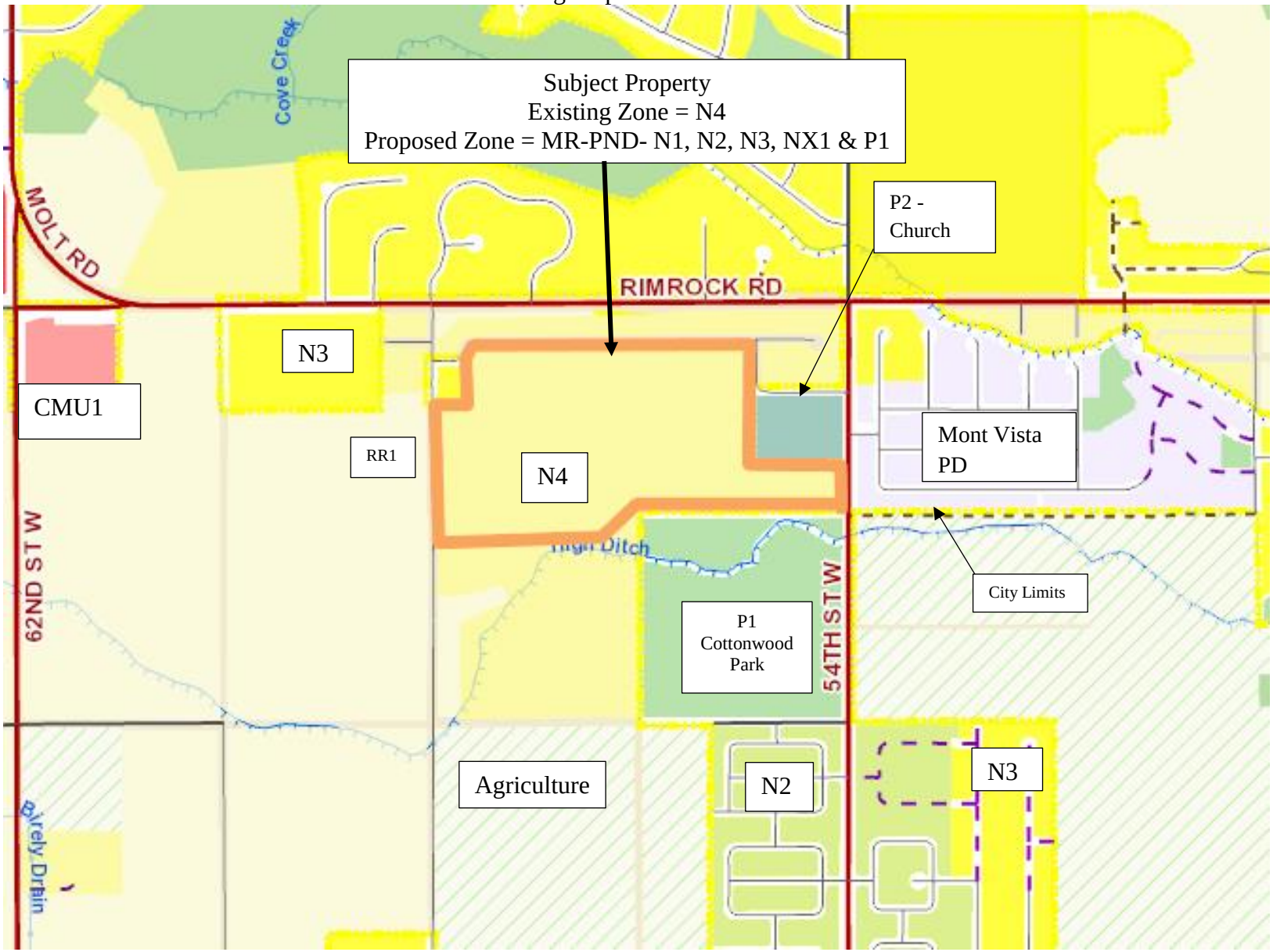
9) Will the new zoning conserve the value of buildings?
The property is an agricultural parcel. There is a barn structure on Sweetgrass Creek Drive (5600 Sweetgrass Creek Drive). There should be no effect on the value of this structure from the proposed zoning. It can continue to be used for agricultural purposes until it is demolished or removed from the property. Approval of the zone change will provide predictability to surrounding landowners and may help to maintain property values of adjacent buildings.

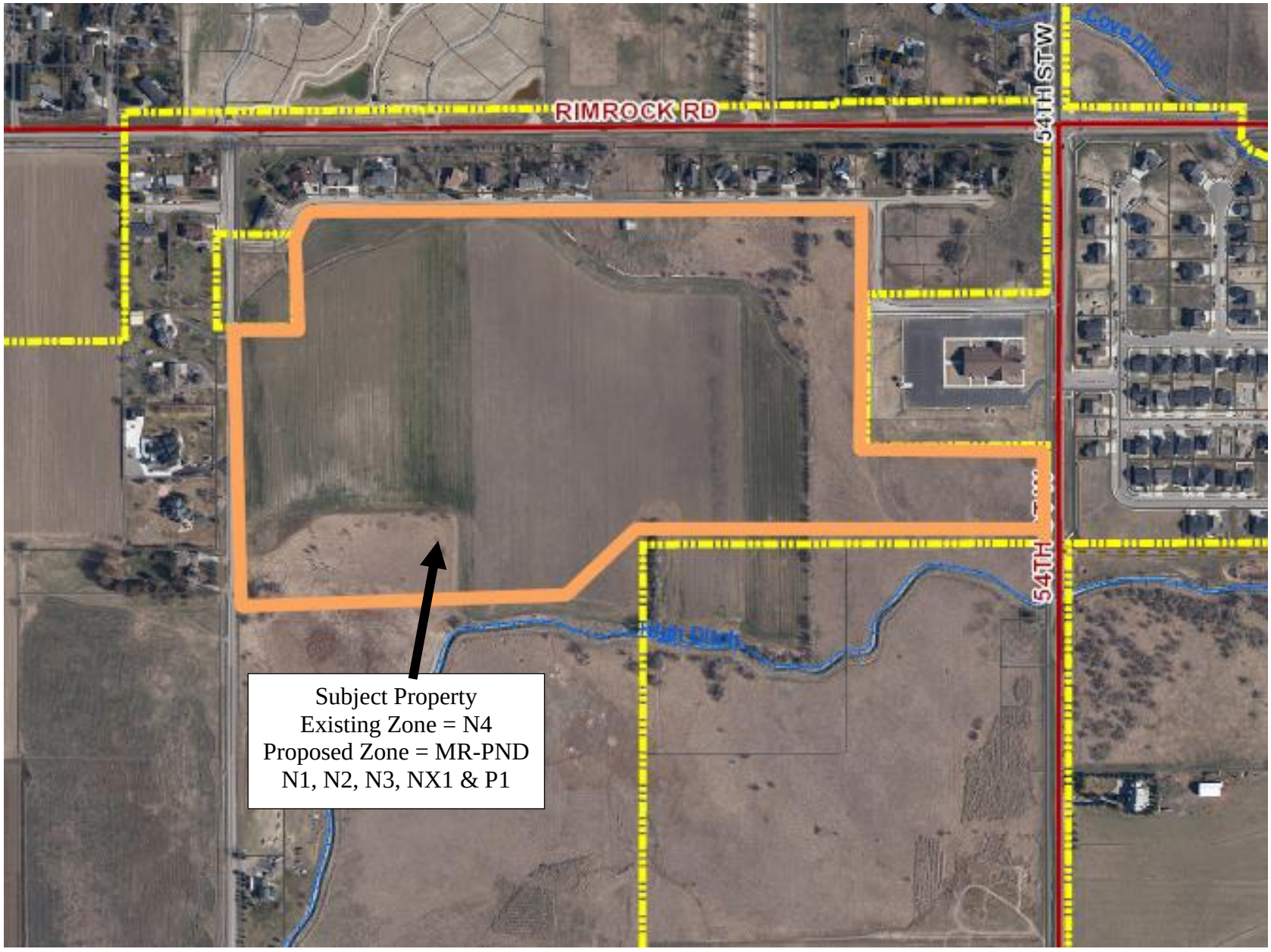
10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed MR-PND will encourage the most appropriate use of this land in Billings.

Attachments

Zoning Map and Site Photos
Proposed Zoning Exhibit
Zoning History Chart
Applicant Letter
Preapplication Meeting Notes
Public Comments on ZC 998
Ordinance ZC 998

City Zone Change 998 – Sweetgrass Creek – Mixed Residential-PND
Zoning Map and Site Photos

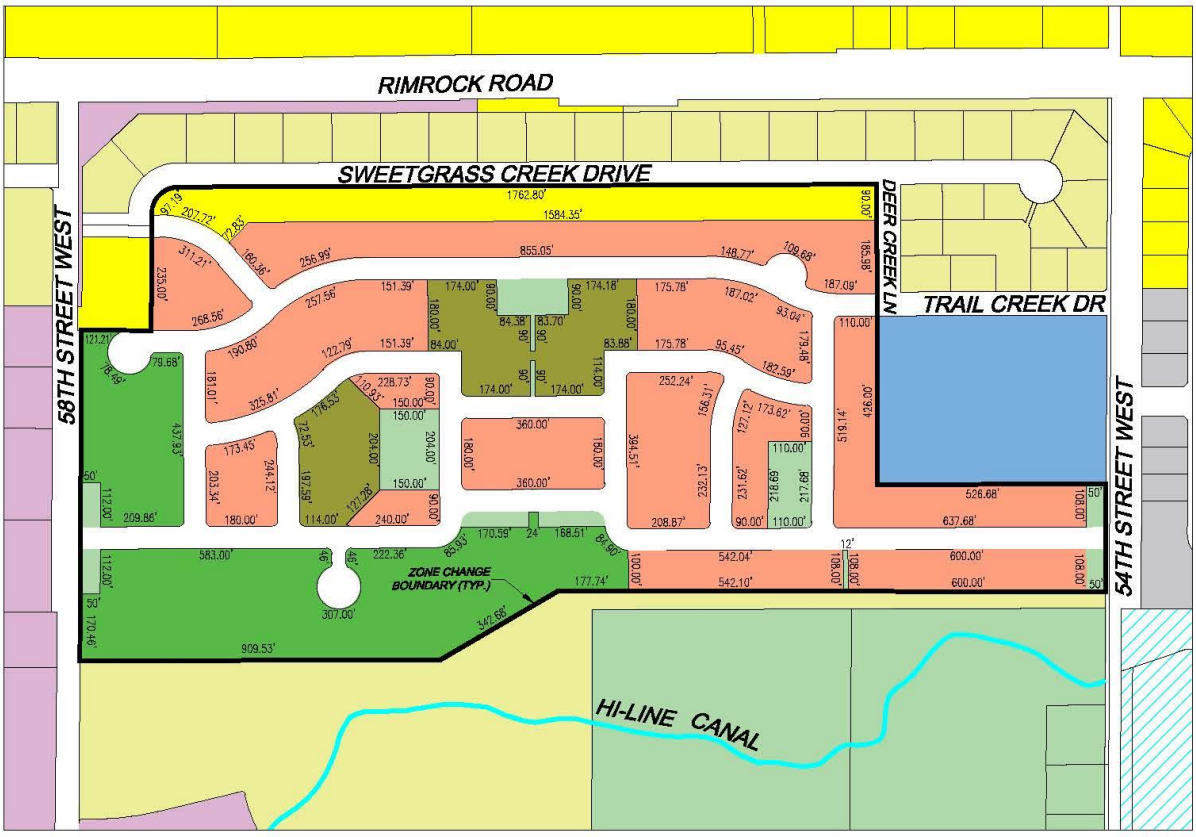



RIMROCK RD
54TH ST W
54TH
Subject Property
Existing Zone = N4
Proposed Zone = MR-PND
N1, N2, N3, NX1 & P1

SWEETGRASS PROPOSED ZONING MAP

LOT 1 OF R.L. SUBDIVSION LOCATED WITHIN YELLOWSTONE MEADOWS PHASE 3, BLOCK 7
AMENDED PLANTING AREA SITUATED IN THE N ½ OF THE NE ¼ OF SECTION 31, T01 N,
R25 E, P.M.M.,
YELLOWSTONE COUNTY, MT
PROPOSED ANNEXATION / ZONING MODIFICATION AREA = 53.452 ACRES

PREPARED FOR: REGAL LAND DEVELOPMENT, INC.
PREPARED BY: IN SITE ENGINEERING, P.C.



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- N2: MID-CENTURY NEIGHBORHOOD RESIDENTIAL
- N3: SUBURBAN NEIGHBORHOOD RESIDENTIAL
- N4: LARGE LOT SUBURBAN NEIGHBORHOOD
- NX1: MIXED RESIDENTIAL 1
- P1: OPEN SPACE, PARKS, RECREATION
- P2: PUBLIC - CIVIC & INSTITUTIONAL
- RR3: RURAL RESIDENTIAL
- PD: PLANNED DEVELOPMENT
- A - AGRICULTURE

TABULATIONS

GROSS AREA: (ANNEXATION AREA)	53.452 AC
STREETS:	12.988 AC
NET AREA	40.464 AC
N1	2.929 AC (7.2%)
N2	20.836 AC (51.5%)
N3	3.793 (9.4%)
NX1	10.367 AC (25.6%)
P1	2.539 AC (6.3%)

N

0 400 800

SCALE 1"=400'

Subject Property from 54th St West intersection

View south and west from 54th St W

View north along 54th St W

View south and east across 54th St West

View south along 54th St W

View north on 54th St W

View north and east across 54th St W

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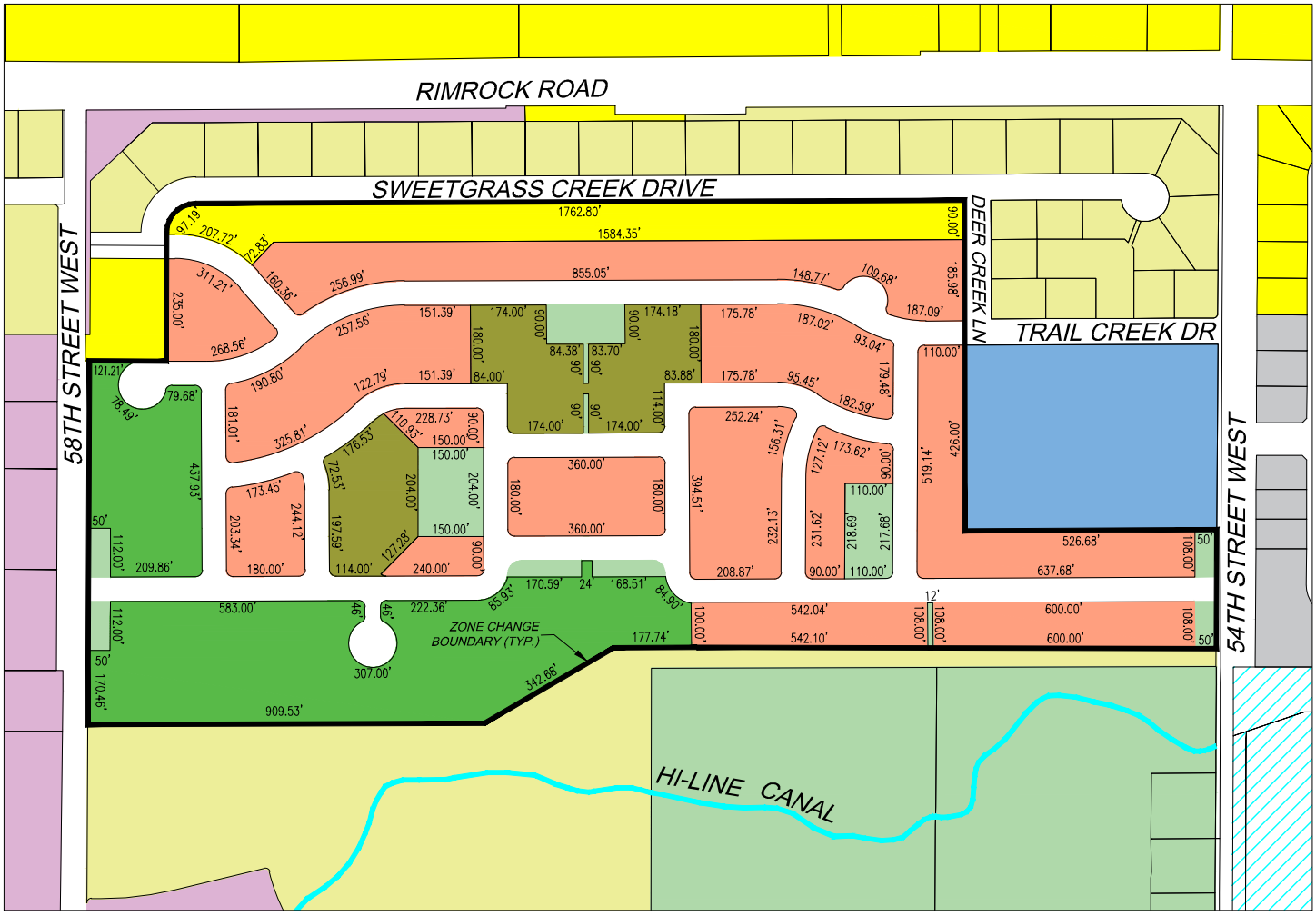

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N

0 400 800

SCALE 1"=400'

SUBJECT PROPERTY	Application	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
	None				Previous zone = R-96 & R-150 Updated zone = N4
SURROUNDING PROPERTY	**Application**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
5640 Grand Ave	City ZC 942	1/13/16	A-1 to Public	Y	For a New School
CS 3618	City SR 941	5/9/16	Church	Y	LDS Meeting House
Sunny Cove FF Lots 101 & 124	City ZC 729	5/10/04	A-1 to R-96 & R70	Y	
Sunny Cove FF Lot 65A	City ZC 734	7/12/04	A1 to R-70	Y	
CS 1323 Tr 1&2 & CS 1815 Tract 1	City ZC 803	5/14/07	A-1 to R-150	Y	For Cottonwood Park
Cottonwood Grove	City ZC 734 Annex	2/28/05	A-1 to R-70	Y	
Mont Vista Sub	City ZC 851	7/13/09	PD	Y	
MK Sub	City ZC 925	9/22/2014	NC to CC	Y	The Den
Daybreak Sub	City ZC 920	5/26/2014	A-1 to R-60	Y	
Grand Peaks Sub	City ZC 938	8/24/2015	R-96 to R-70	Y	
Silver Creek Estates	City ZC 940	11/23/2015	R-96 to R-70	Y	
Copper Ridge	City ZC 960	8/28/2017	Un-zoned to R-70 and R-50	Y	
Coal Creek Sub	City ZC 961	1/8/2018	RP to CC	Y	
Hawk Creek	City ZC 971	12/17/2018	NC to PD-NC	Y	Diamond X Brewing

Explanation of Proposed Zone Change's Consistency with Billings Growth Policy, Zone Change Criteria, and Compatibility with Existing or Planned Developments in the Area

The proposed zoning of this application is consistent with the primary goals and objectives of the Billings Growth Policy Statement and Growth Guidelines because it promotes orderly growth, is consistent with adjacent land uses, and is immediately adjacent to the City's existing boundary and infrastructure. This zone change will provide a mixture of housing types that will provide a variety of options for a diverse range of ages and incomes. This proposed zone change enables the development of an attractive, livable community. Water and sewer utilities are immediately adjacent to this land and can very efficiently be extended to serve the needs of domestic water usage, wastewater, and adequate fire protection. It is an area for which these utilities were master-planned, and it is conducive to an efficient use of the land and resources. Storm water can also be handled with a proposed storm drain and detention system that can be accommodated on the Applicant's land north of the High Ditch. The City Engineering department has even expressed interest in working with the applicant toward creating a regional detention facility. The land is less than a mile away from the fire station on 54th Street West, so emergency services are readily available with fast response times. It is within School District 2 (Boulder Elementary, Ben Steele Middle School, and West High School) which has planned for growth.

This zone change will provide for a new development that is connected to and compatible with existing area neighborhoods. It will provide new streets for safe and effective traffic circulation, not only for cars, buses, and emergency vehicles, but also for pedestrians and other non-motorized traffic with interconnected sidewalks and trails that will incorporate well with the existing trail on 54th Street West and the future Cottonwood Park. It will provide parklets, nodes, and trails within the neighborhood to encourage walking and exercise and provide improved open space.

The construction of the infrastructure and houses will bolster the local economy by providing engineering, architectural, landscaping, and construction jobs. The neighborhood will attract individuals and families who are a part of the local work force and enhance the socio-economic fabric and stability to the community. The new homes will also increase the City's tax base and would be expected to conserve and enhance the value of adjacent properties.

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:** N-4 Large Lot Suburban Neighborhood

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

Plan is to change 53.452 Acres from N4 to N1, N2, N3, NX1, & P1. (See attached map)

3. **Subject Property Map**: please attach to this form see attached

4. **Legal Description of Property**:

R.L. Subdivision Lot 1, being 53.452 Acres within the Amended Block 7 Planting Area, Yellowstone Meadows Ph. 3 in the N½ NE¼, S. 31, T. 1N, R. 25E

5. **Neighborhood Task Force Area:** (Yes) // No . If Yes, Name of Task Force and mailing address of Chairperson:

West End Neighborhood Task Force, Howard Holz, Chairman, 1120 Black Berry Way, Billings, MT 59106

6. **Roster of persons who attended the pre-application neighborhood meeting**: please attach to this form see attached

7. **A copy of the meeting notice.** please attach to this form see attached

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 21st day of July, 2021.

2) The zone change application is based on materials presented at the meeting.

Owner (s): Regal Land Development, Inc. Telephone: 672-3390

Address: 5847 Whisperingwoods Dr Email: dan@wellsbuilt.com
Billings, MT 59106

Agent (s): In Site Engineering Telephone: 591-4355

Address: 5948 Ironwood Dr Email: siteproscott@gmail.com
Billings, MT 59106

SWEETGRASS PROPOSED ZONING MAP

LOCATED WITHIN YELLOWSTONE MEADOWS PHASE 3, BLOCK 7 AMENDED PLANTING AREA
SITUATED IN THE N ½ OF THE NE ¼ OF SECTION 31, T01 N, R25 E, P.M.M.,
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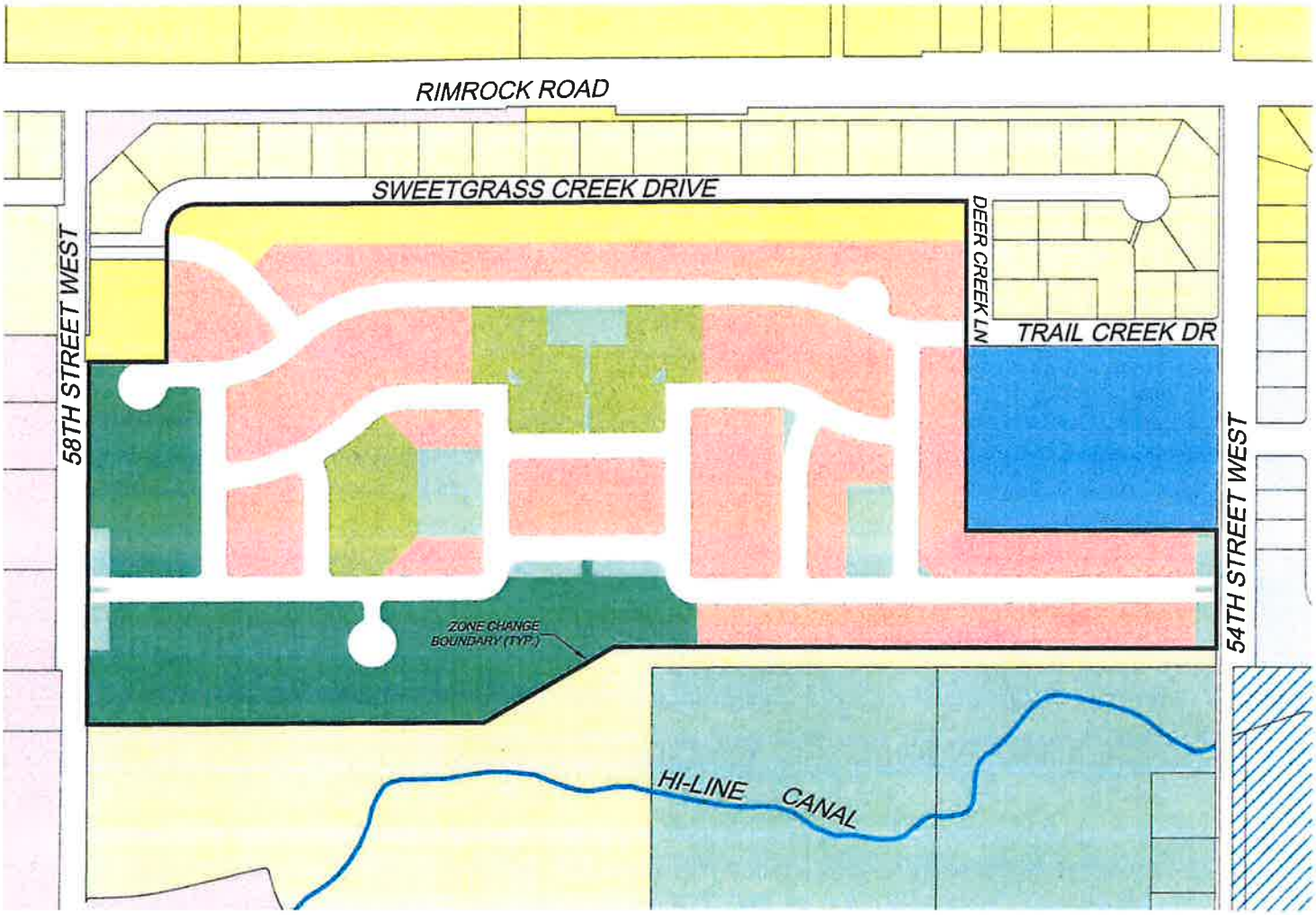

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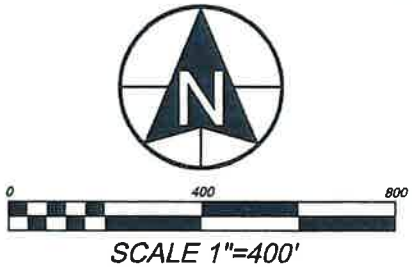


SCALE 1"=400'

Neighborhood Meeting for Proposed Zone Change 53.452 Acres off Rimrock Road between 54th Street West and 58th Street West

Associated with the Sweetgrass Development
Meeting held Wednesday, July 21, 2021 at 6:00 PM via Zoom

Attendees:

Name	Address
Gina Ballard	5806 Mared St.
Duane & Joesie Hankel	5547 Sweetgrass Dr.
David Overturf	5801 Foxtail Ln.
Tammy Cosgrove	2508 58th Street West
Monti and Mary Bonawitz	5515 Sweetgrass Creek Dr.
Steve Wilson	5735 Sweetgrass Creek Dr.
Jason Ewell	5537 Sweetgrass Creek Dr.
Tammy Cosgrove	2508 58th Street West
John & Laura Kelly	PO Box 166

Neighborhood Meeting for Proposed Zone Change 53.452 Acres off Rimrock Road between 54th Street West and 58th Street West

7/21/2021

Meeting Minutes:

Dan Wells with Regal Land Development and Scott Worthington with In Site Engineering presented the proposed zone change with the map to show which areas are being requested for each district. Scott gave a brief description of each proposed zone district. Property owners had questions about what would be done to Sweetgrass Creek Drive. Dan said water and sewer would be put in and that road would be paved. If anyone desires to connect to the water or sewer that lives on the north side of Sweetgrass Creek Drive, they could pay to do so. They had questions about cost. When the improvements are installed, the contractor can provide cost estimates. Dan also stated that they would not be required to connect if they didn't want to, but also said that if their drainfields failed after the sewer main is installed, the DEQ would require them to connect to the City sewer. Someone asked if there would be apartments and parking garages, Dan replied that none would be proposed, but that the development would consist primarily of single family homes with a mix of twin homes and 3 and 4 plexes. Concerns were raised about traffic impacts and Mr. Wells said that a traffic impact study would be conducted during the subdivision process, which will be reviewed by the City Engineering Department. Concerns were raised about dewatering and associated potential impacts to adjacent structures. Dan said a dewatering plan would be prepared by a hydrogeologist to avoid such. Also, since no basements are being proposed, the water level would not have to drop much to install infrastructure, thus the radius of influence of the drawdown in the pumping wells would not project outward very far. When asked about schedule, Dan said construction would likely begin in a year at the earliest and proceed over about 5-7 years until buildout, which is typical of most residential developments in Billings.

Residents expressed concern about dust during hauling operations, and Dan said a water truck would be available to provided dust control. Someone asked about speed bumps in Sweetgrass Creek Dr, which is up to the City Engineering Department. Someone was concerned that the pavement at 58th St. W. and Rimrock is already degrading. They have contacted Engineering, which is the appropriate channel.

Scott reported that there would be a public hearing with the Zoning Commission Sept. 7 and with the City Council Sept. 27. Dan provided his cell phone number and email address so that anyone with any further questions or concerns could contact him. The neighborhood meeting was adjourned.

From: Karen Freeman <kafreeman2017@gmail.com>
Sent: Thursday, September 2, 2021 11:32 AM
To: Bartley, Robbin <bartleyr@billingsmt.gov>
Subject: [EXTERNAL] Zoning commission re: Sweetgrass Proposed Zoning

Dear Zoning Commission,
I am writing this letter on behalf of the Clark family, who currently have 20 acres for sale directly across the street on 54th.
They would like to oppose the zone change. They feel the zone change will adversely affect their property for sale and devalue it.
They feel the added traffic to 54th will make their land difficult to sell with the street access for this development almost directly across the street from theirs.
Submitted on behalf of the Clark family,
Karen Freeman
Century 21

Sent from Mail for Windows

COMMENTS TO BILLING METROPOLITAN PLANNING ORGANIZATION, 2825 3RD AVE. NORTH, BILLINGS MT 59101' 4TH FLOOR , P 406.247.8676, (NOTE I HAVE A THIRD PART INTEREST) IN THE PROPERTY AT (2447 54TH ST W), SOUTH WEST PART OF THE NOTIFICATION AREA.

IT IS REQUESTED THAT THESE COMMENTS BECOME PART OF THE RECORD FOR THE PUBLIC HEARING OF: 7 SEPTEMBER 2021, IN ACCORDANCE WITH REFERENCED LETTER BELOW.

REFERENCE (A) BILLINGS PLANNING & COMMUNITY SERVICE LETTER, DATED 13 AUGUST 2021 , CITY ZONE CHANGE 998, PROJECT NUMBER PZX-21-00205

ZONE CHANGE FROM (N4) TO A MIXED RESIDENTIAL PLANNED NEIGHBORHOOD DEVELOPMENT (MR-PND)

NX1 MIXED RESIDENTIAL 1

NX1 DISTRICT IS INTENDED TO CONTINUE THE CHARACTER OF THE FIRST NEIGHBORHOODS WITH SINGLE FAMILY,

TWO FAMILY

AND SMALL SCALE MULITIPLE FAMILY HOMES WITH 3- 4 UNITS.

MULTIPLE FAMILY HOMES ARE INTENDED TO MATCH THE SCALE OF THE NEIGHBORHOOD SINGLE FAMILY HOMES WITH CHARACTERISTICS SUCH AS:

BUILDING WIDTH, PARKING AND GARAGES LOCATION, ROOF DESIGN, AND DOORS AND WINDOWS ON THE FRONT FACADES.

HOW MANY PARKING SPACES PER UNIT? DOES GARAGE LOCATION MEAN WITH GARAGES OR WHAT?

WHAT IS ON THE BACK FACADES?

NX2 DISTRICT IS INTENDED FOR SMALL AND MID SCALE MULTIPLE FAMILY HOMES WITH 3 TO 8 UNITS, IN SMALL NEIGHBORHOOD NODES. THE BUILDINGS ARE ORIENTED TO THE STREETS IN BLOCKS THAT MAY BE WALKED, WITH DOOR AND WINDOWS ON THE FRONT FACADES AND PARKING /GARAGES LOCATED BEHIND THE BUILDINGS.
CRITERIA (3), (4)

HOW MANY STORIES? HOW MANY BEDROOMS, HOW MANY PEOPLE CAN COMFORTABLE LIVE IN EACH? HOW MANY PARKING SPACES PER UNIT, HOW MANY GARAGE PER LOCATION?

THE SAME QUESTIONS FOR N3

HOW MANY PEOPLE WILL ULTIMATELY BE THERE? HOW LONG WILL I HAVE TO WAIT AT TRAFFIC LIGHTS AT TRAIL CREEK DRIVE , AND SWEET GRASS CREEK DRIVE ON A TYPICAL MORNING AROUND 8 AM?

WHAT IS THE EXPECTED IMPACT TO SCHOOLS? AND SCHOOL TAXES?
CRITERIA (4)

WHAT IS THE EXPECTED IMPACTED TO WATER SEWAGE TAXES?
CRITERIA (4)

WILL THERE BE STREET LIGHTING?
CRITERIA (3)

NX3: MIXED RESIDENTIAL 3
INTENDED FOR LARGE SCALE MULTIPLE FAMILY HOMES IN LARGER NEIGHBORHOOD NODES.
MAY INCLUDE LARGER APARTMENT BUILDINGS WITH MORE THAN 8 UNITS PER STRUCTURE.
HOW MANY PEOPLE WILL ULTIMATELY BE THERE? CRITERIA (3), (10)
PARKING / GARAGES LOCATED BEHIND BUILDINGS,
THIS SOUND LIKE A PARKING LOT? WITH NO GARAGES CRITERIA (3),
CENTRAL GATHERING SPACES,
WILL THEY BE LIGHTED? HIGH-DENSITY LIVING AREAS ARE A BREEDING GROUND FOR TROUBLE, MISCHIEF, FIGHTS, STEELING, KILLINGS, DRUGS... HOW WILL THESE POSSIBILITIES BE PREVENTED?
DOES THIS MEAN THAT THERE WILL BE NO PARKING ON THE MAIN STREETS.
CRITERIA (3)

RMH RESIDENTIAL MANUFACTURED HOME PROVIDE STABLE ENVIRONMENTS FOR INDIVIDUAL MANUFACTURED HOMES, MANUFACTURED HOME PARKS, AND COMPATIBLE ACCESSORY USE.
THIS IS NOT ACCEPTABLE IN A WEST BILLINGS RESIDENTIAL DEVELOPMENT. IT WILL DEVALUE THE DEVELOPMENT PROPERTY AS WELL AS THE SURROUNDING PROPERTY. CRITERIA (9), (10)

I WOULD THINK THAT THE ANSWERS TO THE QUESTIONS ABOVE SHOULD BE ANSWERED AND AGREED TO PRIOR TO ANY APPROVAL. THIS MEANS DISAPPROVE TILL THEN.

I PRAY THAT THIS WILL BE A QUIET CHRISTIAN NEIGHBORHOOD IN LINE WITH THE MORALS AND TRADITIONS OF THE CHURCH YOU ARE SURROUNDING.

KEITH C. CLARK
187 CR 3363
PARADISE, TX 76073 / 2447 54 ST W, BILLINGS, MT
(1) 817-713-3455

ORDINANCE 21-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION ON R.L. Subdivision, Lot 1, a 53.452 acre parcel within the amended Block 7 Planting Area, Yellowstone Meadows Phase 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.** **R.L. Subdivision, Lot 1, a 53.452 acre parcel within the amended Block 7 Planting Area, Yellowstone Meadows Phase 3** is presently zoned **Large Lot Suburban Neighborhood Residential** (**N4**) and is shown on the official zoning map within these zones.

Section 3. **PLANNED NEIGHBORHOOD DEVELOPMENT.** The owners have proposed to master plan a new mixed residential Planned Neighborhood Development (PND) to be annexed to the City of Billings. The development and review of the PND is in accordance with BMCC 27-800. This ordinance references the zoning master plan for the PND, that shows five zone districts including **Suburban Neighborhood Residential (N3), Mid-Century Neighborhood (N2), First Neighborhood (N1), Mixed Residential 1 (NX1)** and **Public 1, Parks and Recreation (P1).**

Section 4. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **R.L. Subdivision, Lot 1, a 53.452 acre parcel within the amended Block 7 Planting Area, Yellowstone Meadows Phase 3,** is hereby changed from **Large Lot Suburban Neighborhood Residential (N4) to**, **Suburban Neighborhood Residential (N3), Mid-Century Neighborhood (N2), First Neighborhood (N1), Mixed Residential 1 (NX1)** and **Public 1, Parks and Recreation (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 **Suburban Neighborhood Residential (N3), Mid-Century Neighborhood (N2), First Neighborhood**

(N1), Mixed Residential 1 (NX1) and **Public 1, Parks and Recreation (P1)**,as set out in the Billings, Montana City Code.

Section 5. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. **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 27th day of September, 2021.

PASSED, ADOPTED and APPROVED on second reading this 11th day of October, 2021.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

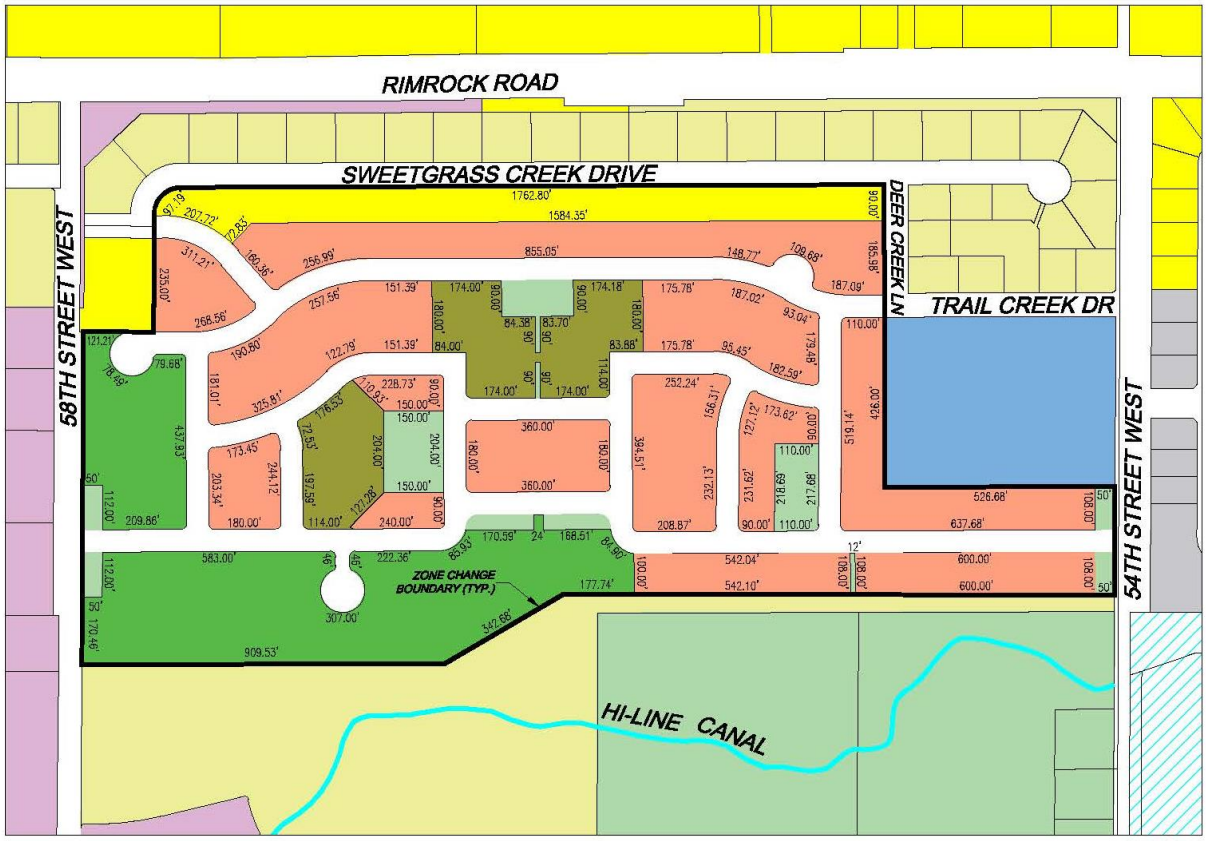
Zone Change 998, Sweetgrass Creek Drive

Zone Change 998 – Exhibit

SWEETGRASS PROPOSED ZONING MAP

LOT 1 OF R.L. SUBDIVSION LOCATED WITHIN YELLOWSTONE MEADOWS PHASE 3, BLOCK 7
AMENDED PLANTING AREA SITUATED IN THE N ½ OF THE NE ¼ OF SECTION 31, T01 N,
R25 E, P.M.M.,
YELLOWSTONE COUNTY, MT
PROPOSED ANNEXATION / ZONING MODIFICATION AREA = 53.452 ACRES

PREPARED FOR: REGAL LAND DEVELOPMENT, INC.
PREPARED BY: IN SITE ENGINEERING, P.C.



ZONING LEGEND

- N1: FIRST NEIGHBORHOOD RESIDENTIAL
- N2: MID-CENTURY NEIGHBORHOOD RESIDENTIAL
- N3: SUBURBAN NEIGHBORHOOD RESIDENTIAL
- N4: LARGE LOT SUBURBAN NEIGHBORHOOD
- NX1: MIXED RESIDENTIAL 1
- P1: OPEN SPACE, PARKS, RECREATION
- P2: PUBLIC - CIVIC & INSTITUTIONAL
- RR3: RURAL RESIDENTIAL
- PD: PLANNED DEVELOPMENT
- A - AGRICULTURE

TABULATIONS

GROSS AREA: (ANNEXATION AREA)	53.452 AC
STREETS:	12.988 AC
NET AREA	40.464 AC
N1	2.929 AC (7.2%)
N2	20.836 AC (51.5%)
N3	3.793 (9.4%)
NX1	10.367 AC (25.6%)
P1	2.539 AC (6.3%)

N

0 400 800

SCALE 1"=400'

City Council Regular

Date:	09/27/2021
Title:	Development Agreement with Regal Land Development, Inc.
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve the development agreement with Regal Land Development, Inc.

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

City Council will consider annexation of a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows - Phase Three. The property proposed to be annexed is located between 54th Street West and 58th Street West, generally south of Rimrock Road. Regal Land Development, Inc. 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. The Development Agreement provides for City required off-site improvements should the property be annexed and developed without a subdivision plat.

The development agreement for this Council action generally includes the following conditions or improvements:

- Reimbursement from the developer for existing water and sanitary sewer mains in 58th Street West and 54th Street West
- Construction of a water main in 58th Street West and Sweetgrass Creek Drive
- Right-of-way dedication along 54th Street West
- Cash contribution from developer for curb and gutter and street widening on 54th Street West
- Construction of curb and gutter, street widening and sidewalk along 58th Street West
- Traffic Impact Study and mitigation of any impacts thereof.

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. Sections 2 and 3 require the developer to reimburse the City for a portion of the water main and sanitary sewer main in 54th Street West and 58th Street West 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:
In Site Engineering, P.C.
5948 Ironwood Dr
Billings, MT 59106

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 20____, by and between *Regal Land Development, Inc., P.O. Box 80445, Billings, MT 59108* 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:

Annexation Legal Description:

A portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085.

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 three public accesses. One access will be from Trail Creek Drive and be an extension thereof from 54th Street West. Another access will be off of 54th Street West, approximately 590 feet south of the Trail Creek Drive intersection with 54th Street West. A third access will be off of 58th Street West approximately 790 feet south of the intersection of Sweetgrass Creek Drive and 58th Street West. Sweetgrass Creek Drive will be accessed with drive approaches. Final location of accesses will be determined through either the site development or subdivision process.

2. *Sanitary Sewer.* Developer will be required to reimburse the City for their proportionate share of the existing 24-inch sanitary sewer main located in 58th Street West and the existing 15-inch sanitary sewer main located in 54th Street West fronting the property.

   The Developer Tract will be served by connecting to the City's existing sanitary sewer in 54th Street West or 58th Street West and extending the existing City sanitary sewer in Trail Creek Drive within the development at Developer's expense.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to the issuance of any building permits.

3. *Water.* Developer will be required to reimburse the City for their proportionate share of the existing 12-inch water main located in 54th Street West fronting the property. Developer will be required to construct a 12-inch water main along the 58th Street West property frontage to the southwest corner of Developer Tract in phases and a water main in Sweetgrass Creek Drive. Size of the water main in Sweetgrass Creek Drive shall be determined by the City. Developer may submit a reimbursement agreement for costs of construction of the water main from adjacent properties.

   The Developer Tract will be served by the water mains located in 54th Street West and 58th Street West.

   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).

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 shall dedicate 10-feet of additional right-of-way along 54th Street West.

6. *Street Construction, Widening and Sidewalks.* DEVELOPER will be required, at the time of connection to 54th Street West, to provide a cash contribution for curb and gutter and street widening of 54th Street West to an equivalent residential street width (30 feet of asphalt) and given credit for the existing asphalt in place. Developer will be required construct curb and gutter and at least 30-feet of asphalt on 58th Street West fronting the Developer Tract at the time of accessing 58th Street West.

7. *Multi-use Trail*. A multi-use trail exists along 54th Street West fronting the Developer Tract. Any requirements for construction of future multi-use trails will be determined through the site development or subdivision process.

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 as determined by the City. 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 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" *Regal Land Development, Inc.*

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 *Regal Land Development, Inc.*, 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, multi-use trails, 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:

A portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085.

"DEVELOPER" *Regal Land Development, Inc.*

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 *Regal Land Development, Inc.* 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:	09/27/2021
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-10
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)

Dan Wells of Regal Land Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Sweetgrass Creek Drive between 54th and 58th Street West. The property is described as proposed Lot 1 of RL Subdivision. The metes and bounds description detailing the area to be annexed is attached to this staff report and the exhibit is included as an attachment to the Resolution of Annexation. The annexation includes all adjacent right-of-way of 58th Street West. The annexation containing 55.103 gross and 53.454 net acres.

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 September 27th. Upon approval the second reading will occur on October 11, 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

Legal Description Referenced in Staff Report
Ward Boundary Ordinance

ANNEXATION # 21-10

Legal Description of Property to be annexed

Annexation Legal Description:

Tracts of Land situated in the NE 1/4 and NW 1/4 of Section 31, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:
Being a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085, further described as;
Beginning at the southeast Right-Of-Way (R-O-W) intersection of Clear Creek Drive and 58th Street West; thence along the south R-O-W of Clear Creek Drive, the east and south R-O-W of Sweetgrass Creek Drive, the west R-O-W of Deer Creek Lane, and the south R-O-W of Trail Creek Drive following six courses,
S 89°44'38" E for a distance of 175.15 feet,
N 00°15'22" for a distance of 295.00 feet,
Along a curve to the right with a radius of 66.97 feet and arc length of 104.63 feet a delta angle of 89°31'00" (chord bearing N 45°00'52" E chord length of 94.31 feet),
N 89°46'22" E for a distance of 1,762.80 feet,
S 00°12'54" E for a distance of 331.98 feet;
N 89°43'24" E for a distance of 1.40 feet;
Thence S 00°15'00" W leaving said R-O-W's for a distance of 426.00 feet;
Thence N 89°43'24" E for a distance of 576.68 feet to a point on the west R-O-W of South 54th Street West;
Thence S 00°15'00" W and along said R-O-W for a distance of 272.01 feet;
Thence S 89°43'24" W and leaving said R-O-W for a distance of 781.01 feet;
Thence N 00°16'36" W for a distance of 8.00 feet;
Thence S 89°43'24" W for a distance of 599.78 feet;
Thence S 59°46'22" W for a distance of 342.68 feet;
Thence S 89°46'22" W for a distance of 909.53 feet to a point on the east R-O-W of 58th Street West;
Thence N 00°17'16" E for a distance of 834.11 feet to the Point Of Beginning. Said tract of land describes Lot 1 of proposed R.L. Subdivision.

Including all adjacent right-of-way of 58th Street West.

Said annexation containing 55.103 gross and 53.454 net acres.

(# 21-10) See Exhibit "A" Attached

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 NE 1/4 and NW 1/4 of Section 31, T.1N., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Being a portion of Amended Planting Area, of Amended Plat of Block 7 Planting Area, Yellowstone Meadows – Phase Three, recorded June 15, 2016, under Document No. 3780085, further described as;

Beginning at the southeast Right-Of-Way (R-O-W) intersection of Clear Creek Drive and 58th Street West; thence along the south R-O-W of Clear Creek Drive, the east and south R-O-W of Sweetgrass Creek Drive, the west R-O-W of Deer Creek Lane, and the south R-O-W of Trail Creek Drive following six courses,

S 89°44'38" E for a distance of 175.15 feet,

N 00°15'22" for a distance of 295.00 feet,

Along a curve to the right with a radius of 66.97 feet and arc length of 104.63 feet a delta angle of 89°31'00" (chord bearing N 45°00'52" E chord length of 94.31 feet),

N 89°46'22" E for a distance of 1,762.80 feet,

S 00°12'54" E for a distance of 331.98 feet;

N 89°43'24" E for a distance of 1.40 feet;

Thence S 00°15'00" W leaving said R-O-W's for a distance of 426.00 feet;

Thence N 89°43'24" E for a distance of 576.68 feet to a point on the west R-O-W of South 54th Street West;

Thence S 00°15'00" W and along said R-O-W for a distance of 272.01 feet;

Thence S 89°43'24" W and leaving said R-O-W for a distance of 781.01 feet;

Thence N 00°16'36" W for a distance of 8.00 feet;

Thence S 89°43'24" W for a distance of 599.78 feet;

Thence S 59°46'22" W for a distance of 342.68 feet;

Thence S 89°46'22" W for a distance of 909.53 feet to a point on the east R-O-W of 58th Street West;

Thence N 00°17'16" E for a distance of 834.11 feet to the Point Of Beginning.

Said tract of land describes Lot 1 of proposed R.L. Subdivision.

Including all adjacent right-of-way of 58th Street West.

Said annexation containing 55.103 gross and 53.454 net acres.

(# 21-10) 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 27th day of September, 2021.

PASSED by the City Council on the second reading this 11th day of October, 2021.

THE CITY OF BILLINGS:

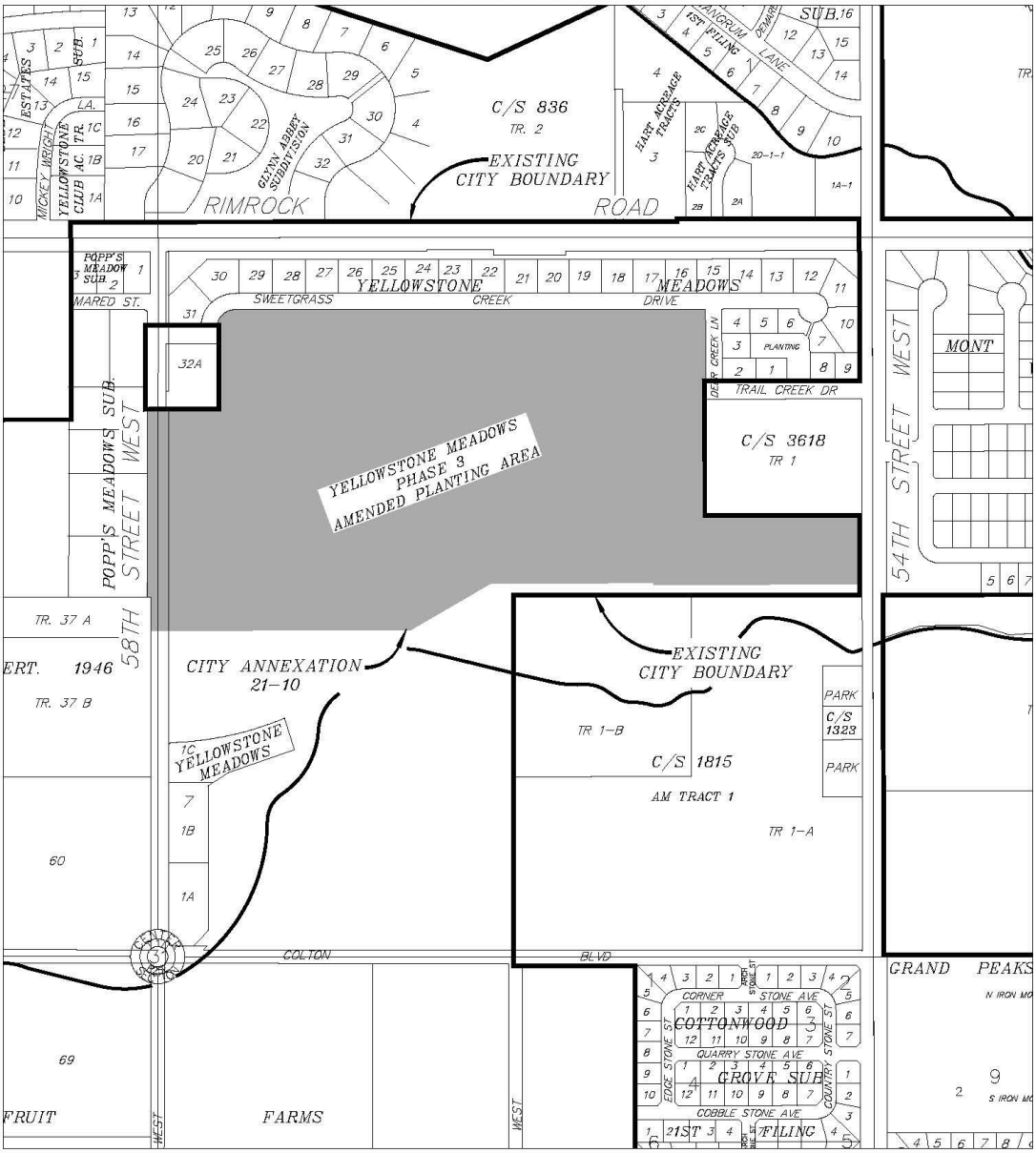
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-10)

EXHIBIT "A"


C/S 836
TR. 2
EXISTING
CITY BOUNDARY
RIMROCK
ROAD
HART ACREAGE TRACTS
HART ACREAGE TRACTS SUB
ANGRUM 1ST FILING
SUB.16
DRIVE
LANE
GLYNN ABBEY SUBDIVISION
MICKEY WRIGHT ESTATES SUB.
YELLOWSTONE CLUB AC. TR. 1C
LA. 1B
1A
POPP'S MEADOW SUB.
MARED ST.
YELLOWSTONE MEADOWS
SWEETGRASS
CREEK
DRIVE
DEER CREEK LN
PLANTING
TRAIL CREEK DR
32A
YELLOWSTONE MEADOWS
PHASE 3
AMENDED PLANTING AREA
C/S 3618
TR 1
POPP'S MEADOWS SUB.
STREET WEST
58TH
54TH STREET WEST
MONT
TR. 37 A
ERT. 1946
TR. 37 B
CITY ANNEXATION
21-10
EXISTING
CITY BOUNDARY
PARK
C/S 1323
TR. 1-B
C/S 1815
AM TRACT 1
TR 1-A
1C YELLOWSTONE MEADOWS
7
1B
1A
60
COLTON
BLVD
CORNER
STONE AVE
COTTONWOOD
QUARRY STONE AVE
GROVE SUB
COBBLE STONE AVE
EDGE STONE ST
COUNTRY STONE ST
21ST
FILING
GRAND
PEAKS
69
FRUIT
FARMS
WEST

City Council Regular

Date:	09/27/2021
Title:	Public Hearing and Resolution - Annexation 21-11
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)

Messinger Company, Inc. submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located between South Frontage Road and Trade Center Avenue. The property is described as Tract 11A, of Amended Tracts 10 and 11 of Certificate of Survey 1391 and Lots 2, 3, and 4, Block 3, of Shackelford-Yellowstone Subdivision, 3rd Filing. The annexation contains 26.425 gross and 13.729 net acres and is zoned Light Industrial (LI). The LI Zone District is recognized by both the City of Billings and Yellowstone County, therefore a Zone Change is not required to accompany this application as the zoning will remain as is. The City Council is being asked to consider a Development Agreement in coordination with this request.

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: Both services are available with extensions of utility services. Utilities are not readily available in the area, but the City will partner with the developer on the over sizing of the infrastructure required to bring services to the property as outlined in the already approved compensation agreement. More specifically, the developer will construct a proposed sanitary sewer main from East Lane to the property being annexed. The water will be extended by the developer by a proposed water main from Elysian Road.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The subject property fronts the Frontage Road, Harnish Boulevard and Trade Center Avenue. It is expected the use of this property for bottling and warehousing will include truck traffic. If the South Frontage Road is used for access, the access will require approval from the Montana Department of Transportation (MDT).
- 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 #5, located on 24th Street West, about 3.91 road miles or 9 minutes driving time to the subject property. The Billings Urban Fire Service Area (BUFSA) currently serves this property and many county developed light industrial parcels in the vicinity. Continued annexation without commensurate resources will provide service delivery challenges. Challenges aside, the fire department does not stand in opposition of the annexation.
- Parks: Given the zoning designation of the property, LI, there are no parkland requirements associated with the property.
- School facilities: Schools should be impacted minimally from an LI development.

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: The property is located approximately .6 miles from the nearest transit line (13-Westend). Due to the significant barrier posed by Interstate 90, MET does not anticipate expanding service closer to the property in the foreseeable future.
- 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 property in particular has no issues with ingress and egress, but the area is a bit disjointed from existing City Limits.
- 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.
- 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 the City Council agreed to partner in the extension of services to this property so it may be annexed into the City for development. The City Council amended the Limit of Annexation Map on August 23 to place this property in the City Annexation Petition Area. This area between the I-90 Corridor and the Yellowstone River should be developed with City services. Planning supports this annexation petition as it meets the Annexation Policy and was recently added an area where annexations are expected on the City's Limits of Annexation Map.

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 September 10, 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 or the Development Agreement.

- On July 30, 2021, the annexation petition was submitted to the Planning Division by the owner's agent.
- On September 27, 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

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.

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 NW 1/4 of Section 24, T.1S., R.25E, P.M.M., Yellowstone County, Montana, more particularly described as follows:

   Tract 11A, of Amended Tracts 10 and 11 of Certificate of Survey 1391, recorded January 09, 1980, under Document No. 1153511;
   Lots 2, 3, and 4, Block 3, of Shackelford-Yellowstone Subdivision 3rd Filing, recorded June 23, 1981, under Document No. 1201904;
   Including adjacent Right-Of-Way of South Frontage Road, Interstate I-90 and B.N / Montana Rail Link Railroad

   Said annexation containing 26.425 gross and 13.729 net acres, more or less.

   (# 21-11) See Exhibit "A" Attached

2. 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.

4. 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.

5. 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 27th day of September, 2021.

CITY OF BILLINGS:

BY: _____

William A. Cole, Mayor

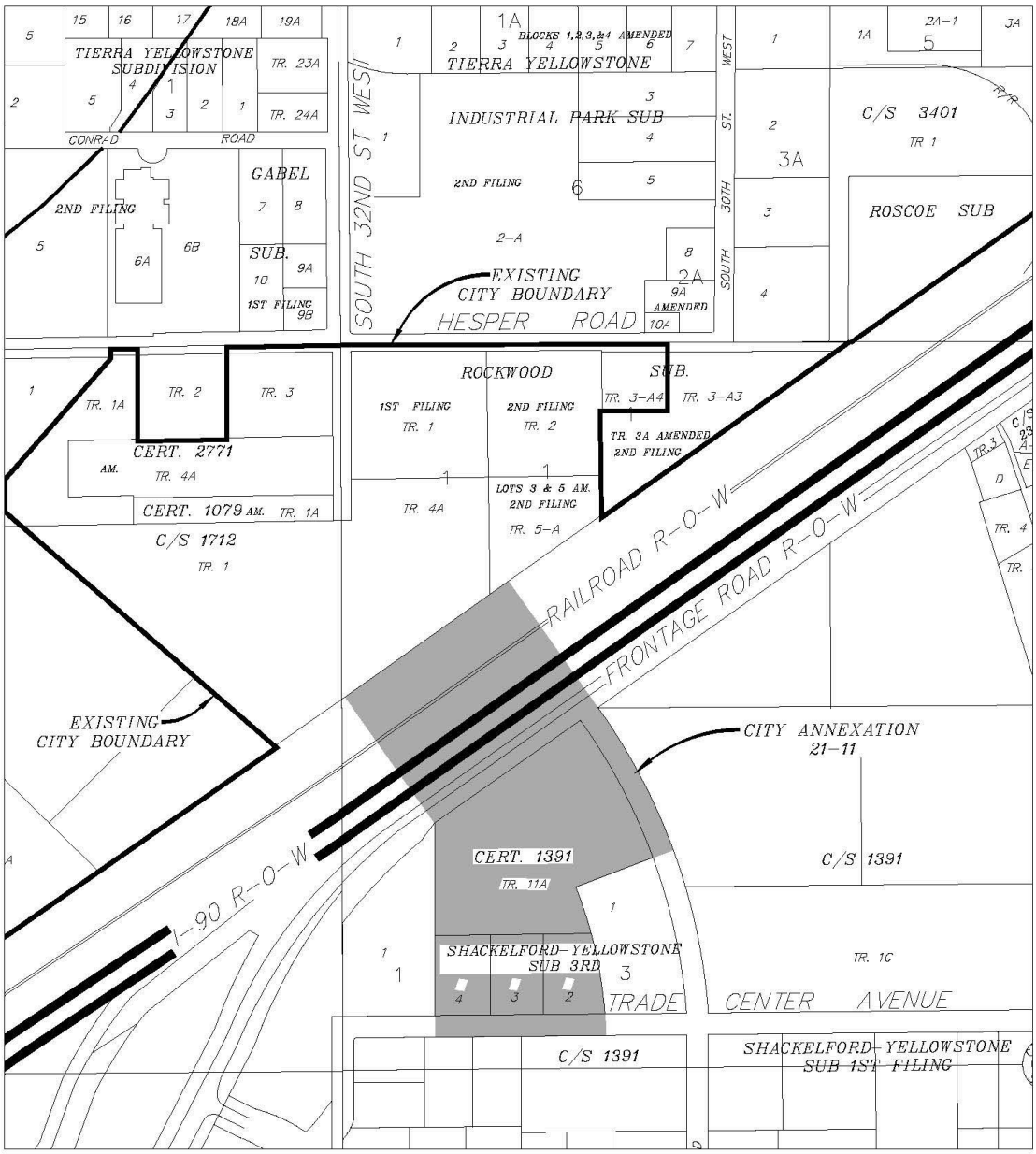
ATTEST:

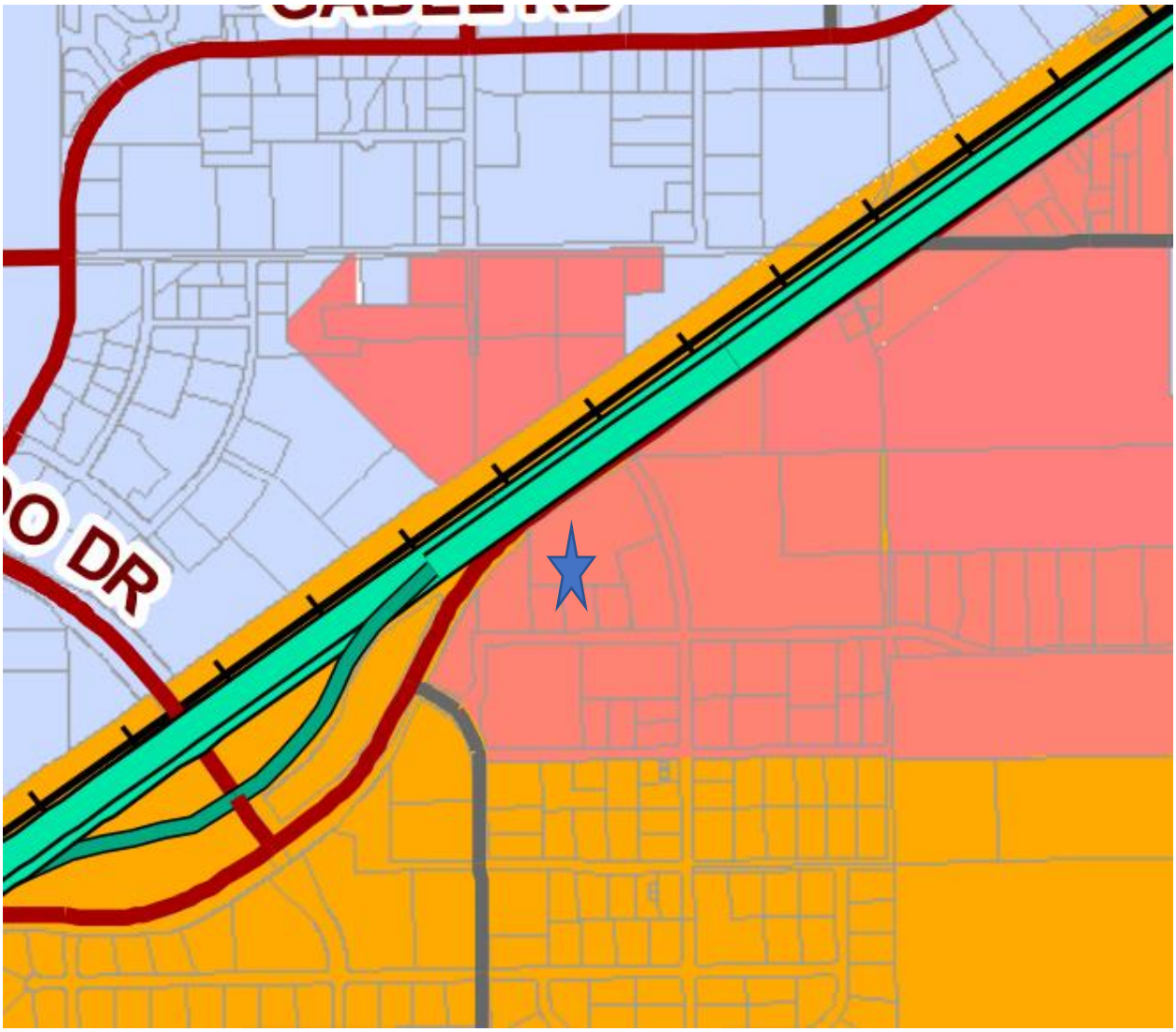
BY: _____

Denise R. Bohlman, City Clerk

(# 21-11)

EXHIBIT "A"


TIERRA YELLOWSTONE SUBDIVISION
TR. 23A
TR. 24A
CONRAD ROAD
GABEL SUB.
2ND FILING
1ST FILING
SOUTH 32ND ST WEST
BLOCKS 1,2,3,&4 AMENDED
TIERRA YELLOWSTONE
INDUSTRIAL PARK SUB
2ND FILING
2-A
EXISTING CITY BOUNDARY
HESPER ROAD
30TH ST. SOUTH WEST
C/S 3401
TR 1
ROSCOE SUB
ROCKWOOD SUB.
1ST FILING TR. 1
2ND FILING TR. 2
TR. 3-A4
TR. 3-A3
TR. 3A AMENDED 2ND FILING
LOTS 3 & 5 AM. 2ND FILING
TR. 5-A
TR. 4A
TR. 1A
TR. 2
TR. 3
CERT. 2771
AM. TR. 4A
CERT. 1079 AM. TR. 1A
C/S 1712
TR. 1
RAILROAD R-O-W
FRONTAGE ROAD R-O-W
EXISTING CITY BOUNDARY
CITY ANNEXATION 21-11
CERT. 1391
TR. 11A
C/S 1391
I-90 R-O-W
SHACKELFORD-YELLOWSTONE SUB 3RD
TRADE CENTER AVENUE
TR. 1C
C/S 1391
SHACKELFORD-YELLOWSTONE SUB 1ST FILING


O DR

City Council Regular

Date:	09/27/2021
Title:	Development Agreement with Messinger Company, LLC.
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No

RECOMMENDATION

Staff recommends that City Council approve the development agreement with Messinger Company, LLC.

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

City Council will consider annexation of Parcel 11A (amended) of COS 1391; and Shackelford-Yellowstone Subdivision 3rd Filing, Block 3, Lots 2, 3, and 4. The property proposed to be annexed is located along the South Frontage Road immediately west of Harnish Boulevard. The developer desires to develop the property as a commercial 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 consideration. The Development Agreement outlines the off-site improvements necessary for development, including access to the site, construction of water, sanitary sewer, and storm drain. Furthermore, the Development Agreement describes City required off-site improvements should the property be annexed and developed without a subdivision plat. The Development agreement references the previous City Council action on July 12, 2021 approving a Compensation Agreement for payment to Developer for oversizing of off-site water and sewer extensions. The Development Agreement for this Council action outlines the timing of the construction of all the improvements and generally includes the following conditions or improvements:

- Construction of water main and sanitary sewer mains along Harnish Boulevard and Trade Center Avenue
- Construction of curb and gutter, and sidewalk along Harnish Boulevard
- Street widening, curb and gutter, and sidewalk along Trade Center Avenue
- Requirements for a Traffic Impact Study and any mitigation from the Traffic Impact Study.

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

The financial impact 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 of Billings
2224 Montana Avenue
Billings, MT 59102

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this _____ day of _____, 20____, by and between *Messinger Company, LLC, 2210 N Plaza Drive, Rapid City SD 57701-3601* 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:

Parcel 11A (amended) of COS 1391; and SHACKELFORD-YELLOWSTONE SUBDIVISION 3RD FILING, BLOCK 3, Lot 2, 3 and 4 in Section 24, Township 01 S, Range 25 E

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 into the City; 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 Harnish Boulevard and Trade Center Avenue, both defined as Local Commercial Streets. Any access to the I-90 South Frontage Road directly to and from the Developer Tract will require approval from MDOT. Approach design to Harnish Boulevard and Trade Center Avenue to and from the Developer Tract shall be reviewed and approved by the City.

2. *Sanitary Sewer.* The Developer Tract will be served by a proposed sanitary sewer main extended by DEVELOPER from East Lane to the Developer Tract as described in this Agreement and the Compensation Agreement approved by the City on July 12, 2021. The Compensation Agreement provides for City compensation to Developer for oversizing of the sewer main as well as a contribution toward the sewer and water main extensions.

   DEVELOPER is responsible for the design and construction of a sanitary sewer main in both Harnish Boulevard and Trade Center Avenue along the lot frontage of the Developer Tract. Construction of the sanitary sewer main in Harnish Boulevard will be required at the time of site development. Construction of the sanitary sewer main in Trade Center Avenue will be required when the adjacent or nearby tract(s) annex into the City requiring the extension of sanitary sewer. Developer Tract will be required to participate in their proportionate share of the design and construction of sanitary sewer main either through a private contract or special improvement district. The size of the sanitary sewer main will be determined by the City.

   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 a proposed water main extended by DEVELOPER from Elysian Road to the Developer Tract as described in this agreement and in the Compensation Agreement approved by the City on July 12, 2021. The Compensation Agreement provides for City compensation for oversizing of the water main as well as a contribution toward the sewer and water main extensions.

   DEVELOPER is responsible for the design and construction of a water main in Harnish Boulevard and Trade Center Avenue along the lot frontage of the Developer Tract. Construction of the water main in Harnish Boulevard will be required at the time of site development. Construction of the water main in Trade Center Avenue will be required when the adjacent or nearby tract(s) annex into the City requiring the extension of water mains. Developer Tract will be required to participate in their proportionate share of the design and construction of water main either through a private contract or special

improvement district. The sizes of the water mains will be determined by the City.

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). With the Developer's construction of the improvements to Harnish Boulevard and Trade Center Avenue described below, DEVELOPER is required to pay for its proportionate share of storm drain required with construction of the improvements to of each street.

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, Street Widening, and Sidewalks.* DEVELOPER will be required to construct a 5-foot-wide boulevard walk with at least a 5-foot-wide boulevard along Harnish Boulevard (a local Commercial street) and Trade Center Avenue (a local Commercial street) along the entire lot frontage of the Developer Tract. DEVELOPER shall dedicate public right-of-way or a public sidewalk easement along Harnish Boulevard.

   The owner of the Developer Tract shall be responsible for the maintenance of the sidewalk after construction.

   DEVELOPER will be required to construct Trade Center Avenue along the Developer Tract frontage to full commercial width (45-foot back-of-curb to back-of-curb), which may include the construction of curb and gutter, any necessary tapers to match existing street widths, street widening, and necessary storm drain. Developer may be required to construct curb and gutter along Harnish Boulevard frontage.

   Construction of the street widening, curb and gutter, and sidewalk will be delayed for at least five (5) years from the date of the issuance of the Certificate of Occupancy by the City for the facility DEVELOPER intends to construct on Developer Tract. After that five-year expiration, the City can order in the improvements.

7. *Multi-use Trail*. A 10-foot-wide multi-use trail is not required with this development.

8. *Future Intersection Contributions and Traffic Mitigation.* A traffic impact study (TIS) will be performed at the time of future subdivision and/or site development to determine DEVELOPER contributions to future intersection improvements. A TIS shall be required by the City if the development exceeds 500 trips/day as determined by the City. 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.

   Furthermore, any improvements identified within the TIS to mitigate off-site traffic impacts would be responsibility of the DEVELOPER for design and construction.

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 Tract can be included in a Special Improvements District for improvements identified in this Development Agreement regardless of location of individual properties in relation to the improvements.

9. *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.

10. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land (the Developer Tract) and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

11. *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.

12. *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" *Messinger Company, LLC*

By: _____

Title: _____

STATE OF SOUTH DAKOTA)
:ss
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of South Dakota, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of *Messinger Company, 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 SOUTH DAKOTA
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, multi-use trails, 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:

Parcel 11A (amended) of COS 1391; and SHACKELFORD-YELLOWSTONE SUBDIVISION 3RD FILING, BLOCK 3, Lot 2, 3 and 4 in Section 24, Township 01 S, Range 25 E, of which plats are on file and recorded at the Yellowstone County Clerk and Recorder's Office.

"DEVELOPER" *Messinger Company, LLC*

By: _____
Title:_____

STATE OF SOUTH DAKOTA)
:ss.
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of South Dakota, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of *Messinger Company, 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 South Dakota
Printed name:_____
Residing at:_____
My commission expires:_____

City Council Regular

Date:	09/27/2021
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 21-11
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)

Messinger Company, Inc. submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located between South Frontage Road and Trade Center Avenue. The property is described as Tract 11A, of Amended Tracts 10 and 11 of Certificate of Survey 1391 and Lots 2, 3, and 4, Block 3, of Shackelford-Yellowstone Subdivision 3rd Filing. The annexation contains 26.425 gross and 13.729 net acres of land.

Upon Council approval, this annexation requires a change in the boundaries of Ward V. Two readings are required for this action. The first reading and public hearing is scheduled for September 27, 2021. Upon approval, the second reading will occur on October 11, 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 Ward V 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 NW 1/4 of Section 24, T.1S., R.25E, P.M.M.,

Yellowstone County, Montana, more particularly described as follows:

Tract 11A, of Amended Tracts 10 and 11 of Certificate of Survey 1391, recorded

January 09, 1980, under Document No. 1153511;

Lots 2, 3, and 4, Block 3, of Shackelford-Yellowstone Subdivision 3rd Filing,

recorded June 23, 1981, under Document No. 1201904;

Including adjacent Right-Of-Way of South Frontage Road, Interstate I-90 and

B.N / Montana Rail Link Railroad

Said annexation containing 26.425 gross and 13.729 net acres, more or less.

(# 21-11) 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 27th day of September, 2021.

PASSED by the City Council on the second reading this 11th day of October, 2021.

THE CITY OF BILLINGS:

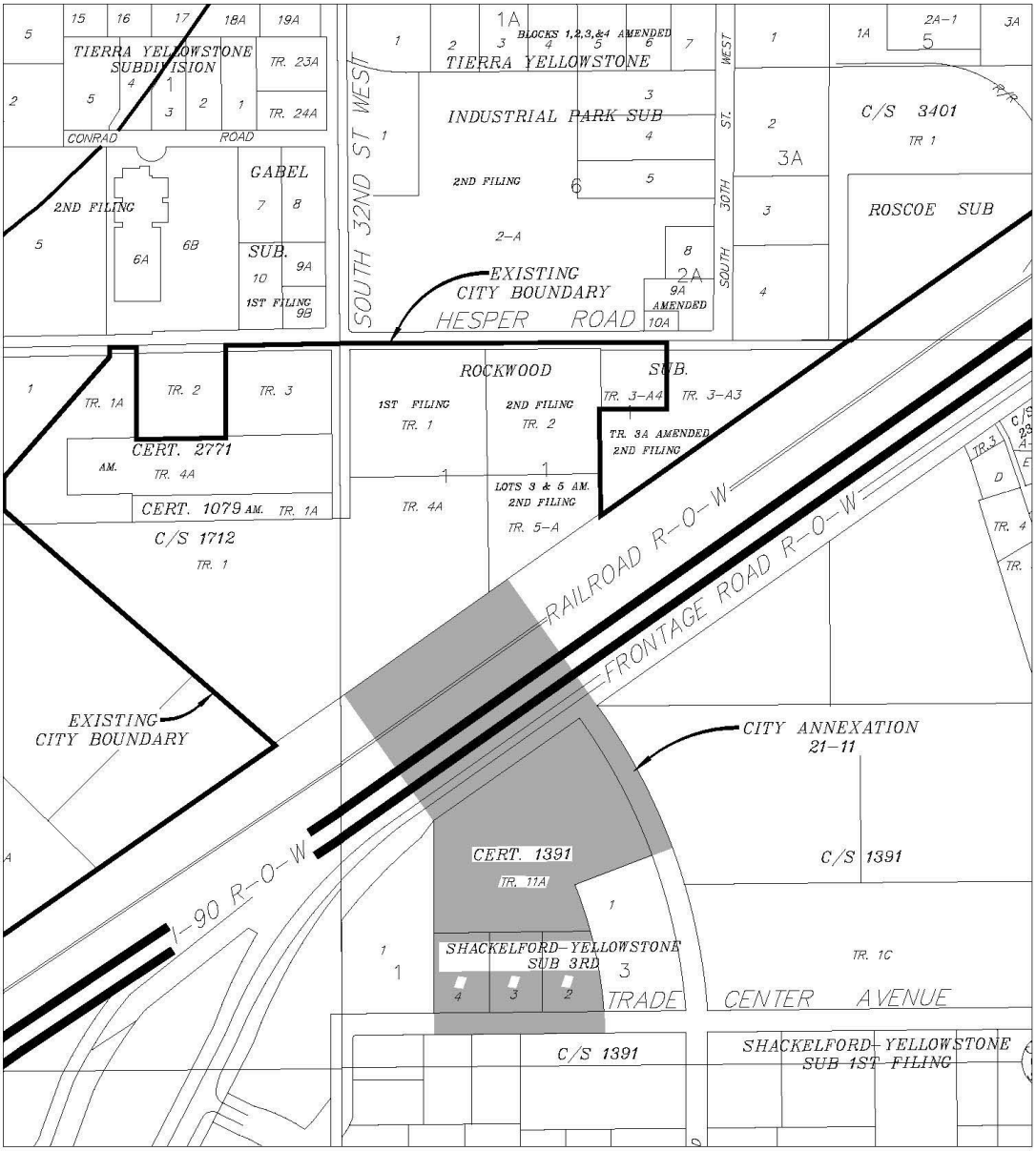
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#21-11)

EXHIBIT "A"


TIERRA YELLOWSTONE SUBDIVISION
TR. 23A
TR. 24A
CONRAD
ROAD
CABEL
SUB.
1ST FILING
2ND FILING
6A
6B
9A
9B
10
SOUTH 32ND ST WEST
BLOCKS 1,2,3,&4 AMENDED
TIERRA YELLOWSTONE
INDUSTRIAL PARK SUB
2ND FILING
2-A
EXISTING CITY BOUNDARY
HESPER ROAD
WEST
30TH
SOUTH
ST.
2A
9A AMENDED
10A
C/S 3401
TR 1
ROSCOE SUB
ROCKWOOD SUB.
1ST FILING
TR. 1
2ND FILING
TR. 2
TR. 3-A4
TR. 3-A3
TR. 3A AMENDED 2ND FILING
LOTS 3 & 5 AM. 2ND FILING
TR. 5-A
TR. 4A
TR. 1A
TR. 2
TR. 3
CERT. 2771 AM.
CERT. 1079 AM.
C/S 1712
TR. 1
RAILROAD R-O-W
FRONTAGE ROAD R-O-W
EXISTING CITY BOUNDARY
CITY ANNEXATION 21-11
CERT. 1391
TR. 11A
C/S 1391
I-90 R-O-W
SHACKELFORD-YELLOWSTONE SUB 3RD
TRADE CENTER AVENUE
TR. 1C
C/S 1391
SHACKELFORD-YELLOWSTONE SUB 1ST FILING

Date:	09/27/2021
Title:	Public Hearing and Resolution Approving Tax Abatement for Coca-Cola
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes

RECOMMENDATION

The City Council grant a 50% tax abatement to Coca-Cola in support of their $50 million investment to construct a new bottling facility within the City.

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

Coca-Cola Bottling Company High Country (High Country) are building a $45-$50 million new bottling facility. Their investment is an exciting project growing High Country from 60 to 110 full time permanent jobs (50 new jobs) in Billings. High Country will be building the ~130,000 square foot facility on their 13 acre site located in the Harnish Business Park south of Interstate I-90. High Country has requested annexation of their project site, and they will extend city utilities west to their property in compliance with a signed development agreement. The utility extensions are anticipated to cost approx. $1.75 million. The City has committed to contributing $250,000, matching Big Sky Economic Development's $250,000 contribution. If/As neighboring properties connect to the utility extensions all three entities will be reimbursed for a portion of their investments into the utility extension (High Country, City and BSED). The utility extension provide two additional benefits beyond Coca-Cola. Approx. 95 acres of prime undeveloped commercial/industrial property will now have utility access, promoting further investments and job creation within the City. The extension also helps the city get closer to looping the water system within the southwest region of the city. Unfortunately, substantial commercial development has taken place over the past two decades in the area outside the city limits. The utility extension has no formal tie to the tax abatement, but I felt it was important to highlight the collaberation.

City Resolution 05-18376 allow the City Council to grant a 50% tax abatement (see attached). Montana expanded its tax abatement law recently to allow either a 50% or 75% 10 year tax abatement. The attached application requests the city and county consider a 75% abatement. Allison Corbin from Big Sky Economic Development will be presenting the economic impacts of the project. Our staff and BSED encouraged Coca-Cola to submit their eligible tax abatement for your consideration.

ALTERNATIVES

City Council may:

- Approve; either a 50% or 75% tax abatement or,
- Not Approve a tax abatement.

FISCAL EFFECTS

The numbers calculated on the attached spreadsheet assume a $25M Real Property and $20M in Personal Property investment by Coca-Cola. The investment will result in a total tax liability of approx. $1,741,508.66 over 10 years. A 50% abatement award will reduce this to $870,754.33. Without Coca-Cola's investment and annexation into the city limits, the city will not receive any direct tax benefit from the project.

The water and sewer utility extensions are anticipated to cost approx. $1,750,000 and, per the development agreement, are the responsibility of High County. The City and BSED are each contributing $250,000 to the utility extension to offset some of the cost and extend utilities into the Harnish Business Park. All three entities (High Country, City, BSED) will receive some reimbursement for the utility investment as properties along the utility extension connect to the utilities.

In year one, the City anticipates $75,957 in tax revenue from the project with a 50% abatement (real property $42,402 + personal property $33,545). Over 10 years, the City property Tax revenue is estimated to be $789,855 ($583,809 + $215,046).

SUMMARY

The City Council consider the enclosed tax abatement application for Coca-Cola's new facility project in the Harnish Business Park.

Attachments

Draft Resolution - Messinger
High Country Abatement Application
City Tax Abatement Resolution
BSED summary
Real and Personal Property Tax Estimate Spreadsheets

RESOLUTION 21-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, APPROVING TAX BENEFITS FOR COCA COLA BOTTLING HIGH COUNTRY

WHEREAS, Resolution 05-18376 provides for granting tax incentives to a qualifying new or expanding industry pursuant to Sections 15-24-1401 and -1402, M.C.A., and establishes a procedure for applying for said tax incentives; and

WHEREAS, Messinger Company/Coca Cola Bottling High Country has set forth in its application (Exhibit A) certain information regarding the improvements made to its business which appear to qualify Messinger Company/Coca-Cola Bottling Company High Country for said tax benefits; and

WHEREAS, Section 15-24-1402(2), M.C.A. requires the governing body to give notice of a public hearing to hear comment. Said notice was published on September 17 and 24, 2021.

WHEREAS, The City Council of the City of Billings, Montana held a public hearing on September 27, 2021, and duly considered the application of Coca Cola Bottling High Country and has determined that said application meets all qualifications for the tax incentive and should be approved.

NOW THEREFORE BE IT RESOLVED BY THE BILLINGS, MONTANA CITY COUNCIL that the application (Exhibit A) for tax benefits made by Coca Cola Bottling High Country is APPROVED for a 50% tax abatement as permitted by Sec. 15-24-1402, MCA and City of Billings Resolution 05-18376. The property receiving the tax benefits is described as follows:

> (5 lots) Parcel 11A COS 1391, Shackleford-Yellowstone, Block 3 Lots 1,2,3 and 4, all in S24 T01S R25E, Yellowstone County, Montana.

NOW THEREFORE BE IT FURTHER RESOLVED that said new or expanding industry classification tax benefits shall be made for Messinger Company/Coca-Cola Bottling Company High Country on the earliest tax bill allowed by law.

ADOPTED AND APPROVED by the Billings City Council of the _____ day of _____, 2021.

CITY OF BILLINGS:

By:_____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

APPLICATION FORM FOR NEW OR EXPANDING INDUSTRY TAX REDUCTION

(As allowed under City of Billings Resolution 05-18376, Yellowstone County Resolution 94-92 and 15-24-1401 and 15-24-1402 MCA)

1. Name of Business: Messinger Company/Coca-Cola Bottling Company High Country

2. XX New Business: Start of construction (date): April 2022

   End of construction (date): November 2023

3. XX Expanding Business: Start of construction (date): April 2022

   End of construction (date): November 2023

4. Address of business: 2150 Coca-Cola Lane, Rapid City, SD 57702

   Actual location of business: (current) 4147 S 1st Ave; (future) NHN Harnish Blvd

   Tax Code: (current) 000D012530

   Within city limits of Billings [X] YES **(To be Annexed)** [ ] NO

5. Person representing business and responsible for application:

   Name: Joe Easton Title: Director of Property Development

   Address: 2150 Coca-Cola Lane, Rapid City SD 57702 Phone: 605-342-8222 x3344

6. Amount of capital investment for new or expanded industry in Billings / Yellowstone County: **$ 50,000,000** (Attach detailed costs of new construction or expansion including land, materials, labor, equipment, and dates of construction. The County Commissioners and/or City Council may request further information, such as financial statements, business references, or other documents, prior to acting on this request.): The new facility will include distribution and warehouse space of approximately 100,000square feet, office and administrative space of up to 10,000 square feet, and manufacturing space of up to 30,000 square feet. The building is currently in initial design, with contractors and consultants engaged through the Fall and Winter of 2021. Detailed costs can and will be presented to BSEDA and the governing bodies when costs are more specific.

7. Describe the project relating to the capital investment: Located on 13 acres within the Harnish Business Park in Billings, the new facility will replace the current operation on South 1st Avenue. The facility will be approximately 130,000 square feet which includes the sales and distribution center, and beverage manufacturing facility. The facility will be built with tilt-up concrete walls on a steel frame.

8. Explain business activity - what business does: Coca-Cola High Country is a family owned, regional Coca-Cola Bottler founded in 1956 serving portions of Colorado, Minnesota, Montana, North Dakota, South Dakota, Utah, and Wyoming. The company distributes over 450 different varieties of sparkling soft drinks and still beverages including sports drinks, bottled waters, juices and juice drinks, teas, energy drinks and coffee. Currently in its 3rd generation of ownership by the Messinger family, the company's headquarters are in Rapid City, South Dakota and our only manufacturing currently is located in Bismarck, North Dakota. The company has grown since 2014 by adding 20 additional sales centers located across Montana, North Dakota, South Dakota, Minnesota, and Wyoming expanding their operations across 7 states, adding ~640 new employees and expanding their consumer base to over 2.3 million people.

9. How long has this business been located in Billings and/or Yellowstone County: Coca-Cola has had a presence in Billings and Montana for nearly 100 years. The current Coca-Cola sales center has been on South 1st since 1959. The Messinger Company has owned and operated in Billings since 2014.

10. At the time of application, how many employees does the business have:
    60 Full-time; _____ Part-time.

11. How many employees will the applicant have after completion of construction:
    110 Full-time; _____ Part-time.

12. Describe job skills required for all new employees, both full and part time:
    The 50 net additional jobs will be a mix of sales, distribution, merchandising and warehouse support. Those jobs will require physical capacity and service experience. The jobs associated with the manufacturing facility will require education and experience in manufacturing and processing, and administrative and managerial skills and experience.

13. What is hourly pay scale of both full and part-time employees to include benefits (new employees only): When the new sales distribution center and manufacturing facility is completed, ~50 new jobs are expected to be created. All full-time jobs will have medical and retirement benefits. There will be ~10 management positions with salaries ~$100k/year with benefits and ~40 hourly positions at ~ $24/hr with benefits included.

14. Economic impact of capital investment:
    (to be provided by BSEDA)

15. Planned hiring schedule:
    All existing positions will be transferred to the new facility upon its completion. The new jobs will be hired in staggers throughout late-2023 to prepare for full operation of the sales center and the manufacturing facility in January of 2024.

16. List other property tax benefits business currently receives or has applied for:

None.

17. If applicant is transporting, wholesaling, providing services, warehousing, or distributing commercial products or materials, proof must be provided that fifty percent or more of the applicant's gross sales or receipts are earned from outside the State, or that fifty percent or more of applicant's annual gross income is from out-of state sales. (Include as attachment)

    Does not apply to this application.

18. Building permit (attach copy or explain absence): Design of the new facility is underway, and expected to continue through 2021. The building permit will be sought and received during the first quarter of 2022.

19. City/County Planning Department or Laurel-Yellowstone City/County Planning Board certifies that the business conforms with zoning regulations: N/A

20. City/County Health Department certifies that if a non-public water or sewer system is used (i.e., septic tank and water well) that system conforms to acceptable standard, or will do so on the completion of construction: N/A

21. County Treasurer Office certifies that City and County taxes have been paid in full or otherwise satisfied:
    Taxes are current.

22. A non-refundable fee of $500.00 must accompany this application to cover the cost of application administration. Make checks payable to the Big Sky Economic Development Authority.

23. All items on this application must be addressed. Upon completion and accompanied by the application fee, the original can be submitted to the Big Sky Economic Development Authority, Attn: Tax Abatement, 222 North 32nd Street, Suite 200, Billings, MT 59101 (Telephone 256-6871). If application is complete, a duly advertised public hearing will be scheduled, after which the County Commissioners and/or City Council will decide whether to approve, conditionally approve or deny the application. The applicant, or a representative of the applicant, must appear in person at the public hearing.

24. The application to Department of Revenue form, which is part of the application, must also be completed and signed by the applicant.

25. The Board of County Commissioners and/or City Council may review this applicant's tax incentive at any time and terminate further reductions at its discretion if it finds the provisions of County Resolution 94-92, City Resolutions or State Code are not being met.

26. In order for this incentive program to apply to the applicant's current year taxes, the application must be approved by the City Council and/or the County Commissioners by the second Wednesday in May of the year in which the reduction is desired.

27. If application is approved, applicant will comply with the following provisions. Failure to comply may lead to the previously approved tax abatement being rescinded:

   i. Provide copy of Occupancy Certificate and/or Certificate of Substantial Completion
   ii. Annual Survey to be completed and returned to Big Sky EDA by June 30 of each year
   iii. Remain current on all property taxes
   iv. Notify Big Sky EDA of any ownership changes or change of use of the facility
   v. Comply with any other provisions set by the Board of County Commissioners and/or City Council

28. Signature of applicant representative: _____

29. Date of application: August 10, 2021

Recommendation by the Big Sky Economic Development Authority:

_____ Approve _____ Deny

.....

Action by Board of County Commissioners:

Public hearing of the Board of County Commissioners held (date): _____

_____ Approve _____ Deny

Date: _____

_____ _____
Chairman Commissioner

_____
Commissioner

.....

Action by Billings City Council (if applicable – project within City limits):

Public hearing of the Billing's City Council held (date): _____

_____ Approve _____ Deny

Date: _____

CITY OF BILLINGS

By:_____

ATTEST:
By:_____

APPLICATION TO DEPARTMENT OF REVENUE

New or Expanding Industry Program-Property Improvements or Modernized Process
(Title 15-24-1401&1402 MCA)

To: Yellowstone County Assessor

Applicant Name: _____
Mailing Address: _____
_____

Legal description of affected property: _____
Date Construction Permit Issued: _____
(If no permit required, specify date when certificate in lieu of building permit was issued)

This application covers the (expansion/new) construction of the _____facility.

A public hearing on the matter of "New & Expanding Industry" resolution for _____facility was held at the Yellowstone County Courthouse at _____am on the _____day of _____, 20____.

Due notice as defined in 76-15-103 was given. True and exact copies of said notices are on file. Yes____ No____

The statutory investments requirement for expansion/modernization has been met. Yes_____ No_____

The qualifying property consists of the following:
_____

Complete this section only if the application is for a firm that

1) Engages in transportation, warehousing or distribution of commercial products if 50% or more of the gross receipts are earned from outside the state, or
2) Earns 50% of its annual gross income from out-of-state sales or sales to out of state clientele.

Type of business:
_____

Total Gross Sales or Receipts _____
Sales or Receipts from outside of Montana _____
Percentage out of state _____
(Attach Income Statement for last complete year of operation)

This application is made under the provisions of 15-24-1401 and 15-24-1402 MCA, by resolution adopted by the Yellowstone County Commissioners on the 26th day of March, 1992.

Signature: _____
(Owner/Agent)

We, the undersigned Commissioners of Yellowstone County (approve/disapprove) this application for _____.
We find that it (does/does not) conform to the criteria as set forth in the resolution adopted by this Board on the 26th day of March, 1992.

_____ Chairman

_____ Commissioner

_____ Commissioner

RESOLUTION 05-18376

A RESOLUTION CREATING A CITY OF BILLINGS TAX INCENTIVE PROGRAM FOR NEW AND EXPANDING INDUSTRY

WHEREAS, the City Council of the City of Billings believes that it is in the public interest for new industries to locate in Billings and for existing industries to expand in Billings; and

WHEREAS, the Montana Legislature has approved, in Sections 15-24-1401 and 15-24-1402, MCA, a means for Montana cities to provide incentives for certain types of new or expanding industries in the form of property tax reductions over a period of ten (10) years; and

WHEREAS, the City Council desires to offer those property tax incentives to qualified industries and for qualified improvements or modernized processes.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA AS FOLLOWS:

1. That it is in the public interest to encourage economic development in the city of Billings through property tax incentives for new and expanding industries.

2. A tax incentive program is hereby established that meets the requirements set forth in 15-24-1401 and 15-24-1402 MCA and applicable Administrative Rules of Montana.

3. Each applicant shall meet the following minimum criteria:
   a. is an industry as defined in 15-24-1401 MCA;
   b. if expanding, the industry has invested at least $50,000 of qualifying improvements or modernized processes within this or the preceding tax year;
   c. if new to the city, the industry has invested at least $125,000 in qualifying improvements or modernized processes within this or the preceding tax year;
   d. provide an estimate of the number of new jobs that will be created by the new or expanding industry, the hiring schedule and the salary ranges for the new employees;
   e. provide proof from the Yellowstone County Treasurer's office that all of the applicant's taxes have been paid. Taxes paid under protest do not preclude application approval; and
   f. the applicant has completed the application procedures outlined in attached Exhibit A.

4. Benefits conferred by Billings' new or expanding industry tax incentive program are as follows:
   a. In the first five (5) years after a construction permit is issued, the qualifying improvements or modernized processes that represent a new or expanding industry must be taxed at fifty percent (50%) of their taxable value;
   b. Each year thereafter, the percentage will increase by equal percentages until the full taxable value is attained in the tenth (10^{th}) year;

5. The tax incentive is limited to the number of mills levied and assessed by the local high school district, the local elementary school district and the City of Billings.

6. The City Council must authorize the granting of the tax incentive to any applicant by passing a resolution approving the application of the schedule of tax incentives set forth above in Paragraph 4 or some other schedule, for each existing building or structure as to which the tax incentive is granted.

BE IT FURTHER RESOLVED that property owners are hereby encouraged to apply to the City of Billings for consideration of tax incentives authorized pursuant to Section 15-24-1401 and Section 15-24-1402, M.C.A. for new industries or expanding existing industries or modernized processes.

PASSED AND APPROVED by the City Council this 12th day of December, 2005.

CITY OF BILLINGS

By: Charles F. Tooley
Charles F. Tooley, Mayor

ATTEST:

By: Marita Herold
Marita Herold, CMC/AAE, City Clerk

CITY OF BILLINGS * YELLOWSTONE COUNTY, MONTANA * SEAL

EXHIBIT A

APPLICATION PROCEDURES FOR
CITY OF BILLINGS, MONTANA TAX INCENTIVE PROGRAM
FOR NEW AND EXPANDING INDUSTRIES

- Prospective clients contact Big Sky Economic Development Authority (BSEDA) who acts as the intermediary in the application process, and an initial meeting is scheduled.
- At the initial meeting, prospective client project is discussed to determine if the projects meets the tax incentive application criteria. If the project appears to qualify for an incentive, the client is given tax incentive applications, copies of the tax incentive program cited in the *Montana Code Annotated* and copies of the adopting resolutions.
- Clients then complete and return applications and supporting documentation and the applicable processing fee to BSEDA. BSEDA reviews the application for completeness.
- An appointment is then scheduled with the designated City staff to review the project documentation and perform a site visit if needed. This leads to either staff endorsement of the project or a determination that the project does not meet the program criteria.
- City staff will prepare and submit a staff report, accompanied by the application documentation, and schedule a public hearing with the City Council. The staff report will advise the Council why the application should be approved, conditionally approved, including recommended conditions, or denied.
- City staff will prepare a resolution for Council consideration that contains the elements required by state law and administrative rules.
- City staff shall notify by certified mail, all taxing jurisdictions that may be affected by the proposed tax benefit.
- The City Council will conduct a public hearing on the application at its next available regular meeting and will approve, conditionally approve or disapprove the application.
- BSEDA will send a letter to the applicant regarding the Council's decision, including any conditions of approval.
- When the construction reaches substantial completion, the client contacts BSEDA and schedules a final inspection to determine if the project meets tax incentive requirements and any conditions of approval.
- If the project meets all City and State requirements, BSEDA will work with City staff to prepare and submit a final approval letter and appropriate documentation to the Montana Department of Revenue.

The following definitions and terms apply to the new and expanding industry tax incentive program:

- "Expansion" means an industry that invests at least $50,000 in qualifying improvements or modernized processes within this or the previous tax year
- "New" means an industry that is new to the city of Billings and has invested at least $125,000 in qualifying improvements or modernized processes within this or the preceding tax year. New industry does not include property treated as new industrial property under Section 15-6-135 MCA (class 5 industrial property)
- "Industry" means, but is not limited to, a firm that a) engages in mechanical or chemical transformation of materials into products, b) engages in the extraction or harvesting of minerals, ore or forestry products, c) engages in processing Montana raw materials such as minerals, ore, agricultural products and forestry products, d) engages in transportation, warehousing or distribution of commercial products or materials if 50% or more of the industry's gross sales are from outside the state, or e) earns 50% of more of its annual gross income from out of state sales
- "Qualifying" means meeting all of the terms, conditions and requirements for a reduction in taxable value under this program

Coca-Cola Project Economic Impact

ECONOMIC IMPACTS OF COCA-COLA MANUFACTURING OPERATIONS

Project Summary:

Coca-Cola Bottling Company - High Country intends to build a new warehousing facility in Billings that has highway frontage and is nearer to their distribution network. They plan to bring production to Billings – currently all their product is trucked in from Bellevue, Bismarck, and Denver. In May, they received approval from Coca-Cola Headquarters to manufacture in Billings.

The company purchased land on Harnish Boulevard because it was the only parcel they could find in Billings that was large enough, provided critical highway frontage, ease of access, visibility, and was near utilities.

Their plan is to break ground in the first quarter of 2022 and begin manufacturing and distribution in January of 2024.

Facility Investment: The building will be at least a $25 million-dollar investment

Equipment Investment: A minimum of $20 million in new equipment will be require for the manufacturing processes

Jobs Created: 10 corporate management jobs, and 40 quality (over $23.73 per hour including benefits) manufacturing jobs will be crated - resulting in an **annual economic impact of $23,138,827**

Jobs Retained: 60 warehousing jobs which represent an ongoing direct and indirect **annual impact of $19,836,747** on our economy

Construction Jobs Created: 146 direct construction jobs

Total Economic Impact of Construction Phase: **$51,799,525**

IMPACTS GENERATED THROUGH COKE'S INVESTMENT

IN PARTNERSHIP WITH CITY & BIG SKY ECONOMIC DEVELOPMENT

For High Country to manufacture here in Billings, they need water and sewer infrastructure extended 4,300 feet to serve their parcel. Coke, in partnership with the City and BSED are investing in the extension of services to serve their property. The City and Big Sky Economic Development are providing $250,000 each and High Country will be contributing the other approximately $1.25 million. This partnership – driven by High Country's needs will result in an additional **95 undeveloped acres that will have utilities available**. Upon connection to the utilities, the parcels will be annexed into the City of Billings, growing the tax base. As additional connections occur, the partnership will recoup some of the costs incurred up-front. These extensions would not be possible without the investment from Coca-Cola High Country. Additionally, the location of High Country will attract support business such as dry storage, trucking, fleet management, and distribution. This will drive additional development that would not otherwise have occurred.

Tax Year	Mills	2024	2025
		Year 1	Year 2
Investment Value w/ 2% increase in reappraisal yrs		25,000,000	25,500,000
Commercial Tax Rate		1.89%	1.89%
Full taxable value		472,500	481,950
Full General Tax (610.46 mills SD23)	0.61046	**$ 288,442.35**	**$ 294,211.20**
Abated tax rate @ **25%**		0.47%	0.47%
Abated taxable value		118,125	120,488
General tax @ 610.46 mills	0.61046	72,110.59	73,552.80
State Mandated Levies not abated		36,323.44	37,049.91
Total General Tax after abatement		**$ 108,434.03**	**$ 110,602.71**
Difference in taxable value		354,375	361,463
City collected tax @ 179.48 mills	0.17948	21,201.08	21,625.10
County collected tax @ 127.44 mills	0.12744	15,053.85	15,354.93
School District collected tax @ 201.04 mills	0.20104	23,747.85	24,222.81
State Mandated Levies in Gen Tax	0.1025	12,107.81	12,349.97
		72,110.59	**73,552.80**
City abated tax @ 179.48 mills	0.17948	63,603.23	64,875.29
County abated tax (w/BSED) @ 127.44 mills	0.12744	45,161.55	46,064.78
School District abated tax @ 201.04 mills	0.20104	71,243.55	72,668.42
Total abated taxes		**180,008.33**	**183,608.49**
Abated tax rate @ **50%**		0.95%	0.95%
Abated taxable value		236,250	240,975
General tax @ 610.46 mills		144,221.18	147,105.60
State Mandated Levies not abated		24,215.63	24,699.94
Total General Tax after abatement		**$ 168,436.80**	**$ 171,805.54**
Difference in taxable value		236,250	240,975
City collected tax @ 179.48 mills	0.17948	42,402.15	43,250.19
County collected tax @ 127.44 mills	0.12744	30,107.70	30,709.85
School District collected tax @ 201.04 mills	0.20104	47,495.70	48,445.61
State Mandated Levies in Gen Tax	0.1025	24,215.63	24,699.94
		144,221.18	**147,105.60**
City abated tax @ 179.48 mills	0.17948	42,402.15	43,250.19
County abated tax (w/BSED) @ 127.44 mills	0.12744	30,107.70	30,709.85
School District abated tax @ 201.04 mills	0.20104	47,495.70	48,445.61
Total abated taxes		**120,005.55**	**122,405.66**

2026	2027	2028	2029	2030	2031
Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
25,500,000	26,010,000	26,010,000	26,530,200	26,530,200	27,060,804
1.89%	1.89%	1.89%	1.89%	1.89%	1.89%
481,950	491,589	491,589	501,421	501,421	511,449
$ 294,211.20	**$ 300,095.42**	**$ 300,095.42**	**$ 306,097.33**	**$ 306,097.33**	**$ 312,219.28**
0.47%	0.47%	0.47%	0.76%	1.04%	1.32%
120,488	122,897	122,897	200,568	275,781	358,014
73,552.80	75,023.86	75,023.86	122,438.93	168,353.53	218,553.49
37,049.91	37,790.90	37,790.90	30,837.38	23,128.03	15,727.06
$ 110,602.71	**$ 112,814.76**	**$ 112,814.76**	**$ 153,276.31**	**$ 191,481.56**	**$ 234,280.56**
361,463	368,692	368,692	300,852	225,639	153,435
21,625.10	22,057.60	22,057.60	35,998.00	49,497.25	64,256.43
15,354.93	15,662.03	15,662.03	25,560.43	35,145.59	45,625.36
24,222.81	24,707.26	24,707.26	40,322.25	55,443.10	71,975.22
12,349.97	12,596.97	12,596.97	20,558.25	28,267.60	36,696.48
73,552.80	**75,023.86**	**75,023.86**	**122,438.93**	**168,353.53**	**218,553.49**
64,875.29	66,172.80	66,172.80	53,997.00	40,497.75	27,538.47
46,064.78	46,986.08	46,986.08	38,340.64	28,755.48	19,553.73
72,668.42	74,121.79	74,121.79	60,483.38	45,362.54	30,846.52
183,608.49	**187,280.66**	**187,280.66**	**152,821.02**	**114,615.76**	**77,938.72**
0.95%	0.95%	0.95%	1.13%	1.32%	1.51%
240,975	245,795	245,795	300,852	350,995	409,159
147,105.60	150,047.71	150,047.71	183,658.40	214,268.13	249,775.42
24,699.94	25,193.94	25,193.94	20,558.25	15,418.69	10,484.71
$ 171,805.54	**$ 175,241.65**	**$ 175,241.65**	**$ 204,216.65**	**$ 229,686.82**	**$ 260,260.13**
240,975	245,795	245,795	200,568	150,426	102,290
43,250.19	44,115.20	44,115.20	53,997.00	62,996.50	73,435.92
30,709.85	31,324.05	31,324.05	38,340.64	44,730.74	52,143.27
48,445.61	49,414.53	49,414.53	60,483.38	70,563.94	82,257.40
24,699.94	25,193.94	25,193.94	30,837.38	35,976.94	41,938.83
147,105.60	**150,047.71**	**150,047.71**	**183,658.40**	**214,268.13**	**249,775.42**
43,250.19	44,115.20	44,115.20	35,998.00	26,998.50	18,358.98
30,709.85	31,324.05	31,324.05	25,560.43	19,170.32	13,035.82
48,445.61	49,414.53	49,414.53	40,322.25	30,241.69	20,564.35
122,405.66	**124,853.77**	**124,853.77**	**101,880.68**	**76,410.51**	**51,959.15**

2032	2033	
Year 9	Year 10	
27,060,804	27,602,020	
1.89%	1.89%	
511,449	521,678	
$ 312,219.28	**$ 318,463.66**	
1.61%	1.89%	
434,732	521,678	
265,386.38	318,463.66	
7,863.53	-	
$ 273,249.92	**$ 318,463.66**	
76,717	-	
78,025.67	93,630.80	
55,402.22	66,482.67	
87,398.48	104,878.18	
44,560.01	53,472.01	
265,386.38	**318,463.66**	
13,769.24	-	
9,776.86	-	
15,423.26	-	
38,969.36	**-**	1,306,131.50
1.70%	1.89%	
460,304	521,678	
280,997.35	318,463.66	
5,242.35	-	
$ 286,239.70	**$ 318,463.66**	
51,145	-	
82,615.41	93,630.80	
58,661.18	66,482.67	
92,539.57	104,878.18	
47,181.19	53,472.01	
280,997.35	**318,463.66**	
9,179.49	-	
6,517.91	-	
10,282.17	-	
25,979.57	-	870,754.33

Tax Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Mills		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Investment Value		20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	
Exemption Amount		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Trend Factor		1.000	1.022	1.045	1.068	1.092	1.117	1.141	1.167	1.193	1.220	
Depreciation % Good		80%	73%	66%	58%	50%	43%	36%	29%	24%	20%	
Depreciated Taxable Market Value		15,760,000	14,697,382	13,587,090	12,202,968	10,756,200	9,462,107	8,091,972	6,667,071	5,640,504	4,806,800	
PP Tax Rate up to 6 million		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	
Taxable Market Value Over 6 Mill		9,460,000	8,397,382	7,287,090	5,902,968	4,456,200	3,162,107	1,791,972	367,071	-	-	
PP Tax Rate over 6 million		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	
Full taxable value		373,800	341,921	308,613	267,089	223,686	184,863	143,759	101,012	84,608	72,102	
Full General Tax (610.46 mills SD23)	0.61046	**$ 228,189.95**	**$ 208,729.37**	**$ 188,395.71**	**$ 163,047.18**	**$ 136,551.36**	**$ 112,851.60**	**$ 87,759.22**	**$ 61,663.86**	**$ 51,649.53**	**$ 44,015.39**	
Abated tax rate @ **25%**												
Abated taxable value		93,450	85,480	77,153	66,772	55,922	73,945	79,368	70,004	72,198	-	
General tax @ 610.46 mills	0.61046	57,047.49	52,182.34	47,098.93	40,761.79	34,137.84	45,140.64	48,450.71	42,734.79	44,074.27	-	
State Mandated Levies not abated	0.10250	28,735.88	26,285.21	23,724.60	20,532.47	17,195.86	11,369.09	6,600.14	3,178.31	1,271.93		
Total General Tax after abatement		**85,783.36**	**78,467.56**	**70,823.53**	**61,294.26**	**51,333.70**	**56,509.73**	**55,050.85**	**45,913.10**	**45,346.20**	**-**	
Difference in taxable value		280,350	256,441	231,460	200,317	167,765	110,918	64,392	31,008	12,409	-	
City collected tax @ 179.48 mills	0.17948	16,772.41	15,342.02	13,847.45	11,984.29	10,036.79	13,271.70	14,244.89	12,564.36	12,958.18	12,940.87	
County collected tax @ 127.44 mills	0.12744	11,909.27	10,893.62	9,832.40	8,509.46	7,126.64	9,423.59	10,114.60	8,921.34	9,200.97	9,188.68	
School District collected tax @ 201.04 mills	0.20104	18,787.19	17,184.97	15,510.87	13,423.90	11,242.46	14,865.96	15,956.05	14,073.65	14,514.78	14,495.39	
State Mandated Levies in Gen Tax	0.10250	9,578.63	8,761.74	7,908.20	6,844.16	5,731.95	7,579.39	8,135.17	7,175.44	7,400.34	7,390.46	
		57,047.49	**52,182.34**	**47,098.93**	**40,761.79**	**34,137.84**	**45,140.64**	**48,450.71**	**42,734.79**	**44,074.27**	**44,015.39**	
City abated tax @ 179.48 mills	0.17948	50,317.22	46,026.05	41,542.36	35,952.86	30,110.37	19,907.55	11,557.01	5,565.30	2,227.19	-	243,205.89
County abated tax (w/BSED) @ 127.44 mills	0.12744	35,727.80	32,680.85	29,497.20	25,528.37	21,379.91	14,135.38	8,206.07	3,951.64	1,581.42	-	172,688.65
School District abated tax @ 201.04 mills	0.20104	56,361.56	51,554.92	46,532.62	40,271.69	33,727.38	22,298.94	12,945.29	6,233.83	2,494.73	-	272,420.95
Total abated taxes		**142,406.59**	**130,261.82**	**117,572.18**	**101,752.91**	**85,217.66**	**56,341.87**	**32,708.37**	**15,750.77**	**6,303.33**	**-**	688,315.49
Abated tax rate @ **50%**												
Abated taxable value		186,900	170,961	154,306	133,545	111,843	110,918	100,631	80,810	76,147	72,102	
General tax @ 610.46 mills	0.61046	114,094.97	104,364.69	94,197.85	81,523.59	68,275.68	67,710.96	61,431.45	49,331.09	46,484.58	44,015.39	
State Mandated Levies not abated	0.1025	19,157.25	17,523.47	15,816.40	13,688.31	11,463.91	11,369.09	10,314.72	8,282.99	7,805.05	-	
Total General Tax after abatement		**133,252.22**	**121,888.16**	**110,014.26**	**95,211.90**	**79,739.59**	**79,080.04**	**71,746.17**	**57,614.09**	**54,289.63**	**44,015.39**	
Difference in taxable value		186,900	170,961	154,306	133,545	111,843	73,945	43,128	20,202	8,461	-	
City collected tax @ 179.48 mills	0.17948	33,544.81	30,684.03	27,694.90	23,968.57	20,073.58	19,907.55	18,061.33	14,503.73	13,666.83	12,940.87	
County collected tax @ 127.44 mills	0.12744	23,818.54	21,787.24	19,664.80	17,018.91	14,253.27	14,135.38	12,824.47	10,298.39	9,704.15	9,188.68	
School District collected tax @ 201.04 mills	0.20104	37,574.38	34,369.95	31,021.75	26,847.79	22,484.92	22,298.94	20,230.94	16,245.98	15,308.55	14,495.39	
State Mandated Levies in Gen Tax	0.1025	19,157.25	17,523.47	15,816.40	13,688.31	11,463.91	11,369.09	10,314.72	8,282.99	7,805.05	7,390.46	
		114,094.97	**104,364.69**	**94,197.85**	**81,523.59**	**68,275.68**	**67,710.96**	**61,431.45**	**49,331.09**	**46,484.58**	**44,015.39**	
City abated tax @ 179.48 mills	0.17948	33,544.81	30,684.03	27,694.90	23,968.57	20,073.58	13,271.70	7,740.57	3,625.93	1,518.54	-	
County abated tax (w/BSED) @ 127.44 mills	0.12744	23,818.54	21,787.24	19,664.80	17,018.91	14,253.27	9,423.59	5,496.20	2,574.60	1,078.24	-	
School District abated tax @ 201.04 mills	0.20104	37,574.38	34,369.95	31,021.75	26,847.79	22,484.92	14,865.96	8,670.40	4,061.50	1,700.95	-	
Total abated taxes		**94,937.72**	**86,841.21**	**78,381.45**	**67,835.27**	**56,811.77**	**37,561.25**	**21,907.17**	**10,262.02**	**4,297.73**	**-**	458,835.60

City Council Regular

Date:	09/27/2021
Title:	Purchase and Sale Agreement - Stillwater Building
Presented by:	Kevin Iffland, Assistant City Administrator
Department:	City Hall Administration
Presentation:	Yes

RECOMMENDATION

The Stillwater Negotiation Committee recommends approval of the purchase and sale agreement for the Stillwater Building for $13,500,000.

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

In August 2019, the City of Billings issued a Request for Proposals (RFP) for law and justice/city hall facilities to accommodate the City's current and future facility needs. Several proposals were received and the RFP committee selected to investigate the Stillwater Building located at 316 N 26th Street based on the suitability of the building to meet the City's needs for the foreseeable future (50+ years). Once the Stillwater Building was selected, the city administrator created a negotiation committee that included council members, Boyett, Purintgon, Joy, Shaw, Neese, as well as Iffland, Zoeller, Iverson and architect Randy Hafer.

The City entered into a negotiation and due diligence phase, ultimately resulting in negotiating a proposed buy-sell agreement for the City to purchase the entire building in its current state for $17 Million. When adding the current purchase price and build-out costs we anticipated the project cost, at $17 Million purchase price, would total between $28 and $30 Million over the next 3 years. Construction costs for a new mid-rise office building are estimated at $325-375/sq ft based on 2020 statistics. A new building to meet the City's 20-year anticipated space needs would cost a total of $39-$45 Million.

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, at the $17 Million purchase price. The Purchase and Sale Agreement for $17 Million was subsequently terminated by City Council on August 23, 2021.

Negotiations continued after the termination of the Purchase and Sale agreement with WC Commercial at Mr. Joe Holden's request. Mr. Holden offered $13,500,000 for the Stillwater Building. This offer was taken to the negotiation committee for further consideration. The committee recommended a counter offer of $13,500,000 with some contingencies to be fixed or repaired which was rejected by WC Commercial. The other counter suggested was $13,000,000 without the fixes and repairs. This offer was also rejected. WC Commercial indicated the offer of $13,500,000 was the last, best and final offer. This offer was discussed with the negotiation committee and moved to the full city council.

ALTERNATIVES

City Council may:

- Approve entering into a Purchase and Sale Agreement with WC Commercial for the Stillwater Building with a purchase price of $13,500,000;
- Not Approve entering into a Purchase and Sale Agreement with WC Commercial for the Stillwater Building with a purchase price of $13,500,000; or,
- Provide staff with further direction

FISCAL EFFECTS

Anticipated cost to purchase and build ranges from $28-$30 million. Anticipated sources and uses of funds is provided for Council consideration:

Sources

Excess General Fund Reserve	$	20,350,560
Departmental Build out Contribution (30%)		3,439,363
ARPA Funds for Public Safety Build out		5,810,077

Total Estimated Sources	**$**	**29,600,000**
Uses		
Stillwater Purchase Price	$	13,500,000
Architecture Costs		1,200,000
Estimated Build out		13,500,000
Contingency @ 12.5%		1,400,000
Total Estimated Uses	**$**	**29,600,000**

Attachments

PSA
PSA Addendum
Exhibit A
Exhibit B
Exhibit C
Exhibit F
Exhibit E
Exhibit D

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.

C. On July 13, 2021, Buyer and Seller entered into a Purchase and Sale Agreement for the Property. On July 8 and July 15, 2021, the City provided three (3) Written Notices to Seller of Buyer's objections to title. On August 24, 2021, the City terminated the Purchase and Sale Agreement. Thereafter, Buyer and Seller engaged in further discussions and negotiations which have resulted in this new Purchase and Sale 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 Thirteen Million Five Hundred Thousand and no/100 dollars **($13,500,000.00).**

Buyer Shall pay Thirteen Million Five Hundred Thousand and no/100 dollars **($13,500,000.00)** 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 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 has provided a copy of the Commitment to Seller. 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 up to and including **September 30, 2021** (the "Review Period") to examine the Commitment, and any update to the Commitment, and to notify Seller in writing of any objections Buyer has to matters shown or referred to in the Commitment. Seller acknowledges receipt of Buyers' three Notices of Title Objections and agrees that Buyer does not have to submit new objections to the extent that they were stated in the July 8th and July 15th Notices. Buyer acknowledges that items 4 and 5 in the July 15 Notices have been cured. 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. Seller makes the following representations and warranties to Buyer, each of which shall survive closing. In addition to any other representations or warranties contained in this Agreement, the Warranty Deed and/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. Seller and Buyer acknowledge that additional asbestos has been identified in the Building in the inspection report dated August 13, 2021 prepared by Tetra Tech and labeled "Supplemental Asbestos Inspection Report Stillwater Building".

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 and in the warranty deed and related closing documents. 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. The Agreement will include the Skybridge connection points to the Stillwater Building and the support columns.

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 on or before **September 30, 2021** (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, 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.

d. 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 **September 30, 2021** (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.

e. 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.

9. 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.

10. 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.

11. 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.

12. Closing. The closing of this Agreement ("Closing") shall occur on or before September 30, 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.

13. 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.

14. 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.

15. Offer Expiration. This offer expires at 5:00 P.M. MDT on September 6, 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.

16. 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

By: William A. Cole
Its: Mayor

Date:

SELLER:

WC COMMERCIAL, LLC
An Alaska limited liability company

By: Joseph W. Holden
Its: Member

Date: 9.2.2021

4813-0316-1593, v. 4

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.

4813-0316-1593, v. 4

ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum amends and supplements the Purchase and Sale Agreement between WC Commercial, LLC as "Seller" and the City of Billings as "Buyer" with respect to the Stillwater Building.

I. Amendments.

The Purchase and Sale Agreement is amended as follows:

A. **Sky Bridge Systems**. Section 8(e) of the Purchase and Sale Agreement is deleted and replaced with the following paragraph:

> **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 (the Stillwater Building) for service shall be limited to the fire suppression system and the related fire system riser. Seller shall disconnect all other systems in the Sky Bridge from the Stillwater Building, including but not limited to data cables, cameras, phones, the alarm system, security systems, door locks.

B. Offer Expiration. The date stated in paragraph 15 shall be deleted and replaced with the date of September 29, 2021.

II. Additional Provisions.

The Purchase and Sale Agreement is amended to include the following additional provisions:

17. **Access Controls**: At Closing, Seller shall provide to Buyer all keys, passwords, control cards, and access codes in order for Buyer to access and operate the Building and its systems, including but not limited to the computer systems, door locks, cameras, data cables and systems, the alarm system, the elevators, the Sky Bridge, and any other portion of the Building or any Building system that is controlled by a key, pass word, code, or lock. Seller shall facilitate the creation of administrator profiles for City Staff and their integration contractor effective at Closing.

18. **Common Area Expenses**: As of Closing, Seller shall provide to Buyer a full accounting of the Common Area Expenses, including a statement of income and expenses. Seller shall pay all operating expenses on or before Closing and shall provide to Buyer copies of all invoices and bills that were paid with CAM funds during 2021. Any remaining (unspent) CAM funds paid by Yellowstone County to Seller shall be transferred to Buyer at Closing.

19. **Agreement for Pedestrian Skyway**. Exhibit "F", attached hereto, is added to the Purchase and Sale Agreement, and shall be signed at Closing in a form that is substantially consistent with Exhibit "F" hereto.

IN WITNESS WHEREOF, Buyer and Seller hereby execute this Addendum to Agreement to Purchase and Sell Real Property this _____ day of September, 2021.

BUYER:	**SELLER:**
CITY OF BILLINGS, MONTANA	**WC COMMERCIAL, LLC** An Alaska limited liability company
By: William A. Cole Its: Mayor	By: Joseph W. Holden Its: Member
Date:	Date:

4826-5111-7051, v. 1

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 September, 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 September, 2021 by JOSEPH W. HOLDEN, the member of WC Commercial, LLC

_____
Notary Public for the State of Montana
Residing at_____
My Commission Expires _____

4814-2722-1753, v. 1

EXHIBIT C – BILL OF SALE

[SEPARATELY ATTACHED]

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is dated as of September ___, 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

4816-2638-5401, v. 1

EXHIBIT F – AGREEMENT FOR PEDESTRIAN SKYWAY

[SEPARATELY ATTACHED]

Upon recording, return to:
Doug James
Moulton Bellingham PC
P.O. Box 2559
Billings, MT 59103-2559
Telephone (406) 248-7731

AGREEMENT FOR PEDESTRIAN SKYWAY

This Agreement is made and entered into by and between **WC COMMERCIAL, LLC**, an Alaska limited liability company, ("**WC**"), **CRMX-233, LLC**, a Montana limited liability company, (**CRMX**), and **THE CITY OF BILLINGS, MONTANA**, ("**City**").

RECITALS

A. WC is the owner of certain real property located in Yellowstone County, Montana, which is referred to as the "Stillwater Building", and is 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.

The foregoing parcel shall be referred to as the "Stillwater Building Parcel".

B. CRMX is the owner of certain real property located in Yellowstone County, Montana, which is referred toas the "Stillwater Garage", and is more particularly described as follows:

> LOTS 17, 18, 19, 20, 21, 22, 23, AND 24, BLOCK 42, OF TOWN OF BILLINGS, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING OT THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #16312.

The foregoing parcel shall be referred to as the "Stillwater Garage Parcel".

C. CRMX applied for a permit to construct and maintain a pedestrian Sky Bridge between the Stillwater Garage and the Stillwater Building. CRMX owns the Stillwater Garage as well as the Sky Bridge.

D. CRMX intends to transfer ownership of the Stillwater Garage Parcel and the Sky Bridge to WC. Accordingly, WC shall be the successor and assignee of CRMX with respect to the Permit.

E. The City issued a Permit for the construction and maintenance of a Sky Bridge between the Stillwater Building and the Stillwater Garage. The Application for a Permit was approved by the Billings City Council on June 11, 2018 through Resolution No. 18-10729. CRMX was the Permittee under the Permit.

F. The Parties enter into this Agreement in order to make the terms and conditions of the Permit applicable to the successors and assigns of the current owners (WC) and so that those terms and conditions will run with the land.

AGREEMENT

NOW THEREFORE, WC, CRMX, and the City agree as follows:

1. TERM. This Agreement shall be in force and effect from the date of the Permit (June 11, 2018) for a term of twenty (20) years and thereafter until either the removal of the pedestrian skyway or termination of the permit by the City upon sixty (60) days' written notice to the Permittee, as provided below.

2. CONSTRUCTION AND MAINTENANCE PERMIT. The pedestrian skyway hereafter constructed pursuant to this permit shall be erected and maintained within the guidelines of Section 6-903 of the Billings, Montana City Code (BMCC).

3. REVOCATION. This permit may be revoked by the City with good cause after the expiration of the initial term, upon sixty (60) days' written notice to Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke this permit at any time upon failure to cure defaults listed in such sixty (60) day notice in the event Permittee breaks any of the conditions or terms set forth herein. "Good cause" means the City's proposed change in use of the right of way to a use inconsistent with existence of the skybridge.

4. BINDING COVENANT. This permit and conditions shall run with the land binding the owners of the buildings connected by the pedestrian skyway, and their successors and assigns, to comply with the terms of the permit. Accordingly, this Agreement shall be recorded in the real estate records of Yellowstone County, Montana with respect to both the Stillwater Building Parcel and the Stillwater Garage Parcel.

5. CHANGES IN STREET. If City changes the street necessitating changes in structure or installations installed under this permit, Permittee, or its successors and assigns, including but not limited to WC, shall make necessary changes without expense to City.

6. CITY SAVED HARMLESS FROM CLAIMS. The Permittee shall at all times during the continuance of the permit indemnify and hold the City harmless of and from all claims, demands, actions and liability of any kind whatsoever for damage to persons or property resulting from the construction, use or maintenance of skyway in the public right-of-way. The Permittee shall obtain prior to commencement of construction of the skyway and maintain at all times thereafter until the termination of the permit, for the mutual benefit of the Permittee and the City, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, such insurance to afford protection to limits as prescribed by Council Resolution, and to be issued by a company or companies licensed to do business in the state. Such policies shall provide that such insurance cannot be cancelled without prior written notice to the City.

7. PROTECTION OF TRAFFIC. Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner in this traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.

8. STREET AND DRAINAGE. If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, made such provisions as the City may direct to take care of drainage.

9. RUBBISH AND DEBRIS. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City.

10. WORK TO BE SUPERVISED BY THE CITY. All work contemplated under this permit shall be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.

11. CITY RIGHT NOT TO BE INTERFERED WITH. All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors or representatives, or by the installations or structures placed under this permit.

12. REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the City upon termination of this permit, within a reasonable amount of time, not to exceed sixty (60) days, after termination, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.

13. MAINTENANCE AT EXPENSE OF PERMITTEE. The pedestrian skyway shall at all times be maintained in good condition, both interior and exterior, by the Permittee, without expense to the City.

14. CITY NOT LIABILITY FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City will not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alley.

15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore, Permittee agrees to promptly reimburse the City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.

16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) Permittee must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.

17. ASSIGNMENT. The City consents to CRMX, as the Permittee, assigning the Permit to WC in connection with the transfer of ownership of the Stillwater Garage Parcel and the Sky Bridge. WC and each successive owner assume all of the duties, obligations, and responsibilities of the original Permittee (CRMX) under the Permit. Upon transfer of the real property (the Stillwater Garage Parcel), WC shall be the Permittee with respect to the Permit. If the Stillwater Garage Parcel is subsequently transferred, each successive owner shall be the Permittee under the Permit and shall thereby assume all of the duties, obligations, and responsibilities of the original Permittee hereunder. Upon such assignment, WC agrees that it shall indemnify and hold harmless CRMX, its members, agents and representatives from any further liability arising under the terms of the agreement including, but not limited to, the obligations set forth in paragraph 6 above.

18. INSURANCE. The Permittee (CRMX) and its successors and assigns shall obtain and maintain at all times until the termination of the Permit, for the mutual benefit of the permittees and the City, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, with minimum limits of $1,500,000 each occurrence, naming the City as an additional insured. The insurance shall be issued by a company or companies licensed to do business in the state.

Such policies shall provide that such insurance cannot be cancelled without prior written notice to the City.

19. 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 the City:	City of Billings c/o City Administrator PO Box 1178 Billings, MT 59101
Email:	kukulskic@billingsmt.gov
Phone:	406-657-8433

With a copy to (but which shall not constitute notice to the City)

	City of Billings c/o City Attorney PO Box 1178 Billings, MT 59101
Email:	dahlg@billingsmt.gov
Phone:	406-657-8205

To WC:	WC Commercial, LLC c/o Joseph W. Holden 5404 Bundy Road Worden, MT 59088
Email:	joe@holden7.com
Phone:	406-690-1394

With a copy to (but which shall not constitute notice to WC)

	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 CRMX:	CRMX-233, LLC c/o Max Hansen 8 South Idaho Street, Ste A. Dillon, MT 59725
Email:	maxh@accruit.com
Phone:	406-660-4206

With a copy to (but which shall not constitute notice to CRMX)

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

Except as otherwise provided in this Agreement, the parties shall provide at least seven (7) days advance notice of any fact or circumstance affecting the terms and conditions of this Agreement, or where notice is otherwise required under this Agreement. In the event of any change of ownership of the Stillwater Garage Parcel and the Sky Bridge, the Permittee, or its successor, shall provide written notice of the transfer to the City along with the name, address, e-mail address and telephone number of the successor owner.

DATED at Billings, Montana, this ____ day of September, 2021.

[SIGNATURE PAGES FOLLOW]

The undersigned, the "Permittee"
mentioned in the foregoing instrument,
hereby accepts this permit, together with
all of the terms and conditions set forth therein.

CRMX-233, LLC
By: Accruit Equity Acquisitions, LLC,
Sole Member

By: _____
Max A. Hansen
Its: Executive Vice President

STATE OF MONTANA)
: ss.
County of _____)

On this _____ day of September, 2021, before me, the undersigned, personally appeared Max Hansen, known to me to be Executive Vice President of Accruit Equity Acquisitions, LLC, sole member of CRMX-233, LLC, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, having first been authorized to do so.

_____
Notary Public for the State of Montana

The undersigned, the "Permittee"
mentioned in the foregoing instrument,
hereby accepts this permit, together with
all of the terms and conditions set forth therein.

WC COMMERCIAL, LLC

By: _____
Joseph W. Holden
Its: Member

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this _____ day of September, 2021, before me, the undersigned, personally appeared Joseph W. Holden, known to me to be a Member of WC Commercial, LLC, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, having first been authorized to do so.

_____
Notary Public for the State of Montana

CITY OF BILLINGS, MONTANA

By: _____
Mayor, William A. Cole

STATE OF MONTANA)
: ss.
County of Yellowstone)

This instrument was acknowledged before me on this ____ day of September, 2021, by William A. Cole, Mayor of the City of Billings**.**

_____
Notary Public for the State of Montana

4819-2831-7691, v. 1

EXHIBIT E – ENCROACHMENT AND EASEMENT AGREEMENT

[SEPARATELY ATTACHED]

Upon recording, return to:
Doug James
Moulton Bellingham PC
P.O. Box 2559
Billings, MT 59103-2559
Telephone (406) 248-7731

ENCROACHMENT AND EASEMENT AGREEMENT

This Encroachment and Easement Agreement ("Agreement") is made effective the ____ day of September, 2021, between **WC COMMERCIAL, LLC**, an Alaska limited liability company, ("WC"), **CRMX-233, LLC**, a Montana limited liability company, (CRMX), and **THE CITY OF BILLINGS, MONTANA**, ("City").

RECITALS

A. WC is the owner of certain real property located in Yellowstone County, Montana, which is referred to as the "Stillwater Building", and is 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.
>
> The foregoing parcel shall be referred to as the "Stillwater Building Parcel".

B. CRMX is the owner of certain real property located in Yellowstone County, Montana, which is referred toas the "Stillwater Garage", and is more particularly described as follows:

> LOTS 17, 18, 19, 20, 21, 22, 23, AND 24, BLOCK 42, OF TOWN OF BILLINGS, IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING OT THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER DOCUMENT #16312.

The foregoing parcel shall be referred to as the "Stillwater Garage Parcel".

C. A pedestrian Sky Bridge connects the Stillwater Building on the Stillwater Building Parcel to the Stillwater Garage Parcel. CRMX is the Owner of the Sky Bridge and the Stillwater Garage Parcel. This Sky Bridge was approved by the City on June 18, 2018, pursuant to Resolution No. 18-10729. The Sky Bridge is generally defined as:

> That Sky Bridge over the City street described as 26th Street, lying between the Stillwater Building Parcel and the Stillwater Garage Parcel. The Sky Bridge is approximately 98 feet long, 10 feet wide, and 10 feet tall.

D. The City has entered into a purchase and sale agreement with WC for the purchase of the Stillwater Building Parcel.

E. CRMX intends to transfer ownership of the Stillwater Garage Parcel and the Sky Bridge to WC.

F. WC, CRMX, and the City enter into this Agreement for the purpose of defining their respective rights and duties with respect to the Sky Bridge.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

AGREEMENT

1. **Permanent Easement.** CRMX grants to the City and its successors and assigns forever a permanent access easement for the City and its employees, guests, and invitees to use the Sky Bridge for the purpose of ingress and egress to and from the Stillwater Building Parcel over and through the Sky Bridge that connects to the Stillwater Garage Parcel. Through this easement, CRMX grants to the City and its successors and assigns, employees, guests, and invitees, access to and from the Stillwater Garage and the Stillwater Garage Parcel through the Sky Bridge. This easement shall be appurtenant to the Stillwater Building Parcel. For the purposes of this easement, the Stillwater Building Parcel is the "Dominant Estate" and the Stillwater Garage Parcel is the "Servient Estate". This easement shall not be terminated without the express written consent of the owner(s) of the Stillwater Building Parcel.

2. **Sky Bridge Encroachment.** The Sky Bridge connects the Stillwater Garage Parcel to the Stillwater Building Parcel. The Sky Bridge encroaches upon and is attached to the Stillwater Building. The encroachment or "Encroachment Area" refers to that portion of the Sky Bridge that encroaches upon and attaches to the Stillwater Building as well as the support columns under the Sky Bridge on the east side of the Stillwater Building. The "Encroachment Area" means the specific area where the Sky Bridge attaches to the Stillwater Building and includes the connecting portions of both the Sky Bridge and the Stillwater Building as well as the support columns. The attached Exhibit A details the location and scope of the encroachment. WC and the City consent to the encroachment as depicted on Exhibit A and further grant CRMX and its successors and assigns an easement to construct, maintain, and use the Sky Bridge and Encroachment Area.

3. **Sky Bridge Maintenance.** CRMX covenants and agrees that CRMX and its successors and assigns shall keep and maintain the Sky Bridge and Encroachment Area and ensure that the

Sky Bridge is kept in good order and repair, consistent with a first-class office building in Billings, Montana. The cost of maintaining the Sky Bridge and Encroachment Area shall be borne entirely by CRMX and its successors and assigns, including but not limited to WC . The City and its successors and assigns acknowledge and agree that, subject to applicable laws and regulations, CRMX and its successors and assigns shall, at all times, have exclusive control over and responsibility for all aspects involving maintenance or construction of the Sky Bridge; however, in no event shall such maintenance or construction increase the scope of the encroachment or easement described in this Agreement.

4. **Maintenance of Encroachment.** CRMX and WC covenant and agree to reimburse the City for any and all costs to repair damage to the Stillwater Building caused by CRMX or WC's maintenance, or lack of maintenance, of the Sky Bridge or the Encroachment Area. The City covenants and agrees to reimburse WC for any and all costs to repair any damage to the Sky Bridge caused by the City or the City's maintenance of the Stillwater Building.

   Neither party shall do or permit to be done any act or thing that would tend to jeopardize the structural, cosmetic, or architectural integrity of the Stillwater Building, the Sky Bridge, or the Stillwater Garage, nor shall they perform any act in relation to the Encroachment Area that would cause damage to any portion of the respective portions of the Sky Bridge or Stillwater Building.

5. **Security and Fire Suppression.** CRMX and its successors and assigns shall be responsible for all security, alarm systems, cameras, and fire suppression systems located in the Stillwater Garage and/or the Sky Bridge. All systems located within the Sky Bridge shall be independent of and from the Stillwater Building, with the exception of the fire suppression system which shall remain connected to the Stillwater Building. Accordingly, the alarms, cameras, data cables, electrical wiring, and other shared systems in the Sky Bridge shall not be connected to our operated from the Stillwater Building or any of the equipment or systems located in the Stillwater Building. CRMX shall remove and eliminate all connected systems between the Sky Bridge and the Stillwater Building, with the exception of the fire suppression system.

6. **Cost Reimbursement.** CRMX and its successors and assigns, including but not limited to WC, shall reimburse the City for its proportionate share of all costs of using and maintaining the fire suppression system that is part of the Sky Bridge. The proportionate share of costs to be paid by CRMX shall be determined by multiplying the total cost by a fraction, the numerator of which shall be the square footage of the Sky Bridge (98 square feet) and the denominator of which shall be the leasable square footage of the Stillwater Building (129,600 square feet) plus the square footage of the Sky Bridge (98 square feet). The City shall bill CRMX or its successor on an annual basis. The billing invoice shall itemize all costs included in calculation and the amount paid by the City and the amount to be paid by CRMX or its successor. CRMX or its successor shall pay the invoiced amount within forty (40) days of the invoice date.

7. **Control and Access to Stillwater Building.** The City shall have the exclusive right to limit or control access to the Stillwater Building through the Sky Bridge. The City may, in its sole and exclusive discretion, limit or prohibit access to the Stillwater Building through the Sky Bridge. Provided, however, the City shall generally keep the door between the Stillwater

Building and the Sky Bridge open during the City's normal business hours on days when the City is open for business in the Stillwater Building. The door from the Stillwater Building to the Sky Bridge shall be locked during those days and hours when the City Offices in the Stillwater Building are not open to the general public, including hours after closing, Saturdays, Sundays, and holidays. The City may lock the door to the Sky Bridge on a short-term basis for security, maintenance, or public safety purposes. Similarly, CRMX and its successors and assigns shall keep the door from the Sky Bridge to the Stillwater Garage open during general business hours when City offices in the Stillwater Building are open to the general public.

8. **Destruction or Damage of the Stillwater Building; Termination of Easement.** In the event the Stillwater Building is destroyed, damaged in a way that prevents occupancy, or razed, for any reason, the covenants, agreements, obligations, duties, or property interests, including easement interests granted to CRMX by this Agreement, shall terminate.

   If CRMX and its successors and assigns fail to properly maintain the Skybridge consistent with a first-class office building located in Billings, Montana, then the City may provide a notice of default to CRMX or the current owner of the Stillwater Garage Parcel the ("Maintenance Notice"). If CRMX or the current owner of the Stillwater Garage Parcel fails to cure the maintenance default within sixty (60) days of receiving the Maintenance Notice, the City may provide an additional notice of the City's intention to terminate this Encroachment Agreement and all easements upon thirty (30) days additional notice. If CRMX or the current owner of the Stillwater Garage Parcel fails to cure the default after receiving a second Maintenance notice, then the City may record a Notice of Termination with the two default notices attached. Upon the recording of the Default Notice, this Encroachment Agreement and all easements shall be terminated. In the event of termination, CRMX or the current owner of the Stillwater Garage Parcel shall cause the removal of the Skybridge within sixty (60) days and shall make all repairs to the Stillwater Building necessary or prudent to restore the integrity and appearance of the building. If CRMX or the current owner of the Stillwater Garage Parcel fails to timely remove the skybridge, the City may do so at the expense of CRMX or the current owner of the Stillwater Garage Parcel. In such event, CRMX or the current owner of the Stillwater Garage Parcel shall pay to the City 110% of the City's out of pocket costs plus interest from the date invoiced until paid at the legal rate of interest in the State of Montana.

9. **Easement and Covenants to Run with the Land.** Notwithstanding the foregoing provisions, the grant of the easements and covenants described herein shall run with the land and shall be binding on and shall inure to the benefit of the parties of this Agreement, and their respective successors or assigns.

10. **Indemnity.** Each of the parties agree to indemnify and to hold the other party harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to maintenance, repair, or access undertaken by the other party during the time this Agreement is in place. Neither party shall be required to indemnify the other party for such other party's intentional or negligent acts or omissions. Notwithstanding any other provisions contained herein, WC agrees that upon conveyance of the Sky Bridge by CRMX to WC, WC shall indemnify and hold harmless

CRMX, its members, agents and representatives from any further liability arising under the terms of the agreement including, but not limited to, the obligations set forth herein.

11. **Insurance.** CRMX and its successors and assigns, including but not limited to WC, shall maintain commercial general liability insurance covering (i) WC's liability with respect to the Sky Bridge; and (ii) any construction that WC may perform in connection with the Sky Bridge. Such insurance shall provide limits of not less than $1,500,000 general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian Sky Bridge, in compliance with City Resolution No. 18-10729. WC shall name the City as additional insured under the insurance policy and such policy shall provide thirty (30) days' advance written notice to the City of any cancellation or reduction in coverage.

12. **Negligent Acts or Omissions**. If the negligent acts or omissions of the owners, agents, or employees of CRMX, WC or the City cause damage to or destruction of the Stillwater Building, the Sky Bridge, or the Encroachment Area, then such negligent party shall bear the entire cost of repair or reconstruction caused by the negligent acts or omissions. If either party to this Agreement fails or refuses to pay its share, or all costs in case of any negligent act or omission, the other party may perform the required repairs or restoration and shall be entitled to seek contribution from the negligent party. The party performing the repairs shall be entitled to recover attorney's fees along with all further and additional relief afforded under the law.

13. **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 the City:	City of Billings c/o City Administrator PO Box 1178 Billings, MT 59101
Email:	kukulskic@billingsmt.gov
Phone:	406-657-8433

With a copy to (but which shall not constitute notice to the City)

	City of Billings c/o City Attorney PO Box 1178 Billings, MT 59101
Email:	dahlg@billingsmt.gov
Phone:	406-657-8205

To WC:	WC Commercial, LLC c/o Joseph W. Holden 5404 Bundy Road Worden, MT 59088
Email:	joe@holden7.com
Phone:	406-690-1394

With a copy to (but which shall not constitute notice to WC)

	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 CRMX:	CRMX-233, LLC c/o Max Hansen 8 South Idaho Street, Ste A. Dillon, MT 59725
Email:	maxh@accruit.com
Phone:	406-660-4206

With a copy to (but which shall not constitute notice to CRMX)

	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

Except as otherwise provided in this Agreement, the parties shall provide at least seven (7) days advance notice of any fact or circumstance affecting the terms and conditions of this Agreement, or where notice is otherwise required under this Agreement.

14. **Binding Effect**. This Agreement, and the terms, conditions and covenants described herein, shall be binding on and shall inure to the benefit of The City of Billings', CRMX-233,LLC, and WC's successors and assigns, and any person or entity that at any time hereafter shall become the owner of the Stillwater Building Parcel, the Stillwater Garage Parcel, and/or the Sky Bridge, or portion thereof.

15. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Montana.

16. **Attorney's Fees.** In the event it shall be necessary for any Party to place this Agreement in the hands of an attorney for the enforcement of any of such Party's rights hereunder or for the recovery of any monies due to any such owner hereunder, and if it is necessary for them to

bring suit for the enforcement of such rights or such recovery, the prevailing Party in such suits shall recover from the unsuccessful Party all costs of court, reasonable attorney's fees and any other relief authorized by law.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

18. **Severability.** Invalidation of any one of the provisions or covenants herein by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

19. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

DATED this ____ day of September, 2021.

[Signature Pages to Follow]

CRMX-233, LLC
By: Accruit Equity Acquisitions, LLC,
Sole Member

By: _____
Max A. Hansen
Its: Executive Vice President

STATE OF MONTANA)
: ss.
County of _____)

This instrument was acknowledged before me on this ____ day of September, 2021 by Max Hansen, known to me to be Executive Vice President of Accruit Equity Acquisitions, LLC, sole member of CRMX-233, LLC.

_____
Notary Public for the State of Montana

CITY OF BILLINGS, MONTANA

By: William A. Cole
Its: Mayor

STATE OF MONTANA)
County of Yellowstone)

This instrument was acknowledged before me on this ____ day of September, 2021, by William A. Cole, Mayor of **The City of Billings.**

Print Name:
Notary Public for the State of Montana
Residing at
My Commission Expires:

WC COMMERCIAL, LLC,
An Alaska limited liability company

By: Joseph W. Holden
Its: Member

STATE OF MONTANA)
County of Yellowstone)

This instrument was acknowledged before me on this ____ day of September, 2021, by Joseph W. Holden, Member of **WC Commercial, LLC.**

Print Name:
Notary Public for the State of Montana
Residing at
My Commission Expires:

EXHIBIT A – LOCATION AND SCOPE OF ENCROACHMENT

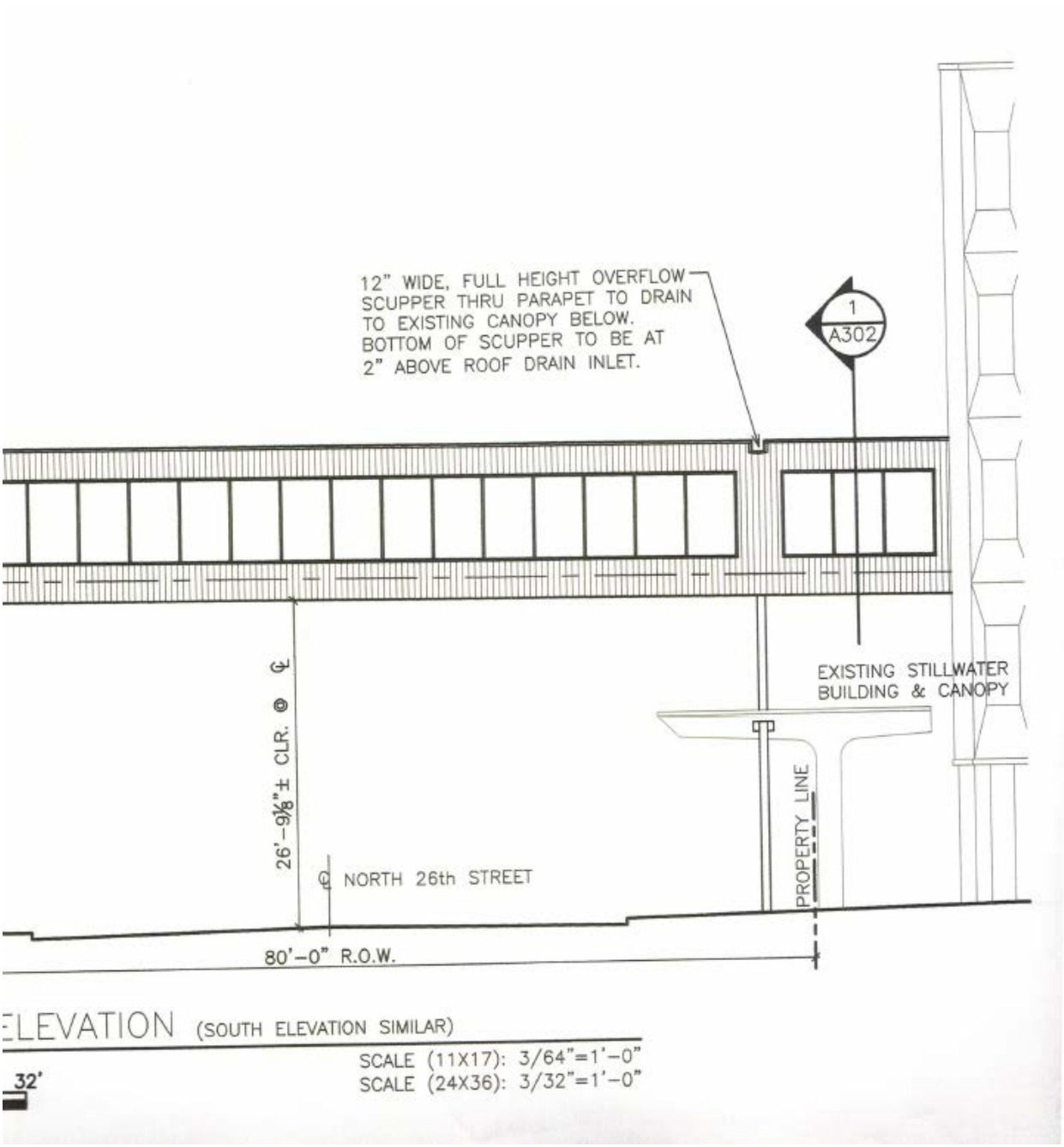


EXHIBIT B – LOCATION OF MUNICIPAL WATER HOOK-UPS FOR THE FIRE SYSTEM

EXHIBIT D – ASSIGNMENT AND ASSUMPTION OF LEASE 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 July 13, 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

EXHIBIT A
Legal Description

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.

LEASE FOR A PORTION OF THE THIRD FLOOR OF THE STILLWATER BUILDING

Parties

The parties to this lease agreement are WC Commercial, LLC (WC), lessor, and Yellowstone County (County), a political subdivision of the State of Montana, lessee.

Leased Property

The property to be leased is described as 17,395 contiguous square feet on the south side of the 3rd floor of the Stillwater Building (the building), located at 316 North 26th Street in Billings, Montana.

The leased property is currently a "shell space" and it is the intent of the parties that as part of the lease cost, WC will, at its sole expense, improve the leased portion of the property to provide for a "build to suit" layout. The office space will be of at least comparable quality now found in the Yellowstone County Courthouse and WC agrees to build the leased space as agreed upon by the County. The design of the office space shall conform to the diagram attached as Exhibit "B."

All building permits and permits of any kind that may be required to build the space to specifications by WC shall be the sole responsibility of WC.

WC further agrees that the office space shall be completed no later than May 23, 2018.

County Counter Space

The parties mutually acknowledge that that the County will supply its own furniture but that WC may utilize any current counters to comply with the requirements of the County. Removal of any current counters shall be conducted after WC first obtains approval from the County of such removal. WC acknowledges and agrees that all counter space will be installed no later than May 16, 2018, affording the County the opportunity to wire the counter space for County use.

Additional Considerations

The parties acknowledge and agree that County Commissioner pedestal space and sliding accordion doors in the Commission Chambers is part of the consideration being paid by the County and no additional charge shall be submitted by WC for these items.

Use of the Property

The property shall be used by the County for governmental and related functions.

Term and Option to Renew

This lease shall begin on May 23, 2018 and shall run for a period of seven (7) years. At the end of the 7th year, the County shall have the option to renew the lease for another three (3) years on the same terms as otherwise contained in this lease. The County can exercise this option with at least one hundred eighty (180) days written notice prior to the expiration of the lease term. Liquidated damages notwithstanding, the lease shall not begin until the leased space is reasonably ready for occupancy.

Rent

The parties agree that the rental price of the leased space shall be $15 per square foot per year and. Such rent shall annually be adjusted 3 % each year on January 1 of each year. The parties further acknowledge and agree that the County is leasing space in addition to its Request for Proposal, specifically an additional department and that this addition increases WC's costs in providing leased space. The parties agree that the County will pay WC an additional $75,000 at the time of substantial completion, representing compensation for these increased costs.

Rent shall be paid monthly. WC shall bill the County on January 1 of each year and show the monthly charges for the year on the invoice.

CAM's

The CAM shall initially be $6.02 per square foot as shown in the attached Exhibit "A." All of the CAM's, with the exception of the costs associated with "Major Maintenance" will be adjusted as to actual costs on January 1 of each year during the term of this lease. The costs associated with "Major Maintenance" shall be adjusted annually as to actual projected costs, but in no event shall the "Major Maintenance" portion of the CAM be increased more than 3% in any given year.

The CAM's provided shall exclude janitorial services of the leased property. The County shall provide its own janitorial services for the leased space. All common area janitorial services, as well as maintenance and repair, taxes and utilities, shall be the responsibility of WC and are part of the CAM.

The square footage used to calculate the rent and CAM shall be measured from the exterior windows to the center of the internal walls dividing the lease space from other tenants or common areas in accordance with the attached drawing.

Option to Expand

Should the County desire to lease additional space, so long as that space is available, it may lease additional space for the rent price otherwise provided for in this lease.

Time is of the Essence—Liquidated Damages

The parties agree that time is of the essence in all provisions contained in this Agreement. Specifically, WC acknowledges that two new District Court judges will be moving into space vacated by multiple County departments on January 2, 2019. That space must be renovated before the judges can move into the Courthouse. In order that the judges' space be ready in time, the County will need to begin renovation of the vacated space no later than May 23, 2018.

Should the space provided for in this agreement not be ready by May 23, 2018, the parties agree that the delay will result in a great increase in Contractors' costs to the County for its renovation of Courthouse space to meet its January 2, 2019 deadline. Therefore, WC agrees that should its lease space not be completed for occupancy by May 23, 2018, that WC shall pay to the County, as liquidated damages and not as a penalty, the sum of $2500 per day for each and every day that the leased space is not reasonably ready for occupancy.

WC agrees that the County may begin moving into the leased space one week prior to the commencement of this lease without further consideration from the County. Should the space become available prior to the agreed to date, the parties may agree to an earlier date, subject to a mutually agreed to price. However, the parties agree to abide by the terms listed in the section of this lease denoted as "Information Technology and Telephone Lines."

Information Technology and Telephone Lines

The parties acknowledge and agree that the County, at its sole expense, will install fiber optics and telephone lines and any other communication delivery systems into the building for County's exclusive use. WC agrees to provide space in the building in space other than leasable space or common area space for the running of these communication delivery systems at no charge to the County.

Recognizing that time is of the essence in moving County departments from the Courthouse to the leased space, and that installation of fiber optic, telephone and other communication delivery systems is an integral component of the timeframe involved, WC agrees to reasonably make available to the County, at no cost to the County, various locations within the building for the installation of such systems excluding leasable or common area space. County agrees such installation will not unreasonably interfere with any other operation or construction being performed by WC and that the placement of the lines will be subject to WC approval. County further warrants that any maintenance or repair of such lines will be the sole responsibility of the County.

Upon termination of this lease, unless the County purchases a fee interest in the building, the communication delivery systems within the building shall remain or be removed by the County upon request of WC, becoming property of WC. The County will terminate the connection into its communication system and WC shall have no property interest in the lines outside the building.

Server Room

As part of the leased space, the parties recognize the need for a server room to house County's hardware. The server room has to be designed as to strict climate control and air quality control standards. Any costs associated with construction and maintenance of the server room shall be the responsibility of the County. Provided, WC represents that the building air conditioning system has a redundancy which will help mitigate impacts of HVAC failure.

Peaceful Possession

The parties recognize that a major portion of the building will be unoccupied at the time the County moves into the leased space. The parties further recognize that the public will be the major user of the space and such things as public hearings and important public meetings will be held in the County's leased space. WC agrees to make reasonable attempts to mitigate interference. County understands that there may be inconvenience while construction is performed during normal business hours.

Maintenance

Unless otherwise provided for in this lease, the parties agree that all maintenance of the entire building, including the leased space, is included in the CAM and shall not be billed separately to the County. Any repairs to the property as a result of normal wear and tear shall be the responsibility of WC, but will be included in the CAM charges. Any damage to lease property that exceeds normal wear and tear, unless caused by WC or its agents or assigns, shall be the responsibility of the County.

The premises, including common areas open to the public, shall be thoroughly cleaned prior to the time that the County is allowed to move onto the leased space. County understands, however, that the building is under major renovation.

WC agrees to keep the building in first class operating condition during the term of this lease.

Janitorial Services and Grounds Maintenance

WC agrees to provide janitorial services five (5) days per week during non-business hours. This shall be included in the CAM. The County will provide its own janitorial services for its leased space.

Maintenance of the outside of the building and of the surrounding grounds shall be the sole responsibility of WC and is included in the CAM. The grounds shall be kept free of graffiti and trash at all times.

Building Security

Security cameras will be installed throughout the building in the common areas and the operating costs will be included in the CAM. It is agreed that because County fiber optics are being installed by the County, it anticipates using its own card entry system.

Utilities

The parties agree that all utility costs, excluding communication and data, are part of the CAM's and shall not be billed to the County.

Access to the Leased Property

The parties agree that the south entrance (3rd Avenue Side) to the building will afford controlled access for County personnel and that the County will provided secured access on its 3rd floor entrance. day or night. The east entrance (North 26th Street) will be a public entrance and will be accessible during normal business hours.

The County will provide key access into the building for its leased internal office space.

Liability and Casualty Insurance

The responsibility to insure the property and operations located on the leased premises shall be the County's responsibility. All other insurance for the building and its common areas shall be the sole responsibility of WC and is included in the CAM.

Official Notices

Any notices required pursuant to this lease shall be sent to the following:

1) County:
   Yellowstone County Board of Commissioners
   Box 35025
   Billings, MT 59107

2) WC:
   WC Commercial, LLC
   316 North 26th Street
   Billings, MT 59101
   Attn: Joseph W. Holden

Applicable Law

The parties agree that the terms of this lease do not fall within the provisions of the Montana Landlord and Tenant Act. The parties agree that this is a commercial lease and not a residential lease.

Compliance with the Law

WC agrees it will operate and design the building, both as to leased space and common areas, to comply with all state, federal and local laws, including but not limited to, zoning laws governing use and governing building permits and the Americans with Disabilities Act as amended.

Subleasing

Subleasing is allowed with the consent of WC in writing. Consent may not be unreasonably withheld. WC will allow subleasing of the lease space only for similar use. Should the sublease not cover the entire rent due and owing by the County at the time of the sublease, the County shall be responsible for the difference in rent owed by the County and paid by the subleasing party.

Modifications to Leased Space

The County may not make major modifications to the leased space except with the written consent of WC. Such consent may not be unreasonably withheld. Should the County make any permanent additions to the leased space or add any fixtures to the leased space, such additions or fixtures shall be removed by the County at the request of WC or become WC's property upon termination of the lease. Any cost of major modifications after the initial build-out will be the responsibility of the County unless otherwise agreed to by the parties.

Waiver

Should either party decline to enforce any of its rights afforded to it pursuant to this lease, such will not constitute a permanent waiver of such rights without the written consent of the other party.

Severability

Should any of the provisions of this lease be found to be unenforceable for any reason, it shall be stricken and the remaining provisions of the lease shall remain binding and in effect.

Entire Agreement
This lease agreement shall constitute the entire agreement between the parties, and any prior discussion, oral agreement or representation of any type shall not be binding on the parties. The parties specifically agree that this Agreement shall replace and rescind the Agreement signed by the parties on November 21, 2017.

Modification
Should the parties mutually agree to modify any provision of this lease, they may do so only with the express written consent of both parties.

Condominium
County understands and agrees that WC may convert the leased space to a Condominium. County agrees to execute any consent that may be required for such conversion, provided that such conversion shall not affect the terms of this lease.

Attorney's Fees
In the event of a breach of the terms of this lease, the party enforcing the lease terms shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

YELLOWSTONE COUNTY BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

DATED this 23rd day of January, 2018.

John Ostlund, Chairman

Denis Pitman, Member

Robyn Driscoll, Member

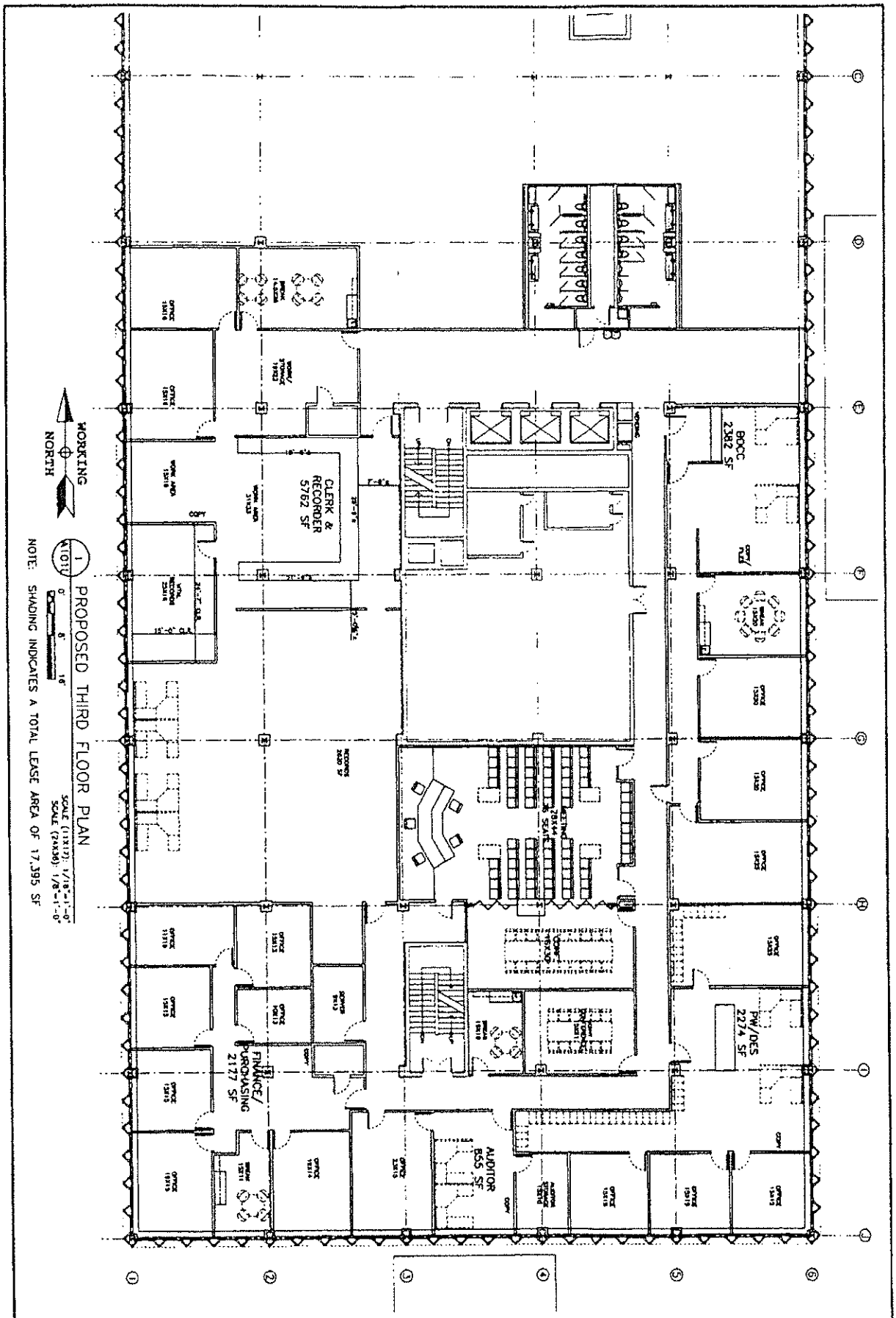
Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

WC COMMERCIAL, LLC

DATED this 23rd day of January, 2018

By: _____
Authorized Agent of WC Commercial, LLC



PROPOSED THIRD FLOOR PLAN

SCALE (11X17): 1/16"=1'-0"
SCALE (24X36): 1/8"=1'-0"

NOTE: SHADING INDICATES A TOTAL LEASE AREA OF 17,395 SF

Drawn By: RLB Checked By: RLB Date: XX-XX-2017 Project #: [illegible] Cadd file:		EEC ENGINEERS · ARCHITECTS · SURVEYORS · PLANNERS	EGGART ENGINEERING COMPANY 720 LOHWEST LANE BILLINGS, MT 59106 OFFICE: 406-839-9151 FAX: 406-839-9150 www.eecmt.com	STILLWATER BUILDING 3rd FLOOR IMPROVEMENTS YELLOWSTONE COUNTY 316 NORTH 26th STREET BILLINGS, MT 59101	PRELIM SHEET#: A101L

EXHIBIT "A"

CAM charges Stillwater building:

Taxes. Based on DOR estimate with building lease at $15/psf =$302,000 divided by 129,600 leasable sq. ft. = **$2.33 psf.**

Insurance. Quotes from Payne West with a value of $33,00,000 is $27,000 to $33,000 / 129,600 leasable sq. ft. = **$0.23 psf.**

Utilities.

Electrical $65,754 estimated / 129,600 = $0.50 psf.
Natural Gas $23,000 estimated/ 129,600 = $0.17 psf.
Water/Sewer $4,800 estimated/ 129,600 = $0.04 psf.
TOTAL $0.71 psf.

Normal Maintenance (labor and materials).

Mechanical systems to include boilers, chillers, fans, and store front doors. $45,000 / 129,600=$ 0.34 psf.

Elevators-materials/labor/inspections. $21,600/129,600 = $0.16 psf.
Store Front Doors/glass breakage and maintenance. $22,000/129,600 = $0.17 psf.
Security system maintenance and alarm system maintenance. $63,500/129,600 = $0.49 psf.
TOTAL $1.16 psf.

Major Maintenance (labor and materials).

Roofing every ten years $180,000/10/129,600 = $0.14 psf.
Elevators $70,000 every ten years/10/129,600 = $0.05 psf.
Mechanical Systems $60,000 every ten years /10/129,600 = $0.04 psf.
Miscellaneous $8,000 per year/129,600 = $0.06 psf.
TOTAL $0.29 psf.

Cleaning services for common areas $50,000 per year
Snow Removal $20,000 per year
Landscape Maintenance $18,000 per year Total/129,600 **=$0.68 psf.**
Property Management $20,000 and Security Officer $60,000 /129600 = **$0.62 psf.**

City Council Regular

Date:	09/27/2021
Title:	A Resolution Establishing A Citizen Police Advisory Board
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes

RECOMMENDATION

Staff recommends the City Council approve the Resolution establishing a Citizen Police Advisory Board.

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

The Resolution is a result of an initiative Council passed May 24, 2021, to re-establish a Citizen Police Advisory Board. The resolution has been reviewed by Chief St John, ACA Kevin Iffland, Council Women Ronning, Kari Boiter and Tom Rupsis. Kari Boiter and Tom Rupsis were heavily involved in Council Women Ronning's initiative.

Per the initiative, the Citizen Police Advisory Board will focus on four key areas:
1. Recruitment, retention, and workplace diversity;
2. Crime prevention and diversion;
3. Community support and engagement; and
4. Data collection and analysis.

ALTERNATIVES

City Council may:

- Approve Resolution Establishing A Citizen Police Advisory Board; or,
- Not Approve the Resolution Establishing A Citizen Police Advisory Board and provide staff with further direction if needed.

FISCAL EFFECTS

Staff will provide support to the new board, managing meetings, agenda's and minutes. If successful, this work will be more than offset, as the police department excels in the areas the board is responsible for assisting in.

SUMMARY

The Resolution is consistent with the Council's approved initiative from May 2021. See the attached draft resolution and Council initiative.

Attachments

CPAB Resolution
Council Initiative

RESOLUTION 21-_____

A RESOLUTION ESTABLISHING A CITIZEN POLICE ADVISORY BOARD

WHEREAS, the City of Billings Vision Statement is: The Magic City - A diverse, welcoming community where people prosper and business succeeds; and

WHEREAS, the City of Billings has identified Integrity, Collaboration, Service and Stewardship as the organization's Core Values; and

WHEREAS, the Mission of the Billings Police Department is to improve quality of life through a customer service, problem-solving partnership with the community; and

WHEREAS, on May 24, 2021 the Mayor and City Council approved an Initiative directing the City Administrator to prepare a Resolution to re-establish a Citizen Police Advisory Board to assist the Chief of Police, City Administrator, and City Council with four key objectives of recruitment, retention, and workforce diversity; crime prevention and diversion; community support and engagement; data collection and analysis; and

WHEREAS, the 2021 Police Operations and Data Analysis Report from the Center for Public Safety Management suggests a comprehensive, long-term improvement plan for the City and the Billings Police Department, and a Citizen Police Advisory Board can help develop recommendations that are intended to form the basis for such a plan; and

WHEREAS, the 2021 Police Operations and Data Analysis Report from the Center for Public Safety Management indicates a need to work collaboratively with community members to address the conditions that foster crime; and

WHEREAS, the 2020 Annual Report for the Billings Police Department outlines strategic goals that include more efficient service delivery, an improved sense of safety in our community, and developing and strengthening partnerships.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, THE CREATION OF A CITIZEN POLICE ADVISORY BOARD.

1. CREATION. There is hereby created a seven (7) member Citizen Police Advisory Board whose members will be appointed by the Mayor and confirmed by the City Council.

Additionally, up to two (2) ex-officio representatives of City departments, may be appointed by the City Administrator.

2. DURATION. The Board shall expire at the end of four(4) years or when the Board members determine by majority vote that their work has been completed, whichever comes first.

DRAFT

3. APPLICATION PROCESS. Citizen members shall apply to serve on the Board and must indicate their qualifications in the fields of crime prevention and/or the key issue areas outlined in the duties of the Board.

4. APPOINTMENT TERMS. Five (5) citizen members shall be appointed to four-year terms beginning on November 1, 2021.

5. APPOINTMENT OF SUBJECT MATTER EXPERTS. In addition to five (5) citizen members serving four-year terms, two (2) members from the following coalitions shall be appointed annually:

a. Yellowstone County Continuum of Care; and
b. Yellowstone County Substance Abuse Connect.

6. ALLOCATION OF STAFF TIME. City staff shall be allocated to assist with coordination of meetings, objectives, and activities of the Board, including but not limited to Board facilitation, internal and external communications, and administrative duties.

7. BOARD ORGANIZATION. The Board, upon creation, shall adopt bylaws providing for meeting schedules, officers and their election, and other appropriate conditions for the conduct of its members.

8. DUTIES OF THE BOARD. Members will examine and make recommendations to the Chief of Police, City Administrator, and City Council on the following key objectives:

a. Recruitment, retention, and workplace diversity;
b. Crime prevention and diversion;
c. Community support and engagement; and
d. Data collection and analysis.

9. REPORTS TO CITY COUNCIL. The Board shall report its findings and recommendations to Chief of Police, City Administrator and City Council on an annual basis.

APPROVED AND ADOPTED this ___ day of ___, 2021.

THE CITY OF BILLINGS

BY: _____ William A. Cole, Mayor

ATTEST: _____ Denise Bohlman, City Clerk

DRAFT

COUNCIL INITIATIVE PROPOSAL FORM

City Code Sec. 2-214(14). *Council Initiatives. This section of the agenda is reserved for individual councilmember requests for future legislative or staff action. These shall be limited to giving direction to staff to assist in formulating policies, work plans, etc. for future consideration of the city council. An initiative moves forward by majority vote of the city council.*

COUNCIL MEMBER PROPOSING INITIATIVE: PENNY RONNING

SHORT NAME OF INITIATIVE: CITIZEN POLICE ADVISORY BOARD

SUMMARY OF PROPOSED LEGISLATIVE OR STAFF ACTION: (Please be as specific as possible. Indicate if action may be divided into steps or phases.)

1. Direct City Administrator to form a committee made up of CPAB Steering Committee members, city council members, and appropriate City staff to develop resolution language that would re-establish a Citizen Police Advisory Board with the CPAB having the following four key objectives:
   a) Recruitment, retention, and workplace diversity; b) Crime prevention and diversion; c) Community support and engagement; d) Data collection and analysis.
2. Committee to present proposed resolution to City Council at a work session to facilitate feedback.
3. Public hearing for resolution adoption.

CITY STAFF OR DEPARTMENT DIRECTED TO TAKE ACTION: City Administration

HAS COUNCIL MEMBER MAKING INITIATIVE COMMUNICATED WITH THESE STAFF MEMBERS (OR DEPARTMENT HEAD) ABOUT THE INITIATIVE? YES

ESTIMATE OF APPROXIMATE STAFF TIME REQUIRED: TBD.

APPROXIMATE TIMELINE FOR STAFF/DEPARTMENT ACTION: TBD. Recommendation: up to 2 meetings of above-mentioned group to refine proposed DRAFT resolution language. Present DRAFT resolution for public hearing and city council vote by end of July and CPAB members approved by September 1, 2021.

COSTS OTHER THAN STAFF TIME, IF ANY: None

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR): Public Safety priority related

ADDITIONAL INFORMATION OR COMMENTS: A prior Citizen Police Advisory Board existed under Chief Rich St. John's direction. In June 2020, a citizen lead CPAB Steering Committee began meeting with City Staff including CA Kukulski, ACA Iffland, Chief St. John, former City Attorney Brent Brooks, and 8 others. Meetings also included members of city council and the current volunteer Police Commission. Along with almost 11 months of facilitated discussions, presentations by City staff, and reading material about the function of CPAB's throughout the country, members of the Steering Committee also spent time learning from staff from the City of Eugene, OR regarding their Cahoots program and their CPAB. Using the data gathered from the Center for Public Safety Management analysis and the National Police Services Survey and the many months of dedicated volunteer meeting time previously described, this initiative expands upon the prior Board's function, purpose, and goals (see above for key objectives).