

****ATTENTION****

The City Council meeting will be held in a hybrid format that may include both in-person AND virtual attendance via Zoom. Unless they have cause to appear virtually, Councilmembers will attend the meeting in person in Council Chambers, second floor of City Hall, 220 N. 27th Street. In order to honor the Right of Participation and the Right to Know in Article II, Sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
 - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)*
 - Online at www.com7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
 - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
 - In-Person.
 - Virtually via Zoom (see the link below).

Citizens may submit public comment via the following methods:

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- Email: Council@billingsmt.gov.
 - Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- Attend the meeting in person.
- Attend the meeting virtually through Zoom by entering the Webinar ID and Passcode indicated below. Click on *Zoom Meeting Instructions* and *Zoom Hybrid Meeting Details* below for more information. The link will allow you to attend, view and participate in the meeting on your computer, laptop or smart phone. (You must have the Zoom App on your device [Click Here to Download Zoom App](#)) To provide public comment at the appropriate time, click on the "raise hand" icon located at the bottom of the screen and the moderator will unmute your device.
 - **Don't have a smart phone, computer or laptop?** That's okay -- you can attend a Zoom meeting using your **landline phone**. Call the Zoom phone number, **1.253.215.8782** to join the meeting and follow the operator's instructions. Want to give public comment? Simply "*raise your hand*" by pressing *9 and the moderator will give you permission to speak when it is your turn. **Note this is a long distance toll number and charges may apply depending on your plan.*
- Click Here for [City Council Zoom Hybrid Meeting Details and Schedule](#)
- Click Here for [Zoom Meeting Instructions for Attendees \(as guests\)](#)

Webinar ID: 885 8871 0015

Passcode: 262766

Or join by phone: US: +1-253-215-8782

Please contact Denise Bohlman, City Clerk, at bohlmand@billingsmt.gov, or at 406.657.8210, with any questions.



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

AGENDA

COUNCIL CHAMBERS

APRIL 11, 2022

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Choriki

ROLL CALL: Councilmembers present on roll call were: Shaw, Gulick, Neese, Owen, Joy,
 Choriki, Tidswell, Purinton, Boyett, Rupsis

MINUTES:

- March 14, 2022
- March 28, 2022

COURTESIES:

PROCLAMATIONS:

- Billings Great American Cleanup Month
- Child Abuse Prevention Awareness Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **W.O. 22-08: Central Park Tennis Court.** (Opened 3/8/22) Recommend rejecting bid.
2. **W.O. 22-20: Water Treatment Plant High Service Pump Station HVAC.** (Opened 3/22/22) Recommend Empire Heating and Cooling; \$254,900.

B. **Agreement** with Yellowstone County Sheriff's Department to provide FY2023 data processing services.

C. **Professional Services Agreement** for Law and Justice Center/City Hall Construction Manager at Risk with Dick Anderson Construction; not to exceed \$18,750.

D. **Professional Services Agreement** for Debt and Lease Management Software with Fifth Asset Inc, d/b/a DebtBook; \$15,000 annually.

- E. **Professional Services Agreement** for W.O. 22-37: Landfill Drop-Off Building Repairs with HDR Engineering; \$145,000.
- F. **Amendment No. 1, W.O. 22-10: Alkali Creek Water and Sewer Extension**, Professional Services Agreement, Morrison-Maierle, Inc.; \$299,975.
- G. **Donations** to Billings Public Library from Yellowstone Valley Audubon Society, \$158.98; Howard Hughes Medical Institute, \$1,000; and Humanities Montana, \$1,000.
- H. **Second/Final Reading Ordinance** amending Billings, Montana City Code, Article 13-1100, Revolving Loan Program.
- I. **Second/Final Reading Ordinance** expanding Ward IV (Annexation 22-03): a parcel located south of Grand Avenue and 60th Street West.
- J. **Bills for the Weeks of:**
 - 1. March 7, 2022
 - 2. March 14, 2022

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

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code, Sections 2-580 through 2-587, Public Works Board. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
 - *Presented by: Debi Meling, Public Works Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve and amend Billings, Montana City Code, Sections 2-580 through 2-587, on first reading, as recommended by staff.
- 3. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1010:** a zone change located at 2204 Bench Boulevard. Michael Haaland, owner; Lucas Haaland, agent. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of the Zoning Commission recommendation.) * **Quasi-Judicial**
 - *Presented by: Karen Husman, Planner*

Recommended Motion: Having conducted two public hearings, considered written and spoken testimony, I move to approve the second reading for Zone Change 1010 and adopt the findings of the 10 criteria, as approved by City Council on first reading March 28, 2022.
- 4. **PUBLIC HEARING AND SECOND/FINAL READING ORDINANCE FOR ZONE CHANGE 1011:** a zone change located south of Grand Avenue and 60th Street West. Buffalo Crossing, LLC, owner; WWC Engineering, agent. Zoning Commission recommends approval and adoption of the 10 criteria. (Action: approval or disapproval of Zoning Commission recommendation.) * **Quasi-Judicial**
 - *Presented by: Nicole Cromwell, Zoning Coordinator*

Recommended Motion: Having conducted two public hearings, considered written and spoken testimony, I move to approve the second reading for Zone Change 1011 and adopt the findings of the 10 criteria, as approved by City Council on first reading March 28, 2022.

5. **PUBLIC HEARING AND RESOLUTION** authorizing the disposal of nine parcels and donation of three parcels of parkland located in Terrace Estates Subdivision, 3rd Filing. Staff recommends approval. (Action: approval or disapproval of staff recommendation.) * **Quasi-Judicial**

- *Presented by: Mike Whitaker, Parks and Recreation Director*

Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve a Resolution authorizing the disposal and donation of parkland located in Terrace Estates Subdivision, 3rd filing, 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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*\* **Quasi-Judicial** -- Caution must be exercised concerning any potential ex parte communications with interested parties. This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.*

**City Council Regular**

**Date:** 04/11/2022  
**Title:** W.O. 22-08, Central Park Tennis Court, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Not Applicable

**RECOMMENDATION**

Staff recommends the City Council reject the one bid received for W.O. 22-08, Central Park Tennis Court.

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

W.O. 22-08, Central Park Tennis Court, is intended to replace four existing tennis courts in-kind and associated fencing at Central Park. These tennis courts have reached the end of their useful life and have been closed since 2018 due to unsafe playing conditions. One of the four new tennis courts is planned to be configured to be used as both tennis and pickle ball.

In addition to the tennis court replacement, ADA parking is planned to be added as well as sidewalk from the tennis court to the bathrooms for about 180 feet to the south of the tennis courts. Currently, there is no ADA parking or sidewalk from the tennis court to the bathroom facilities. Lastly, court lighting was included as an additive alternate to the project.

The project was advertised on February 11, February 18, February 25, and March 4, 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on March 8, 2022, and one bid was received. The Good Earth Works Co. Inc. submitted the only responsible bid.

**ALTERNATIVES**

The Council may:

- Reject the bid. This will allow Engineering and Parks Department staff to re-evaluate the project, determine alternate and additional funding sources, and bid at a more favorable time.

**FISCAL EFFECTS**

The following bids were received:

| Contractor                    | Base Bid     | Additive #1:<br>Bonded/Coated<br>Fencing | Additive #2:<br>Lighting | Additive #3:<br>Fencing<br>Sleeves |
|-------------------------------|--------------|------------------------------------------|--------------------------|------------------------------------|
| The Good Earth Works Co. Inc. | \$756,760.00 | \$40,865.00                              | \$130,000.00             | \$4,500.00                         |

The project was budgeted in FY22 using \$500,000 of approved City of Billings Parks and Recreation funds, as well as \$147,420 from an approved Land Water Conservation (LWCF) Grant. The total amount budgeted was \$647,420. The budget amount less approximately \$50,000 of costs from design consulting fees, geotechnical evaluation, and surveying, puts the project base bid about \$150,000 over budget. The bid was high because of an unfavorable bidding environment, primarily due to area contracting capacity. Parks staff has applied for an additional \$100,000 LWCF Grant and is awaiting the outcome of that award.

**City Council Regular**

**Date:** 04/11/2022  
**Title:** W.O. 22-20 Water Treatment Plant High Service Pump Station HVAC, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Yes

**RECOMMENDATION**

Staff recommends the City Council award a contract for W.O. 22-20, Water Treatment Plant High Service Pump Station HVAC Procurement, to Empire Heating and Cooling in the amount of \$254,900.

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

During the summer of 2021, the electrical room and pump room inside the High Service Pump Station (HSPS) at the Water Treatment Plant (WTP) experienced more than 60 consecutive days of temperatures inside the pump station exceeding 90 degrees, and a few days in excess of 100 degrees. Optimal operating temperature for the equipment in these rooms is 75 to 85 degrees, so continual long-term operation in these conditions could be very detrimental. The equipment life could be shortened, or worse, the equipment could potentially fail, resulting in the City having great difficulty meeting summer water demands.

Overly high outside temperatures contributed to these conditions, and the existing cooling units in the basement of the HSPS were not able to maintain sufficient cooling inside the electrical room or pump room. The existing cooling units are believed to be original to when the building was constructed in 1976, so they are near the end of their useful life. They are undersized to handle equipment expansions that have been constructed inside the HSPS over the past 45 years, and they are inefficient relative to current industry cooling standards. Approximately one-half of the coils in these units are either damaged, and replacement parts are no longer available from the manufacturer, so they would have to be custom-made. W.O. 22-20 WTP HSPS HVAC Procurement will provide for the purchase and acquisition of two new rooftop air chiller units (RTU) to replace the aged existing units.

The new units are physically smaller and have a higher cooling capacity and efficiency than the existing units. The units will be installed under a separate construction contract later this year. Procurement is being conducted prior to installation due to extended lead times for the units, so design and bidding of the installation can be performed while the units are being fabricated.

The procurement was advertised on March 4, March 11, and March 18, 2022, in the *Yellowstone County News* and on the City's website. Bids were opened on March 22, 2022, and three bids were received. Empire Heating and Cooling submitted the lowest, responsible bid.

**ALTERNATIVES**

The Council may:

- Award W.O. 22-20, Water Treatment Plant High Service Pump Station HVAC Procurement, to Empire Heating and Cooling in the amount of \$254,900; or
- Not award a contract and reject all bids. If the procurement is not awarded, the City could risk the chance of not being able to acquire the chilling units needed to provide adequate cooling to the HSPS by the summer of 2023, which could lead to adverse operating conditions and negatively impact the ability to meet summer water demands.

**FISCAL EFFECTS**

The following bids were received:

| Contractor                 | TOTAL LUMP SUM BID |
|----------------------------|--------------------|
| NorPac Sheet Metal         | \$285,000.00       |
| Apex Mechanical, LLC       | \$260,000.00       |
| Empire Heating and Cooling | \$254,900.00       |

This project was budgeted in FY22 using Water funds and there is sufficient budget to award the contract.

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**City Council Regular**

**Date:** 04/11/2022  
**Title:** City of Billings/Yellowstone County Agreement to Provide Law Enforcement Data Processing  
**Presented by:** Rachel Guaragliar  
**Department:** Information Technology  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends that the City Council approve the agreement to provide FY2023 computer access, disk storage, computer and data processing services for the Yellowstone County Sheriff's Department in the amount of \$152,316.

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

The City of Billings has contracted with Yellowstone County Sheriff's Department for over 22 years to provide application hosting services including servers, storage, security, software maintenance, and support for the Public Safety Software that they use in their offices, patrol cars and in the County Jail. Under an annual agreement, Information Technology bills the Sheriff's Office for the actual resources that were used in the prior calendar year. Council is being asked to approve the FY 2023 agreement in the amount of \$152,316.

**ALTERNATIVES**

City Council may:

- Approve; Approve the annual agreement with Yellowstone County Sheriff's Office Department
- or,
- Not Approve the annual agreement

**FISCAL EFFECTS**

The annual charge for July 1, 2022, through June 30, 2023, is \$152,316. Information Technology is an internal service fund, whose budget is dependent on charging customers for the services that it provides.

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**Attachments**

Sheriff Agreement

AGREEMENT - Fiscal Year 2023

This Agreement between the Yellowstone County Sheriff, hereinafter called the "SHERIFF", and the City of Billings, Montana, hereinafter called the "CITY".

WITNESSETH:

Whereas, the SHERIFF is desirous of using the CITY's Computer Facility to support their existing law enforcement data processing requirements; and

Whereas, the CITY maintains and operates a Computer Facility with appropriate capabilities, capacity and security; and

Whereas, the CITY is willing to allow the SHERIFF to have access to the Computer Facility at all normal operating times which are seven (7) days a week, twenty-four (24) hours a day except for necessary back-ups and maintenance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS between the parties hereto, it is mutually agreed that:

1. The CITY will provide to the Yellowstone County Sheriff's department the following described computer access, disk storage, computer processing, system/data backups, and maintenance support to support their existing Law Enforcement data processing system:
  - A. Communication capabilities allowing 24 hr computer access;
  - B. On-site & Off-site disk storage shared with Billings Police Dept.;
  - C. Computer processing, program maintenance, operations to support data processing system, system replication & backups, disaster/recovery services;
2. The SHERIFF agrees to pay CITY the sum of One Hundred and Fifty-Two Thousand, Three Hundred and Sixteen (\$152,316) specified in Paragraph Three below. This charge is based on actual computer usage for the period of January 1, 2021 thru December 31, 2021.
3. This Agreement shall be in effect for twelve (12) months beginning July 1, 2022, and continuing until June 30, 2023.
4. Payment shall be made in two (2) equal installments of \$76,158. The first installment is due and payable on or before October 20, 2022, and the second is due and payable on or before April 15, 2023.

AGREEMENT DATED \_\_\_\_\_

YELLOWSTONE COUNTY

CITY OF BILLINGS

BY: \_\_\_\_\_  
Sheriff Mike Linder

\_\_\_\_\_  
Mayor William A. Cole

\_\_\_\_\_  
Chair, County Commissioners

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

ATTEST: \_\_\_\_\_  
Clerk and Recorder

\_\_\_\_\_  
City Attorney

Approved as to Form:

\_\_\_\_\_  
County Attorney

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Law and Justice Center/City Hall Construction Manager at Risk (CMAR) Contract  
**Presented by:** Iverson Jessica  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review** Yes

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**RECOMMENDATION**

Staff recommends Council approve a Construction Manager at Risk (CMAR) contract to Dick Anderson Construction for pre-construction services not to exceed \$18,750, and construction services for cost plus 4.25% mark up and 4.25% change order mark up.

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

On February 28, 2022, the City Council approved resolution 22-11026 authorizing City Staff to utilize an alternative project delivery method for the New City Hall remodel project. The Facilities Division solicited a Request for Proposals and received 4 proposals. A selection committee narrowed down the respondents to their top two by scoring the proposals in the following categories, per the RFP:

- Firm History & Experience
- Financial Health
- Key Project Staff
- Approach to the Project

The top two firms were invited to interview in person with City Staff. The RFP committee selected Dick Anderson as their top choice based on their presentation and responses to interview questions.

Upon approval of the proposed contract, Dick Anderson will work with City Staff and the design team to provide pre-construction services, which includes multiple rounds of cost estimating for budgeting purposes, contractibility design review, and value engineering suggestions during the design phase. The advantage to this type of delivery method is the ability to design for the budget and cost-savings from the beginning of the project instead of finishing the plans, bidding it, and then having to redesign or eliminate scope if the bids come in over budget.

After the design is completed, Dick Anderson and the City will negotiate a Guaranteed Maximum Price (GMP) for the construction of the project. Dick Anderson will then serve as the General Contractor and manage the construction of the project. The GMP amendment will be approved by Council at a future meeting.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

The costs for pre-construction services will be paid by Facilities out of City Hall funds. Construction services will be funded by the General Fund and department funds.

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**Attachments**

CMAR Contract with Dick Anderson Construction

 **AIA**® Document A133™ – 2019

**Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the [ ] day of [ ] in the year Twenty Twenty-Two

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

City of Billings  
PO Box 1178  
Billings, MT 59103  
406.657.8271

and the Construction Manager:  
(Name, legal status, address, and other information)

Dick Anderson Construction, Inc.  
P.O. Box 31511  
Billings, MT 59107  
406.248.3700

for the following Project:  
(Name, location, and detailed description)

City of Billings Law and Justice Center/City Hall Remodel  
316 N 26<sup>th</sup> St  
Billings, MT 59101  
Approximately 100,000sf interior renovation and fit-out of the Stillwater Building for multiple City of Billings departments

The Architect:  
(Name, legal status, address, and other information)

Johnson Laffen Galloway Architects, Ltd.  
416 E Main Ave  
Bismarck, ND 58501  
701.989.7723

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Detailed program will be developed during Phase 1 in consultation with the owner and design team.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Approximately 100,000SF build-out of the Stillwater Building in Downtown Billings, MT for City of Billings Offices and Municipal Court. The project will first confirm the program and priorities, then establish a masterplan approach that will consolidate City services within the building. The Stillwater Building consists of 5 levels above grade, a basement garage, and a mechanical sub-basement. The building is vacant with the exception of approximately 17,000 sq ft of tenant space on the third floor. Some level of renovation is expected on all levels. The basement level parking area can be utilized for

construction staging during the project. There will be approximately 30-35,000 SF of unprogrammed space remaining in the building.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
(Provide total and, if known, a line item breakdown.)

The total project budget is approximately \$16.1 million in construction, soft costs, and contingencies. Final project budget to be determined upon completion of Phase I with consultation of design team, Construction Manager, and owner.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase I:

- Schematic Design: Feb 1 2022 – April 29, 2022

Phase II:

- Design Development: May 2, 2022 – July 1, 2022

Construction Documents: July 4, 2022 – Sept 30, 2022

.2 Construction commencement date:

TBD, Fall 2022

.3 Substantial Completion date or dates:

TBD in consultation with owner. Substantial Completion date will be identified in a future contract amendment

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

TBD, depending on project scope, schedule goals, and owner coordination.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD in Schematic Design

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Init.

Jessica Iverson, Building and Facilities Manager  
PO Box 1178  
Billings, MT 59103  
[iversonj@billingsmt.gov](mailto:iversonj@billingsmt.gov)  
406.657.8271

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

John Caterino, Facilities Superintendent  
PO Box 1178  
Billings, MT 59101  
[caterinoj@billingsmt.gov](mailto:caterinoj@billingsmt.gov)  
406.855.8454

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

Nick Lippert, AIA  
301 2<sup>nd</sup> St E, Suite A  
Williston, ND 58801  
[nlippert@jlgarchitects.com](mailto:nlippert@jlgarchitects.com)  
701.609.5312

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

AJ Harmon, Project Manager  
Dick Anderson Construction, Inc.  
P.O. Box 31511  
Billings, MT 59107  
406.860.1938

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

Init.

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

#### 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 1.1.14.B and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 1.1.14.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 prepare an invite to bid and bid packages. The GC/CM will publically advertise the project and make drawings and specifications available to all interested subcontractor(s)/supplier(s). GC/CM will evaluate low bidders and provide their recommendation to Owner based off of subcontractors(s)/supplier(s) pricing and qualifications. GC/CM has the right to reject any low subcontractor(s)/supplier(s) bid.

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or

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oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

## **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct weekly meetings, or as directed by the Owner, with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update an estimate of the Cost of the Work with increasing detail and refinement at the following intervals: 100% Schematic Design, 100% Design Development, and 50% Construction Documents. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction, at 50% and 90% Construction Documents. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Construction Manager will utilize Procore as its digital project information management system.

Construction Manager shall provide a BIM model for construction coordination and verification, and shall deliver the final BIM model to the owner at the completion of the project. Owner acknowledges and agrees that any BIM model is based upon information furnished to Construction Manager by third-party design professionals or service providers, and Owner agrees: (1) that Construction Manager is not responsible for any errors, omissions, conflicts, or other deficiencies in information provided by such third-parties; (2) that Construction Manager's use of third-party information is solely for the purpose of BIM modeling for the Construction Manager's coordination of the Work and not to provide any design or other professional service; and (3) that Construction Manager disclaims all warranties, express or implied, relating to any BIM modeling under this Agreement

**§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

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- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Construction Manager's contingency, which is a sum established by Construction Manager to cover additional development of plans and specifications and unforeseen costs which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order or are not a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. The contingency may be used by Construction Manager for such reasons as scope gap, costs to expedite materials or accelerate performance to make up for delays that are the responsibility of Construction Manager, unforeseen general conditions expense, subcontractor buy-out errors by Construction Manager, subcontractor default, liens, or other reason or cause unrelated to a Change in the Work or unrelated to an event for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. Construction Manager will not be required to use its contingency for items that are the basis for a Change Order or for a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement, including (without limitation) Owner-directed changes, insufficient coordination of or deficiencies in design documents, unforeseen or differing site conditions, tariffs, delay events beyond the control of Construction Manager (per § 8.3.1 of the General Conditions), increased costs due to epidemics/pandemics, increased costs due to a declared state of emergency, and failure of subcontractors or suppliers to honor quotes during the buy-out process. Any contingency remaining at the end of the Project shall be returned to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Fee not to exceed (\$18,750.00) eighteen thousand, seven hundred fifty dollars and no cents.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

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**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six ( 6 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

At the rate established in M.C.A. § 28-2-2014!

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)*

Cost plus (4.25%) Four Percent

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

Cost plus (4.25%) Four Percent

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Liquidated damages shall be assessed to the CM/GC for not meeting agreed upon project deadlines, as defined in an Amendment to this Agreement.

Liquidated damages shall be assessed as follows:

- (\$500) Five hundred dollars per calendar day for each of the first (7) seven days past the agreed upon project completion date.
- (\$1,000) One thousand dollars per calendar day for the next (14) fourteen days past the initial (7) seven days.

(\$2,000) Two thousand dollars per calendar day for each day beyond the initial (21) twenty-one days.

**§ 6.1.7 Other:**

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 6.2 Guaranteed Maximum Price**

**§ 6.2.1** The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner except as provided under Article 6.2.2.

**§ 6.2.2 MATERIAL COMMODITY PRICES.** Industry suppliers providing essential materials to the Project may experience significant, industry-wide economic fluctuation during the performance of this Agreement. This Section provides for a fair allocation of the risk of such market conditions between the Owner and the Construction Manager. The Construction Manager shall maintain a contingency included within the Contract Sum to be used to cover such potential cost increases. Within the overall project budget, the Owner shall maintain a contingency to increase the Contract Sum due to cost increases.

- .1 BASELINE PRICES.** The Construction Manager's Guaranteed Maximum Price will be based upon market prices for materials as of the date of the Guaranteed Maximum Price Amendment ("Baseline Price"). The Construction Manager shall attach to the Amendment documentation of the Baseline Price on the supplier/subcontractor's letterhead indicating the quantity and unit prices used to establish the Baseline Price for each material, equipment, fixture, or element of the work that may potentially be subject to market volatility.
- .2 CHANGES IN BASELINE PRICES.** After the GMP is provided, the Construction Manager shall endeavor to secure the lowest possible prices including procuring materials from other sources. Should the Baseline Price of any materials documented and attached the GMP in accordance with paragraph .1 above experience an increase (or decrease) in their Baseline Price due to market volatility or reasons outside of the Construction Manager's control, the Construction Manager shall immediately notify the Owner in writing requesting a determination of how the increase (or decrease) is to be accounted for within the Schedule of Values and, if an adjustment to the Contract Sum is required. Prior to ordering materials, the Owner and Construction Manager shall mutually agree in writing to cover the cost change using one of the following methods:
  - a) The cost increase (or decrease) shall be covered by allocating a portion of the Construction Manager's contingency by adjusting the Schedule of Values and not changing the Contract Sum.
  - b) The cost increase shall be evenly split between the Construction Manager and Owner—with 50% paid for by the Construction Manager and 50% paid by the Owner from the contingency controlled by the Owner. The Contract Sum shall be increased by 50% of the cost increase following the Change Order process as provided in Article 7 of the General Conditions.
  - c) The Contract Sum shall be increased by the full value of the cost increase following the Change Order process as provided in Article 7 of the General Conditions paid by the Owner from the contingency controlled by the Owner.

For all methods, the Construction Manager shall provide appropriate documentation substantiating the cost adjustment. Documentation shall include subcontractor/supplier invoices with quantities and unit costs. Should the method require a change to the Contract Sum, documentation shall also include a summary calculation of Construction Manager's fee based solely on the amount of change to the Contract Sum.

**§ 6.2.3** The GMP is based on commencing work no later than the date set forth in the GMP proposal. If the Construction Manager is unable to commence work by the date set forth in the GMP proposal, through no fault of its own, the Construction Manager will be entitled to an adjustment in the GMP and the Contract Time for any costs increases or delays attributable to the delay in commencement, as well as a daily extended duration fees set forth in the General Conditions.

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### **§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** In lieu of the Construction Manager compiling and submitting payroll and cost information regarding its actual labor costs, including: (a) wages of construction workers, off-site shop workers, supervisors, and administrative personnel; (b) taxes, insurance, contributions, assessments and benefits required by law or agreement; and (c) customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions; the Construction Manager and the Owner agree that Construction Manager will be paid agreed-upon labor rates, which will encompass and include all of the labor costs associated with the Construction Manager's personnel assigned to the Project. The labor rates shall be set forth in the Labor Cost Addendum in the GMP Proposal. To the extent labor rates apply to work performed by salaried employees of the Construction Manager, labor cost reimbursement shall be based on the established rates and the actual hours worked by such employees. These labor rates shall not apply to labor furnished to perform bid package work awarded to Construction Manager as a Subcontractor, pursuant to Section 7.8, compensation for which is paid on a lump sum basis for the bid package award.

**§ 7.2.2** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

*(Paragraphs deleted)*

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### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement including payments made for invoices submitted by Construction Manager for bid package work performed as a Subcontractor.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be reimbursed at the rates set forth in Construction Manager's Equipment Schedule included in the GMP proposal, and if a particular piece of equipment is not identified in the Schedule, then at the prevailing rates in the locality where the Project is located. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. The rates in the Equipment Schedule shall not apply to equipment furnished to perform bid package work awarded to Construction Manager as a Subcontractor, pursuant to Section 7.8, compensation for which is paid on a lump sum basis for the bid package award.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract, including premiums for bonds determined by the Construction Manager, in its sole discretion, to be required with respect to any subcontractors.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) Construction Manager, a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

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**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. In the event Construction Manager is awarded a bid package scope of work, with Owner's written approval, Construction Manager's compensation for the bid package work shall be on the basis of the lump sum price approved by Owner for the bid package. Construction Manager shall invoice for any such bid package work as a Subcontractor, and payment to Construction Manager by Owner for such bid package work shall be based on Construction Manager's invoices as a Subcontractor

### **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5<sup>th</sup> day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25<sup>th</sup> day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty ( 20 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit: (1) its most recent schedule of values; (2) an updated construction schedule; (3) certified payrolls; and (4) unconditional lien releases for each subcontractor or supplier paid under the previous payment cycle.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. Any amount identified in a line item in the schedule of values is not a guaranteed amount for that line item, and any overrun or underrun in a line item may be balanced against an overrun or underrun in another line item, as long as the total of the schedule of values remain with the GMP

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

(5%) Five Percent

In addition, 1% Gross Receipts Tax shall be withheld by the City and paid to the State of Montana.

§ 11.1.8.1.1 The following items are not subject to retainage:

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*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

1. Owner may, in its sole discretion, reduce the amount of retainage at any time; and
- .2 In lieu of retainage, Construction Manager may furnish a retainage bond or other security interest acceptable to Owner, to be held by Owner.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section

*(Paragraphs deleted)*

11.1.8, less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the parties as necessary to achieve Final Completion.

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will

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either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### **§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

At the rate established in M.C.A. § 28-2-2014.

## **ARTICLE 12 DISPUTE RESOLUTION**

### **§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### **§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Paragraphs deleted)*

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**LITIGATION AND VENUE:** The parties agree that this AGREEMENT shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the AGREEMENT or the performance of its terms.

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

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terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Construction Manager will be compensated in accordance with Article 14 of the General Conditions.

## § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Five Hundred Thousand (\$1,500,000.00) for each occurrence and One Million Five Hundred Thousand (\$1,500,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Five Hundred Thousand (\$1,500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand (\$500,000.00) each accident, Five Hundred Thousand (\$500,000.00) each employee, and Five Hundred Thousand (\$500,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Five Hundred Thousand (\$1,500,000.00) per claim and One Million Five Hundred Thousand (\$1,500,000.00) in the aggregate.

#### § 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

#### Coverage

#### Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

## ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .6 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

- .7 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Init.

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)



\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

Kevin Mintz V.P.

\_\_\_\_\_  
(Printed name and title)

DICK ANDERSON CONSTA.

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Debt and Lease Management Software Procurement  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Yes

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**RECOMMENDATION**

Staff recommends the City Council award a contract to Fifth Asset, Inc d/b/a DebtBook, in the amount of \$15,000 annually.

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

The City of Billings is required to issue financial statements that are compliant with all statements issued by the Governmental Accounting Standards Board (GASB). GASB Statement 87 requires governments to change the accounting and reporting for leases. The Statement requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based upon the payment provisions of the contract. Under this Statement, the lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. This is a significant change from how leases were accounted for in prior years.

The Finance Department was aware of this upcoming change, and anticipated that a software solution would be needed to provide the necessary tracking and accounting entries needed to comply with GASB Stmt 87. The Finance staff began reviewing software solutions in 2021. Based upon the implementation assistance, positive customer references, user interface, and additional debt tracking features, DebtBook was the selected solution for the City of Billings.

Pursuant to the City's Purchasing Procedures, a cooperative purchasing contract was identified through the National Cooperative Purchasing Alliance allowing the City to forgo a full RFP process in this instance.

**ALTERNATIVES**

City Council may:

- Approve the contract with Fifth Asset Inc, d/b/a DebtBook; or,
- Not Approve the contract. If the contract is not approved another solution will need to be identified. Other options could include a private contract with an accounting firm, another software solution, or possibly additional personnel costs.

**FISCAL EFFECTS**

The FY22 budget for the Finance Department included \$80,000 for the anticipated cost of purchasing and implementing a software for GASB 87 compliance. The first year cost of this contract is \$15,000 and will reoccur annually if the City chooses to continue utilizing this software, and remains in the same pricing tier. Unspent budgeted funds in FY22 would remain in General Fund. Because the Finance staff anticipates using this software for multiple years, the total life of the contract will exceed the signing authority of the City Administrator, and Council approval is recommended.

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**Attachments**

DebtBook Contract

**ORDER FORM  
RELATING TO A MASTER AGREEMENT WITH  
REGION 14 EDUCATION SERVICE CENTER**

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide **City of Billings, MT** (“**Customer**”) with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the “**Master Agreement**”) between DebtBook and Region 14 Education Service Center (“**Region 14 ESC**”), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance (“**NCPA**”), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the “**Administration Agreement**,” and together with the Master Agreement, the “**NCPA Agreements**”) between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, and DebtBook’s General Terms & Conditions (the “**Terms & Conditions**”), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the “**Agreement**”). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

**Order Details**

Effective Date: 4/15/2022

Initial Term End Date: 4/14/2024

Initial Pricing Tier: Tier 3

Billing Frequency: Annually

Payment Terms: Net 30

**Services.** Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer’s ongoing access to the Application Services and Support Services, in each case in accordance with the terms of the NCPA Agreements.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer’s debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer’s debt and lease obligations.

**Billing.** Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

**Renewal Term.** The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer’s debt and lease obligations outstanding at the time of renewal.

**Termination.** The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.



## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook’s debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**“Initial Term”** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**“Order Form”** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

**“Order Form Supplement”** means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Implementation Services, and the Support Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

## 7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

**10. Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

**11. Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

**12. Miscellaneous.**

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “Notice”) must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

**City Council Regular**

**Date:** 04/11/2022  
**Title:** W.O. 22-37 Landfill Drop-Off Building Repairs, Professional Engineering Services Contract  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Yes

**RECOMMENDATION**

Staff recommends the City Council award a Professional Engineering Services Contract for W.O. 22-37, Landfill Drop-Off Building Repairs, to HDR Engineering in the amount of \$145,000.

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

The City of Billings completed a project in February 2021 that included a new Drop-Off Building. The Drop-Off Building is a 60,000 square-foot pre-engineered metal building (PEMB) used by customers as a facility to drop off garbage to be landfilled by City staff. A fire occurred in the west end of the building on January 19, 2022, causing substantial damages that have prevented the City from resuming operations inside the building.

The City publicly advertised and solicited proposals for professional engineering services to evaluate the extent of repairs required to make the Drop-Off Building operational, coordinate with the City's insurer to ensure compliance and acceptance related to the insurance claim, prepare the repair design, and administer the construction contract.

Two engineering firms expressed interest in the project, however only HDR Engineering submitted a proposal. HDR was the design engineer on the original project that constructed the entire Landfill Drop-Off Facility, new Maintenance Building, and new Scale Plaza. HDR was selected based on their qualifications, including Firm Experience, Project Manager, Key Project Staff, Available Resources and Location, and Project Methodology and Approach. This initial contract includes pre-construction services, including assessment of the condition and damage to the building, creation of a scope of work for repair, design of repairs and/or replacement of components needed to restore building operability, development of cost estimates, and bidding/pricing support services. Construction contract administration services are not included in this contract and will be added by amendment in the future when the construction scope of work is better defined.

**ALTERNATIVES**

Council may:

- Award W.O. 22-37, Landfill Drop-Off Building Repairs Professional Engineering Services contract, to HDR Engineering, Inc. in the amount of \$145,000; or
- Not award a contract for professional services. This would negatively impact the City's ability to complete repairs on the Drop-Off Building allowing it to be put back into operation, which would then negatively impact Solid Waste operations.

**FISCAL EFFECTS**

This project will utilize Solid Waste funds and insurance claim reimbursement(s). The investigations into the fire are still on-going so the amount and source of the insurance reimbursement is unknown at this time.

**Attachments**

WO 22-37 Professional Services Agreement

# Contract for Professional Architectural and Engineering Services

## W.O. 22-37 Landfill Drop-Off Building Repairs

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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 5 pages (Basic Services of Contractor);

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

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

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 19 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 CDs, DVDs, or flash drives 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 July 1, 2023.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.

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

#### Section 6. Duties Upon Termination

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

#### Section 7. Insurance.

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

- B. The Contractor shall provide the following insurance:
1. Workers' compensation and employer's liability coverage as required by Montana law.
  2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
  3. Commercial automobile liability -- \$1,500,000 per accident.
  4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

#### Section 8. Assignments.

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

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

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

and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

#### Section 10. Notices.

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

Billings: Will Robbins  
City of Billings  
Public Works/Engineering  
2224 Montana Avenue  
Billings, Montana 59101

e-mail: [robbinsw@billingsmt.gov](mailto:robbinsw@billingsmt.gov)  
FAX: (406) 237-6291

Contractor: Tim Erickson, PE  
HDR Engineering, Inc.  
970 S 29<sup>th</sup> St W  
Billings, MT 59102

e-mail: [Timothy.Erickson@hdrinc.com](mailto:Timothy.Erickson@hdrinc.com)  
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 as 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 CFR 60-1.4, which states employees or applicants 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: Area Manager  
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with 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

HDR Engineering, Inc.

\_\_\_\_\_  
William A. Cole, Mayor

\_\_\_\_\_

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

Name: Jared R. Harris

Title: Vice President

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

ATTEST:

IRS Tax ID # 47-0680568

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

City Attorney

## Appendix A

### Basic Services of Engineer W.O. 22-37 Landfill Drop-Off Building Repairs

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#### 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 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 working under the Principal-in-Charge, Jared Harris.

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 Will Robbins, working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

The project consists of engineering and architectural services to assess the condition and damage to the Landfill Drop-Off building from the recent fire. The intent of this scope is to determine the extent of required repairs, the design of repairs and/or replacement of materials, systems, or components to restore the initial access and functionality of the facility. The project is proposed to be a GC/CM delivery method and the Engineer's scope includes collaboration with the GC/CM contractor. The project also includes an interim operations plan, developed by the Engineer, to facilitate partial operations of the drop-off building during the repair process.

The scope of work is summarized below.

- Facility/Site Evaluation for Repairs
  - Structural
  - Mechanical
  - Electrical
  - Plumbing
  - Fire Suppression System
- Creation of detailed Scope of Work for Repairs
- Design of repairs, including plans, specifications, and opinion of cost.
- Coordination with GC/CM contractor for scope of repair. GC/CM services will include scope, quantity, and estimate reconciliations.
- Coordination with City's Insurance Group for consistency with recommended repairs.
- Preparation of bidding documents.
- Provide bidding support services.

## **DETAILED SCOPE OF SERVICES**

The scope of services that will be utilized on the Landfill Drop-Off Facility project is presented in the summaries for Tasks 100 through 500. The scope of services is organized as follows:

| <u>Task Series</u> | <u>Description</u>                               |
|--------------------|--------------------------------------------------|
| 100                | Project Initiation, Coordination, and Management |
| 200                | Condition Assessment and Repairs Evaluation      |
| 300                | Repair Design                                    |
| 400                | Bid Phase                                        |
| 500                | Construction Contract Administration             |

### **TASK SERIES 100 – PROJECT INITIATION, COORDINATION, AND MANAGEMENT**

#### **101 – Project Kick-Off Meeting**

The project will be kicked off with the City and GC/CM contractor including key members of the Engineer’s team and pertinent staff from the City to review the project needs, as well as the project schedule and the process for completing the Drop-Off Facility repairs.

#### **Deliverables:**

- Agenda and meeting minutes.

#### **102 – Project Management**

As part of this task, the Engineer’s Project Manager will lead coordination of the project team with the City as well as supervise the project team. Project Manager and Accountant will monitor project status, maintain project schedule, and prepare financial documents.

#### **Deliverables:**

- Monthly Invoices
- Project Status Reports

#### **103 – Project Meetings**

Attend project and design review meetings with City staff and CM/GC contractor.

- Participate in up to 6 meetings to review repair scope and reconcile scope, quantities, and estimates.
  - In-person meetings will include Project Manager, and discipline Design Engineer.
  - Virtual meetings to be attended by Structural, Mechanical, Electrical and Fire Suppression discipline leads.
- Participate in monthly (or as needed) project status meetings between HDR Project Manager, City Project Manager and Solid Waste Superintendent.

#### **Deliverables:**

- Meeting minutes

## **TASK SERIES 200 – CONDITION ASSESSMENT AND REPAIRS EVALUATION**

Evaluate the extent of repairs for the Drop-Off Building to become operational.

### **201 – Condition Assessment and Repairs Evaluation**

Conduct an evaluation of damage to the existing drop-off facility. Conduct an onsite (or alternate location as necessary) planning workshop with City Staff, Engineering disciplines, and GC/CM Contractor prior to performing in-person evaluation of the facility to outline the proposed evaluation process, assess any special needs or equipment required for in-person evaluation, gain stakeholder buy-in regarding evaluation process and deliverables. Develop scope of work of repairs based on review of shop drawings, as-builts, and in-person evaluation. Coordinate with City and GC/CM contractor to verify scope of repairs. The City will coordinate and confirm the scope of repairs with the insurance company. The following disciplines will be included in the evaluation:

- Structural
- Mechanical
- Electrical
- Plumbing
- Architectural
- Fire/Life Safety (Fire suppression system)

### **Assumptions:**

- GC/CM Contractor or City will provide means to safely access all areas for inspection, man-lifts, hoists, etc., as necessary.
- HDR will provide information to the City for coordination with the insurance company. HDR will not coordinate findings and recommendations directly with the insurance company. HDR will provide the City with responses to questions from the insurance company.

### **Deliverables:**

- Scope of Work summarizing repairs and condition assessment

### **202 – Materials Testing**

Third-party testing services, if needed, will be determined following assessment completed in Task 201. The need for weld inspection, concrete coring/strength testing, and/or pipe radiography will be evaluated during the in-person assessment, and results will be integrated into the evaluation of repairs.

### **203 – Interim Operations Plan**

Develop interim operations plan for partial use of the east side of the Drop-Off Building for the City to initiate and maintain partial operations during evaluation and construction of the repairs, if preliminary evaluation indicates it is safe to do so.

### **TASK SERIES 300 – REPAIR DESIGN**

Develop design plans, specifications and (PS&E) opinions of cost for repairs or modifications based on the overall scope of work developed and approved by the City. Coordinate with GC/CM contractor, answer questions, review prelim shop drawings and submittals.

#### **301 – Preliminary Design and GC/CM Coordination**

Develop 60% PS&E for the repairs. Coordinate with City and GC/CM contractor to reconcile scope, quantities, and opinion of cost.

#### **302 – Final Design and GC/CM Coordination**

Revise PS&E based on comments from City and GC/CM contractor. Coordinate with City and GC/CM contractor to reconcile scope, quantities, and opinion of cost. Develop bid documents for formal bidding upon completion of design PS&E.

#### **Assumptions:**

- Hours estimated for Task 300 are based on HDR reviewing and marking up as-built and shop drawings. Design elements will be minimal and include details determined to be necessary for performing the repairs.
- Design for additional scope items requested by the City beyond the repairs of the facility are not included in this contract and will be added by amendment.

### **TASK SERIES 400 – BID PHASE**

#### **401 – Bidding Assistance**

Coordinate with City and GC/CM contractor to produce greatest maximum price (GMP) for the repairs. Provide technical support and consultation to the GC/CM and the City during the bid process, including response to Contractor questions, design intent and review of material substitution requests and bid(s).

### **TASK SERIES 500 – CONSTRUCTION CONTRACT ADMINISTRATION**

Scope details to be added by amendment.

## Appendix B

### Methods and Times of Payment

#### W.O. 22-37 Landfill Drop-Off Building Repairs

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##### 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.

|                                      |                   |
|--------------------------------------|-------------------|
| Task Series 100 – Project Management | \$ 17,000         |
| Task Series 200 – Repairs Evaluation | \$ 52,500         |
| Task 202 – Materials Testing         | \$ 15,000         |
| Task 300 – Repairs Design            | \$ 55,000         |
| <u>Task 400 – Bidding Phase</u>      | <u>\$ 5,500</u>   |
| <b>TOTAL</b>                         | <b>\$ 145,000</b> |

- 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**

#### **W.O. 22-37 Landfill Drop-Off Building Repairs**

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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**

#### **W.O. 22-37 Landfill Drop-Off Building Repairs**

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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.



**MONTANA AREA  
2022 HOURLY RATE SCHEDULE**

| <b>BILLING CLASSIFICATION</b>                    | <b>RATE RANGES</b> |   |           |
|--------------------------------------------------|--------------------|---|-----------|
| <b>ENGINEERS</b>                                 |                    |   |           |
| <i>Design Engineers</i>                          | \$ 112.00          | - | \$ 136.00 |
| <i>Project Engineers / Project Managers</i>      | \$ 151.00          | - | \$ 204.00 |
| <i>Sr Engineers / Sr Project Managers</i>        | \$ 205.00          | - | \$ 249.00 |
| <i>Project Principal / Sr Technical Advisors</i> | \$ 249.00          | - | \$ 350.00 |
| <b>DESIGNERS / TECHNICIANS / INSPECTORS</b>      | \$ 96.00           | - | \$ 200.00 |
| <b>CADD / BIM Specialist</b>                     | \$ 68.00           | - | \$ 151.00 |
| <b>Project Support</b>                           | \$ 68.00           | - | \$ 177.00 |

**2022 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 for a specific

|                            |    |             |
|----------------------------|----|-------------|
| 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.

**SPECIAL EQUIPMENT CHARGES**

|                                    |    |          |
|------------------------------------|----|----------|
| Electronic Distance Measuring      | \$ | 10 /hr.  |
| GPS - GEO XT                       | \$ | 20 /hr.  |
| GPS - RTK                          | \$ | 40 /hr.  |
| Manta 3-Phase Test Set             | \$ | 40 /hr.  |
| Megger Testing Equipment           | \$ | 250 /day |
| Soil Resistivity Testing Equipment | \$ | 500 /day |
| UTV                                | \$ | 10 /hr.  |



## 2022 CHARGEABLE EXPENSE SCHEDULE (continued)

### PRINTING

|                           |    |            |
|---------------------------|----|------------|
| B&W 8.5x11 30% RECYCLED   | \$ | 0.04 each  |
| B&W 11x17 30% RECYCLED    | \$ | 0.08 each  |
| COLOR 11X17               | \$ | 0.9 each   |
| COLOR ON CARD STOCK 11X17 | \$ | 1.5 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 each    |
| 11x17 TABS                | \$ | 0.48 each  |

### SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.)

|              |    |          |
|--------------|----|----------|
| Distribution | \$ | 20 /mile |
| Transmission | \$ | 30 /mile |

### 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**

#### **W.O. 22-37 Landfill Drop-Off Building Repairs**

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Based on a notice to proceed by Billings no later than April 12, 2022, the targeted completion dates for the Engineer's work shall be:

1. Structure Evaluation and Assessment of Repairs – May 2022
2. Repairs Scope of Work – June 2022
3. Preliminary Design and GC/CM coordination – July 2022
4. Final Design and GC/CM coordination – August 2022
5. Bidding – September 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**

**W.O. 22-37 Landfill Drop-Off Building Repairs**

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Attach Certificate(s) of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2022

DATE (MM/DD/YYYY)

5/10/2021

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).

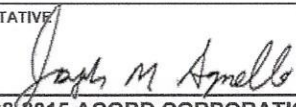
|                                                                                                               |                                         |                |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|
| PRODUCER<br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME:                           |                |
|                                                                                                               | PHONE (A/C, No, Ext):                   | FAX (A/C, No): |
|                                                                                                               | E-MAIL ADDRESS:                         |                |
|                                                                                                               | INSURER(S) AFFORDING COVERAGE           | NAIC #         |
|                                                                                                               | INSURER A : Lexington Insurance Company | 19437          |
| INSURED<br>1429586 HDR ENGINEERING, INC.<br>1917 SOUTH 67TH STREET<br>OMAHA NE 68106                          | INSURER B :                             |                |
|                                                                                                               | INSURER C :                             |                |
|                                                                                                               | INSURER D :                             |                |
|                                                                                                               | INSURER E :                             |                |
|                                                                                                               | INSURER F :                             |                |

COVERAGES CERTIFICATE NUMBER: 15296725 REVISION NUMBER: XXXXXXXX

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                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY               |           |          | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                              |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                                                            |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                   |           |          | NOT APPLICABLE |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX                                                    |
| A        | ARCH & ENG PROFESSIONAL LIABILITY                                                                                                                                                                                                                               | N         | N        | 061853691      | 6/1/2021                | 6/1/2022                | PER CLAIM: \$1,500,000<br>AGGREGATE: \$1,500,000<br>DEDUCTIBLE: \$25,000                                                                                                                                                                       |

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

|                                                                                                                          |                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b>                                                                                                | <b>CANCELLATION</b>                                                                                                                                                                                                                                                                      |
| <b>15296725</b><br>City of Billings, Montana<br>Attention: Will Robbins<br>2224 Montana Avenue<br>Billings MN 59101-2418 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                              |                         |                                                                                     |  |
|----------------------------------------------|-------------------------|-------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis Towers Watson Midwest, Inc. |                         | NAMED INSURED<br>HDR Engineering, Inc.<br>1917 South 67th Street<br>Omaha, NE 68106 |  |
| POLICY NUMBER<br>See Page 1                  |                         | EFFECTIVE DATE: See Page 1                                                          |  |
| CARRIER<br>See Page 1                        | NAIC CODE<br>See Page 1 |                                                                                     |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Employers Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

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

- 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 operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  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 Location 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 operations at a single designated "location" shown in the Schedule above:
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 Location 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 Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

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

- 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 above:
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 above.
  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 above:
- 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.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

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

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

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

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

Policy Number TB2-641-444950-031  
Issued by Liberty Mutual Fire Insurance Company

**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 Section IV – Conditions 4. Other Insurance 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 prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**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 this 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**

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| <p><b>Name Of Person(s) Or Organization(s):</b><br/>As required by written contract</p>                       |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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.

Policy Number: AS2-641-444950-041  
Issued by: Liberty Mutual Fire Insurance Company

**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 where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

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 CoverageForm.

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.

POLICY NUMBER: TB2-641-444950-031

## 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

### SCHEDULE

|                                                                                     |
|-------------------------------------------------------------------------------------|
| <b>Name Of Person Or Organization: As required by written contract or agreement</b> |
|-------------------------------------------------------------------------------------|

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

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 above 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 above.

**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 of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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.

## 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.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011  
\$

Effective Date 06/01/2021

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-031  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| <b>Schedule</b>                                      |                                                      |                            |
|------------------------------------------------------|------------------------------------------------------|----------------------------|
| <b>Name of Other Person(s) / Organization(s):</b>    | <b>Email Address or mailing address:</b>             | <b>Number Days Notice:</b> |
| As required by written contract or written agreement | As required by written contract or written agreement | 30                         |

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-041  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| Schedule                                             |                                   |                     |
|------------------------------------------------------|-----------------------------------|---------------------|
| Name of Other Person(s) / Organization(s):           | Email Address or mailing address: | Number Days Notice: |
| As required by written contract or written agreement |                                   | 30                  |

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

| <b>Name of Other Person(s) / Organization(s):</b>   | <b>Email Address or mailing address:</b> | <b>Number Days Notice:</b> |
|-----------------------------------------------------|------------------------------------------|----------------------------|
| <b>As required by written contract or agreement</b> |                                          | <b>30</b>                  |

All other terms and conditions of this policy remain unchanged.

**Issued by Liberty Insurance Corporation**

**For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021**

**Premium \$**

**Issued to HDR Engineering, Inc.**

**Endorsement**

**No.**

**City Council Regular**

**Date:** 04/11/2022  
**Title:** W.O. 22-10, Alkali Creek Water and Sewer Extension, Professional Engineering Services Contract Amendment No. 1  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review** Yes

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**RECOMMENDATION**

Staff recommends the City Council award Contract Amendment No. 1 to the City's Professional Engineering Services Agreement with Morrison-Maierle for W.O. 22-10, Alkali Creek Water and Sewer Extension, in the amount of \$299,975.

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

W.O. 22-10, Alkali Creek Water and Sewer Extension will extend a 12-inch diameter water main and a 21-inch diameter sanitary sewer main along Alkali Creek Road from the intersection of Strawberry Avenue and Alkali Creek Road to the northwest approximately 3,900 feet. Morrison-Maierle's initial contract for \$176,700 to perform the design and bidding portion of the contract was approved by Council in September 2021 and the scope of work was completed. The construction contract was awarded at the March 28, 2022 Council meeting. Contract Amendment No. 1 consists of performing the Construction Contract Administration and associated services for the project. These professional services include construction survey, materials testing, construction observation, construction contract administration, and project closeout. These services were scoped after the construction contract duration was known following the design and bidding of the project.

**ALTERNATIVES**

City Council may:

- Award W.O. 22-10, Alkali Creek Water and Sewer Extension, Professional Engineering Services Contract Amendment No. 1 with Morrison-Maierle in the amount of \$299,975; or,
- Do not award Contract Amendment No. 1 with Morrison-Maierle. If this contract is not awarded, the construction project would be completed without construction management and inspection which is not recommended.

**FISCAL EFFECTS**

The project was budgeted in FY22 using water and wastewater funds. There is sufficient budget to award this contract amendment.

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**Attachments**

W.O. 22-10 Contract Amendment No 1

**AMENDMENT NO. 1**  
**TO**  
**PROFESSIONAL ENGINEERING**  
**SERVICES**  
**W.O. 22-10: ALKALI CREEK WATER AND SEWER EXTENSION**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2022, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

Morrison-Maierle, Inc.  
315 N. 25<sup>th</sup> Street, Suite 102  
Billings, Montana 59101  
Hereinafter designated the Engineer

WITNESSETH:

WHEREAS, the City and Engineer have entered into a contract dated October 22, 2021 for Engineer to provide engineering services to the City for Work Order 22-10: Alkali Creek Water and Sewer Extension, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

WHEREAS, the Engineer represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3 is amended as follows:

Revise the following phases to include.

#### TASK 000 – PROJECT MANAGEMENT

Additional project management time through construction administration services.

#### TASK 030 – SURVEY

Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Construction layout shall include layout, measurements, lines, locations, and grades necessary for construction of the water and sewer main replacements and associated appurtenances. Staking shall include centerline locations and offsets for the principal components of the work (valves, hydrants, horizontal fittings, and manholes) and intermediate points at approximately 100 feet between principal components for the water and sewer mains.
- Survey shall reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be punched and elevations shown on as-built drawings.

#### TASK 039 – GEOTECHNICAL EVALUATION

Construction phase quality assurance density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to \$25,000. Since actual geotechnical testing fees may vary based on the Contractor's means and methods, the Engineer shall notify the City immediately if we believe the budget is going to be exceeded. Contractor is responsible for QC.

#### TASK 050 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare four (4) copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction to confirm that the Contractor's work is in general conformance with the drawings, specifications, and other applicable documents, codes, or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, water and sewer main

installation; excavation; backfill; subgrade preparation; gravel base course preparation; asphalt restoration; and concrete pouring and finishing. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify the City immediately of contract problems or observed deviation from approved plans.

- Coordinate and administer weekly progress meetings for a 150-calendar day project (22 weeks). The design engineer will attend all construction meetings. The project manager will attend only up to six (6) project meetings. If construction issues arise that require project manager involvement beyond six (6) meetings, an amendment may be requested.
- The scope assumes the project manager may need to spend up to 14 hours on site visits related to construction issues. If construction issues arise that require project manager involvement beyond 14 hours, an amendment may be requested.
- Prepare biweekly construction update email and project map showing work areas to include on the City's website.
- This project is planned based on a construction contract time of 35 calendar days for Schedule 1 and 150-calendar days for Schedule 2 in sequence.
  - Schedule 1 of this Project is planned for one (1) part time RPR at 20 hours for the 35 calendar days of work allowed outside of Schedule 2 (average 4 hours per week).
  - Schedule 2 of this Project is planned for one (1) full time RPR at ten (10) hours per working day for 150 calendar days.
  - Additional time for RPR includes 20 hours of preparation, pre-con meeting, and contract review, and 40 hours for punch list items for a total of 1,080 hours.
- Interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall ascertain that the Contractor has all needed permits to accomplish the work during construction.
- Check shop drawings, samples, equipment, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Issue notice to the Contractor to suspend work in whole or part when, in the opinion of the Engineer, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications.

- Contact the City for any proposed plan or specification changes when required due to initial design and engineering deficiencies to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer and implemented via Change Order.
- Prepare and recommend Field Orders and Change Orders when necessary due to conditions encountered during construction. Work resulting in contract overage will be processed by approved Change Orders using the City's standard format.

**TASK 060 – CLOSEOUT**

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the Contractor and any review comments from the City and our RPR and other staff, make necessary changes and furnish the City with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
  - Locations of manholes, water services, bends, fittings, valves and hydrants as surveyed with a GPS unit by the RPR.
  - All above elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
  - Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- Schedule and make final inspection with the City and certify to the City all construction items were constructed in general conformance with the plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and inspect with the City prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to the City and Contractor and continue until acceptable.

Appendix B, Section 1, Paragraph A is amended to include the following:

Add the following to the existing fee table.

|           |                             |    |            |
|-----------|-----------------------------|----|------------|
| Phase 000 | Project Management          | \$ | 11,950.00  |
| Phase 030 | Survey                      | \$ | 15,700.00  |
| Phase 039 | Geotechnical                | \$ | 29,300.00  |
| Phase 050 | Construction Administration | \$ | 229,575.00 |
| Phase 060 | Closeout                    | \$ | 13,450.00  |

The total addition to the Contract by this Amendment is \$299,975.00.

**Revised Total** **\$ 476,675.00**

The allocation of fees within the above tasks is for administrative purposes only and not to be considered ceiling amounts for each task. The fees for each task can be shifted between tasks but the project total will not be changed unless by contract amendment. The Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

CONSULTANT

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

CITY OF BILLINGS, MONTANA

BY: \_\_\_\_\_  
City Council or Designee

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

ATTEST:

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

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

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Donations to the Billings Public Library  
**Presented by:** Gavin Woltjer  
**Department:** Library  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

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

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

The Billings Public Library has received donations/sponsorships as follows:  
\$158.98 from the Yellowstone Valley Audubon Society to sponsor two Citizen Science Kits in Children's;  
\$1,000 from the Howard Hughes Medical Institute earmarked for the Plant Wildflowers Initiative program; and  
\$1,000 from Humanities Montana earmarked for the Tumbleweed Book Boxes.

**ALTERNATIVES**

City Council may:

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

**FISCAL EFFECTS**

There is no budgetary impact.

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**City Council Regular**

**Date:** 04/11/2022  
**Title:** Second/Final Reading Ordinance Amending the Revolving Loan Program  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends City Council approve this ordinance on second reading, amending the revolving loan program.

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

The Billings Montana City Code Article 13-1100 established a revolving loan program for the City of Billings. In 1983, the City implemented a tax increment revolving loan program with increment from the Downtown Redevelopment District. At that time the City used approximately \$600,000 of tax increment moneys to make loans for eligible projects under the program. Principal of and interest received on the program loans were deposited in to the revolving loan fund as received.

In 1999, the ordinance was adopted, establishing the program in the Billings Montana City Code. In an effort to bolster the funds available for revolving loans, a consortium of local banks entered into an agreement with the city, whereby the banks made available to the city an additional \$1,600,000 for the program. The city was able to access the bank funds if there were no available moneys in the revolving fund from which to make a loan.

On October 2nd, 2000, the City and the bank pool entered into an inter-creditor agreement with a 5-year term. The original agreement was extended for an additional 5 year term on August 5, 2005, and again on September 14, 2010. Over this time the revolving loan program grew to an amount that no longer required the additional bank pool funds. The agreement expired on October 2, 2015 due to lack of need. The City made a final payment to the bank pool on February 21, 2012.

Since 1988, no additional tax increment money has been deposited in the fund and the city does not plan to or anticipate appropriating any additional revenues to the fund. As of June 30, 2021, there was approximately \$918,000 of cash in the fund available for loans. The fund had approximately \$1,804,748 in principal amount of loans outstanding. The total assets of the program were approximately \$2,719,814 on June 30, 2021.

After the expiration of the bank pool agreement, the downtown revolving loan committee continued with its original members and operating in the same manner that was established with the original ordinance. In 2021, the committee chair announced his planned retirement from banking and informed the committee that he would be stepping down. This change prompted a review of the current ordinance.

City Council held a first reading of the ordinance amendments on March 28, 2022.

At the first reading the City Council approved the ordinance changes with the following modifications:

**Amendment 1:** Council requested that the boundaries of the eligible projects be approved by City Council. Section 13-1103 has been modified to include the boundary map as part of the ordinance.

**Amendment 2:** Council increased the committee to 5 members, and added an additional commercial lender to the committee. Section 13-1105(b) has been modified to reflect this change.

**Amendment 3:** Council and staff desired clarifying language about the committee applications that would be received by the mayor. Section 13-1105(c) has been modified to reflect this language change.

**ALTERNATIVES**

City Council may:

- Approve the amendments to BMCC 13-1100 as recommended by staff; or,
- Modify the proposed amendments; or,
- Not approve the recommended amendments to BMCC 13-1100.

**FISCAL EFFECTS**

There is no fiscal impact to adopting the recommended amendments to BMCC 13-1100. As of June 30, 2021, the revolving loan fund has approximately \$918,000 of cash available for loans. The fund had approximately \$1,804,748 in principal amount of loans outstanding. The total assets of the program were approximately \$2,719,814.

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**Attachments**

Proposed Ordinance Amendments

**ORDINANCE NO. 22-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REPEALING PORTIONS OF SECTIONS 13-1102, 13-1105, 13-1107 AND REPEALING ALL OF SECTIONS 13-1101, 13-1104 AND 13-1109 TO MODIFY THE REVOLVING LOAN PROGRAM.**

WHEREAS, the city by Resolution No. 12303, adopted December 20, 1976, adopted the Billings, Montana, Downtown Redevelopment District Plan (the "plan") as an urban renewal plan for the Downtown Redevelopment District (the "district") and elected to exercise its urban renewal powers ("urban renewal powers") pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"). Pursuant to the Act and the procedures contained in the plan, as amended by Ordinance No. 84-4598, the city has established a procedure for approving urban renewal projects from time to time, and

WHEREAS, the plan contained a provision for tax increment financing. In 1983, the city implemented its tax increment revolving loan program (the "program"), pursuant to which the city has used approximately six hundred thousand dollars (\$600,000) of tax increment moneys to make loans for eligible projects under the program. Principal of and interest received on the program loans were deposited in to the revolving loan fund (the "fund") as received. Since 1988, no additional tax increment moneys have been deposited in the fund and the city does not plan to or anticipate appropriating any additional tax increment revenues to the fund. As of June 30, 2021, there was approximately nine hundred eighteen thousand dollars (\$918,000) of cash in the fund available for loans. The fund had approximately one million eight hundred four thousand seven hundred forty-eight dollars (\$1,804,748) in principal amount of loans outstanding. The total assets of the program are approximately two million seven hundred nineteen thousand eight hundred fourteen dollars (\$2,719,814), and

WHEREAS, the City of Billings, Yellowstone County, School District #2, Downtown Billings Association and the Big Sky Economic

Development Authority along with the business community and interested citizens have participated in the development of the Downtown Billings Framework Plan adopted in December 1997, which among other things identifies weaknesses of downtown Billings which includes the district as well as strategies, goals and objectives for strengthening and revitalizing the downtown area, and

WHEREAS, pursuant to Resolution No. 98-17412, adopted on September 28, 1998, the city council approved the Downtown Billings Improvement Plan as an urban renewal project, and

WHEREAS, the city has entered into an agreement with the Downtown Billings Partnership Inc. (the "partnership") pursuant to which the partnership will provide certain administrative services with respect to the implementation of the plan. The partnership has recommended that it play a greater role in the promotion and administration of the program and has made some recommendations for changes in the revolving loan program, and

WHEREAS, on the 2<sup>nd</sup> day of October, 2000, the City and bank pool entered into an Inter-Creditor Agreement, which provided that the commitments of all Banks which were a party to the Agreement would automatically terminate, if not previously terminated on the fifth anniversary of the Agreement, and

WHEREAS, on the 22<sup>nd</sup> day of August, 2005, the parties agreed to extend the term of the Agreement for an additional five (5) year term and that Agreement would automatically terminate, if not previously terminated, on the fifth anniversary of the extended Agreement, and

WHEREAS, on the 14<sup>th</sup> day of September, 2010, the parties agreed to amend parts of and extend the term of the Agreement for an additional five (5) year term and that Agreement would automatically terminate, if not previously terminated, on the fifth anniversary of the extended Agreement, and

WHEREAS, on the 21<sup>st</sup> day of February, 2012, the City made its final payment to the bank pool, and

WHEREAS, on the 2<sup>nd</sup> day of October, 2015, the intercreditor agreement expired due to lack of extension and need at the City.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1.** That Section 13-1102 of the Billings, Montana City Code is renumbered and amended so that such section shall read as follows:

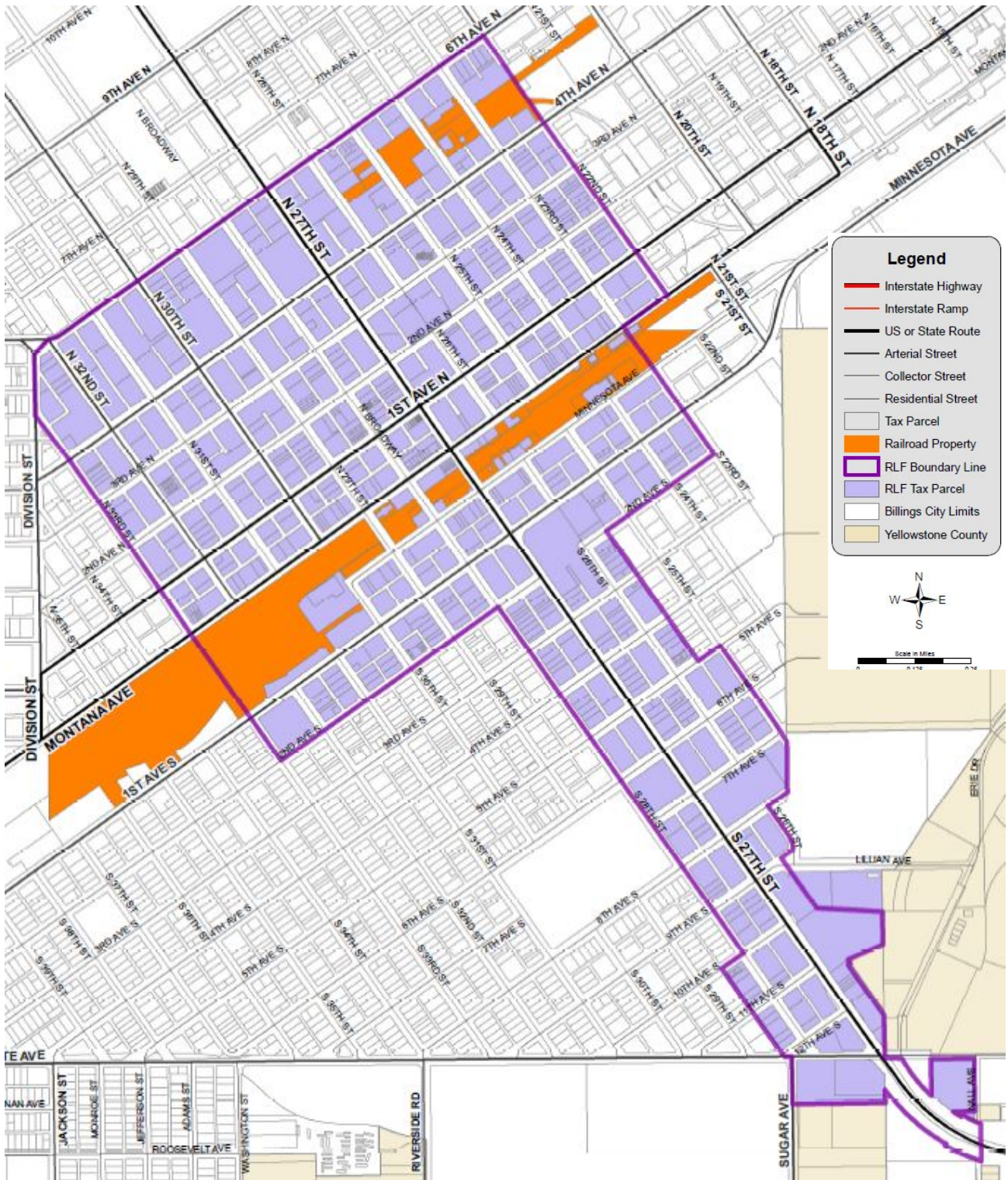
**Sec. 13-11021 – ~~Recreation of r~~ Revolving loan program**

The council hereby ~~recreates and renames its tax increment revolving loan program as~~ modifies the City of Billings Downtown Revolving Loan Program. The city hereby establishes ~~within its trust and agency fund,~~ special a fund, to be known as the Downtown Revolving Loan Program Fund- and all funds and assets of the tax increment revolving loan program fund shall be credited to this fund.

**Section 2:** That Section 13-1105 of the Billings, Montana City Code is renumbered and amended so that such section shall read as follows:

**Sec. 13-11035 – Applicant eligibility**

The fund shall be used to assist individuals, corporations, partnerships and other profit and non-profit groups for eligible projects in the district boundaries as established by the following map.



**Legend**

- Interstate Highway
- Interstate Ramp
- US or State Route
- Arterial Street
- Collector Street
- Residential Street
- Tax Parcel
- Railroad Property
- RLF Boundary Line
- RLF Tax Parcel
- Billings City Limits
- Yellowstone County



Scale in Miles  
0 0.5 1 1.5 2

**Section 3:** That Section 13-1107 of the Billings, Montana City Code is renumbered and amended so that such section shall read as follows:

**Sec. 13-11057 – Loan application and underwriting criteria**

- (a) The city administrator is authorized to develop program guidelines in conjunction with the Downtown Billings Partnership Inc., as may be required on the loan application and underwriting criteria for the program; ~~such guidelines will be approved by the city council.~~ All loans shall meet the following minimum conditions:
- (1) Borrowers are creditworthy;
  - (2) Projects are economically viable;
  - (3) Projects are consistent with the plan and objectives of the program;
  - (4) Additional real or personal property security interest may be required from a borrower—i.e. equity, etc. if recommended by the loan eligibility review committee;
  - (5) Requests are accepted up to two hundred fifty thousand dollars (\$250,000.00);
  - (6) Loans may not exceed twenty (20) years; and
  - (7) Loan repayment is guaranteed by relevant beneficiaries and/or collateralized.
- (b) A ~~four~~five-person loan eligibility review committee composed of one ~~(1) representative person~~ each from the city, the bank pool two commercial lenders from a local bank(s), the ~~Yellowstone Regional Development Company (a 501(c)(3) non-profit Montana corporation)~~ a board member or employee of Big Sky Economic Development and the a member of the Downtown Billings Property Owners Committee Alliance will review the loan applications and make recommendations to the city council for approval of the loans.
- (c) The Mayor will receive applications for committee members ~~nominations from each organization named above~~ and shall appoint

the members of the loan committee for a terms of ~~two~~ four (2) (4) years.

~~(e)~~(d) The Downtown Billings Partnership Inc. or its designee, will report to the city council regarding the use, status and particulars of the revolving loan fund on at least an annual basis.

**Section 4:** That Sections 13-1103, 13-1106, 13-1108 of the Billings, Montana City Code is renumbered so that such sections shall read as follows:

**Sec. 13-11023 – Purpose**

**Sec. 13-11046 – Eligible projects**

**Sec. 13-11068 – Authority of the city administrator**

**Section 5:** That Section 13-1101 is repealed in its entirety:

~~**Sec. 13-1101 – Recitals**~~

~~(a) The city by Resolution No. 12303, adopted December 20, 1976, adopted the Billings, Montana, Downtown Redevelopment District Plan (the "plan") as an urban renewal plan for the Downtown Redevelopment District (the "district") and elected to exercise its urban renewal powers ("urban renewal powers") pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "Act"). Pursuant to the Act and the procedures contained in the plan, as amended by Ordinance No. 84-4598, the city has established a procedure for approving urban renewal projects from time to time.~~

~~(b) The plan contained a provision for tax increment financing. In 1983, the city implemented its tax increment revolving loan program (the "program"), pursuant to which the city has used approximately six hundred thousand dollars (\$600,000) of tax increment moneys to make loans for eligible projects under the program. Principal of and interest received on the program loans were deposited in to the revolving loan fund (the "fund") as received. Since 1988, no additional~~

~~tax increment moneys have been deposited in the fund and the city does not plan to or anticipate appropriating any additional tax increment revenues to the fund. As of January 1, 1999, there was approximately eight hundred twenty-five thousand dollars (\$825,000) of cash in the fund available for loans. The fund has approximately eight hundred forty thousand dollars (\$840,000) in principal amount of loans outstanding. As of this date, the assets of the program are approximately one million six hundred fifty-eight thousand five hundred seventeen dollars (\$1,658,517).~~

- ~~(c) Under the Act, as existing, the city's ability to use tax increment financing will terminate on the date that the last principal of and interest on the city's urban renewal tax increment bonds outstanding on the date hereof are paid, which is scheduled to be March 1, 2008. Under the Act, the city is authorized to exercise urban renewal powers without the adoption of tax increment financing or beyond the expiration of tax increment financing.~~
- ~~(d) The City of Billings, Yellowstone County, School District #2, Downtown Billings Association and the Big Sky Economic Development Authority along with the business community and interested citizens have participated in the development of the Downtown Billings Framework Plan adopted in December 1997, which among other things identifies weaknesses of downtown Billings which includes the district as well as strategies, goals and objectives for strengthening and revitalizing the downtown area.~~
- ~~(e) Pursuant to Resolution No. 98-17412, adopted on September 28, 1998, the city council approved the Downtown Billings Improvement Plan as an urban renewal project.~~
- ~~(f) The city has entered into an agreement with the Downtown Billings Partnership Inc. (the "partnership") pursuant to which the partnership will provide certain administrative services with respect to the implementation of the plan. The partnership has recommended that it play a greater role in the promotion and administration of the program~~

~~and has made some recommendations for changes in the revolving loan program.~~

- ~~(g) Based on the recommendation of the partnership, city staff and the Yellowstone Regional Development Company, the city believes that the objectives of the plan will not be fully realized by the termination date of tax increment financing and believes that it is the best interest of the city, the plan and the Billings Downtown Framework Plan to establish a funding mechanism to secure and grow the revolving loan fund so that funds other than tax increment funds will be available for the city to promote and foster the objectives of the plan and the downtown framework plan.~~
- ~~(h) The purpose of this resolution is to modify and reestablish the city's revolving loan program to meet those objectives.~~

**Section 6:** That Section 13-1104 is repealed in its entirety:

**~~Sec. 13-1104 – Source of funding of the loan program; conditions~~**

- ~~(a) A consortium of local banks (the "banks") will enter into agreement whereby the banks will make available to the city an additional one million six hundred thousand dollars (\$1,600,000.00) for the revolving loan program (the "Bank pool").~~
- ~~(b) The funds in the bank pool will be made available to the city in the form of loans to the city from the bank pool at an interest rate below market rate to be agreed upon by the bank pool and city. The city will use the proceeds of its loan to make direct loans to eligible borrowers for eligible projects at an interest rate one (1) percent above the interest rate on the city's loan.~~
- ~~(c) Loans may be made for acquisition or construction of buildings, renovation and rehabilitation therefor, interior and exterior tenant improvements, equipment and related improvements.~~
- ~~(d) The city can only access the bank pool if there are no available moneys in the revolving fund from which to make a loan for an~~

~~eligible project and the city has entered into a commitment to make such a loan.~~

~~(e) The city will grant the bank a first security interest in the assets of the revolving fund as security for the banks' loan to the city.~~

**Section 7:** That Section 13-1109 is repealed in its entirety:

**~~Sec. 13-1109 Notice of public hearing.~~**

~~A public hearing is hereby called and shall be held on July 12, 1999 at 7:30 p.m. in the council chambers on the proposed modifications. Notice of the public hearing shall be published in the Billings Times on July 1 and July 8, 1999 in substantially the form attached as Exhibit A hereto.~~

PASSED by the City Council on first reading this \_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BILLINGS**

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William A. Cole, Mayor

ATTEST:

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Denise Bohlman, City Clerk

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Ward Boundary Expansion Ordinance Second Reading - Annexation 22-03  
**Presented by:** Monica Plecker  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends the City Council approve this ordinance on first reading, adding recently annexed property to Ward IV.

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

WWC Engineering on behalf of Buffalo Crossing LLC submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Grand Avenue and 60th Street West. The land being annexed is described as Being Tract 4-A of Amended Tract 4, Certificate of Survey 2735, recorded February 2, 2010, under Document No. 3539423; Also including all adjacent Right-Of-Way of Grand Avenue. Said annexation containing 33.812 gross and 33.187 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 was held March 28. The second reading will occur on April 11, 2022.

**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 application has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance

**ORDINANCE NO. 22-\_\_\_\_\_**

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 of Section 5, T.1S., R.25E, P.M.M., and the SW 1/4 of Section 31, T.1N., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as:

Being Tract 4-A of Amended Tract 4, Certificate of Survey 2735, recorded February 2, 2010, under Document No. 3539423;  
Also including all adjacent Right-Of-Way of Grand Avenue.

Said annexation containing 33.812 gross and 33.187 net acres, more or less.

(# 22-03) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 22-\_\_\_\_\_ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. 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.

PASSED by the City Council on the first reading this 28th<sup>th</sup> day of March 2022.

PASSED by the City Council on the second reading this 11<sup>th</sup> day of April, 2022.

THE CITY OF BILLINGS:

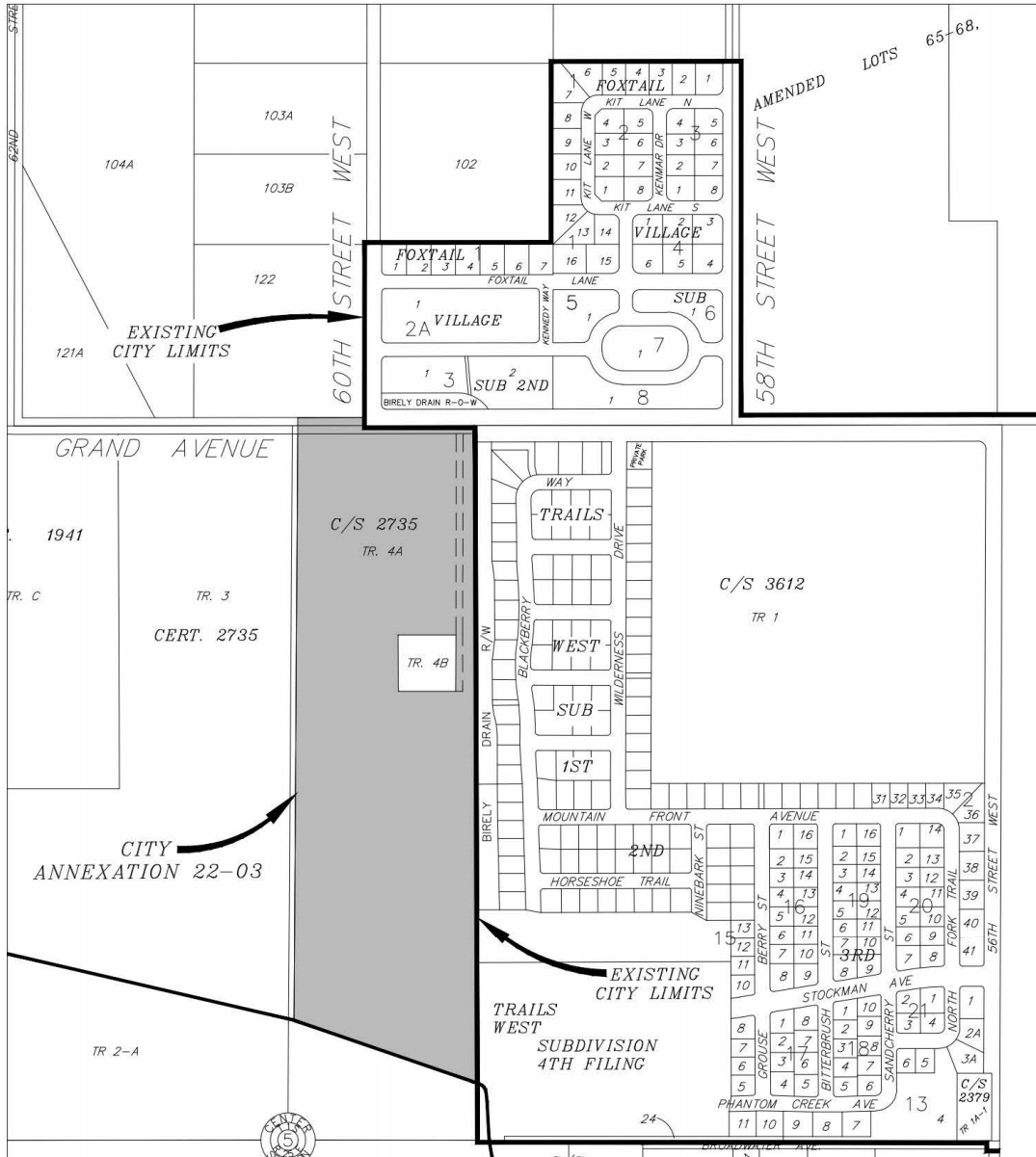
\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#22-03)

# EXHIBIT A



**City Council Regular**

**Date:** 04/11/2022  
**Title:** Payment of Claims for week of March 7, 2022  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$3,198,228.66 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 is 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.

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**Attachments**

Councilmemo wk of 03072022

| Check Date | Check# | Name                  | Fund Name     | Amount       | Item Desc                                           |
|------------|--------|-----------------------|---------------|--------------|-----------------------------------------------------|
| 03/07/2022 | 850331 | A-1 Landscaping       | Building      | \$ 1,265.00  | Feb snow removal                                    |
| 03/07/2022 | 850331 | A-1 Landscaping       | Building      | \$ 860.00    | January 2022 snow removal                           |
| 03/07/2022 | 850331 | A-1 Landscaping       | Library       | \$ 765.00    | 4088 Snow removal                                   |
| 03/07/2022 | 850333 | Advanced Eng & Enviro | Water         | \$ 1,005.75  | WO 19-17 Water Plant Drought and Flood Control Plan |
| 03/07/2022 | 850333 | Advanced Eng & Enviro | Water         | \$ 2,298.75  | WO 22-20 WTP High Service Pump Station              |
| 03/07/2022 | 850335 | Allsteel              | Library       | \$ 57,935.97 | NASPO State Contract Library Furniture              |
| 03/07/2022 | 850336 | Allstream Business    | Park Dist 1   | \$ 46.00     | Main Bill New Account # 330046 -Dehler Park         |
| 03/07/2022 | 850336 | Allstream Business    | Phone System  | \$ 2,459.95  | Main Bill New Account # 330046 -IT                  |
| 03/07/2022 | 850336 | Allstream Business    | Phone System  | \$ 79.95     | Main Bill New Account # 330046 -IT                  |
| 03/07/2022 | 850340 | Arm Scor Cartridge    | Public Safety | \$ 11,008.00 | Invoice #14706. Ammunition.                         |
| 03/07/2022 | 850341 | AT & T Corp           | Airport       | \$ 756.54    | Airport -                                           |
| 03/07/2022 | 850341 | AT & T Corp           | Airport       | \$ 25.05     | MET Transit Tablets                                 |
| 03/07/2022 | 850341 | AT & T Corp           | Building      | \$ 20.86     | Building Inspector                                  |
| 03/07/2022 | 850341 | AT & T Corp           | Building      | \$ 597.86    | PW-Building Cell Phones                             |
| 03/07/2022 | 850341 | AT & T Corp           | Building      | \$ 121.50    | PW-Building Surfaces                                |
| 03/07/2022 | 850341 | AT & T Corp           | Building      | \$ 340.40    | PW-Building Surfaces                                |
| 03/07/2022 | 850341 | AT & T Corp           | CDBG          | \$ 145.27    | Comm Dev                                            |
| 03/07/2022 | 850341 | AT & T Corp           | Court Grants  | \$ 210.67    | Muni Court DC                                       |
| 03/07/2022 | 850341 | AT & T Corp           | Engineering   | \$ 34.84     | Engineering Tablets + Two new tablets               |
| 03/07/2022 | 850341 | AT & T Corp           | Engineering   | \$ 109.36    | Engineering Tablets + Two new tablets               |
| 03/07/2022 | 850341 | AT & T Corp           | Engineering   | \$ 99.25     | PW-Engineering Cell Phones and MiFi                 |
| 03/07/2022 | 850341 | AT & T Corp           | Engineering   | \$ 118.23    | PW-Engineering Cell Phones and MiFi                 |
| 03/07/2022 | 850341 | AT & T Corp           | Facilities    | \$ 4.51      | Facilities BOC                                      |
| 03/07/2022 | 850341 | AT & T Corp           | Facilities    | \$ 90.14     | Facilities BOC                                      |
| 03/07/2022 | 850341 | AT & T Corp           | Facilities    | \$ 93.74     | Facilities BOC/CH                                   |
| 03/07/2022 | 850341 | AT & T Corp           | Facilities    | \$ 31.24     | Facilities BOC/CH                                   |
| 03/07/2022 | 850341 | AT & T Corp           | Facilities    | \$ 85.63     | Facilities City Hall                                |
| 03/07/2022 | 850341 | AT & T Corp           | Facilities    | \$ 160.05    | Facilities Managers                                 |
| 03/07/2022 | 850341 | AT & T Corp           | General       | \$ 95.41     | City Attorney -Legal                                |
| 03/07/2022 | 850341 | AT & T Corp           | General       | \$ 360.95    | Code Enforcement                                    |
| 03/07/2022 | 850341 | AT & T Corp           | General       | \$ 135.45    | Legal Dept -Domestic Violence -Added two lines      |
| 03/07/2022 | 850341 | AT & T Corp           | General       | \$ 45.31     | Municipal Court                                     |
| 03/07/2022 | 850341 | AT & T Corp           | General       | \$ 292.59    | PRPL - Recreation Division                          |
| 03/07/2022 | 850341 | AT & T Corp           | IT Resources  | \$ 50.10     | IT Department -On call Phone                        |

| Check Date | Check# | Name        | Fund Name      | Amount      | Item Desc                              |
|------------|--------|-------------|----------------|-------------|----------------------------------------|
| 03/07/2022 | 850341 | AT & T Corp | Library        | \$ 221.21   | Library                                |
| 03/07/2022 | 850341 | AT & T Corp | Library        | \$ 106.96   | Library Out Reach                      |
| 03/07/2022 | 850341 | AT & T Corp | P.W. Admin     | \$ 27.32    | PWBLKNP OFFICE -60/40                  |
| 03/07/2022 | 850341 | AT & T Corp | P.W. Admin     | \$ 40.62    | PWBLKNP OFFICE -60/40                  |
| 03/07/2022 | 850341 | AT & T Corp | Park Dist 1    | \$ 543.30   | Parks Dept.                            |
| 03/07/2022 | 850341 | AT & T Corp | Park Dist 1    | \$ 1.91     | Parks Seasonal                         |
| 03/07/2022 | 850341 | AT & T Corp | Park Dist 1    | \$ 452.92   | PRPL Parks Tablets                     |
| 03/07/2022 | 850341 | AT & T Corp | Park Dist 1    | \$ (198.75) | PRPL Parks Tablets                     |
| 03/07/2022 | 850341 | AT & T Corp | Park Dist 1    | \$ 73.56    | PRPL Parks Tablets                     |
| 03/07/2022 | 850341 | AT & T Corp | Parking        | \$ 77.63    | Parking Division Meter Maintenance     |
| 03/07/2022 | 850341 | AT & T Corp | Parking        | \$ 45.07    | Parking Phones and scanner             |
| 03/07/2022 | 850341 | AT & T Corp | Parking        | \$ 270.42   | Parking Phones and scanner             |
| 03/07/2022 | 850341 | AT & T Corp | Parking        | \$ 180.28   | Parking Phones and scanner             |
| 03/07/2022 | 850341 | AT & T Corp | PD Program     | \$ 80.28    | CCSIU Toughbook                        |
| 03/07/2022 | 850341 | AT & T Corp | PD Program     | \$ 45.31    | Domestic Violence                      |
| 03/07/2022 | 850341 | AT & T Corp | Phone System   | \$ 49.68    | IT iPads                               |
| 03/07/2022 | 850341 | AT & T Corp | Phone System   | \$ 64.99    | TeleComm Manager                       |
| 03/07/2022 | 850341 | AT & T Corp | Planning       | \$ 62.21    | PLANNING                               |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 276.85   | Animal Control Cell Phones             |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 240.84   | Animal Control -MDT                    |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 253.76   | Comm. Center 9-1-1                     |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 40.14    | Detective -Toughbook                   |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 1,275.20 | Fire Department Cell Phones            |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 581.78   | Fire iPads -Assistant chiefs new iPads |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 3,074.97 | Fire iPads -Assistant chiefs new iPads |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 85.45    | ICAC -Campbell and Spare               |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 1,278.88 | MDT Fire                               |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 3,264.63 | Police Department Cell Phone           |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 401.40   | Police MDT Toughbooks and Loaner MDT's |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 3,692.88 | Police MDT Toughbooks and Loaner MDT's |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 272.64   | Police -Resource Officers              |
| 03/07/2022 | 850341 | AT & T Corp | Public Safety  | \$ 200.70   | Yellowstone County Cellular Charges    |
| 03/07/2022 | 850341 | AT & T Corp | Solid Waste    | \$ 90.14    | SOLID WASTE SUPERINTENDANT             |
| 03/07/2022 | 850341 | AT & T Corp | Street/Traffic | \$ 372.55   | School Flashers                        |

| Check Date | Check# | Name                   | Fund Name      | Amount       | Item Desc                                  |
|------------|--------|------------------------|----------------|--------------|--------------------------------------------|
| 03/07/2022 | 850341 | AT & T Corp            | Street/Traffic | \$ 34.84     | Street Traffic iPads                       |
| 03/07/2022 | 850341 | AT & T Corp            | Street/Traffic | \$ 43.34     | Street Traffic iPads                       |
| 03/07/2022 | 850341 | AT & T Corp            | Street/Traffic | \$ 273.24    | Street Traffic iPads                       |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 10.10     | MET Supervisor Cell Phones                 |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 40.10     | MET Supervisor Cell Phones                 |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 100.20    | MET Supervisor Cell Phones                 |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 50.10     | MET Supervisor Cell Phones                 |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 100.10    | MET Supervisor Cell Phones                 |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 1,082.64  | MET Transit Max Transit                    |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 25.05     | MET Transit Tablets                        |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 643.80    | MET Transit Tablets                        |
| 03/07/2022 | 850341 | AT & T Corp            | Transit        | \$ 435.51    | MET Transit Tablets                        |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 180.28    | PW Environmental                           |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 420.62    | PWBELKNAP-DIST COLL CELL PHONES 60/40      |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 473.20    | PWBLKNP Electricians -Phones               |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 27.57     | PWBLKNP STORES -75/25                      |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 903.65    | PWBLNP-WWTRMNT1 Wastewater Treatment Plant |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 295.87    | PW-Distribution Collection Tablets 60/40   |
| 03/07/2022 | 850341 | AT & T Corp            | Wastewater     | \$ 69.68     | PW-Environmental                           |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 630.93    | PWBELKNAP-DIST COLL CELL PHONES 60/40      |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 1,039.03  | PWBELKNAP-WT Water Treatment               |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 609.89    | PWBLKNP COMM-METER CityWorks/Neptune       |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 201.83    | PWBLKNP MTRSHOP CELL PHONE AND IPADS       |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 199.16    | PWBLKNP MTRSHOP CELL PHONE AND IPADS       |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 82.66     | PWBLKNP STORES -75/25                      |
| 03/07/2022 | 850341 | AT & T Corp            | Water          | \$ 443.80    | PW-Distribution Collection Tablets 60/40   |
| 03/07/2022 | 850348 | Billings Depot         | Engineering    | \$ 14,789.43 | Billings Depot Rent April                  |
| 03/07/2022 | 850351 | Blgs PD Protective     | Public Safety  | \$ 28,500.00 | Watters Settlement                         |
| 03/07/2022 | 850354 | Border States Electric | Street/Traffic | \$ 10.56     | 923639644 PO NUM 314001                    |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 55.94     | Bolts and washers                          |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 114.55    | Caps                                       |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 719.14    | Electric shop stock                        |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 33.30     | Fitting for SRP pump                       |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 40.04     | Fittings                                   |

| Check Date | Check# | Name                   | Fund Name      | Amount      | Item Desc                                                   |
|------------|--------|------------------------|----------------|-------------|-------------------------------------------------------------|
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 500.65   | Fuses                                                       |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 9.80     | Measuring tape                                              |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 159.61   | Panduit for low voltage cabling                             |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 9.79     | Screwdriver                                                 |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 182.56   | Seals                                                       |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 10.65    | Set screw connectors                                        |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ (10.65)  | Set screw connectors                                        |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 110.45   | Shop electrical supplies                                    |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 1,168.05 | Shop stock                                                  |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 368.63   | Tools                                                       |
| 03/07/2022 | 850354 | Border States Electric | Wastewater     | \$ 6,951.75 | Water plant techconnect process control renewal- 2021-2024. |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 137.95   | Actuators                                                   |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 98.78    | Cartridge                                                   |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 22.52    | Conduit fittings                                            |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 102.18   | Electrical box covers                                       |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 336.57   | Fishtape                                                    |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 6.69     | fittings for conduit                                        |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 157.06   | Fuse puller and strut                                       |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 144.21   | L Structure Material                                        |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 22.20    | L Structure UPS                                             |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 9.79     | Measuring tape                                              |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 120.21   | Radio install supplies                                      |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 417.22   | SCOTCHLOK UR 19-26 AWG BUTT CONNECTOR                       |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 9.80     | Screwdriver                                                 |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 76.46    | Splicing tape and fuses                                     |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 10.56    | Switch                                                      |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 153.04   | Tape for antenna                                            |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 8.27     | Thread Closure Structure                                    |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 368.64   | Tools                                                       |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 6,951.75 | Water plant techconnect process control renewal- 2021-2024. |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 251.19   | Wire                                                        |
| 03/07/2022 | 850354 | Border States Electric | Water          | \$ 249.62   | Wire                                                        |
| 03/07/2022 | 850357 | Brenntag Pacific       | Street/Traffic | \$ 8,099.50 | hicothaw                                                    |
| 03/07/2022 | 850357 | Brenntag Pacific       | Street/Traffic | \$ 7,899.50 | hicothaw liquid                                             |

| Check Date | Check# | Name         | Fund Name    | Amount      | Item Desc                                        |
|------------|--------|--------------|--------------|-------------|--------------------------------------------------|
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 45.92    | 406-245-1044 Airport Terminal Power M            |
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 45.66    | 406-245-5834 Airport Alarm                       |
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 52.55    | 406-252-0721 Airport 1FB Line                    |
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 81.44    | 406-252-9412 Airport                             |
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 52.55    | 406-256-6014 Airport P9 Building                 |
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 64.28    | 406-256-7070 Airport                             |
| 03/07/2022 | 850362 | Century Link | Airport      | \$ 37.57    | Bill Date: Aug 16, 2021. QTA Phone               |
| 03/07/2022 | 850362 | Century Link | Engineering  | \$ 125.63   | 406-259-7758 Measured Lines Depot 60/40          |
| 03/07/2022 | 850362 | Century Link | EOC 911      | \$ 45.65    | 406-245-3107 911                                 |
| 03/07/2022 | 850362 | Century Link | EOC 911      | \$ 45.65    | 406-245-3108 911                                 |
| 03/07/2022 | 850362 | Century Link | EOC 911      | \$ 311.26   | 406-245-7101 9-1-1 Center Landfill #2            |
| 03/07/2022 | 850362 | Century Link | EOC 911      | \$ 311.26   | 406-245-7102 9-1-1 Center Fox Reservoir #2       |
| 03/07/2022 | 850362 | Century Link | EOC 911      | \$ 5,360.21 | 406-245-8527 9-1-1 Center                        |
| 03/07/2022 | 850362 | Century Link | Fleet        | \$ 50.58    | 406-256-5047 Motor Pool                          |
| 03/07/2022 | 850362 | Century Link | General      | \$ 40.72    | 406-652-0269 Cemetery FAX Line                   |
| 03/07/2022 | 850362 | Century Link | General      | \$ 55.92    | 406-652-8403 Stewart Park Batting Cages          |
| 03/07/2022 | 850362 | Century Link | IT Resources | \$ 45.92    | 406-245-4437 Kenco Security Alarm IT Alarm       |
| 03/07/2022 | 850362 | Century Link | Library      | \$ 169.51   | 406-245-1579 Library 6 lines                     |
| 03/07/2022 | 850362 | Century Link | P.W. Admin   | \$ 83.76    | 406-259-7758 Measured Lines Depot 60/40          |
| 03/07/2022 | 850362 | Century Link | Park Dist 1  | \$ 64.28    | 406-652-5507 Parks                               |
| 03/07/2022 | 850362 | Century Link | Park Dist 1  | \$ 45.92    | 406-657-3014 Parks 3890 Stillwater               |
| 03/07/2022 | 850362 | Century Link | Parking      | \$ 40.72    | 406-252-2041 Park 2 Elevator Phone               |
| 03/07/2022 | 850362 | Century Link | Parking      | \$ 45.92    | 406-657-3054 Park 1 Elevator Phone               |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 116.39   | 406-245-1579 Library 6 lines                     |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 94.46    | 406-248-3329 Airport Measured Lines 406-248-9989 |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 105.12   | 406-248-9124 Met Measured Lines 406-248-9179     |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 102.24   | 406-252-3774 BOC Measured Lines 406-252-3789     |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 148.14   | 406-657-3009 PUD Measured Lines 406-247-8579     |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 2,571.43 | 406-657-8377 Main System Centrex                 |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 47.22    | 406-657-8419 MET Fax and 406-247-8520 Kenco Fax  |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 47.47    | Animal Control Fax 406.657.8227 710B             |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 45.92    | Fire Alarm 406.657.3058                          |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 45.92    | Four Dances 406.657.3040                         |
| 03/07/2022 | 850362 | Century Link | Phone System | \$ 52.02    | Miller Building -406.252.3988                    |

| Check Date | Check# | Name                   | Fund Name      | Amount       | Item Desc                                                          |
|------------|--------|------------------------|----------------|--------------|--------------------------------------------------------------------|
| 03/07/2022 | 850362 | Century Link           | Phone System   | \$ 45.92     | Pioneer Park 406.657.8298                                          |
| 03/07/2022 | 850362 | Century Link           | Phone System   | \$ 47.22     | Streets Fax 406.657.8338                                           |
| 03/07/2022 | 850362 | Century Link           | Planning       | \$ 45.92     | 406-656-9578 Planning Traffic Central Broadwater                   |
| 03/07/2022 | 850362 | Century Link           | Planning       | \$ 45.92     | 406-656-9604 Planning Traffic Central 9th                          |
| 03/07/2022 | 850362 | Century Link           | Public Safety  | \$ 47.22     | 406-245-1743 Fire Elevator                                         |
| 03/07/2022 | 850362 | Century Link           | Public Safety  | \$ 45.94     | 406-245-6600 Crime Prevention Alarm                                |
| 03/07/2022 | 850362 | Century Link           | Public Safety  | \$ 119.32    | 406-245-7469 Fire                                                  |
| 03/07/2022 | 850362 | Century Link           | Public Safety  | \$ 118.28    | 406-373-3742 Fire RR Crossing Alarm                                |
| 03/07/2022 | 850362 | Century Link           | Public Safety  | \$ 56.30     | 406-651-0282 Fire 5 911 Line                                       |
| 03/07/2022 | 850362 | Century Link           | Public Safety  | \$ 40.72     | 406-655-0728 Fire Maintenance Shop                                 |
| 03/07/2022 | 850362 | Century Link           | Radio          | \$ 311.26    | 406-248-3635 Fire Airport Radio Tower WCK                          |
| 03/07/2022 | 850362 | Century Link           | Radio          | \$ 311.26    | 406-248-3636 Fire Airport Radio Tower Jellison                     |
| 03/07/2022 | 850362 | Century Link           | Solid Waste    | \$ 95.49     | 406-245-9820 Solid Waste Landfill                                  |
| 03/07/2022 | 850362 | Century Link           | Solid Waste    | \$ 178.76    | SW Landfill                                                        |
| 03/07/2022 | 850362 | Century Link           | Street/Traffic | \$ 41.87     | 406-259-3298 PW Traffic 3728 McDougall                             |
| 03/07/2022 | 850362 | Century Link           | Street/Traffic | \$ 47.22     | 406-652-8104 PW Traffic Signal 24 Central                          |
| 03/07/2022 | 850362 | Century Link           | Transit        | \$ 41.87     | 406-254-7038 MET Transit                                           |
| 03/07/2022 | 850362 | Century Link           | Wastewater     | \$ 45.92     | 406-259-2328 PUD Sahara Sand Lift Station                          |
| 03/07/2022 | 850362 | Century Link           | Water          | \$ 39.44     | 406-245-3659 PUD Alarm Water Tower                                 |
| 03/07/2022 | 850371 | City of Kalispell      | Wastewater     | \$ 6,992.88  | Service for Nutrient Work Group Assistance                         |
| 03/07/2022 | 850372 | Community Seven        | General        | \$ 12,076.50 | PEG Fees October 1 to December 31, 2021 // 2nd Qtr FY22            |
| 03/07/2022 | 850380 | Cucancic Const         | Wastewater     | \$ 3,450.36  | Electrical shop remodel at Wastewater Plant                        |
| 03/07/2022 | 850383 | Dell Computer L P      | Engineering    | \$ 3,287.13  | Mobile Precision 5560, i9 Processor, 64GB RAM 1TB SSD and dock     |
| 03/07/2022 | 850383 | Dell Computer L P      | Public Safety  | \$ 1,430.33  | Precision 15" laptop, i5, 8GB RAM, 256GB SSD, dock, keyboard/mouse |
| 03/07/2022 | 850384 | Dept Enviro Quality    | Wastewater     | \$ 3,267.90  | WO2201 Sch 1 & 2 DEQ Payment 1                                     |
| 03/07/2022 | 850384 | Dept Enviro Quality    | Water          | \$ 3,994.10  | WO2201 Sch 1 & 2 DEQ Payment 1                                     |
| 03/07/2022 | 850386 | Desert Mt Corp         | Street/Traffic | \$ 4,757.35  | ice slicer                                                         |
| 03/07/2022 | 850386 | Desert Mt Corp         | Street/Traffic | \$ 4,815.94  | ice slicer                                                         |
| 03/07/2022 | 850386 | Desert Mt Corp         | Street/Traffic | \$ 4,564.97  | ice slicer                                                         |
| 03/07/2022 | 850389 | DOWL                   | Arterial Str   | \$ 2,325.00  | 24th St W/Central Ave Signal Improvements                          |
| 03/07/2022 | 850389 | DOWL                   | Storm Sewer    | \$ 30,689.20 | WO 20-24 West End Storm System Improvements                        |
| 03/07/2022 | 850390 | Eastern OR Communicate | Wastewater     | \$ 1,647.50  | Radios                                                             |
| 03/07/2022 | 850390 | Eastern OR Communicate | Water          | \$ 1,647.50  | Radios                                                             |
| 03/07/2022 | 850396 | Empire Garage Owners   | Parking        | \$ 8,604.61  | 2232022_City of Billings February Assessment                       |

| Check Date | Check#  | Name                         | Fund Name     | Amount        | Item Desc                                                       |
|------------|---------|------------------------------|---------------|---------------|-----------------------------------------------------------------|
| 03/07/2022 | 850402  | Four Seasons Landscape       | Facilities    | \$ 4,805.00   | Snow Removal- BOC, Evidence Center, Animal Shelter on 2-28-2022 |
| 03/07/2022 | 850402  | Four Seasons Landscape       | Facilities    | \$ 945.00     | Snow removal -Stillwater Building 2-28-2022                     |
| 03/07/2022 | 850403  | Goche                        | PD Program    | \$ 2,500.00   | Rocky Mountain SAPST Training Phase 1 & 2                       |
| 03/07/2022 | 850404  | Good Earth Works             | Park Dist 1   | \$ 21,707.44  | WO 20-19 North Park Irrigation System Replacement               |
| 03/07/2022 | 850406  | Grainger Parts               | Public Safety | \$ 31.07      | 9218367713                                                      |
| 03/07/2022 | 850406  | Grainger Parts               | Wastewater    | \$ 2,301.60   | E lights for WRF                                                |
| 03/07/2022 | 850406  | Grainger Parts               | Wastewater    | \$ 53.03      | Hand sanitizer                                                  |
| 03/07/2022 | 850406  | Grainger Parts               | Wastewater    | \$ 14.72      | Windshield washer fluid                                         |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 68.40      | 2 1/2" PAINT BRUSH P/N: 36XE59                                  |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 25.54      | 5/8 STAINLESS STEEL NUTS - 100 PER BOX (70716)                  |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 62.40      | AA BATTERIES P/N: 5LE23                                         |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 80.89      | Cord patches                                                    |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 53.04      | Hand sanitizer                                                  |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 23.58      | Patch cord                                                      |
| 03/07/2022 | 850406  | Grainger Parts               | Water         | \$ 14.72      | Windshield washer fluid                                         |
| 03/07/2022 | ACH HDR |                              | Wastewater    | \$ 27,228.90  | WO 19-21 WRF Influent Lift Station                              |
| 03/07/2022 | ACH HDR |                              | Wastewater    | \$ 8,210.64   | WO 20-44 WRF Nutrient Recovery Improvements Project             |
| 03/07/2022 | ACH HDR |                              | Water         | \$ 140,321.01 | WO 19-12 West End Reservoir; 12000410850/34                     |
| 03/07/2022 | ACH HDR |                              | Water         | \$ 19,331.59  | WO 1912 Westend Reservoir FEMA Grant Witting Services           |
| 03/07/2022 | 850414  | High Point Network           | IT Resources  | \$ 1,880.00   | Qty. 20 10GB Juniper SFP modules                                |
| 03/07/2022 | 850414  | High Point Network           | Phone System  | \$ 2,189.00   | Bright Metrics Annual Renewal 2022-2023                         |
| 03/07/2022 | 850420  | Insight Public Sector        | PD Program    | \$ 3,340.34   | Qty. 2 MS Surface books, i5, 8GB RAM, 256GB SSD                 |
| 03/07/2022 | 850420  | Insight Public Sector        | PD Program    | \$ 325.60     | Qty. 2 MS Surface docking stations                              |
| 03/07/2022 | 850420  | Insight Public Sector        | Public Safety | \$ 9,743.32   | Qty.3 FZ 55 Toughbooks, -Police                                 |
| 03/07/2022 | 850420  | Insight Public Sector        | Public Safety | \$ (6.42)     | Qty.3 FZ 55 Toughbooks, -Police                                 |
| 03/07/2022 | 850421  | Integrate Info Solutions     | IT Resources  | \$ 5,750.00   | IBM Maint.starting 3/10/2022                                    |
| 03/07/2022 | 850424  | JBT Aero Tech                | Airport       | \$ 691,041.74 | Eight Passenger Boarding Bridges - Local Share                  |
| 03/07/2022 | 850425  | Johnson Controls             | Airport       | \$ 2,810.00   | Invoice #1-115445286214. Badges                                 |
| 03/07/2022 | 850426  | Johnson Laffen Galloway Arch | GO Const      | \$ 35,498.90  | Phase 1 Stillwater Bldg - develop comprehensive master plan     |
| 03/07/2022 | 850444  | Life-Assist                  | Public Safety | \$ 96.00      | AL353A, SANI-HANDS ALC HAND WIPE (TUB OF 135)                   |
| 03/07/2022 | 850444  | Life-Assist                  | Public Safety | \$ 109.00     | GL 375L, SUPRENO EC NITRILE EXAM GLOVE, LARGE                   |
| 03/07/2022 | 850444  | Life-Assist                  | Public Safety | \$ 981.00     | GL 375L, SUPRENO EC NITRILE EXAM GLOVE, LARGE                   |
| 03/07/2022 | 850444  | Life-Assist                  | Public Safety | \$ 109.00     | GL 375XL, SUPRENO EC NITRILE EXAM GLOVE, X-LARGE                |
| 03/07/2022 | 850444  | Life-Assist                  | Public Safety | \$ 981.00     | GL 375XL, SUPRENO EC NITRILE EXAM GLOVE, X-LARGE                |

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|------------|--------|-------------------------|---------------|--------------|-------------------------------------------------------------------|
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ 21.64     | IN920 ADC RING CUTTER                                             |
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ 5.46      | MD150, ASPIRIN, CHEWABLE, 81MG (BOTTLE OF 36)                     |
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ 189.60    | MD5697, IBUPROFEN, 200 MG UNIT DOSE, PACKS OF 2                   |
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ 60.41     | MD75, ACETAMINOPHEN (325 MG) UNIT DOSE, PKS OF 2                  |
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ 82.08     | MD80547, NEO-SYNEPHRINE NASAL SPRAY, 0.5%, 15ML                   |
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ -         | QUOTE #Q95549, EMS SUPPLIES                                       |
| 03/07/2022 | 850444 | Life-Assist             | Public Safety | \$ -         | QUOTE #Q95549, EMS SUPPLIES, CUSTOMER #59101BFD                   |
| 03/07/2022 | 850448 | Madden Division         | Water         | \$ 7,770.00  | Staples for tank liner repair                                     |
| 03/07/2022 | 850450 | Med-Eng, LLC            | PD Program    | \$ 37,431.00 | Bomb Suit.                                                        |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 54,674.95 | AIP-73 Terminal Expansion - Eligible for Reimbursement            |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 4,625.43  | AIP-73 Terminal Expansion - Ineligible for Reimbursement          |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 6,615.15  | Amendment 27 West Hangar Improvement - Design                     |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 1,982.56  | FY 22 Amendment 28. On call Engineering Services                  |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 537.49    | Passenger Boarding Jet Bridges - Eligible Local Share             |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 45.47     | Passenger Boarding Jet Bridges - Ineligible Share                 |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 447.90    | Terminal Expansion Project-Terminal Security-CA-Federal Share     |
| 03/07/2022 | 850462 | Morrison Maierle        | Airport       | \$ 37.89     | Terminal Expansion Project-Terminal Security-CA-Local Share       |
| 03/07/2022 | 850462 | Morrison Maierle        | Wastewater    | \$ 12,799.00 | WO 20-01 Water/Sewer Replacement Project; 226121/25               |
| 03/07/2022 | 850462 | Morrison Maierle        | Wastewater    | \$ 5,151.05  | WO 20-14 Wastewater Master Plan Update                            |
| 03/07/2022 | 850462 | Morrison Maierle        | Wastewater    | \$ 16,562.92 | WO 22-10 Alkali Crk Water & Sewer Extension, Consultant Agreement |
| 03/07/2022 | 850462 | Morrison Maierle        | Water         | \$ 1,073.00  | WO 21-01 Water/Sewer Replacement Project Pioneer Park             |
| 03/07/2022 | 850462 | Morrison Maierle        | Water         | \$ 20,243.58 | WO 22-10 Alkali Crk Water & Sewer Extension, Consultant Agreement |
| 03/07/2022 | 850455 | MT Dept Enviro Quality  | Storm Sewer   | \$ 5,000.00  | Annual DEQ Fee                                                    |
| 03/07/2022 | 850455 | MT Dept Enviro Quality  | Storm Sewer   | \$ 750.00    | MTG77 Outfall charge MTG70013                                     |
| 03/07/2022 | 850455 | MT Dept Enviro Quality  | Wastewater    | \$ 1,200.00  | MTR000459 Annual Supply Fee                                       |
| 03/07/2022 | 850458 | MT Municipal Interlocal | Property Ins  | \$ 37,829.90 | February 2022 Liability Self Insurance payments                   |
| 03/07/2022 | 850465 | MT Waterworks           | Wastewater    | \$ 1,277.68  | PARTS FOR SEWER REPAIR                                            |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 72.00     | 1/4" 90° STREET ELL - BRASS                                       |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 37.50     | 102 SPIROL PIN FOR WB67                                           |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 3,981.12  | 16" PLASTIC PIPE CLASS - 200 SDR-14- C-900 SLIP HUB               |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 112.64    | 3/4" IPS PEP HANDY-LOC X FIP ADAPTER                              |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 3,813.30  | 3/4" METER LOOPS AKA YOKE                                         |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 5,627.04  | 3/4" METER LOOPS AKA YOKE                                         |
| 03/07/2022 | 850465 | MT Waterworks           | Water         | \$ 68.76     | BRASS BUSHING 1-1/4" X 3/4"                                       |

| Check Date | Check# | Name                 | Fund Name      | Amount       | Item Desc                                          |
|------------|--------|----------------------|----------------|--------------|----------------------------------------------------|
| 03/07/2022 | 850474 | Northwest Pipe       | Water          | \$ 14,070.00 | 6' protectus 3 ecoder                              |
| 03/07/2022 | 850474 | Northwest Pipe       | Water          | \$ 6,200.00  | R900 MIU W/6' WIRE 13442- - 200 ENHANCED PIT       |
| 03/07/2022 | 850474 | Northwest Pipe       | Water          | \$ (31.93)   | Tubing cutter refund                               |
| 03/07/2022 | 850475 | NorthWestern Energy  | Airport        | \$ 30,209.72 | 0100482-9. Vault Main Account. February 2022       |
| 03/07/2022 | 850475 | NorthWestern Energy  | Airport        | \$ 941.32    | 1669567-8. TSA. February 2022                      |
| 03/07/2022 | 850475 | NorthWestern Energy  | Airport        | \$ 498.16    | 2001865-1. Detail Bay 4 Avis/Budget. February 2022 |
| 03/07/2022 | 850475 | NorthWestern Energy  | Airport        | \$ 427.57    | 3446396-8. USDA. February 2022.                    |
| 03/07/2022 | 850475 | NorthWestern Energy  | Airport        | \$ 1,293.52  | 3477231-9. Parking Zone. February 2022             |
| 03/07/2022 | 850475 | NorthWestern Energy  | Engineering    | \$ 45.02     | Fees for Depot parking lot                         |
| 03/07/2022 | 850475 | NorthWestern Energy  | Engineering    | \$ 678.98    | The depot electric use                             |
| 03/07/2022 | 850475 | NorthWestern Energy  | General        | \$ 109.81    | 0712539-6                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | General        | \$ 10.13     | 1635289-0                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Library        | \$ 4,298.62  | 3039007-4 Library electricity February 2022        |
| 03/07/2022 | 850475 | NorthWestern Energy  | Park Dist 1    | \$ 7.82      | 0920801-8                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Park Dist 1    | \$ 28.54     | 1160780-1                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Park Dist 1    | \$ 6.00      | 1230066-1                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Park Dist 1    | \$ 10.98     | 3020837-5                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Park Dist 1    | \$ 6.00      | 3477233-5                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Radio          | \$ 129.95    | 1006915-1                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Street/Traffic | \$ 6.74      | 2047000-1                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Street/Traffic | \$ 7.21      | 2047011-8                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Street/Traffic | \$ 6.11      | 3660075-7                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Wastewater     | \$ 334.18    | 0723878-5                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Wastewater     | \$ 1,115.82  | 2132749-9                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Water          | \$ 510.51    | 0100478-7                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Water          | \$ 9.58      | 0722249-0                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Water          | \$ 1,940.22  | 0722270-6                                          |
| 03/07/2022 | 850475 | NorthWestern Energy  | Water          | \$ 1,967.58  | 0723043-6                                          |
| 03/07/2022 | 850479 | Proforce Law Enforce | PD Program     | \$ 5,000.00  | Taser's and cartridges. 2019 JAG.                  |
| 03/07/2022 | 850479 | Proforce Law Enforce | PD Program     | \$ 5,000.00  | Taser's and cartridges. 2020 JAG                   |
| 03/07/2022 | 850479 | Proforce Law Enforce | PD Program     | \$ 1,616.55  | Taser's and cartridges. 2021 JAG.                  |
| 03/07/2022 | 850480 | Public Utilities     | Airport        | \$ 5,598.10  | 136516                                             |
| 03/07/2022 | 850480 | Public Utilities     | Facilities     | \$ 510.31    | 158260                                             |
| 03/07/2022 | 850480 | Public Utilities     | Park Dist 1    | \$ 99.41     | 255552                                             |

| Check Date | Check# | Name                    | Fund Name      | Amount          | Item Desc                                                        |
|------------|--------|-------------------------|----------------|-----------------|------------------------------------------------------------------|
| 03/07/2022 | 850480 | Public Utilities        | Wastewater     | \$ 9.60         | 180645                                                           |
| 03/07/2022 | 850491 | Rocky Mt Health Network | City Ins Fund  | \$ 7,800.00     | Inv. 45926 February 2022 Healthy Is Wellness                     |
| 03/07/2022 | 850493 | Sanderson Stewart       | Arterial Str   | \$ 25,502.50    | WO 22-28 Grand Ave & 32nd Street West Traffic Signal Improve     |
| 03/07/2022 | 850493 | Sanderson Stewart       | Gas Tax        | \$ 5,990.00     | WO 22-02 Missing Sidewalk                                        |
| 03/07/2022 | 850493 | Sanderson Stewart       | Park Dist 1    | \$ 7,058.70     | WO 22-32 Riverfront Park Trail                                   |
| 03/07/2022 | 850493 | Sanderson Stewart       | Tax Incrmnt S  | \$ 91,970.50    | WO 21-42 SBURA Streets improvements, Phase 1                     |
| 03/07/2022 | 850493 | Sanderson Stewart       | Water          | \$ 8,209.03     | WO 20-30 Hallowell Lane Improvement                              |
| 03/07/2022 | 850500 | Sletten Construction    | Airport        | \$ 1,140,622.18 | AIP-73 Terminal Expansion - Eligible for Reimbursement           |
| 03/07/2022 | 850500 | Sletten Construction    | Airport        | \$ 96,495.15    | AIP-73 Terminal Expansion - Ineligible for Reimbursement         |
| 03/07/2022 | 850502 | Solid Waste Systems     | Solid Waste    | \$ 144.43       | 140118                                                           |
| 03/07/2022 | 850502 | Solid Waste Systems     | Solid Waste    | \$ 145.60       | 140135                                                           |
| 03/07/2022 | 850502 | Solid Waste Systems     | Solid Waste    | \$ 3,364.61     | 140137                                                           |
| 03/07/2022 | 850502 | Solid Waste Systems     | Street/Traffic | \$ 1,334.79     | 140143                                                           |
| 03/07/2022 | 850504 | Steiner Thuesen         | Park Dist 1    | \$ 6,364.20     | W.O.22-08 Central Park Tennis Court 1                            |
| 03/07/2022 | 850507 | Super Bright LEDs       | Wastewater     | \$ 2,028.28     | Lights                                                           |
| 03/07/2022 | 850507 | Super Bright LEDs       | Water          | \$ 2,028.29     | Lights                                                           |
| 03/07/2022 | 850514 | Top Tier Disc Golf      | Park Dist 1    | \$ 4,252.50     | Diamond X disc golf baskets                                      |
| 03/07/2022 | 850515 | Town & Country Supply   | Fleet          | \$ 12,084.52    | 424008 PO NUM 314005                                             |
| 03/07/2022 | 850515 | Town & Country Supply   | Fleet          | \$ 21,584.62    | 424211 PO NUM 314005                                             |
| 03/07/2022 | 850515 | Town & Country Supply   | Transit        | \$ 17,283.00    | 425430 PO NUM 314012. 6000 Gal Dyed #2 Diesel                    |
| 03/07/2022 | 850515 | Town & Country Supply   | Transit        | \$ 18,644.46    | 425571 PO NUM 314012. 2999 Gal Dyed #2 & 3000 Gal Dyed #1 Diesel |
| 03/07/2022 | 850516 | Tractor & Equipment     | Street/Traffic | \$ 893.60       | BLCS0775438                                                      |
| 03/07/2022 | 850516 | Tractor & Equipment     | Wastewater     | \$ 3,338.18     | BLCS0775063                                                      |
| 03/07/2022 | 850518 | TraffiCalm Systems      | Street/Traffic | \$ 10,802.28    | RRFB/push buttons/controllers/battery collaborator               |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 206.52       | U2G 120354, ODC Carrier                                          |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 206.52       | U2G 120357, ODC carrier                                          |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 163.62       | U2G 120359, ODC Carrier                                          |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 163.62       | U2G 120360, ODC Carrier                                          |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 4,679.64     | U2G 120782, Class B pants                                        |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 2,024.70     | U2G 121750, carrier, sleeves, plates                             |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 2,570.20     | U2G 121752, hi-lite carrier, ODC Carriers, plates and sleeves    |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 909.80       | U2G INV/2022/02/0170, carrier, sleeve, plates                    |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 909.80       | U2G INV/2022/02/0171, carrier sleeves, plates                    |
| 03/07/2022 | 850522 | Uniforms2gear           | Public Safety  | \$ 909.80       | U2G INV/2022/02/0172                                             |

| Check Date | Check# | Name                   | Fund Name     | Amount       | Item Desc                                      |
|------------|--------|------------------------|---------------|--------------|------------------------------------------------|
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 909.80    | U2G INV/2022/02/0173, Carrier, Sleeve, plate   |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 909.80    | U2G INV/2022/02/0174, carrier, sleeves, plates |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 909.80    | U2G INV/2022/02/0175, carrier, sleeves, plates |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 909.80    | U2G INV/2022/02/0176, carrier, sleeves plates  |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 909.80    | U2G INV/2022/02/0177, carrier, sleeves, plates |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 206.52    | U2G120355, ODC Carrier                         |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 206.52    | U2G120356, ODC Carrier                         |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 163.62    | U2G120361, ODC Carrier                         |
| 03/07/2022 | 850522 | Uniforms2gear          | Public Safety | \$ 163.62    | U2G120362, ODC Carrier                         |
| 03/07/2022 | 850525 | Warren Transport       | PD Program    | \$ 31,333.99 | WO 21-23 Police Shooting Range Improvements    |
| 03/07/2022 | 850526 | WatchGuard Video       | Public Safety | \$ 11,750.00 | Body cameras.                                  |
| 03/07/2022 | 850527 | Watersmart Software    | Water         | \$ 56,312.00 | Yr 4- Software for platform and support        |
| 03/07/2022 | 850531 | Yllwstn Vly An Shelter | PD Program    | \$ 27,702.12 | Cat and dog boarding. Vaccinations.            |
| 03/07/2022 | 850531 | Yllwstn Vly An Shelter | Public Safety | \$ 1,200.50  | boarding hold on a cruelty hold                |

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Payment of Claims for week of March 14, 2022  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** No  
**Legal Review** Not Applicable

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$2,047,375.68 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 is 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.

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**Attachments**

| Check Date | Check# | Name               | Fund Name      | Amount        | Item Desc                        |
|------------|--------|--------------------|----------------|---------------|----------------------------------|
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ (1,797.79) | 3755220 PO NUM 313677            |
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ 76.08      | 3752874 PO NUM 313677            |
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ 990.00     | 3758522 PO NUM 313677            |
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ 1,422.69   | PO Num 313677                    |
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ 1,970.22   | 3755367 PO NUM 313677            |
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ 3,972.36   | 3758365 PO NUM 313677            |
| 03/14/2022 | ACH    | A & I Distributors | Fleet          | \$ 18,151.86  | 3752874 PO NUM 313677            |
| 03/14/2022 | ACH    | A & I Distributors | Public Safety  | \$ 52.53      | 3752874                          |
| 03/14/2022 | ACH    | A & I Distributors | Solid Waste    | \$ 53.25      | 3752874                          |
| 03/14/2022 | ACH    | A & I Distributors | Solid Waste    | \$ 247.69     | Battery Operated Pump. Landfill. |
| 03/14/2022 | ACH    | A & I Distributors | Solid Waste    | \$ 538.58     | 55G PUR DT 10WTO401T. Landfill.  |
| 03/14/2022 | ACH    | A & I Distributors | Solid Waste    | \$ 825.00     | 330 gal DEF Tote. Landfill.      |
| 03/14/2022 | ACH    | A & I Distributors | Solid Waste    | \$ 825.00     | 330GAL DEF Tote. Collections     |
| 03/14/2022 | ACH    | A & I Distributors | Solid Waste    | \$ 825.00     | 330gal DEF Tote. Collections.    |
| 03/14/2022 | ACH    | A & I Distributors | Street/Traffic | \$ 52.53      | 3752874                          |
| 03/14/2022 | ACH    | A & I Distributors | Street/Traffic | \$ 1,650.00   | 3758407                          |
| 03/14/2022 | ACH    | A & I Distributors | Transit        | \$ 1,650.00   | 3752351 PO NUM 313677. DEF       |
| 03/14/2022 | ACH    | A & I Distributors | Transit        | \$ 1,764.34   | 3749162 PO NUM 313677. SW-40 Oil |
| 03/14/2022 | 850537 | Advanced Employ    | Solid Waste    | \$ 3,096.13   | Contract labor for Landfill.     |
| 03/14/2022 | 850544 | Archie Cochrane    | Fleet          | \$ 24.30      | 5408387 PO NUM 314046            |
| 03/14/2022 | 850544 | Archie Cochrane    | General        | \$ 87.47      | 5408697                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 17.82      | 5408760                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 18.63      | 5408449                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 39.89      | 5409105                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 43.50      | 5409056                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 61.63      | 5409701                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 87.84      | 5408350                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 91.04      | 5409634                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 96.49      | 5408244                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 97.37      | 5409678                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 97.54      | 5409816                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 99.09      | 5409419                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 126.62     | 5409055                          |
| 03/14/2022 | 850544 | Archie Cochrane    | Public Safety  | \$ 157.90     | 5408560                          |

| Check Date | Check# | Name                  | Fund Name        | Amount       | Item Desc                                                |
|------------|--------|-----------------------|------------------|--------------|----------------------------------------------------------|
| 03/14/2022 | 850544 | Archie Cochrane       | Public Safety    | \$ 229.05    | 5409860                                                  |
| 03/14/2022 | 850544 | Archie Cochrane       | Public Safety    | \$ 363.75    | 5409485                                                  |
| 03/14/2022 | 850544 | Archie Cochrane       | Public Safety    | \$ 435.58    | 5408254                                                  |
| 03/14/2022 | 850544 | Archie Cochrane       | Public Safety    | \$ 525.00    | 5408691                                                  |
| 03/14/2022 | 850558 | Billings Tourism      | Tour BID #2      | \$ 23,674.46 | Paid February Distributed March 2022                     |
| 03/14/2022 | 850562 | Brenntag Pacific      | Wastewater       | \$ 5,446.09  | Sodium Chlorite                                          |
| 03/14/2022 | 850564 | Bridgestone/Firestone | Transit          | \$ 1,842.36  | 6524270047                                               |
| 03/14/2022 | 850564 | Bridgestone/Firestone | Transit          | \$ 1,924.44  | 6524270051                                               |
| 03/14/2022 | 850565 | Bright & Beautiful    | Solid Waste      | \$ 6,000.00  | 2022 Annual support per ne MOU                           |
| 03/14/2022 | 850565 | Bright & Beautiful    | Str Maint Dist   | \$ 6,000.00  | 2022 Annual support per ne MOU                           |
| 03/14/2022 | 850567 | Business Tax Section  | Airport          | \$ 974.70    | AIP-73 Terminal Expansion - Ineligible for Reimbursement |
| 03/14/2022 | 850567 | Business Tax Section  | Airport          | \$ 6,980.22  | Eight Passenger Boarding Bridges - Local Share           |
| 03/14/2022 | 850567 | Business Tax Section  | Airport          | \$ 11,521.43 | AIP-73 Terminal Expansion - Eligible for Reimbursement   |
| 03/14/2022 | 850567 | Business Tax Section  | Gas Tax          | \$ 7.75      | Bike Boulevard-Avenue D; WO2108 Pymt 4F                  |
| 03/14/2022 | 850567 | Business Tax Section  | Park Dist 1      | \$ 219.26    | WO 20-19 North Park Irrigation System Replacement        |
| 03/14/2022 | 850567 | Business Tax Section  | Park Dist 1      | \$ 365.00    | install playground equipment at Terry Park-payment #1    |
| 03/14/2022 | 850567 | Business Tax Section  | PD Program       | \$ 316.51    | WO 21-23 Police Shooting Range Improvements              |
| 03/14/2022 | 850567 | Business Tax Section  | Wastewater       | \$ 0.01      | WRF Control Room Remodel                                 |
| 03/14/2022 | 850567 | Business Tax Section  | Wastewater       | \$ 34.84     | WRF Control Room Remodel                                 |
| 03/14/2022 | 850586 | Desert Mt Corp        | Street/Traffic   | \$ 4,678.32  | ice slicer                                               |
| 03/14/2022 | 850586 | Desert Mt Corp        | Street/Traffic   | \$ 4,680.90  | ice slicer                                               |
| 03/14/2022 | 850587 | Dixie Petro-Chem      | Water            | \$ 7,692.00  | BULK CHLORINE                                            |
| 03/14/2022 | 850589 | DOWL                  | Planning         | \$ 497.50    | BILLINGS CTSP UPDATE-LMO4102021                          |
| 03/14/2022 | 850589 | DOWL                  | Planning         | \$ 4,512.50  | Billings ByPass Corridor Study                           |
| 03/14/2022 | 850590 | Downtown Blgs BID     | Downtown BID     | \$ 2,861.47  | BID Assessment; Paid February Distributed March 2022     |
| 03/14/2022 | 850592 | EBMS                  | City Ins Fund    | \$ 1,070.00  | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850592 | EBMS                  | City Ins Fund    | \$ 1,232.00  | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850592 | EBMS                  | City Ins Fund    | \$ 1,609.50  | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850592 | EBMS                  | City Ins Fund    | \$ 4,836.30  | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850592 | EBMS                  | City Ins Fund    | \$ 28,954.42 | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850592 | EBMS                  | City Ins Fund    | \$ 60,624.41 | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850592 | EBMS                  | Payroll Clearing | \$ 11,136.16 | EBMS Monthly Statement April 2022                        |
| 03/14/2022 | 850593 | Econo Print           | Public Safety    | \$ 56.16     | LOVE, JEFF: BUSINESS CARDS, 911 CENTER                   |
| 03/14/2022 | 850593 | Econo Print           | Solid Waste      | \$ 2,873.80  | alley container postcards                                |

| Check Date | Check# | Name                  | Fund Name     | Amount       | Item Desc                                   |
|------------|--------|-----------------------|---------------|--------------|---------------------------------------------|
| 03/14/2022 | 850593 | Econo Print           | Solid Waste   | \$ 3,125.72  | alley container postcards                   |
| 03/14/2022 | 850593 | Econo Print           | Solid Waste   | \$ 3,240.95  | Solid Waste brochures                       |
| 03/14/2022 | 850602 | First Am Title Co     | CDBG          | \$ 15,000.00 | FTHB Jesiee Gamble 4151 Morgan Avenue       |
| 03/14/2022 | 850603 | First MT Title Co     | CDBG          | \$ 15,000.00 | FTHB Mariah Bryant 384 Jefferson Street     |
| 03/14/2022 | 850605 | Frontier Psychiatry   | Public Safety | \$ 9,750.00  | Frontier Psychiatry invoice for evals       |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 6.58      | 12292.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 24.92     | 11330.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 35.94     | 12350.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 49.26     | 12526.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 69.21     | 12445.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 79.72     | 10069.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 143.63    | 12710.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 229.76    | 12825.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 585.16    | 12291.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Fleet         | \$ 642.32    | 07696.01 PO NUM 313680                      |
| 03/14/2022 | 850607 | Galles Filter Service | Solid Waste   | \$ 366.14    | Outer Air Filter                            |
| 03/14/2022 | 850607 | Galles Filter Service | Solid Waste   | \$ 456.32    | RS3700 SUB. Landfill.                       |
| 03/14/2022 | 850607 | Galles Filter Service | Solid Waste   | \$ 476.21    | Outer Air Element                           |
| 03/14/2022 | 850607 | Galles Filter Service | Wastewater    | \$ 3.22      | NONSTOCKING ITEMS-P.U.D.                    |
| 03/14/2022 | 850607 | Galles Filter Service | Wastewater    | \$ 6.26      | NONSTOCKING ITEMS-P.U.D.                    |
| 03/14/2022 | 850607 | Galles Filter Service | Wastewater    | \$ 139.78    | DIESEL FUEL TREATMENT                       |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 2.96      | NONSTOCKING ITEMS-P.U.D.                    |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 3.12      | NONSTOCKING ITEMS-P.U.D.                    |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 3.14      | NONSTOCKING ITEMS-P.U.D.                    |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 13.75     | 01087                                       |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 15.15     | NONSTOCKING ITEMS-P.U.D.                    |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 39.60     | WATER PARTS AND SUPPLIES PO NUM 313916      |
| 03/14/2022 | 850607 | Galles Filter Service | Water         | \$ 209.66    | DIESEL FUEL TREATMENT                       |
| 03/14/2022 | 850609 | Great West Eng        | Solid Waste   | \$ 8,609.00  | MISCELLANEOUS ENGINEERING SERVICES LANDFILL |
| 03/14/2022 | 850611 | Guardian Security     | Library       | \$ 10,504.90 | 846 February 2022                           |
| 03/14/2022 | ACH    | HDR                   | Engineering   | \$ 1,846.36  | WO 20-33 Public Works GIS Services          |
| 03/14/2022 | ACH    | HDR                   | Light Maint   | \$ 355.07    | WO 20-33 Public Works GIS Services          |
| 03/14/2022 | ACH    | HDR                   | P.W. Admin    | \$ 3,266.62  | WO 20-33 Public Works GIS Services          |
| 03/14/2022 | ACH    | HDR                   | Solid Waste   | \$ 1,562.30  | WO 20-33 Public Works GIS Services          |

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|------------|---------|------------------------|------------------|--------------|-------------------------------------------------------|
| 03/14/2022 | ACH HDR |                        | Storm Sewer      | \$ 4,154.29  | WO 20-33 Public Works GIS Services                    |
| 03/14/2022 | ACH HDR |                        | Street/Traffic   | \$ 3,728.21  | WO 20-33 Public Works GIS Services                    |
| 03/14/2022 | ACH HDR |                        | Wastewater       | \$ 4,864.43  | WO 20-33 Public Works GIS Services                    |
| 03/14/2022 | ACH HDR |                        | Water            | \$ 15,729.52 | WO 20-33 Public Works GIS Services                    |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ -         | 3899-NYHL-8, 8-FT NEW YORK HOOK DROP FORGED END       |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ -         | 3899-NYHL-4, 4-FT NEW YORK HOOK DROP FORGED END       |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ -         | 3899-NYHL-6, 6-FT NEW YORK HOOK DROP FORGED END       |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 84.00     | 2899-AA5NF-ND, 1.5"NHF X 1"NHM                        |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 213.25    | FREIGHT/HANDLING: INVOICE 0905873-IN                  |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 555.00    | 2899-D 100DP, 1" NHF X 1" HNM PISTOL GRIP             |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 1,059.00  | 2899-AYSNJ-NF, TFT 2.5" X 1.5" GATED WYE              |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 1,245.00  | 2899-BL-TO 1" NH TFT ULTIMATIC NOZZLES                |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 3,550.00  | 2899-XXC-52, TFT BLITZFIRE GROUND MONITOR PACKAGE     |
| 03/14/2022 | 850616  | Heiman Fire Equipt     | Public Safety    | \$ 5,625.00  | 2899-AXD-1ST-NX-F, TFT JUMBO LOW PROFILE BIV 5" STORZ |
| 03/14/2022 | 850619  | Iaff                   | Payroll Clearing | \$ 4,797.36  | Payroll Summary                                       |
| 03/14/2022 | 850622  | InfoSend Inc           | P.W. Admin       | \$ 2,997.67  | February Services                                     |
| 03/14/2022 | 850622  | InfoSend Inc           | P.W. Admin       | \$ 13,523.12 | February Services                                     |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 5.99      | 58104125                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 8.99      | 58104122                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 8.99      | 58076561                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 9.57      | 58038535                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 9.59      | 58104127                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 9.59      | 58104124                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 9.59      | 58076563                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 9.60      | 58193184                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.00     | 58038541                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.02     | 58038540                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.19     | 58104120                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.20     | 58038532                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.61     | 58038543                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.61     | 58038534                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.79     | 58038538                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 10.79     | 58038543                                              |
| 03/14/2022 | 850623  | Ingram Library Service | Library          | \$ 11.20     | 58038537                                              |

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| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 11.98 | 58038541  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 14.14 | 58104123  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 14.72 | 58193186  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 14.74 | 58193185  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 15.92 | 58104113  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 15.92 | 58038536  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 15.93 | 58038536  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 16.52 | 58193187  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 17.69 | 58193183  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 18.39 | 58076566  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 18.87 | 58076562  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 19.20 | 58104122  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 20.37 | 58038543  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 21.58 | 58104127  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 21.99 | 58076559  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 22.50 | 58038530  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 23.99 | 58038533  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 27.60 | 58076560  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 27.72 | 58104121  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 28.04 | 58076559  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 28.04 | 58076565  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 29.74 | 58104117  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 29.74 | 58104114  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 29.83 | 58076559  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 30.30 | 58104113  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 30.31 | 58076559  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 31.41 | 58038541  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 31.84 | 58104126  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 33.01 | 58193184  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 33.03 | 58104122  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 33.32 | 58104115  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 33.63 | 58038539  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 34.52 | 58104115  |
| 03/14/2022 | 850623 | Ingram Library Service | Library   | \$ 35.98 | 58038542  |

| Check Date | Check# | Name                   | Fund Name      | Amount        | Item Desc                                          |
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| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 36.79      | 58076565                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 38.77      | 58104115                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 39.95      | 58076564                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 40.40      | 58076567                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 43.75      | 58076566                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 44.43      | 58104116                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 48.03      | 58038530                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 48.27      | 58038537                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 49.77      | 58104114                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 66.08      | 58104119                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 72.90      | 58104118                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 102.38     | 58038537                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 116.78     | 58104121                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 123.52     | 58038531                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 133.65     | 58076559                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 347.56     | 58104115                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 396.68     | 58104115                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 664.09     | 58104115                                           |
| 03/14/2022 | 850623 | Ingram Library Service | Library        | \$ 971.10     | 58038544 One Book Billings                         |
| 03/14/2022 | 850628 | Invoice Cloud          | Building       | \$ 127.72     | For Service Period of 02/01/2022 through 2/28/2022 |
| 03/14/2022 | 850628 | Invoice Cloud          | City Ins Fund  | \$ 106.61     | For Service Period of 02/01/2022 through 2/28/2022 |
| 03/14/2022 | 850628 | Invoice Cloud          | Parking        | \$ 238.30     | For Service Period of 02/01/2022 through 2/28/2022 |
| 03/14/2022 | 850628 | Invoice Cloud          | Solid Waste    | \$ 9,792.04   | For Service Period of 02/01/2022 through 2/28/2022 |
| 03/14/2022 | 850628 | Invoice Cloud          | Wastewater     | \$ 10,370.99  | For Service Period of 02/01/2022 through 2/28/2022 |
| 03/14/2022 | 850628 | Invoice Cloud          | Water          | \$ 12,201.17  | For Service Period of 02/01/2022 through 2/28/2022 |
| 03/14/2022 | 850633 | K2 Civil Inc           | Street/Traffic | \$ 162,348.00 | residential plowing of streets 2/21-2/25           |
| 03/14/2022 | 850636 | Kenetrek LLC           | Public Safety  | \$ 60.68      | SHIPPING/HANDLING ON INVOICE 1066474               |
| 03/14/2022 | 850636 | Kenetrek LLC           | Public Safety  | \$ 2,599.92   | WILDLAND BOOTS                                     |
| 03/14/2022 | 850639 | Knife River            | Street/Traffic | \$ 6,985.40   | sand/salt material                                 |
| 03/14/2022 | 850640 | Kois Brothers          | Solid Waste    | \$ 710.80     | 125366                                             |
| 03/14/2022 | 850640 | Kois Brothers          | Street/Traffic | \$ 1,439.72   | 125372                                             |
| 03/14/2022 | 850640 | Kois Brothers          | Street/Traffic | \$ 5,800.00   | tarps for units 1158 and 1193                      |
| 03/14/2022 | 850640 | Kois Brothers          | Water          | \$ 194.66     | NONSTOCKING ITEMS-P.U.D.                           |
| 03/14/2022 | 850643 | L N Curtis & Sons      | Public Safety  | \$ 188.12     | 574325                                             |

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| 03/14/2022 | 850643 | L N Curtis & Sons   | Public Safety    | \$ 188.35   | 574328                                                  |
| 03/14/2022 | 850643 | L N Curtis & Sons   | Public Safety    | \$ 222.87   | 572217                                                  |
| 03/14/2022 | 850643 | L N Curtis & Sons   | Public Safety    | \$ 571.81   | 571369                                                  |
| 03/14/2022 | 850643 | L N Curtis & Sons   | Public Safety    | \$ 4,000.00 | 683804 HURST eDRAULIC TOOLS ANNUAL SERVICE/MAINTENANCE  |
| 03/14/2022 | 850643 | L N Curtis & Sons   | Solid Waste      | \$ 770.81   | 574086                                                  |
| 03/14/2022 | 850660 | MFPE                | Payroll Clearing | \$ 2,720.00 | Payroll Summary                                         |
| 03/14/2022 | 850651 | Michael Shipman     | Airport          | \$ 3,535.89 | Lighted Numerals                                        |
| 03/14/2022 | 850653 | Midland W Manufac   | Solid Waste      | \$ 9,180.00 | 18058                                                   |
| 03/14/2022 | 850656 | Montana CSED        | Payroll Clearing | \$ 3,160.48 | Payroll Summary                                         |
| 03/14/2022 | 850666 | MPPA                | Payroll Clearing | \$ 3,908.80 | Payroll Summary                                         |
| 03/14/2022 | 850657 | MT Dakota Utilities | EOC 911          | \$ 70.04    | 082-939-8378-2 STANDBY GENERATOR - 911 CENTER, BILLINGS |
| 03/14/2022 | 850657 | MT Dakota Utilities | General          | \$ 607.18   | 902 360 1000 6                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Public Safety    | \$ 26.00    | 357 004 5071 7                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Public Safety    | \$ 455.47   | 958 650 1000 3                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Public Safety    | \$ 1,126.16 | 307 111 5825 0                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Public Safety    | \$ 1,865.36 | 819 360 1000 8                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Wastewater       | \$ 26.86    | 559 250 1000 5                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Wastewater       | \$ 132.94   | 470 750 1000 0                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Wastewater       | \$ 149.07   | 017 739 3911 9                                          |
| 03/14/2022 | 850657 | MT Dakota Utilities | Water            | \$ 750.44   | 825 150 1000 5                                          |
| 03/14/2022 | 850664 | MT State Firemen    | Payroll Clearing | \$ 4,400.66 | Payroll Summary                                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 6.11     | 0712805-1. IP-10. February 2022                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 8.43     | 0712813-5. Burn Pit. February 2022                      |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 12.00    | 0712534-7. Gate 16 Light. February 2022                 |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 22.48    | 0712797-0. Gate 9. February 2022                        |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 25.99    | 0720296-3. Gate 29. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 28.34    | 2114868-9. Runway Weather System. February 2022         |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 28.65    | 0712791-3. Gate 16. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 29.87    | 0719761-9. Gate 15. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 31.33    | 0719762-7. Gate 13. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 33.26    | 0719759-3. Gate 12. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 37.62    | 0712795-4. Gate 17. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 67.53    | 0719760-1. Gate 14. February 2022                       |
| 03/14/2022 | 850675 | NorthWestern Energy | Airport          | \$ 131.59   | 0712535-4. Employee Parking. February 2022              |

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| 03/14/2022 | 850675 | NorthWestern Energy | Building    | \$ 26.23  | 1569631-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Facilities  | \$ 8.18   | 3866815-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | General     | \$ 97.90  | 0720841-6 |
| 03/14/2022 | 850675 | NorthWestern Energy | General     | \$ 130.68 | 0712538-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ -      | 0723039-4 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 0.80   | 1692666-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 3.31   | 1156527-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 3.96   | 0723391-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 1588262-4 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 0723046-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.00   | 3178260-0 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722280-5 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722283-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722284-7 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722253-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0723025-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.11   | 0722281-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.25   | 0722976-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 6.36   | 0723049-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 7.33   | 1902257-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 8.22   | 0722258-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 8.22   | 0722862-0 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 8.26   | 0722272-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 8.28   | 0722274-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 9.35   | 1849408-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 9.79   | 0722852-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 12.00  | 0722279-7 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 12.00  | 0722808-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 12.18  | 0978917-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 12.30  | 0722259-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 17.86  | 0723887-6 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 17.86  | 0723065-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 17.86  | 0723064-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 18.96  | 3241436-9 |

| Check Date | Check# | Name                | Fund Name   | Amount    | Item Desc |
|------------|--------|---------------------|-------------|-----------|-----------|
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 19.93  | 0999807-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 21.76  | 0813489-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 25.37  | 1904944-4 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 27.57  | 0722277-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 28.06  | 0722278-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 33.32  | 1941243-6 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 54.47  | 0722901-6 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 74.53  | 0723005-5 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 80.32  | 0722275-5 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 121.35 | 0723884-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 172.57 | 0722256-5 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 209.91 | 0722273-0 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 227.06 | 0793134-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 399.66 | 0722995-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Park Dist 1 | \$ 657.88 | 3771457-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parking     | \$ 33.39  | 3835890-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ -      | 3707234-5 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ -      | 1513796-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ -      | 3707235-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 0.46   | 1045813-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 0.57   | 0723392-7 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 0.57   | 3707236-0 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 0.69   | 0723885-0 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 0.70   | 1312707-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 0.80   | 0971824-8 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 1.04   | 2041362-1 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 1.13   | 1948667-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 1.13   | 1265177-4 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 2.64   | 0723391-9 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 5.13   | 0723879-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 5.30   | 2055817-7 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 5.52   | 0722272-2 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723394-3 |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint | \$ 6.11   | 0723396-8 |

| Check Date | Check# | Name                | Fund Name      | Amount      | Item Desc                                     |
|------------|--------|---------------------|----------------|-------------|-----------------------------------------------|
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.11     | 0723397-6                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.11     | 0723835-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.11     | 0723384-4                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.11     | 0723395-0                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.11     | 0723398-4                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.25     | 0723840-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.60     | 0723883-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.60     | 1564209-3                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.74     | 0723393-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.74     | 0881455-0                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 6.97     | 1514388-6                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 7.82     | 1513804-3                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 7.85     | 0723388-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 7.85     | 0723385-1                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 7.85     | 0723386-9                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 7.85     | 0723387-7                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 8.22     | 0723836-3                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 9.15     | 1513802-7                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Parks Maint    | \$ 35.33    | 1513800-1                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Public Safety  | \$ 36.43    | 0712532-1                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Public Safety  | \$ 356.82   | 0720817-6                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Public Safety  | \$ 362.88   | FIRE 6: 0100477-9 - MONTHLY ELECTRIC SERVICES |
| 03/14/2022 | 850675 | NorthWestern Energy | Public Safety  | \$ 1,005.83 | 1183483-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Solid Waste    | \$ 53.73    | 3922089-2                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 0.69     | 3590004-2                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 0.79     | 1797828-9                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 6.36     | 0855404-0                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 6.74     | 2047019-1                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 6.74     | 2047010-0                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 7.09     | 2047017-5                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 7.09     | 2047013-4                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 7.33     | 2047018-3                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 7.45     | 2047007-6                                     |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 36.53    | 1045820-6                                     |

| Check Date | Check# | Name                | Fund Name      | Amount      | Item Desc                         |
|------------|--------|---------------------|----------------|-------------|-----------------------------------|
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 67.07    | 3648861-7                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Street/Traffic | \$ 124.49   | 1738989-1                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Transit        | \$ 2,093.92 | 0100473-8. Monad Road. March 2022 |
| 03/14/2022 | 850675 | NorthWestern Energy | Wastewater     | \$ 13.15    | 1704025-4                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Wastewater     | \$ 90.71    | 1704030-4                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Wastewater     | \$ 316.78   | 0723383-6                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Water          | \$ 6.47     | 1867265-9                         |
| 03/14/2022 | 850675 | NorthWestern Energy | Water          | \$ 315.73   | 805 Constitution Ave              |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 78.30    | P8977712                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 129.58   | P8976812                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 145.56   | P8977612                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 158.50   | P8978512                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 165.66   | P8931612                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 179.06   | P8977212                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 1,293.25 | W3337812                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 1,557.77 | W3348112                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 1,647.44 | P8901612                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 6,182.75 | W3348112                          |
| 03/14/2022 | 850684 | RDO Equipment       | Solid Waste    | \$ 6,403.46 | W3337812                          |
| 03/14/2022 | 850684 | RDO Equipment       | Water          | \$ (115.98) | 8977312                           |
| 03/14/2022 | 850684 | RDO Equipment       | Water          | \$ 351.06   | 9008612                           |
| 03/14/2022 | 850684 | RDO Equipment       | Water          | \$ 381.54   | 9005812                           |
| 03/14/2022 | 850684 | RDO Equipment       | Water          | \$ 1,795.17 | 8970412                           |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 63.42    | 22JanRimrockTherapyBond           |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 110.91   | 22JanRimrockMHEBond               |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 110.91   | 22JanRimrockMHEHammond            |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 157.34   | 22JanRimrockOfficeVisitBrun       |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 270.97   | 22JanRimrockPsychEvalBond         |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 270.97   | 22JanRimrockPsychEvalLaforge      |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 280.89   | 22JanRimrockTherapyPitman         |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 374.52   | 22JanRimrockTherapyBrun           |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 561.78   | 22JanRimrockTherapyLaforge        |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 870.00   | 22JanRimrockAncillary             |
| 03/14/2022 | 850686 | Rimrock Foundation  | Court Grants   | \$ 870.00   | 22JanRimrockAncillaryDUI          |

| Check Date | Check# | Name                  | Fund Name      | Amount        | Item Desc                                                             |
|------------|--------|-----------------------|----------------|---------------|-----------------------------------------------------------------------|
| 03/14/2022 | 850686 | Rimrock Foundation    | Court Grants   | \$ 1,652.94   | 22JanRimrockNoInsurCoPayDeductible                                    |
| 03/14/2022 | 850686 | Rimrock Foundation    | Court Grants   | \$ 3,294.56   | 22JanRimrockNoInsurCoPayDeductible                                    |
| 03/14/2022 | 850693 | SHI International     | General        | \$ 29,790.86  | NEOGOV HR Applicant Tracking software                                 |
| 03/14/2022 | 850695 | Solid Waste System    | Solid Waste    | \$ 372.67     | 140328                                                                |
| 03/14/2022 | 850695 | Solid Waste System    | Solid Waste    | \$ 428.85     | 140646                                                                |
| 03/14/2022 | 850695 | Solid Waste System    | Solid Waste    | \$ 532.30     | 140598                                                                |
| 03/14/2022 | 850695 | Solid Waste System    | Solid Waste    | \$ 808.87     | 140705                                                                |
| 03/14/2022 | 850695 | Solid Waste System    | Solid Waste    | \$ 2,027.57   | 140538                                                                |
| 03/14/2022 | 850695 | Solid Waste System    | Solid Waste    | \$ 8,263.21   | 140313                                                                |
| 03/14/2022 | 850695 | Solid Waste System    | Street/Traffic | \$ 544.28     | 140637                                                                |
| 03/14/2022 | 850697 | Spencer Industries    | Solid Waste    | \$ 3,358.20   | 31858202                                                              |
| 03/14/2022 | 850697 | Spencer Industries    | Solid Waste    | \$ 5,042.15   | 31870900                                                              |
| 03/14/2022 | 850704 | Steves Install        | Park Dist 1    | \$ 36,135.00  | install playground equipment at Terry Park                            |
| 03/14/2022 | 850710 | Tetra Tech            | Solid Waste    | \$ 3,582.50   | Environmental Monitoring Services for the Landfill                    |
| 03/14/2022 | 850711 | Tire-Rama             | Solid Waste    | \$ 200.00     | Tire repair. Landfill.                                                |
| 03/14/2022 | 850711 | Tire-Rama             | Solid Waste    | \$ 4,310.00   | Tire repair. Collections.                                             |
| 03/14/2022 | 850711 | Tire-Rama             | Solid Waste    | \$ 4,955.00   | Tire repair and purchase. Collections.                                |
| 03/14/2022 | 850711 | Tire-Rama             | Solid Waste    | \$ 5,000.00   | Tire repair. Collections.                                             |
| 03/14/2022 | 850712 | Toole Design Group    | Planning       | \$ 4,692.00   | SAFE ROUTES TO SCHOOL UPDATE                                          |
| 03/14/2022 | 850712 | Toole Design Group    | Planning       | \$ 4,819.00   | BILLINGS SAFE ROUTES TO SCHOOL STUDY UPDATE                           |
| 03/14/2022 | 850713 | Total Asphalt Repair  | Solid Waste    | \$ 4,000.00   | Freight.                                                              |
| 03/14/2022 | 850713 | Total Asphalt Repair  | Solid Waste    | \$ 15,797.50  | Posi-shell; Daily cover for Landfill.                                 |
| 03/14/2022 | 850714 | Toter Incorporated    | Solid Waste    | \$ 34,638.24  | SCHEDULE II One-time purchase of roughly 16,000 95 gallon trash carts |
| 03/14/2022 | 850714 | Toter Incorporated    | Solid Waste    | \$ 69,276.48  | SCHEDULE II One-time purchase of roughly 16,000 95 gallon trash carts |
| 03/14/2022 | 850714 | Toter Incorporated    | Solid Waste    | \$ 69,276.48  | SCHEDULE II One-time purchase of roughly 16,000 95 gallon trash carts |
| 03/14/2022 | 850714 | Toter Incorporated    | Solid Waste    | \$ 714,968.80 | SCHEDULE II One-time purchase of roughly 16,000 95 gallon trash carts |
| 03/14/2022 | 850715 | Town & Country Supply | Fleet          | \$ 25,943.19  | 425590 PO NUM 314057                                                  |
| 03/14/2022 | 850715 | Town & Country Supply | Fleet          | \$ 33,230.63  | 425584 PO NUM 314033                                                  |
| 03/14/2022 | 850715 | Town & Country Supply | Public Safety  | \$ 821.26     | 424344 FIRE 1: UNLEADED, 200 GALLONS                                  |
| 03/14/2022 | 850715 | Town & Country Supply | Public Safety  | \$ 1,015.75   | 424343 FIRE 6: BLENDED DIESEL 138 GALLONS #2 & #1                     |
| 03/14/2022 | 850715 | Town & Country Supply | Public Safety  | \$ 1,104.08   | 424342 FIRE 5: BLENDED DIESEL 150 GALLONS #2 & #1                     |
| 03/14/2022 | 850715 | Town & Country Supply | Public Safety  | \$ 1,376.42   | 424344 FIRE 1: BLENDED DIESEL, 187 GALLONS EACH BLEND                 |
| 03/14/2022 | 850715 | Town & Country Supply | Public Safety  | \$ 4,784.33   | 424345 FIRE 2 BLENDED DIESEL, 650 GALLONS EACH BLEND                  |
| 03/14/2022 | 850715 | Town & Country Supply | Transit        | \$ 6,576.86   | 424286 PO NUM 314054. 2009 Unleaded                                   |

| Check Date | Check# | Name                  | Fund Name      | Amount        | Item Desc                               |
|------------|--------|-----------------------|----------------|---------------|-----------------------------------------|
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 17.00      | BLCS0774587                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 21.71      | BLCS0774587                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 22.92      | BLCS0774770                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 31.65      | BLCS0775846                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 349.13     | BLWO0214949                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 364.96     | BLCS0776322                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 1,181.16   | BLCS0774464                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 1,378.00   | BLWO0214949                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 1,413.12   | BLCS0774272                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Solid Waste    | \$ 2,327.79   | BLW00214980                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Street/Traffic | \$ 97.18      | BLCS0775932                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Street/Traffic | \$ 337.87     | BLW00214960                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Street/Traffic | \$ 1,077.36   | BLCS0776022                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Street/Traffic | \$ 1,521.45   | BLW00214981                             |
| 03/14/2022 | 850716 | Tractor & Equipment   | Wastewater     | \$ 2,193.24   | BLCS0775847                             |
| 03/14/2022 | 850718 | Underground Solution  | Water          | \$ 144,787.50 | 4050 FT of 8-Inch DR14 Fusible PVC Pipe |
| 03/14/2022 | 850724 | Valmont Industries    | Street/Traffic | \$ 14,064.00  | STREET LIGHTS PO NUM 314045             |
| 03/14/2022 | 850734 | Ylwstn Vly An Shelter | Public Safety  | \$ 1,270.00   | boarding                                |
| 03/14/2022 | 850734 | Ylwstn Vly An Shelter | Public Safety  | \$ 23,000.00  | contract                                |

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Public Hearing and First Reading Ordinance amending BMCC 2-580 through BMCC 2-587  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** Yes  
**Legal Review** Yes

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**RECOMMENDATION**

Staff recommends that City council hold a public hearing and approve on first reading the attached ordinance amending the Billings, Montana City Code (BMCC) Sections 2-580 through 2-587.

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

The Billings, Montana City Code (BMCC) currently includes two boards that fall under Public Works' responsibility to administer. Sections 2-580, 2-581 and 2-582, BMCC, define the Public Works Board and Sections 2-585, 2-586 and 2-587, BMCC, define the Traffic Control Board. These boards have both expressed desire to participate in a wider array of issues and have agreed that combining the two boards would be advantageous. Each board is currently comprised of 5 members and there has been difficulty finding people to fill the board positions over the years. Staff is recommending that the board serve all functions of Public Works, including traffic control, and that the board be increased to 7 members.

**ALTERNATIVES**

City Council may:

- Hold the public hearing and approve the attached ordinance on first reading; or,
- Hold the public hearing and disapprove the attached ordinance. If the ordinance is not approved, the boards will remain separate.

**FISCAL EFFECTS**

There are no significant fiscal effects associated with this ordinance change.

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**Attachments**

Ordinance  
Divisions 11 and 12 with modifications  
Presentation

ORDINANCE 22-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THAT THE BILLINGS, MONTANA CITY  
CODE (BMCC) BE AMENDED BY REVISING SECTIONS  
2-580, 2-581, AND 2-582 AND REPEALING SECTIONS 2-  
585, 2-586, AND 2-587, COMBINING THE PUBLIC  
WORKS AND TRAFFIC CONTROL BOARDS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

**Section 1.** That Division 11 of the Billings Montana City Code (BMCC) is amended so that such division shall read as follows:

DIVISION 11. PUBLIC WORKS BOARD

Sec. 2-580. Created.

There is hereby created a public works board.

Sec. 2-581. Composition, appointment.

The public works board shall be composed of ~~five (5)~~ seven (7) members.

Sec. 2-582. Powers and duties.

The public works board shall serve in an advisory capacity to the city with respect to all aspects of public works. The board may recommend to the city the adoption of such rates, fees and charges as it may deem just and proper, subject to other requirements and provisions imposed by law.

In addition, the board shall serve in an advisory capacity to the City Council in all aspects of traffic control.

The purpose of the board is to provide citizen input to the policy decisions of the City Council. The primary responsibilities of the board are to review the existing and proposed city policies and to review the city department activities to ensure that city policies are being implemented and carried out and further to report any shortcomings and to make recommendations to the City Council.

**Section 2.** That Division 12 - Traffic Control Board is repealed and sections 2-585, 2-586, and 2-587, BMCC, be deleted.

**Section 3. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 4. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 5. 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF BILLINGS

BY: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

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

### *DIVISION 11. PUBLIC WORKS BOARD<sup>1</sup>*

**Sec. 2-580. Created.**

There is hereby created a public works board.

(Ord. No. 10-5504, § 2, 2-22-10)

**Sec. 2-581. Composition, appointment.**

The public works board shall be composed of ~~five (5)~~seven (7) members.

(Ord. No. 10-5504, § 3, 2-22-10)

**Sec. 2-582. Powers and duties.**

The public works board shall serve in an advisory capacity to the city with respect to all aspects of public works. The board may recommend to the city the adoption of such rates, fees and charges as it may deem just and proper, subject to other requirements and provisions imposed by law.

(Ord. No. 10-5504, § 4, 2-22-10)

**Secs. 2-583, 2-584. Reserved.**

### ~~*DIVISION 12. TRAFFIC CONTROL BOARD*~~

~~**Sec. 2-585. Created.**~~

~~There is hereby created a traffic control board.~~

~~(Ord. No. 09-5485, § 1, 1-12-09)~~

~~**Sec. 2-586. Composition, appointment.**~~

~~The traffic control board shall be composed of five (5) members. The board may in addition include as ex-officio board members:~~

~~(1) The city court judge;~~

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<sup>1</sup>Editor's note(s)—Ord. No. 10-5504, §§ 1—4, adopted February 22, 2010, amended division 11 in its entirety to read as herein set out. Formerly, division 11, §§ 2-580—2-582 pertained to the public utilities board, and derived from Ord. No. 09-5485, § 1, adopted January 12, 2009.

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~~(2) Transportation director from School District No. 2.~~

~~(3) The chief of police or the chief of police's designee.~~

~~(Ord. No. 09-5485, § 1, 1-12-09)~~

### **Sec. 2-587. Powers and duties.**

In addition, ~~The traffic control~~ board shall serve in an advisory capacity to the city council in all aspects of traffic control, ~~except that all issues involving parking in the central business district will be handled by the parking advisory board.~~

The purpose of the board is to provide citizen input to the policy decisions of the city council. The primary responsibilities of the board are to review existing and proposed city policies and to review city department activities to ensure that city policies are being implemented and carried out and further to report any shortcomings and to make recommendations to the city council ~~in the area of traffic control.~~

(Ord. No. 09-5485, § 1, 1-12-09)

# Public Works Board

Public Hearing and First Reading

# Public Works Boards

## Public Works Board

- 2-580, 2-581 and 2-582
- All things PW
- 5 members, not defined
- MCA 7-6-1604
  - Advisory Committee Impact (sdf) Fees

## Traffic Control Board

- 2-285, 2-586 and 2-587
- All things traffic
  - Part of PW
- 5 members
  - Judge
  - SD2
  - PD

# Combined Board

7 members

- Composition

Large scope of duties

- Coordination
- Big picture
- Consistent approach
- Impact Fee Advisory Committee

Administrative Capacity

Better council recommendations

# Sec. 2-582. Powers and duties.

The public works board shall serve in an advisory capacity to the city with respect to all aspects of public works. The board may recommend to the city the adoption of such rates, fees and charges as it may deem just and proper, subject to other requirements and provisions imposed by law.

In addition, the public works board shall serve in an advisory capacity to the city council in all aspects of traffic control.

The purpose of the board is to provide citizen input to the policy decisions of the city council. The primary responsibilities of the board are to review existing and proposed city policies and to review city department activities to ensure that city policies are being implemented and carried out and further to report any shortcomings and to make recommendations to the city council.

# Next steps

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Public Hearing

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Approve first reading

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April 25, approve second reading

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May 25, boards will be combined



Questions

**City Council Regular**

**Date:** 04/11/2022  
**Title:** City Zone Change 1010 - Public Hearing and Second Reading - 2204 Bench Blvd - Neighborhood Office to CMU1  
**Presented by:** Karen Husman  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review** Not Applicable

**RECOMMENDATION**

City Zoning Commission is recommending approval based on the findings of the 10 criteria for Zone Change 1010. City Council voted to approve the zone change on first reading on March 28, 2022. Staff recommends the City Council conduct a public hearing and approve the zone change on second reading.

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

This is a zone change request from Neighborhood Office (NO) to Corridor Mixed Use 1 (CMU1) on Lot 8, Holling Ranch Subdivision, a 1.808 acre parcel of land. A pre-application neighborhood meeting was held on January 23, 2022 at 6:00 p.m., at 2204 Bench Blvd. The purpose of the request is to allow an existing pet center, formerly a veterinary clinic, to be used as a dog grooming and pet sitting location.

This is a zone change request from Neighborhood Office (NO) to Corridor Mixed Use 1 (CMU1) to allow an existing dog grooming and pet sitting business to continue on this parcel. The property had previously been a veterinary clinic and is allowed under the current zoning of NO, however the current use of dog grooming and pet sitting is not allowed in the NO district. The proposed zoning would allow an existing business to continue using the location for the dog daycare and grooming. The zone change request is a result of the applicant applying for a business license for the location. During staff review of the license, it was determined that a zone change would be required in order to obtain a business license. The business had already been operating prior to discovery of the zoning conflict. They have temporarily closed the business until the zone change is approved. The proposed zoning and use is compatible with the adjacent zoning and existing surrounding development.

**APPLICATION DATA**

**OWNER:** Michael Haaland  
**AGENT:** Lucas Haaland  
**LEGAL DESCRIPTION:** Lot 8, Holling Ranch Subdivision  
**ADDRESS:** 2204 Bench Blvd  
**CURRENT ZONING:** NO  
**EXISTING LAND USE:** Dog Grooming and Dog Daycare  
**PROPOSED USE:** Dog Grooming and Dog Daycare  
**SIZE OF PARCEL:** 1.808 acres

**CONCURRENT APPLICATIONS**

None

**SURROUNDING LAND USE & ZONING**

**NORTH:** Zoning: CX Land Use: Mini Storage  
**SOUTH:** Zoning: NX1 Land Use: Residential  
**EAST:** Zoning: N2 Land Use: Residential  
**WEST:** Zoning: CX Land Use: Mini storage

**STAKEHOLDERS**

The applicant conducted a pre-application meeting at the subject property on January 23, 2022, there were three members of the public in attendance. The synopsis of the meeting and the attendance list are attached to this report. Also attached is a letter in support of the zone change from the Billings Heights Task Force.

**Zoning Commission Meeting**

The Zoning Commission held a public hearing on March 1, 2022. Planning staff gave a brief presentation and recommendation of approval to the Zoning Commission. The property owner and business owner concurred with staff recommendation and asked the Commission approve the zone change. Resident Bob McGuire also spoke in favor of

the zone change to allow the pet center to locate at the subject property. The Zoning Commission voted unanimously to recommend approval to the City Council.

### **City Council Public Hearing and First Reading**

The City Council held a public hearing on March 28, 2022 and received the Zoning Commission recommendation and testimony from the applicant and agent in favor of the zone change. The Council also received testimony from Bob McGuire and the Heights Task Force chair Ming Cabrera, who both supported the zone change. The Mayor closed the public hearing. CM Owen made a motion to approve the zone change and adopt the findings of the review criteria. The motion was seconded by CM Neese and the motion was approved on an 11-0 vote.

### **ALTERNATIVES**

The City Council may:

- Approve the zone change and adopt the findings of the ten review criteria for Zone Change 1011 as approved by the City Council on first reading; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 1011; 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 should not have an effect on the Planning Division budget.

### **SUMMARY**

Prior to taking any action, the City Council shall consider the following:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

**Prosperity** (promoting equal opportunity and economic advancement)

- Predictable, reasonable City taxes and assessments are important to Billings' taxpayers
- A diversity of available jobs can ensure a strong Billings' economy
- Successful businesses that provide local jobs benefit the community
- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses
- Retaining and supporting existing businesses helps sustain a healthy economy

The proposed zoning would allow an existing veterinary clinic location to be used for dog grooming and pet sitting. The previous use as a veterinary clinic would have had the same type of minimal impact on neighboring properties. A diversity of available jobs will help Billings economy and small, locally owned businesses support Billings residents.

2. Is the new zoning designed to secure from fire and other dangers?

The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. This is an already constructed and established business location and it appears to meet the separation requirements for the district.

3. Whether the new zoning will promote public health, public safety and general welfare?

The proposed zoning (CMU1) would allow the owner to ensure the existing business operation at this location and should not have negative affects on the public health, safety and welfare. The building has been periodically checked by the Fire Marshall and is up-to-date with fire code.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed zoning itself will not increase the traffic at this location. It is a comparable use as the previous use of Veterinary clinic and would have similar vehicle trips.

Water and Sewer: Water is provided by the Heights Water District and sewer is provided by the City of Billings.

Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed use does not include residential uses.

Fire and Police: The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5. Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and

adequate light and air. The existing building is sited in a way which also provides adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?

Traffic generation for an animal care facility such as pet sitting and grooming would not affect the vehicle or pedestrian traffic. The previous veterinary clinic use would have had similar traffic generation patterns. Bench Blvd was reconstructed a few years ago with a turning lane to ensure there is no traffic backup entering or exiting the property.

7. Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. Heavy commercial businesses border three sides of the property, making it suitable for dog grooming and dog daycare.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

This is a suitable use for this parcel of land and the zoning is appropriate in this situation. The Heights Vet Clinic was established in 1976. Dr. Haaland practiced for 43 years until October 1, 2019. During that time the property was zoned HC. If the property goes back to the closest compatible district to the surrounding neighborhood, CMU1, there would be more options to allow the pet business.

9. Will the new zoning conserve the value of buildings?

The new zoning is not expected to alter the value of any buildings in the area. It is not known if its proximity to residential property in the area will affect the value of residential buildings. Due to the previous type of business at this location the similarity in use should not affect value of adjacent or neighboring properties.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

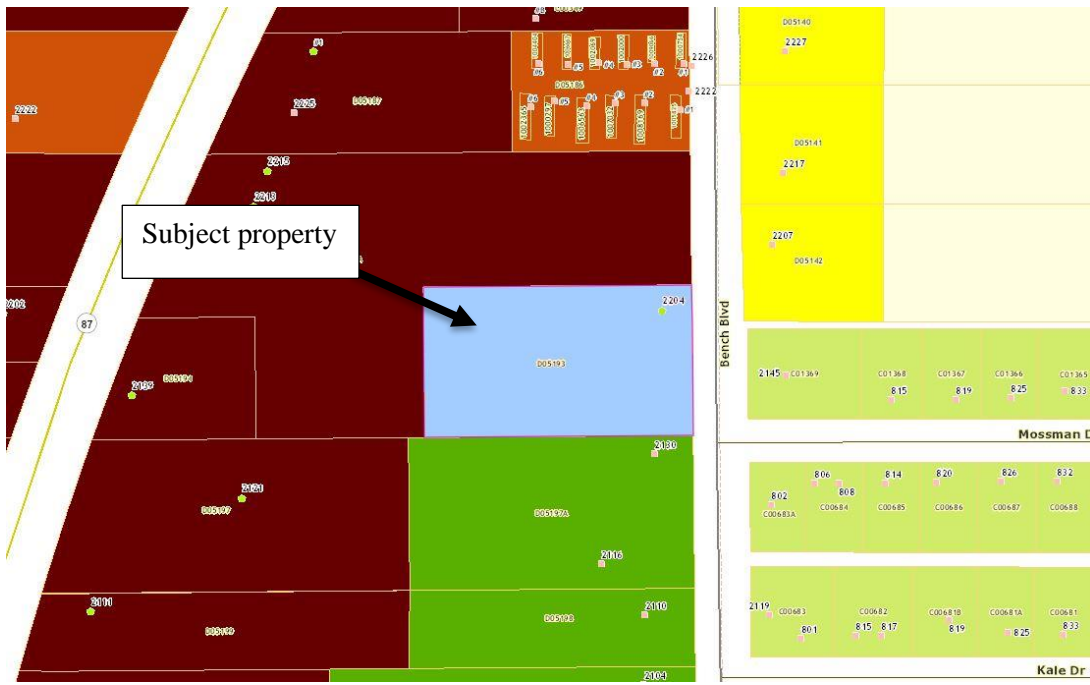
The proposed zoning will allow the property a use that is very similar to the previous use and is suitable for the location.

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### Attachments

Zoning Map & Site Photos  
Application & Applicant Letter  
Zoning History  
Preapplication Meeting Held  
Ordinance

# Zoning Map & Site Photos





Looking North on Bench



Looking South on Bench



East across Bench



APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # \_\_\_\_\_ - Project # PZX-22-00011

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning NO

Proposed Zoning: ~~NO~~ CMU1 + see email

TAX ID# D05193 CITY ELECTION WARD 2

Legal Description of Property: HOLLING RANCH SUBD, LOT 8, FRAC W OF BENCH BLVD (LESS 1569 SF ROW)

Address or General Location (If unknown, contact City Engineering): 2204 Bench Blvd

Size of Parcel (Area & Dimensions): 1.808 acres

Present Land-Use: veterinary office (vacant)

Proposed Land-Use: Dog grooming + Daycare

Covenants or Deed Restrictions on Property: Yes \_\_\_\_\_ No

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Michael J Haaland  
(Recorded Owner)  
1852 Three Bears Trail Billings, MT 59105  
(Address) 406 259 0370 Hvclinic43@gmail.com  
(Phone Number) (email)

Agent(s): Lucas Haaland  
(Name)  
1852 Three Bears Trail Billings MT 59105  
(Address) 406 794 4864 Hvclinic43@gmail.com  
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Michael J Haaland Date: 1/18/2022  
(Recorded Owner)



Synopsis  
**Zone change of NO to CMU1**  
2204 Bench Blvd  
Billings MT, 59105

This is a synopsis of why a zone change from Neighborhood Office (NO) to Commercial Mixed Use 1 (CMU1) at 2204 Bench Blvd is beneficial to the city of Billings, MT. The ten following reasons are answers in regard to the 10 zone change criteria demonstrating the benefit of the aforementioned property.

**1) Whether the new zoning is designed with the growth policy:**

There are more business coming to Bench Blvd and a growing Mary St development because of the Johnson Lane Interstate project. The continuation of a thriving business will help with the development of the area going forward after the trucking route connecting Johnson Lane Interstate exit and the Roundup Road (87 N) comes in. A growing flourishing business area in this part of the Heights is of benefit to the city of Billings and the adjacent business properties to the north and west neighboring this parcel currently zoned Heavy Commercial.

**2) Whether the new zoning is designed to secure from fire and other dangers:**

The property of 2204 Bench Blvd is fully insured. The building has been periodically checked by the Fire Marshall and we are up to date with the fire code.

**3) Whether the new zoning will promote public health, public safety and general welfare:**

The proposed zone change will allow for a Dog Grooming and Doggie Day Care business to operate. Healthier pets equal healthy owners which lead to a healthier economy and a more robust town of Billings, MT. Having the business Petatlantis will create opportunities for employment.

**4) Whether the new zoning will facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements:**

By allowing a more versatile business to thrive in this area, there will be more tax revenues at the local, state and federal levels. This property was zoned Highway Commercial for 43 years. We would rather have a flourishing business rather than an derelict building. The newly designed Bench Blvd facilities improved traffic flow, improved utilities and created safer access to the New Medicine Crow and Bitterroot school. With the expansion of Bench Blvd, sidewalks were added to Bench Blvd. With the building of Medicine Crow School and Bitterroot School nearby, there are a lot of children on the sidewalks. Having drop off traffic and not large trucks entering 2204 Bench Blvd, traffic would be less and safer for children while keeping a business open to generate development.

**5) Whether the new zoning will provide adequate light and air:**

There is ample indoor, outdoor and covered outdoor area for dogs to roam when not being groomed. There are skylights to bring in light so as to keep electric usage down on sunny days.

**6) Whether the new zoning will effect motorized and non motorized transportation:**

The road on Bench Blvd was beautifully reconstructed a few years ago with a turning lane so there is no blockage in or out of the property off of Bench Blvd. Along with the widening of Bench Blvd a sidewalk was built. We keep the sidewalk snow free in the winter and cleanup trash the rest of the year. We water the trees planted by the city. The new zoning of CMU1 will allow drop off traffic to continue a business while keeping heavy traffic down such as trucks and trailers so as to keep the safety maximized for the children on the sidewalks going to and from both Medicine Crow and Bitterroot schools.

**7) Whether the new zoning will promote compatible urban growth:**

Heavy Commercial businesses border three sides of the property making it suitable for Dog Grooming and Doggie Day Care.

**8) Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses:**

Heights Veterinary Clinic was established in 1976. Dr. Haaland practiced 43 years until October

1, 2019. During that time the property was zoned Highway Commercial. If the property goes back to being zoned Highway Commercial (now known as Commercial Mixed Use 1) we would have more options to open another pet business without very large investments by the owners.

9) Whether the new zoning will conserve the value of buildings:

The Dog grooming and Doggie Day Care will improve the value of the building.

10) Whether the new zoning will encourage the most appropriate use of land through out Billings:

A Dog Grooming facility and Doggie Day Care is a natural projection forward from a Veterinary Clinic.

One of the main reasons that the Neighborhood Office Zoning code was assigned to this parcel was because of the current use at the time of the project recode, which was Heights Veterinary Clinic. Since the office has been closed since October 1, 2019 and there is no plan for another Veterinary Office, the property is already setup perfectly for a pet related business, and the established Dog Grooming and Doggie Day Care business Petlantis (currently operates one location on the west end) would like to expand business to this location. The CMU1 allows all pet related businesses and would allow the currently proposed tenant to expand the business and offer new employment and opportunities to residents.

We hope that you agree with us that a Dog Grooming and Doggie Day care facility will not only improve the property but the neighborhood of the Heights which in turn will only improve our town of Billings. Thank you for your consideration of the zone change from Neighborhood Office to Commercial Mixed Use 1.

Thank you,  
Mike and Lea Haaland

| <b>SUBJECT PROPERTY</b>     | <b>Zone Change</b> | <b>DATE</b>   | <b>FOR</b>    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b> |
|-----------------------------|--------------------|---------------|---------------|-----------------------|------------------------|
| None                        |                    |               |               |                       |                        |
|                             |                    |               |               |                       |                        |
| <b>SURROUNDING PROPERTY</b> | <b>Zone Change</b> | <b>DATE</b>   | <b>FOR</b>    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b> |
| <b>2347 Main St</b>         | <b>2 (County)</b>  | <b>4/1/74</b> | <b>R96-CC</b> | <b>Y</b>              |                        |
| 514 Laurie Lane             | 137 (County)       | 9/19/77       | R72-CC        | Y                     |                        |
| 2244 Main St                | 171 (County)       | 2/28/78       | RMH-HC        | Y                     |                        |
| 1931 Main St                | 267 (County)       | 12/31/79      | R60-HC        | Y                     |                        |
| 2050 Main St                | 313 (County)       | 10/1981       | RMH-HC        | Y                     |                        |
| 1602 Main St                | 314 (County)       | 3/18/82       | NC-HC         | Y                     |                        |
| 8068 Laurie Lane            | 454                | 1/28/85       | NC-HC         | Y                     |                        |
| 1710 Main St                | 597                | 7/10/95       | NC-HC         | Y                     |                        |
| 2202 Main St                | 602                | 10/10/95      | RMH-HC        | Y                     |                        |
| 636Pemberton &2318Main      | 639                | 10/13/98      | RMH-HC        | Y                     |                        |
| 525 Jerrie Lane             | 726                | 3/8/04        | RMH-HC        | Y                     |                        |
| 2200 Main St                | 760                | 8/8/05        | RMH-HC        | Y                     |                        |
| 2302 Lake Elmo              | 770                | 12/12/05      | RMH-R60       | Y                     |                        |
| 406 Roxy Lane               | 772                | 1/23/06       | RMH-R60       | Y                     |                        |
| 2100 Main St                | 859                | 12/21/09      | RMH-HC        | Y                     |                        |
|                             |                    |               |               |                       |                        |

**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:** NO (Neighborhood Office)
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:  
Change to EX (Heavy Commercial)  
CMU1 (Corridor Mixed Use 1) \*See email
3. **Subject Property Map:** please attach to this form
4. **Legal Description of Property:**  
HOLLINGRANCH SUBD, LOTS 8, FRAC W OF BENCH  
BLVD (LESS 1569 SF ROW)
5. **Neighborhood Task Force Area:** Yes // No . If Yes, Name of Task Force and mailing address of Chairperson:  
Heights task force, Ming Cabera - Chair  
1734 POLYDR, BILLINGS 59102
6. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to this form
7. **A copy of the meeting notice.** please attach to this form
8. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form
9. **The undersigned affirm the following:**
  - 1) The pre-application neighborhood meeting was held on the 23, day of January, 2022
  - 2) The zone change application is based on materials presented at the meeting.

**Owner (s):** Michael Hoaland Telephone: 406 259 0370  
**Address:** 1852 Three Bars Trail Email: Huclinic43@gmail.com  
Billings, MT 59105

**Agent (s):** Lucas Hoaland Telephone: 406 794 4864  
**Address:** 1852 Three Bars Trail Email: Huclinic43@gmail.com  
Billings, MT 59105



# Sign -In Sheet

Zoning Change for 2204 Bench Blvd  
Billings, MT 59105

January 23, 2022 at 6:00pm

Name (Please Print)

Lucas Haaland  
Michael Haaland  
Dale Smith

Signature

Lucas Haaland  
Michael Haaland  
Dale Smith

January 23, 2022 6:00pm

Pre Application Meeting notes

Zoning change from NO to CMU1

The meeting is about a zone change of 2204 Bench Blvd from Neighborhood Office to Heavy Commercial.

Before the meeting and speaking with planners Erin Keith and The Chairman of the Heights Task Force Ming Cabrera, it became clear that a CMU1 was a better zone designation for 2204 Bench Blvd.

At the meeting Dale Smith said Heavy Commercial would bring heavy Large truck and trailer traffic to Bench which has residential zoning nearby. Now that there are two schools, Medicine Crow and Bitterroot School, there is a lot of children on the sidewalks going to and from school. Keeping large trucks away from this area would maintain a safer traffic flow for the children.

He also commented that he has no problem with a Dog Grooming and Doggie Day Care business at 2204 Bench Blvd.

It was agreed by all 3 people at the meeting, Dale Smith, Lucas Haaland and Michael Haland that a zoning of CMU1 is the best zone designation to continue a business at 2204 Bench for business and employment opportunities while maintaining the safety of children in keeping the business to drop-off traffic.

Dear Neighbor,

This letter concerns the property located at 2204 Bench Blvd, Billings MT 59105. Also legally known as HOLLING RANCH SUBD, LOT 8, FRAC W OF BENCH BLVD ( LESS 1569 SF ROW) .

The owners of this property, Michael and Lea Haaland are requesting a zone change from Neighborhood Office to Heavy Commercial. The zone change is to allow the property to be used for Dog Grooming and Doggie Day Care.

There will be a meeting at the property 2204 Bench Blvd Billings MT 59105 at 6:00pm on Sunday January 23, 2022. Feel free to come to voice any concerns.

You may also get in contact with us at:  
Michael and Lea Haaland  
2204 Bench Blvd  
Billings MT 59105  
(406) 259-0370  
Hvclinic43@gmail.com

Thank you,

Mike and Lea Haaland





**Keith, Erin**

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**From:** Doc Vet <hvclinic43@gmail.com>  
**Sent:** Wednesday, January 26, 2022 11:07 AM  
**To:** Keith, Erin  
**Subject:** [EXTERNAL] Fwd: presentation by Dr. Haaland zone change to Heights Task Force

----- Forwarded message -----

**From:** Pam Ellis <pamellis50@gmail.com>  
**Date:** Wed, Jan 26, 2022, 9:30 AM  
**Subject:** Re: presentation by Dr. Haaland zone change to Heights Task Force  
**To:** Ming Cabrera <mingformontana@gmail.com>  
**Cc:** Bartley, Robbin <bartleyr@ci.billings.mt.us>, Doc Vet <hvclinic43@gmail.com>, Steven Herron <seherron@yahoo.com>, Ed Arnold <seaboats1951@gmail.com>, Laura Drager <lauradrager@remax.net>

Thank you for the update.

On Wed, Jan 26, 2022 at 9:02 AM Ming Cabrera <mingformontana@gmail.com> wrote:

Dear City and County Planning Committee

On January 25, 2022 at the Billings Heights Task Force meeting, Dr. Haaland and son (Luke) discussed publicly their desire to be re-zoned at the business 2204 Bench Blvd from Neighborhood Office to Mixed Use Commercial zoning. A neighbor across the street agreed with this assessment rather than a zone previously submitted as Heavy Commercial zoning.

A vote was taken at the Heights Task Force to let the planning department know a public meeting was acknowledged and set forth this letter to agree to the Haaland planned development as stated above.

The notes were taken and recorded at the Height's Task Force meeting for further substantiation. I would like to thank Dr. Haaland and family for participation and cordial discussion to continue their need to restructure their business plan to accommodate a dog care salon and boarding.

Sincerely  
Ming Cabrera  
Chair Height's Task Force

ORDINANCE 22-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION ON Lot 8,  
Holling Ranch Subdivision, 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.** **Lot 8, Holling Ranch Subdivision,** is presently zoned **Neighborhood Office (NO)** and is shown on the official zoning map within this zone.

**Section 3. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lot 8, Holling Ranch Subdivision,** is hereby changed from **Neighborhood Office (NO) to Corridor Mixed Use 1 (CMU1),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining **Corridor Mixed Use 1 (CMU1)** as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 28<sup>th</sup> day of March, 2022.

PASSED, ADOPTED and APPROVED on second reading this 11<sup>th</sup> day of April,  
2022

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk  
Zone Change 1010, 2204 Bench Blvd

**City Council Regular**

**Date:** 04/11/2022  
**Title:** Zone Change 1011 - Public Hearing and 2nd reading - 60th St West and Grand Avenue  
**Presented by:** Nicole Cromwell  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review** Not Applicable

**RECOMMENDATION**

Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1011. The City Council approved the zone change request on first reading on March 28, 2022. Staff recommends the Council conduct a public hearing and approve the zone change on 2nd reading.

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

This is a zone change request using the Planned Neighborhood Development zone change process for a proposed annexation of a 33.64 acre parcel located south of Grand Avenue and 60th St West. Trails West Subdivision is adjacent to the east and Foxtail Village Subdivision is north across Grand Avenue. The proposed Mixed Residential PND will include 5 acres of N2, 19 acres of N3, 3.6 acres of NX2 and about 5 acres of open space (P1). The PND regulations require either a Mixed Residential zone or commercial/mixed use zone for any arterial street frontage. This ensures the most efficient use of the valuable arterial street frontage.

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 process is allowing 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 process and includes mixed residential zoning (NX2), N2 and N3 zoned areas along with the minimum required Public 1 zoning of at least 2% of the net area.

**APPLICATION DATA**

**OWNER:** Buffalo Crossing LLC, Doug Wild  
**AGENT:** WWC Engineering, Aaron Redland and Greg Reid  
**LEGAL DESCRIPTION:** Tracts 4A of C/S 2735  
**CURRENT ZONING:** Rural residential 3 (RR3 - 3 to 9.9 acre lots)  
**EXISTING LAND USE:** Agriculture  
**PROPOSED USE:** Mixed Residential development with 1-2 family as well as multifamily residences  
**SIZE OF PARCEL:** 33.64 acres

**CONCURRENT APPLICATIONS:**

Petition for Annexation 22-03

**SURROUNDING ZONING AND LAND USE:**

**NORTH:** Zoning: N2 - Mid-Century Neighborhood and RR3  
 Land Use: Two-family dwellings and agricultural land  
**SOUTH:** Zoning: Agriculture (A)  
 Land Use: Agricultural  
**EAST:** Zoning: N3 - Suburban Neighborhood  
 Land Use: Medium density single family dwellings (6 to 8 dwellings per acre)  
**WEST:** Zoning: RR3  
 Land Use: Agricultural

This area of Billings has experienced a great deal of growth and development in the past decade. This includes one Planned Development zone (Mont Vista), a new subdivision using the PND process (Sweetgrass Creek), Trails West, Foxtail Village, Vintage Estates, Cottonwood Grove, a new middle school (Ben Steele Middle School), a new church on 54th St West, and several new commercial developments including the Den, Diamond X Brewery and an

Albertson's grocery store/pharmacy under construction on the northeast corner of 54th St West and Grand Avenue. There has also been a number of new County residential subdivisions including Fire Rock (64th St W), Black Rock (Central and 52nd St W), and Creekside Estates (62nd St W). Demand in this area north and west of Shiloh Road and Central Avenue continues to be higher than other areas of Billings.

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 multifamily products. Developers have made robust investments in multifamily dwelling choices in other areas of west Billings but primarily south of Central Avenue in areas around Broadwater Avenue, Monad Road and King Avenue West. There are a few townhomes in Grand Peaks (50th St W and Grand Ave), a few in Falcon Ridge (62nd St W north of Rimrock), and one newer apartment development at 41st St W and Avenue B.

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 acknowledged as much as possible in these transitional areas 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 zoning process to achieve a broader mix of housing types. 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 conducted a pre-application neighborhood meeting on January 22, 2022 at the subject property. Thirty-two persons attended the meeting including the applicants and agents, Doug Wild, for the applicant and Greg Reid and Aaron Redland for WWC Engineering. The required notification area for all new PND zone changes is 1/4-mile from the property boundary. In this case, 298 individual property owners and interested parties were notified of the pending zoning application. The summary of the meeting is included in the attachments.

In general, the questions from the surrounding owners included interest in connection to existing streets, traffic, dwelling unit designs and the potential for commercial development. Traffic conditions and impacts from the development will be required to be addressed via the annexation and subdivision agreement with the City. The annexation will precede the subdivision application so this property requires a Development Agreement for the annexation and a Subdivision Improvement Agreement (SIA) when the subdivision is finalized. Both documents cover similar issues such as traffic impacts and mitigation, construction of infrastructure and any waivers for future improvements that benefit the development. Zone changes, in no circumstance, can be approved with conditions, but annexations and subdivision are able to be conditionally approved.

Planning staff did receive one comment letter from the surrounding owners prior to Zoning Commission hearing. City staff and departments had no negative comments on the proposed annexation and zoning plan.

## **Zoning Commission Hearing**

The Zoning Commission held its hearing on March 1, 2022, and received the staff recommendation, testimony from the applicant and agent as well as testimony from interested parties including the following: Greg Reid, agent for Buffalo Crossing LLC, Doug Wild, the applicant, Brian Kurth of 5706 Central Ave, Don Lorenz of 1705 60th ST W, Adriaan Overbeeke of 1104 Blackberry Way and President of the Trails West Homeowners Association, Shirley McDermott of 5943 Foxtail Lane, Tracie Morgan of 1341 Blackberry Way, Rod Wilson, developer of Trails West Subdivision, Bruce Aafedt of 802 Bitterbrush, Laron Pluhar of 1720 60th St W, Chet Blotske of 1700 60th St W, and Steve Powell of 5935 Colton Blvd.

Mr. Reid stated WWC Engineering was representing the client on the zoning, annexation and subdivision applications to the city. He stated there was a lot of interest and attendance at the pre-application neighborhood meeting. He stated the overwhelming concern from the neighbors was the proposed mixed residential zoning on the Grand Avenue frontage. He stated while the mixed residential zoning is required along the arterial frontage the reason from continuing this zone along the east side of the property was to allow additional rear-loading garages off the required access easement driveway to the in-holding parcel. Mr. Reid stated the owner of this in-holding parcel has been approached by the owner of this parcel to purchase the property. This owner is not interested. This in-holding will be

wholly surrounded by the city when this parcel is annexed. The developer will make contributions to the surrounding intersection improvement funds collected by the city through the subdivision process. Mr. Reid stated the property will need to cross the Birely Drain in at least two locations to complete the street network planned between Grand Avenue and Central Avenue and to provide two full access points to this subdivision. He stated Northwestern Energy has non-residential transmission lines across the Grand Avenue frontage. These poles will be relocated further south adjacent to the new multi-use path to be installed. He stated the Public 1 (P1) zoning for the access paths on the north, east and south side of the property will be at least 50 feet in width. He stated these areas will be developed and maintained by the developer.

Mr. Wild stated he is the owner of the property and is excited to start this new project. He stated he has built many homes in West Billings over the past decade and has done entire subdivisions as well as individual homes. He stated the plan is to make most of the area similar to other subdivisions in the neighborhood and still comply with the city's new zoning code for mixed residential along the arterial frontage. He stated code also allows a developer to choose a commercial or mixed use zone for the arterial frontage but this would not fit with this location on Grand. He stated he is finishing up in some subdivisions close by and hopes to be building on this ground some time next year.

Mr. Kurth stated the subdivision needs to provide a connection to his land south of the Birely Drain. He stated the transportation map shows this connection. He stated that is also the only way water and sewer could be connected in the future.

Mr. Lorenz stated he agrees with the proposed neighborhood districts but not the mixed residential zoning on Grand Avenue. He stated there are no 8-plexes in the area and they would be out of place in this area. He stated the owner has not indicated whether these would be rented or sold to individuals. He stated any new traffic would impact a larger area than just Grand from 54th St W to 62nd St W. He stated he did not agree with the proposed size and purpose of the public zoning. He stated there would be a boatload of kids here with no place to play.

Mr. Overbeeke stated he was here representing over 200 homeowners from Trails West Subdivision. He stated there is a large concern with the proposed mixed residential zone on Grand Avenue and part way down the west side of the property. He stated this zoning is not compatible with their homes and the allowed height and density of the zone would be out of place here. He stated the public zoning along the east property line will not be a very nice open area because the ditch company will need to drive over this area continuously to maintain the drain. He stated the impact of denser housing on Trails West would be too great. He stated the traffic impact would be too much for Grand Avenue.

Mrs. McDermott stated she would be interested in knowing more about the relationship between Buffalo Crossing LLC and the Fort Belknap Tribe. She stated she looked up the corporation but could find very little information other than it was owned by the tribe. She stated she was an enrolled member of a tribe and is concerned that financing a large project like this could be precarious. She stated she has no concern with Mr. Wild as a builder but was concerned about the owner's ability to finance the development.

Ms. Morgan stated she is opposed to the mixed residential zoning. She stated 2-8 unit building 2-3 stories tall would be too out of character for the area. She stated she understands the city requirement for the frontage on Grand but the zoning does not need to continue down the east property line. She stated the Birely Drain between Trails West and this new development will not be a very nice open space area due to drain maintenance.

Mr. Wilson stated he is working on the last two filings of Trails West that will create about 60 final lots in the subdivision. The total subdivision will have about 290 lots. He stated he is the landowner and developer in Trails West. He stated he learned a long time ago that developers are not in charge of the land - the land is in control. He stated the stormwater cannot just be discharged to the drain. He stated this developer will have to do as they did and put in a lot of water quality infrastructure before any of the runoff can go into the drain. He stated Trails West has spent about \$500,000 dollars on stormwater treatment facilities. He stated there is another ditch running to the south that will need to be crossed. He stated the Trails West sewer system is a closed low-pressure system and this new development will not tie into this system. The new development will need the same sort of low-pressure system. He stated the mixed residential on the frontage is not what he believes is compatible with Trails West. He stated Grand is not just an arterial street it is a major arterial street. He stated he would be surprised if the city allows the private easement to have a separate drive approach off Grand so close to the new subdivision road. He stated the ditch company will have a lot to say about this development.

Mr. Aafedt stated he is opposed to the mixed residential zoning and believes the traffic impacts will be too much for the current condition of Grand Avenue.

Mr. Pluhar stated he was concerned mostly with public safety in this area especially fire protection. He stated there is only one fire station west of Shiloh Road and many homes to protect. He was concerned when multiple calls for fire

service come in, how long other fire stations would take to respond. He stated he could easily see a similar situation to the wildfire in Boulder Colorado happening in West Billings. He stated there are also a lot of other safety deficits in the area including animal control, police and traffic control. He stated people do not often stop at stop signs or observe the posted speed limits in this part of Billings and there is little traffic enforcement.

Mr. Blotske stated he moved out to West Billings about 1 1/2 years ago and has enjoyed the area. He stated allowing multifamily in the area is not a good idea, although he owns rental properties himself. He stated it does not belong in West Billings.

Mr. Powell stated the city should just deny the zoning proposed. He stated there should be no more subdivisions or building in West Billings until Grand Avenue is improved from Shiloh Road to at least 62nd St West.

Mr. Wild provided some response to the comments. He stated Buffalo Crossing and Classic Design Homes are subsidiaries of Island Mountain Development which is part of the Fort Belknap Tribe. He stated Classic Design Homes was purchased about two years ago and he is the general manager. He stated there should be no financial concerns with the development since the city requires bonding and surety whenever a new subdivision is started. He stated the company is interested in giving back to the community and did a St. Jude home last year and works to build better communities. He stated he lives not far from this development and understands the concerns of the neighbors. He stated the mixed residential zone and the units he intends to build here will be unit owned. He stated his intention is to build the same sort of multifamily condos as are in Grand Peaks at 52nd St W and Grand Avenue. He stated these would not be apartment buildings and each unit would be owned. He stated this subdivision will be about 1/2 the size of Trails West. He stated they will be doing a variety of housing choices for sale. He stated whether owners live in their dwellings is not something zoning controls.

Mr. Reid stated the subdivision absolutely will connect to Mr. Kurth's property and the owner recognizes and is planning for all the stormwater infrastructure and for proper design of the drainage systems. He stated he is aware of the low pressure sewer system requirement and the system will be similar to Trails West. He stated Mr. Wild has done a lot of building in the area including Legacy Subdivision.

Vice Chair Greg McCall closed the public hearing. He reminded the attendees the Zoning Commission is not approving a subdivision so the complex details of stormwater treatment, sewer, water, trails, street connections, traffic and street improvements are not within the scope of a zoning change. He stated all of this information helps inform the process but the zoning itself is not a final development plan. The subdivision plan will be reviewed by the Planning Board and conditions of approval will be considered at that hearing and recommendations sent to the City Council. These conditions will address all the actual impacts of the subdivision plan. He stated he shares the neighbors concerns about public safety and traffic management.

Commission member Dan Brooks made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member David Goss. Mr. Goss stated he shares the neighbors concerns about Grand Avenue as he also lives nearby. He stated the road needs extreme attention from both the City and County. He stated years ago he also served in Billings city government and attempted to keep the city and county working together to solve similar issues. He stated this is not always an easy task. He stated the city should step up on the Grand Avenue situation and try to bring the county along in these discussions about road improvements. Mr. Goss stated the Zoning Commission must react and make a recommendation on this application. Mr. Brooks stated he was encouraged the owners is working with the ditch company and likes the flexibility demonstrated in the design. Mr. McCall stated a modest increase in density can bring about a more sustainable tax base for the city. He stated these types of small to medium size multi-unit dwellings were all but abandoned in the 1960s. This deficit in housing choice is known as the "missing middle". He stated he agrees the 4-unit dwellings in Grand Peaks are a good example of this missing middle housing choice. He stated the mixed residential zoning allows this missing piece to be built again in Billings.

The Commission voted 3 in favor, none opposed, and Commission member Trina White abstained due to a conflict of interest.

### **City Council Public Hearing and first reading**

The City Council held a joint public hearing on the zone change and annexation March 28, 2022 and received the Zoning Commission recommendation and testimony from the applicant and agent in favor of the zone change. The Council also received testimony from Rod Wilson, owner and developer of Trails West Subdivision and Adrian Overbeeke of 1104 Blackberry Way, the President of the Trails West Homeowners Association. Mr. Wilson and Mr. Overbeeke expressed concerns with the impact of the development on the livability of Trails West subdivision, traffic on Grand Avenue and pedestrian safety. Mr. Overbeeke stated the Birely Drain and the walking path maintained by the homeowner's association in Trails West is not a simple or low-cost proposal. He was concerned this developer does not understand the financial burden the perimeter walking trails may impose. Mr. Overbeeke stated he

represented over 200 homeowners in Trails West who are concerned with the multifamily development proposed for the Grand Ave frontage and how this will not be a pleasant or desirable way to enter into this new subdivision.

The Council debated the merits of the motion and asked staff questions for clarification of the findings and the criteria for zone changes. The Mayor closed the public hearing. Council Member Purinton made a motion to approve the zone change and adopt the findings of the review criteria. The motion was seconded by Council Member Boyett and the motion was approved on a 10 to 1 vote, with Council Member Neese voting in opposition.

## **ALTERNATIVES**

The City Council may:

- Approve the zone change and adopt the findings of the ten review criteria for Zone Change 1011 as approved by the City Council on first reading; or,
- Deny the zone change and adopt different findings of the ten review criteria for Zone Change 1011; 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 zone change request, the City Council considered the following Zoning Commission recommended findings of the ten review criteria. The City Council adopted these findings on first reading on March 28, 2022. A second reading is required to adopt the zone change.

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 Mixed Residential PND process for the Buffalo Crossing property 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 zoning 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 developing commercial activity and transportation options.

The proposed amendment is also in line with the adopted 2016 Growth Policy goals for:

### **Strong Neighborhoods:**

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill and social interaction
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale street lights, street trees and walkable access to public spaces
- Neighborhoods that are safe and attractive and provide essential services are much desired Implementation of the Infill Policy is important to encourage development of underutilized properties

### **Home Base:**

- A mix of housing types that meet the needs of a diverse population is important
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe
- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings Public safety and emergency service response are critical to the well-being of Billings' residents

- Homes that are safe and sound support a healthy community

The proposed layout for the Buffalo Crossing property will allow the mixed residential housing to be located adjacent to the arterial street frontage to make the most effective use of this valuable street frontage. The N2 and N3 zone districts are further south and will be compatible with the adjacent city and county land uses. The layout of the linear parkland across the Grand Avenue frontage, south along the easterly property line and across the south property line will provide benefits both for recreation (walking, biking access) and for maintenance of agricultural infrastructure for irrigation and drainage. The Birely Drain runs north to south along the eastern property line, and another leg of the drain runs west to east across the southern property line. An unnamed drain runs along the southern 700 feet of the west property line. This drain joins with the Birely Drain on the south property line. There is active agriculture in the surrounding area so maintaining the integrity of these drains is important even in a new city subdivision.

2) Is the new zoning designed to secure from fire and other dangers?

The zoning requires minimum setbacks, open and landscaped areas and building separations. The zoning assembly and street layout is designed to secure the development from fire and other dangers.

3) Whether the new zoning will promote public health, public safety and general welfare?

Public health and public safety will be promoted by the proposed change. Approval of the overall zoning plan and street layout will provide certainty both for the property owner and the surrounding owners. Annexation and provision of public health and safety services from the city will promote the general welfare of the area.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

**Transportation:** The applicant has started the process of developing a traffic impact study and will coordinate with the City Engineering Division. Grand Avenue is a checkerboard of jurisdiction between the city and county west of Shiloh Road. The West Billings Multi-Modal Traffic Planning Study identified the Grand Avenue corridor for street improvements to increase safety. This study indicated the corridor improvements from Shiloh to 52nd St West would be between 2.8 and 4.5 million dollars (2016). The city and county have not yet agreed to begin design for the corridor improvements. Individual intersection improvements - the traffic signal at 54th St W and Grand Avenue for example - have been completed. Two other intersections were identified for improvements in the study - 48th St West and Grand Avenue and 56th St West and Grand Avenue. These intersection improvements were separate from the corridor improvements. Each intersection was estimated to cost between one-half million and 1.5 million dollars. The city has been collecting intersection and corridor improvement payments from developments in this area for over a decade. These funds are set aside to fund these improvements in the future. For example, the traffic signal at Grand Ave and 54th St West was funded by these set-aside dollars provided by adjacent developments. The traffic study for this development will analyze each of the adjacent street intersections and determine if mitigation or improvements are needed to accommodate the additional traffic. The City Engineering will determine the required improvements.

**Water and Sewer:** The City will provide water and sewer to the property. There will be no additional impacts to the system from the proposed changes.

**Schools and Parks:** Schools and parks may be effected by the proposed zone change and development of a new city neighborhood. SD #2 did not provide any comments.

**Fire and Police:** The subject property is served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?

The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6) Will the new zoning effect motorized and non-motorized transportation?

Non-motorized travel -- walking and biking -- is an essential part of the circulation plan both within the proposed development and connecting to adjacent areas. Pedestrian connections will be ensured through the development. There is a partially completed multi-use trail east of the subject property on Grand Avenue that is expected to continue along the corridor. Traffic counts in the area on Grand Ave are well below the expected volume on a principal arterial street. Although counts on Grand Avenue average less 6,000 vehicle trips per day, the twice daily pulse of traffic at Ben Steel Middle School is not included in the "average" traffic volume. Ben Steele school opened in the fall of 2017 and has a current student population of 815. As noted above, the West Billings Multi-Modal Planning study from 2016 identified the Grand Avenue Corridor and two intersections in need of improvements for traffic safety in the short term project list. Additional development along this corridor will increase the need for these recommended improvements.

7) Will the new zoning will promote compatible urban growth?

The proposed increase in the overall development density is compatible with urban growth and the provision of city level services to the new residents. The proposed zone district boundaries are consistent with the urban growth in this area and will be compatible with the surrounding neighborhoods

8) Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. This area between Grand Avenue and Rimrock Road, from Shiloh Road to 64th St West is undergoing rapid urban development and growth. Demand for new housing choices including townhomes and apartments is increasing. Providing 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 undeveloped agricultural parcel. Approval of the zone change will provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The proposed Mixed Residential PND zone change process with N2, N3, NX2, and Public 1 zoning will encourage the most appropriate use of this land in Billings.

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### **Attachments**

Zoning Map and Site Photos

Application and Letter

Pre application meeting notes

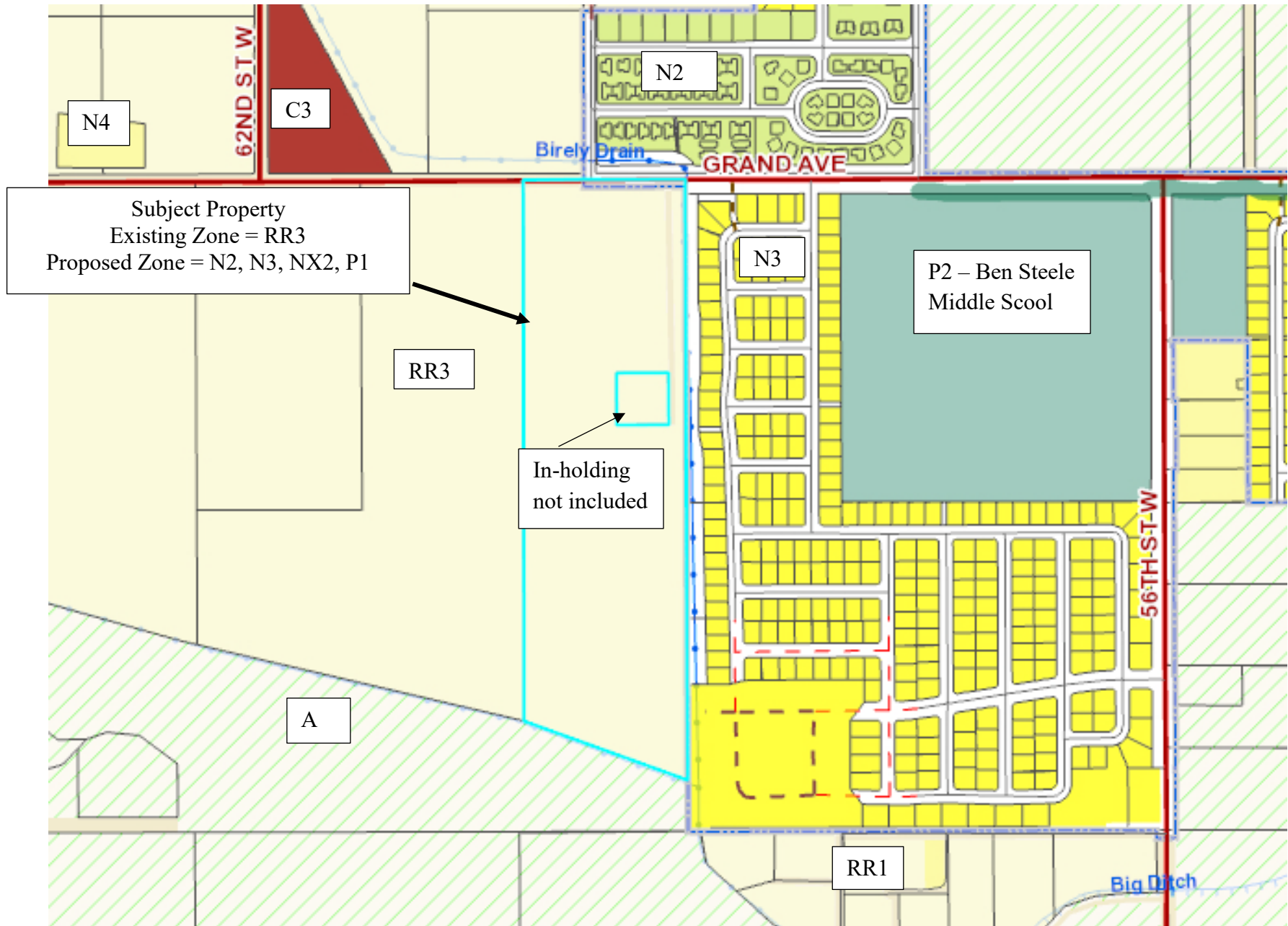
West End Multi Modal Traffic Study

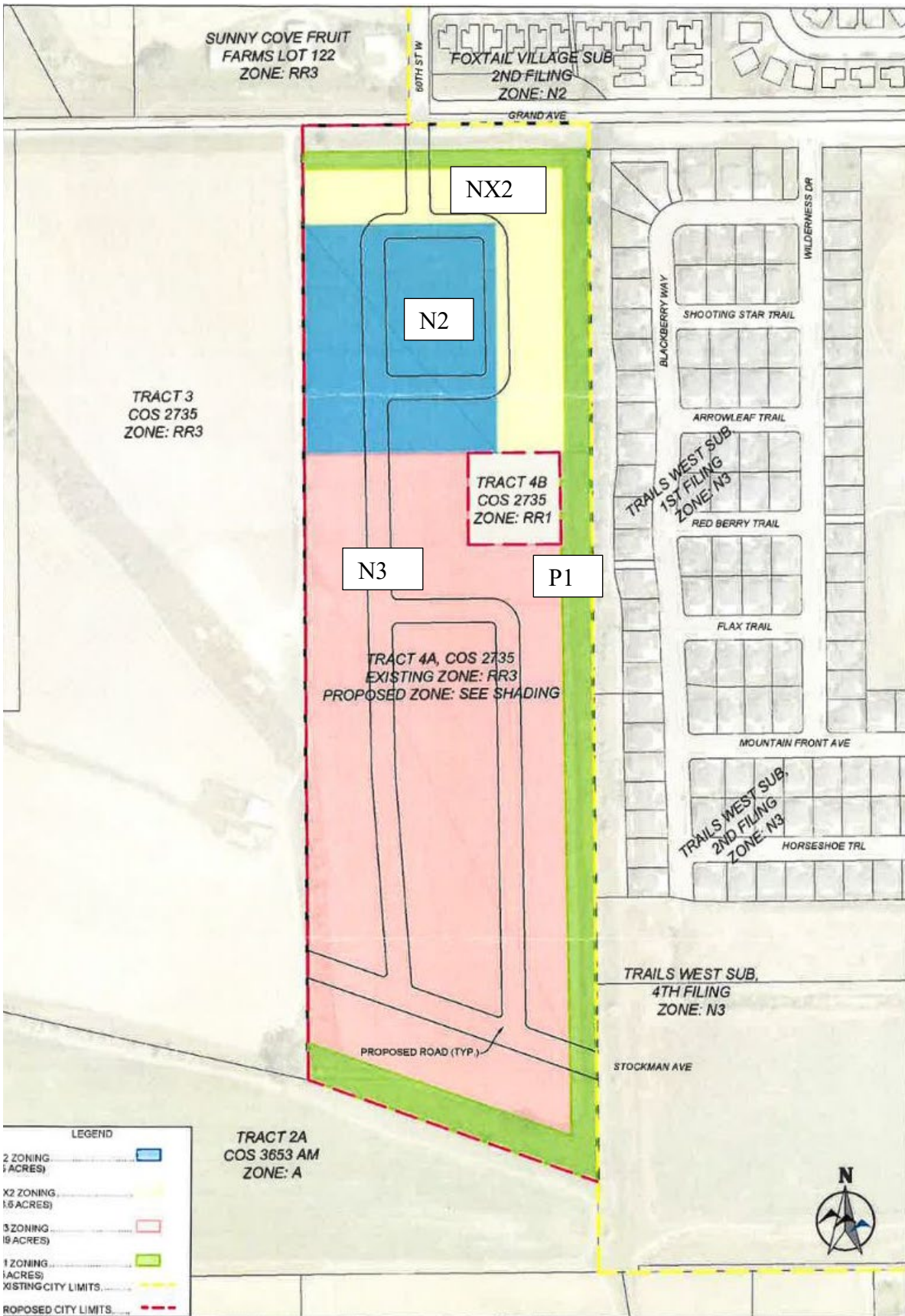
Zoning History

Public Comment

Ordinance ZC 1011

City Zone Change 1011 – Buffalo Crossing LLC  
Zoning Map and Site Photos





SUNNY COVE FRUIT  
FARMS LOT 122  
ZONE: RR3

FOXTAIL VILLAGE SUB  
2ND FILING  
ZONE: N2

60TH ST W

GRAND AVE

NX2

N2

TRACT 3  
COS 2735  
ZONE: RR3

TRACT 4B  
COS 2735  
ZONE: RR1

N3

P1

TRACT 4A, COS 2735  
EXISTING ZONE: RR3  
PROPOSED ZONE: SEE SHADING

TRAILS WEST SUB  
1ST FILING  
ZONE: N3

TRAILS WEST SUB  
2ND FILING  
ZONE: N3

TRAILS WEST SUB,  
4TH FILING  
ZONE: N3

TRACT 2A  
COS 3653 AM  
ZONE: A

PROPOSED ROAD (TYP.)

STOCKMAN AVE

**LEGEND**

|                          |  |
|--------------------------|--|
| 2 ZONING<br>(1 ACRES)    |  |
| X2 ZONING<br>(1.5 ACRES) |  |
| 3 ZONING<br>(1.5 ACRES)  |  |
| 1 ZONING<br>(1 ACRES)    |  |
| EXISTING CITY LIMITS     |  |
| PROPOSED CITY LIMITS     |  |



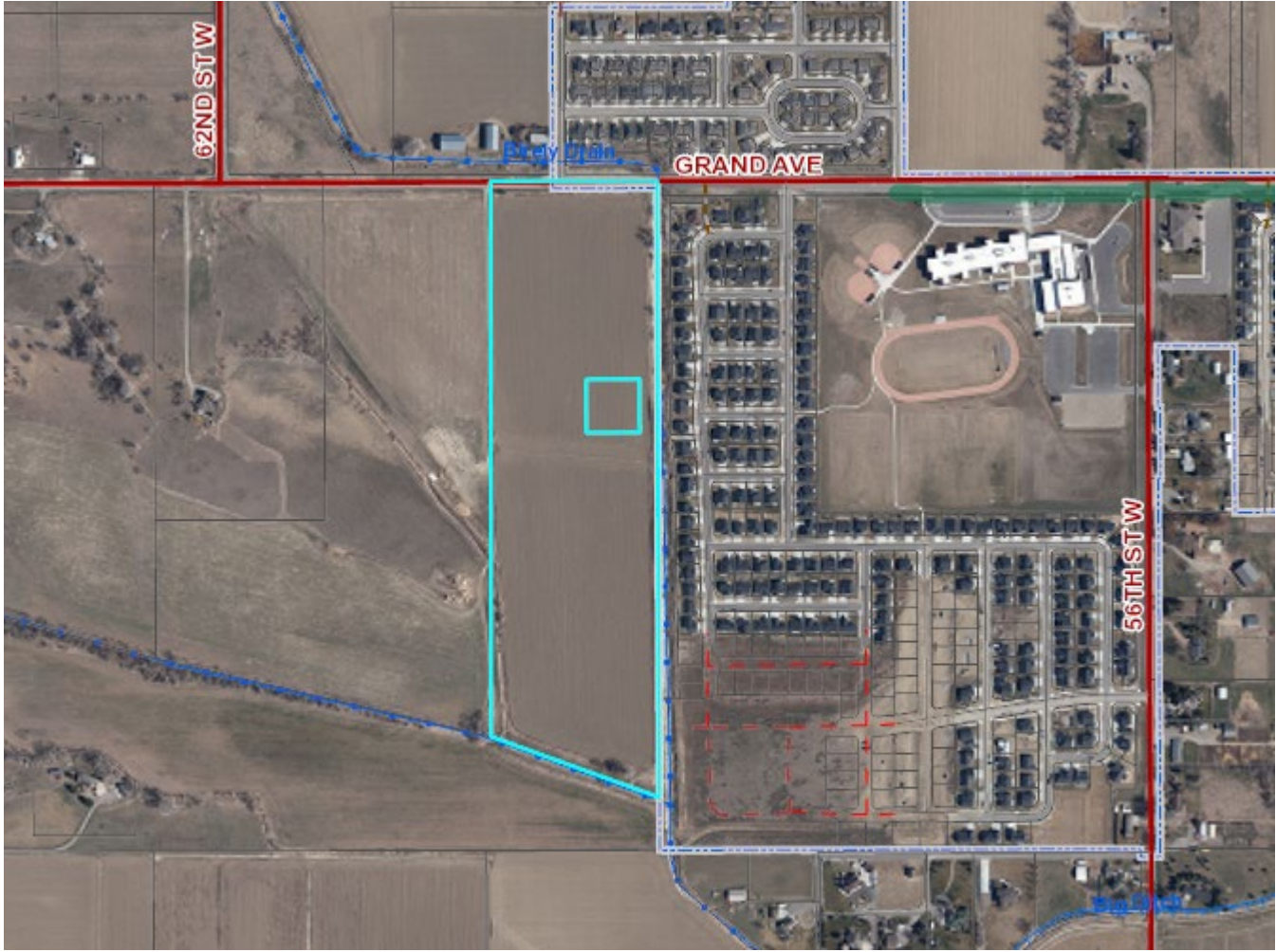
DESIGNED BY: JAC  
DRAWN BY: JAC  
CHECKED BY: JAC  
DATE: 07/20/2022  
SHEET 07

ISLAND MOUNTAIN DEVELOPMENT  
COS 2735 TRACT 4-A  
**PROPOSED ZONING**  
YELLOWSTONE COUNTY, MT

PREPARED BY  
**WWC** ENGINEERING  
660 S. 24TH ST., W. SUITE 201  
BILLINGS, MT 59102  
(406) 264-2213  
www.wwcengineering.com

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |

PROJECT NO. 2021577







View south and east across Grand Avenue





View east on Grand Avenue



# APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1011 - Project # P2x22 - 00032

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning Rural Residential (RR-3)

Proposed Zoning: Mixed Residential Planned Neighborhood Developement (MR-PND)

TAX ID# D11914A CITY ELECTION WARD N/A

Legal Description of Property: Tract 4 of Certificate of Survey No. 2735

Address or General Location (If unknown, contact City Engineering): 60th Street W/Grand Ave

Size of Parcel (Area & Dimensions): Tract 4 = 33.64 acres

Present Land-Use: Vacant

Proposed Land-Use: residential subdivision development

Covenants or Deed Restrictions on Property: Yes \_\_\_\_\_ No X

If yes, please attach to application

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Buffalo Crossing, LLC

(Recorded Owner) 353 Old Hays Road, Hays, MT 59527

(Address) 406-670-2242 doug.wild@cdhmontana.com

(Phone Number) (email)

Agent(s): WWC Engineering - Aaron Redland

(Name) 550 S. 24th Street W, Billings, MT 59102

(Address) 406-894-2210 aredland@wwcengineering.com

(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature:  Date: 01/28/2022

(Recorded Owner) Representative for Buffalo Crossing, LLC



**(1) Whether the new zoning is designed in accordance with the growth policy;**

The 2016 City of Billings Growth Policy, states that growth will be managed by "encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development." The proposed zone change would provide additional tax revenue to the city and provide an expansion of city services onto the adjacent infill lot that is bordering existing residential development.

**(2) Whether the new zoning is designed to secure from fire and other dangers;**

The change of Rural Residential (RR-3) to Mix Residential-Planned Neighborhood Development (MR-PND) that will include a mix of N-2, N-3, and NX-2 zoning would not create any dangers within the neighborhood. With the zone change, the developer intends to develop residential properties. There are existing fire hydrants located at the intersection of 60<sup>th</sup> Street West and Grand Avenue, and Wilderness Drive and Grand Avenue, therefore there are no anticipated dangers of fire protection with the development. Further, development of the property as MR-PND City Development in lieu of RR-3 County development will include additional fire hydrants for protection of residences in the area.

**(3) Whether the new zoning will promote public health, public safety and general welfare;**

The proposed zone change from RR-3 to MR-PND would allow for the developer to expand existing residential development within the area. The developer will be required to improve existing infrastructure adjacent to the property and install new infrastructure within the development such as water, sewer, and stormwater retention. These extensions will allow additional properties to the west to be developable properties within the City of Billings. The required improvements within the development will include curb/gutter, sidewalk, and improvements on Grand Avenue along the subject property. When new roads are installed within the development, they will be required to meet the City of Billings standards for curb/gutter, boulevard, sidewalk, and roads. The expansion will improve the property value in the neighborhood and eliminate vacant property within the city limits.

**(4) Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;**

The proposed zone change from RR-3 to MR-PND will positively impact transportation surrounding the property. The development will require improvements on the southerly portion of Grand Avenue along the developer's property which will include curb/gutter and sidewalk.

The City of Billings will be providing the water service. With an existing main along Grand Avenue, there is an immediate access to water service for the development. The property may also be served by the gravity sanitary main within Grand Avenue, as far as practical while maintaining burial depths on the sanitary main. The southerly half of the proposed development is anticipated to be designed with a low pressure sanitary sewer system connecting to a manhole located in the northly half of the development .

Since the development will be residential, the neighborhood schools and parks may be impacted by this zone change. This will depend on the types of individuals that purchase property within the development.

**(5) Whether the new zoning will provide adequate light and air;**

RR-3 development and N-2, N-3, and NX-2 development are all to be residential development, with the exception that N-2, N-3, and NX-2 development are in the City and would require an area for stormwater to be ponded as open space. As such, the city developments would be expected to have an increase of structures with open space maintained resulting an increase in the impacts to light and air.

**(6) Whether the new zoning will effect motorized and nonmotorized transportation;**

The proposed zoning will not have a negative effect on motorized and nonmotorized transportation. The motorized transportation will be entering the property from either Grand Avenue or from Stockman Avenue with the new development. As part of the subdivision development requirements, the southerly portion of Grand Avenue along the subject property will need to be widened with installation of new curb/gutter and sidewalk based on the City of Billings standards. Those improvements will allow nonmotorized transportation to travel safely outside the property.

**(7) Whether the new zoning will promote compatible urban growth;**

The proposed zoning will allow the developer to expand the residential development within the area. The development will be required to satisfy the City of Billings regulations for residential development on the street, sidewalks, water, sewer, and stormwater. The residential expansion is on vacant property immediately adjacent to a City of Billings residential neighborhood. Development of this property minimally expands City services while significantly expanding the city limits. Additionally, the required property improvements such as improvements for stormwater, Stockman Avenue as a collector roadway, and pedestrian pathways, will increase the value of property within that area.

**(8) Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;**

The character of the district surrounding the subject property, is a mix of residential and agricultural. The proposed zone change from RR-3 to MR-PND would allow the property to stay consistent with the adjacent development to the east which is also zoned for N-3 and the development to the north is zoned N-2. For completion of the residential development, the developer will be required to comply with the requirements for residential development such as (but not limited to) infrastructure improvements.

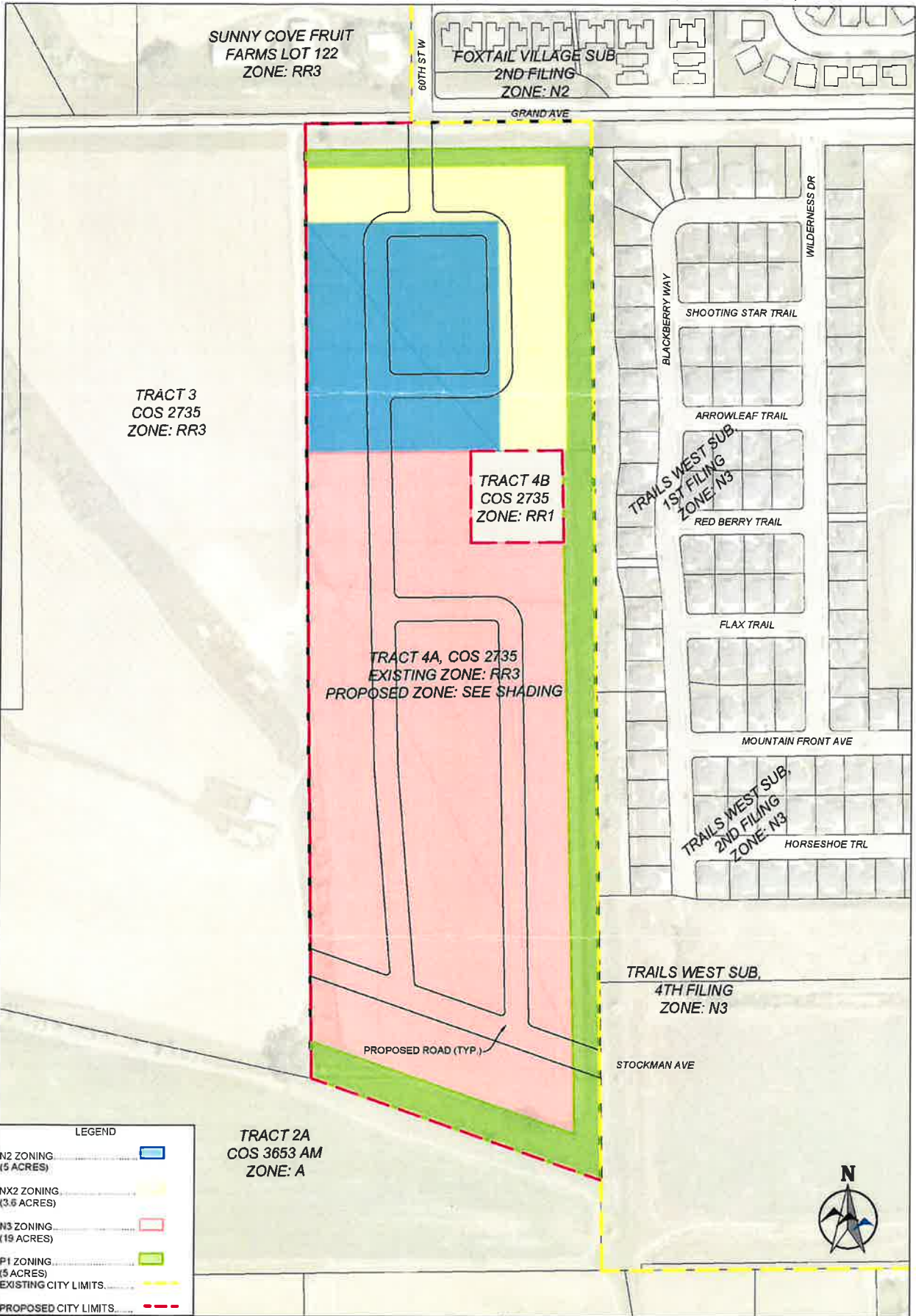
**(9) Whether the new zoning will conserve the value of buildings; and**

Immediately adjacent to the proposed development is an existing N-2 and N-3 development, Foxtail Village Subdivision and Trails West Subdivision, respectfully. As such, this development would not be changing the type of residential development that exists within the neighborhood. Further, the vacant property will be developed by changing the zoning to allow the extension of residential development, which will remove vacant property from the area and improve it to City of Billings standards with a widened roadway and sidewalks in the public right-of-way adjacent to the property.

**(10) Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.**

Given the demand of residential development within Billings, this proposed zone would allow the developer to provide additional residential property. The development of residential property would generate a return on investment for the City of Billings due to the minimal extension of services to the property. The property is located adjacent to an arterial street and is in an area of significant other residential expansion of the City of Billings. Continued growth of this area as residential property increases the return on investment of the City for all improvements previously done in Grand Avenue (intersection improvements, water/sewer/storm utilities, and roadway improvements). Further, the property is located immediately adjacent to several legs of the Birely Drain, which is the prominent storm drainage facility within the West End of Billings.

The current zoning, (RR-3), of the subject properties is a county zoning district. The developer has also submitted the petition for annexation to the City of Billings and the proposed zone, MR-PND, will be an extension of the current zoning north and east of the subject property including the required NX-2 zoning.



DESIGNED BY: SMC  
DRAWN BY: SMC  
CHECKED BY: AMK  
DATE: 07/27/2022

**PZ**  
SHEET

ISLAND MOUNTAIN DEVELOPMENT  
**COS 2735 TRACT 4-A**  
**PROPOSED ZONING**  
YELLOWSTONE COUNTY, MT

PREPARED BY  
**WWC ENGINEERING**  
650 S. 24TH ST. W. SUITE 201  
BILLINGS, MT 59102  
(406) 804-2210  
www.wwcengineering.com

| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |

PROJECT NO. 2021577

Pre-Application Neighborhood Zone Change Meeting - Buffalo Crossing LLC  
 January 22, 2022 at 10:00 am

|    | Name                                     | Address                       | Phone no.    |
|----|------------------------------------------|-------------------------------|--------------|
| 1  | B HAFEDT                                 | 802 Bitterbrush               | 868-4277     |
| 2  | Jenny & Cheryl Robinson                  | 801 Bitterbrush St            | 406-240-4200 |
| 3  | Ann Palmer                               | 5727 Horseshoe                | 406-698-0915 |
| 4  | Larry Palmer                             | " "                           |              |
| 5  | Dan Sloan                                | 1805 60th Str. west           | 406-839-6289 |
| 6  | Dobbie Pezoldt                           | 931 Ninebark St               | 406-451-4668 |
| 7  | Doug Pezoldt                             | "                             | "            |
| 8  | Howard Holz                              | 1120 Blackberry Way           | 406-534-4340 |
| 9  | Philip & Lauren Swain                    | 938 Blackberry Way            | 832 928 0501 |
| 10 | George Jarovich                          | 3647 Donna Drive              | 406-652-1121 |
| 11 | Troy & Taylor Schlehober                 | 804 Grouseberry St.           | 406-694-2698 |
| 12 | Tony Golden For M: School A. p. 10/11/12 | 1008 Phil. Circle Lorelei, MT | 406-360-6364 |
| 13 | Carolyn Pluhar                           | 922 N Fork TFI Bluffs         | 406-670-4414 |
| 14 | Larry & Doreen                           | 2946 Foxtail Loop W           | 406 698-2557 |
| 15 | Nicki Soekwall                           | 5940 Foxtail Loop W           | 405-622-5732 |

Pre-Application Neighborhood Zone Change Meeting - Buffalo Crossing LLC  
 January 22, 2022 at 10:00 am

|    | Name               | Address                              | Phone no.      |
|----|--------------------|--------------------------------------|----------------|
| 16 | LARON PLUHAR       | 1720 60TH ST W                       | (406) 860-1956 |
| 17 | Shirley Mohr       | 5726 Horseshoe Tr                    | 406 939-0082   |
| 18 | CHARLES MOHR       | 5726 Horseshoe Tr                    | 406 939-0082   |
| 19 | Chet Blotske       | 1700 60th St. W                      | 406-694-3065   |
| 20 | Bob Wilson         | 422 SHAMROCK LANE Business Mt. 59102 | 406-855-4755   |
| 21 | TRACEE MORGAN      | 1341 BLACKBERRY WAY                  | (406) 697-2077 |
| 22 | DON LOHRENTZ       | 1705 60th ST W                       | 406-698-6633   |
| 23 | CHRISTOPHER FADLEY | 1202 Blackberry way                  | 406 671-2618   |
| 24 | S. McDermit        | 5747 Foxtail Lane                    | 406-702-1772   |
| 25 | K. Wyrcas          | 5824 Mountain Front Ave              | 406-861-2453   |
| 26 | MIKE WYRCAS        | 5824 Mountain Front Ave              | 406 855-8856   |
| 27 | Troy Kelly         | 5823 Flax Tail                       | 206-755-9991   |
| 28 | Chad Kiernan       | 1126 Blackberry way                  | 406-927-8367   |
| 29 |                    |                                      |                |
| 30 |                    |                                      |                |

## 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:** RR-3, Rural Residential \_\_\_\_\_
2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

The existing zoning is Rural Residential (RR-3) and the proposed zoning for the property is Mixed Residential Planned Neighborhood Development (MR-PND with NX-2, N-2, and N-3.

3. **Subject Property Map:** See attached
4. **Legal Description of Property:** Tract 4A of Certificate of Survey No. 2735,
5. **Neighborhood Task Force Area:**  Yes  No . If Yes, Name of Task Force and mailing address of Chairperson: Howard Holz  
billingswetf@gmail.com \_\_\_\_\_
6. **Roster of persons who attended the pre-application neighborhood meeting:** See attached
7. **A copy of the meeting notice.** See attached
8. **A brief synopsis of the meeting results including any written minutes or audio recording.**  
See attached
9. **The undersigned affirm the following:**
  - 1) The pre-application neighborhood meeting was held on the 22nd day of January, 2022.
  - 2) The zone change application is based on materials presented at the meeting.

**Owner (s):** Buffalo Crossing, LLC Telephone: 406-670-2242  
Address: 353 Old Hays Road, Hays, MT 59527 Email: doug.wild@cdhmontana.com

**Agent (s):** WWC Engineering Telephone: 406-894-2210  
Address: 550 S. 24th Street W, Billings, MT 59102 Email: aredland@wwcengineering.com

## Buffalo Crossing LLC Zone Change Pre-Application Neighborhood Meeting Minutes

January 22<sup>nd</sup>, 2022 at 10:00 am

### Attendance:

Greg Reid – WWC Engineering

Aaron Redland – WWC Engineering

Doug Wild – Owner’s Representative

See attached sign-in sheet and emails received

The meeting was opened by WWC Engineering (WWC) giving a description of the current zoning and the proposed zoning. WWC also explained the zone change process along with the Zoning and Council meetings that are required for the zone change to be completed. Doug provided information on the future development plan of the property.

The area residents were then asked to provide comments or concerns regarding the zone change. The following list summarizes the comments received. Additional comments unrelated to zoning of the property were made and those were not included within the list below, such as asking how sanitary sewer would be provided to lots within the subdivision.

- Is the development anticipated to provide connection to Stockman Avenue?
  - Yes.
- What improvements will be made to the roads for increased vehicle and pedestrian traffic?
  - The roads will be designed and constructed according to the current Subdivision Regulations and City of Billings Public Works Standards.
- What building standards will be implemented with potential groundwater?
  - That will be determined by foundation design as part of building permits.
- How many multi-family units will be constructed?
  - That will be determined when we progress into the engineering design of the subdivision.
- Is the NX zoning required to be located adjacent to Birely Drain as well?
  - No, but it is preferred as the existing access easement is along the drain could serve a dual purpose.
- Is the N2 zoning required as part of the PND?
  - Per the current City of Billings Zoning Code, “One NX-category zone district is required, and one N-category zone is required in the MR-PND. The owner has selected to use N-2 and N-3.
- Why are the garages on the multi-family units facing the rear of the property?
  - Per the current City of Billings Zoning Code, garage location and entrance is required on the rear half of the building within NX-2 zoning.
- Who are the entities of Buffalo Crossing LLC?
  - They are a branch of Island Mountain Development Group.
- How will the Birely Drain affect setbacks with the access easement on the property?

- The access easement to the 1-acre parcel is separate from Birely Drain easement. The Birely Drain has been contacted and we are aware of their access needs.
- Is the separate one-acre parcel included within the zone change/annexation?
  - No.
- How can we be certain that this does not turn out similar to the Den situation?
  - The owner is requesting for a residential zone change, not a commercial.
- There were general statements about this development de-valuing the adjacent properties and subdivisions.

# EXECUTIVE SUMMARY

The West End Multi-Model Planning Study is the result of a collaborative effort between the Billings-Yellowstone County Metropolitan Planning Organization (MPO), the City of Billings, Yellowstone County and the consultant Project Team (Sanderson Stewart and Fehr & Peers). The purpose statement for the study is as follows:

To evaluate the cumulative effect of ongoing and projected future land development and population growth on the multi-modal transportation system for the area of Billings west of Shiloh Road

This document provides guidance in terms of cost and prioritization for multi-modal transportation system projects in the study area based on a pair of land development projection scenarios for the 20-year period leading up to the study Horizon Year of 2035.

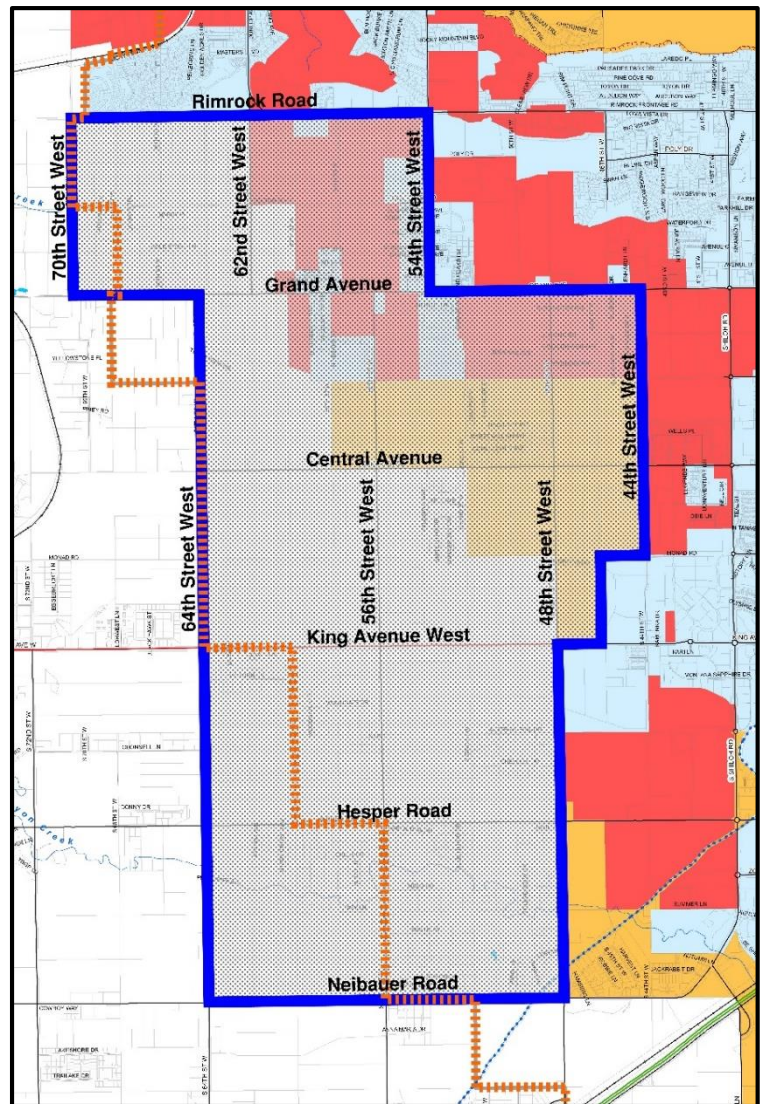
## Study Area

The study area for the West End Multi-Modal Planning Study is depicted at right in **Figure ES1**. The areas shown in light blue are in the City of Billings, while all other areas have not yet been annexed. The areas shaded in red have been identified for potential annexation by 2018, while the areas in yellow-orange have been identified for potential longer-term annexation. The orange dotted line represents the MPO planning jurisdictional boundary.

## Methodology

The Project Team inventoried existing multi-modal transportation system features within the study area, collected traffic counts and crash history data and performed a comprehensive analysis of existing conditions to utilize as a baseline for the study. In addition to evaluating operations and safety for vehicular travel, the team evaluated conditions for the bicycle and pedestrian environment using latent demand and level of traffic stress (LTS) metrics.

Two (2) Horizon Year (2035) land development projection scenarios were calculated; one that approximated a continuation of recent historical development in the area, including a mixture of City and County subdivisions; and a second scenario that projected more aggressive annexation of study area property, thereby resulting in denser development and growth.



**FIGURE ES1. STUDY AREA**

The parameters for the two growth scenarios were provided to the Montana Department of Transportation (MDT) for analysis in the Transcad transportation model for Yellowstone County. MDT returned link-specific average daily traffic (ADT) volume projections for both scenarios to be utilized for the Horizon Year (2035) analyses.

The Project Team analyzed future multi-modal operations for both of the growth scenarios. Based on the results of those efforts and the crash history analysis for the study area, the team developed a series of prioritized short-term and long-term project recommendations with high-level approximate construction cost ranges estimates.

## Analysis Results

### Existing Conditions

For the Existing Conditions (2015) scenario, all of the study area intersections and street corridor segments were found to operate at acceptable levels of service (LOS) during all periods of a typical day. However, an evaluation of crash history for study area intersections for the 5-year period from 2010-2014 revealed that there are seven (7) intersections with crash rates higher than 1.0 crashes/million vehicles entering (MVE), which is a threshold number that MDT uses to determine when an intersection may be of concern. The following three (3) of those intersections exhibited crash rates greater than 1.50 crashes/MVE:

- Rimrock Road & 62nd Street West
- Neibauer Road & 48th Street West
- Neibauer Road & 56th Street West

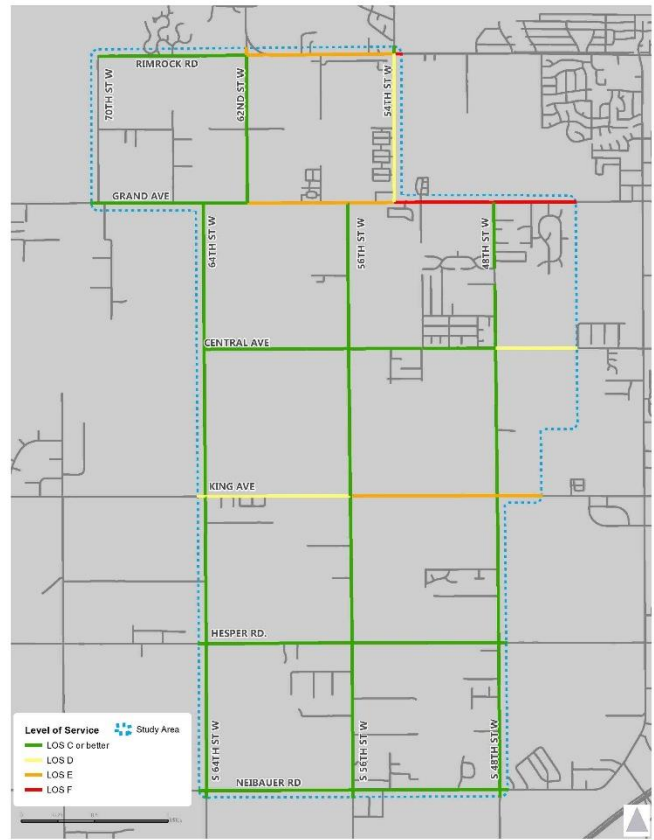
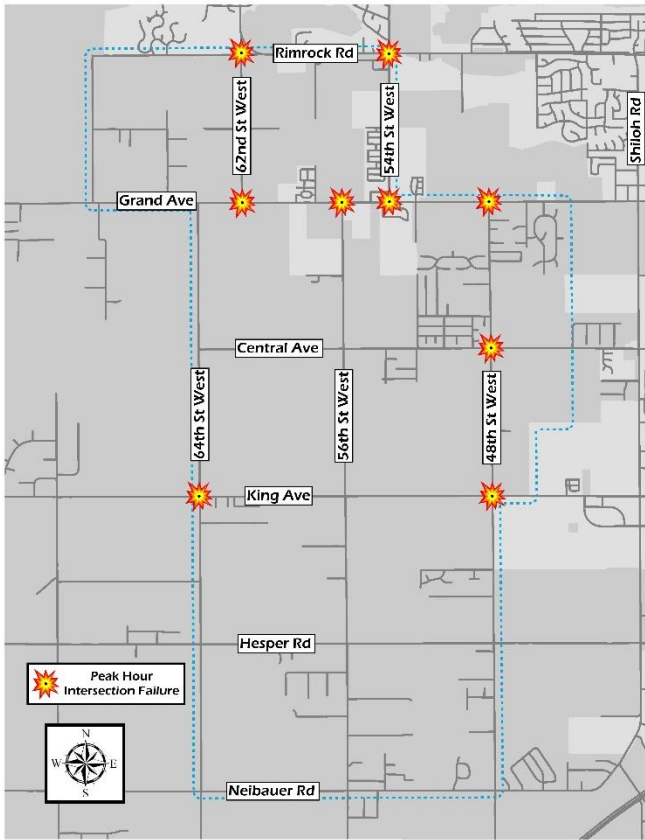
There were no fatalities reported as a result of any of the crashes during the 5-year analysis period. However, crash severity, which takes into account how many injuries and/or fatalities have occurred as a result of a sample of crashes, was found to be elevated for six (6) intersections. The two Neibauer Road intersections listed above had the highest crash severity rates.

From an active transportation (bicycle/pedestrian) standpoint, the availability of sidewalks, side paths, trails, or bike lanes in the study area is very limited with the exception of sidewalks internal to masterplanned communities. In general, the study area lacks connectivity to low stress bike/pedestrian facilities. A level of traffic stress (LTS) analysis showed that all of the major streets in the study area exhibit the highest LTS scores, thereby making them uninviting to typical bicyclists and pedestrians. This is generally due to the high speeds and narrow or non-existent shoulders in the study area.

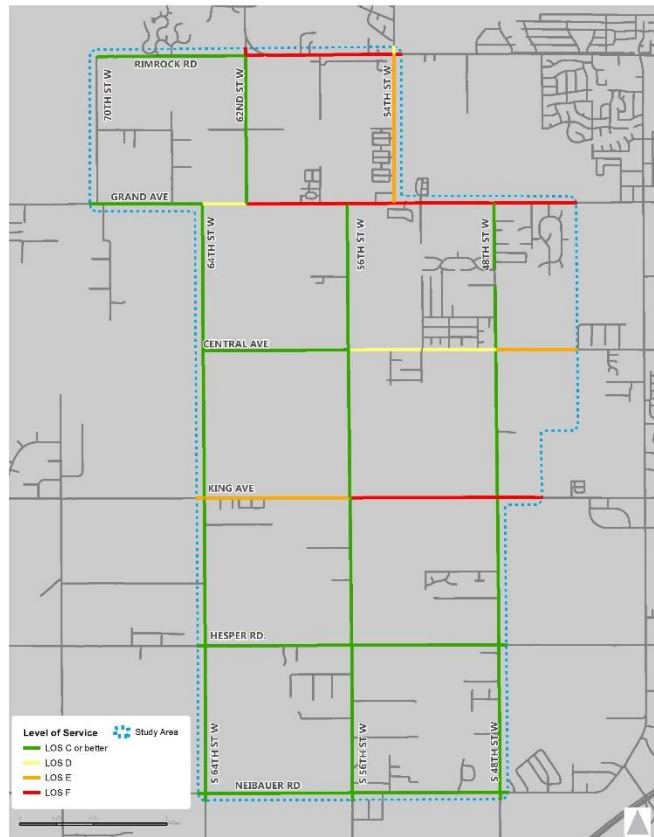
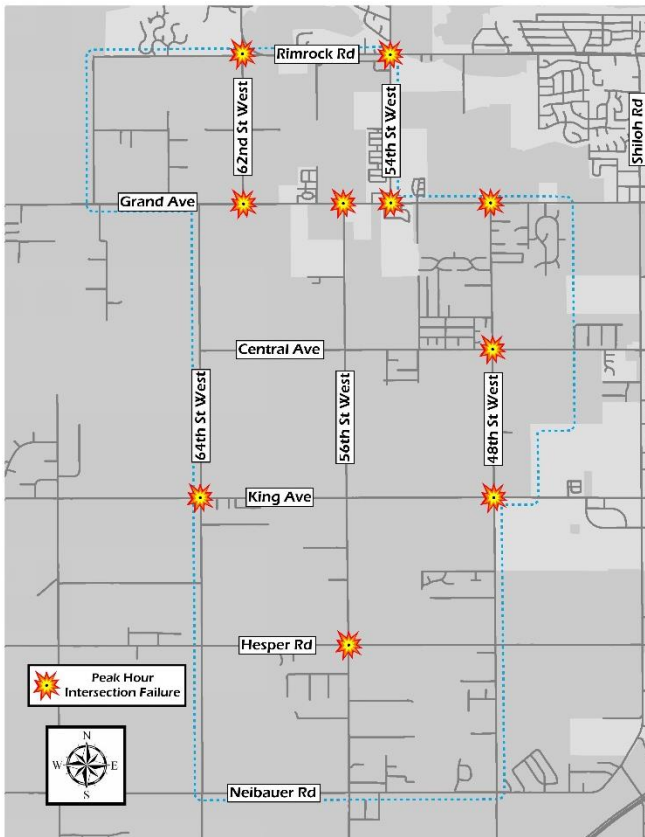
### Future Conditions (2035)

Under land use growth Scenario 1 (typical growth), most roadways in the study area continue to experience a LOS D or better. However, three of the primary east-west arterials (Rimrock Road, Grand Avenue, King Avenue West) are not projected to meet that standard. Of the north-south arterials, only 62nd Street West, north of Rimrock Road, is projected to operate below LOS D. **Figure ES2** on the following page provides a graphical illustration of the corridor LOS conditions for Scenario 1. Figure ES2 also shows the intersections that are projected to operate below an acceptable LOS C during one or both peak hour periods for Scenario 1.

Under the higher-growth Scenario 2 (aggressive growth), Central Avenue joins Rimrock Road, Grand Avenue and King Avenue West in having one or more segments exhibiting LOS E or worse conditions. For the north-south corridors, 62nd Street West, north of Rimrock Road degrades to LOS F, while 54th Street West is projected at LOS D north of Rimrock Road and LOS E south of Rimrock Road. **Figure ES3**, also on the following page, illustrates the corridor LOS analysis results for Scenario 2 and also shows graphically which intersections are projected to fail under that scenario.

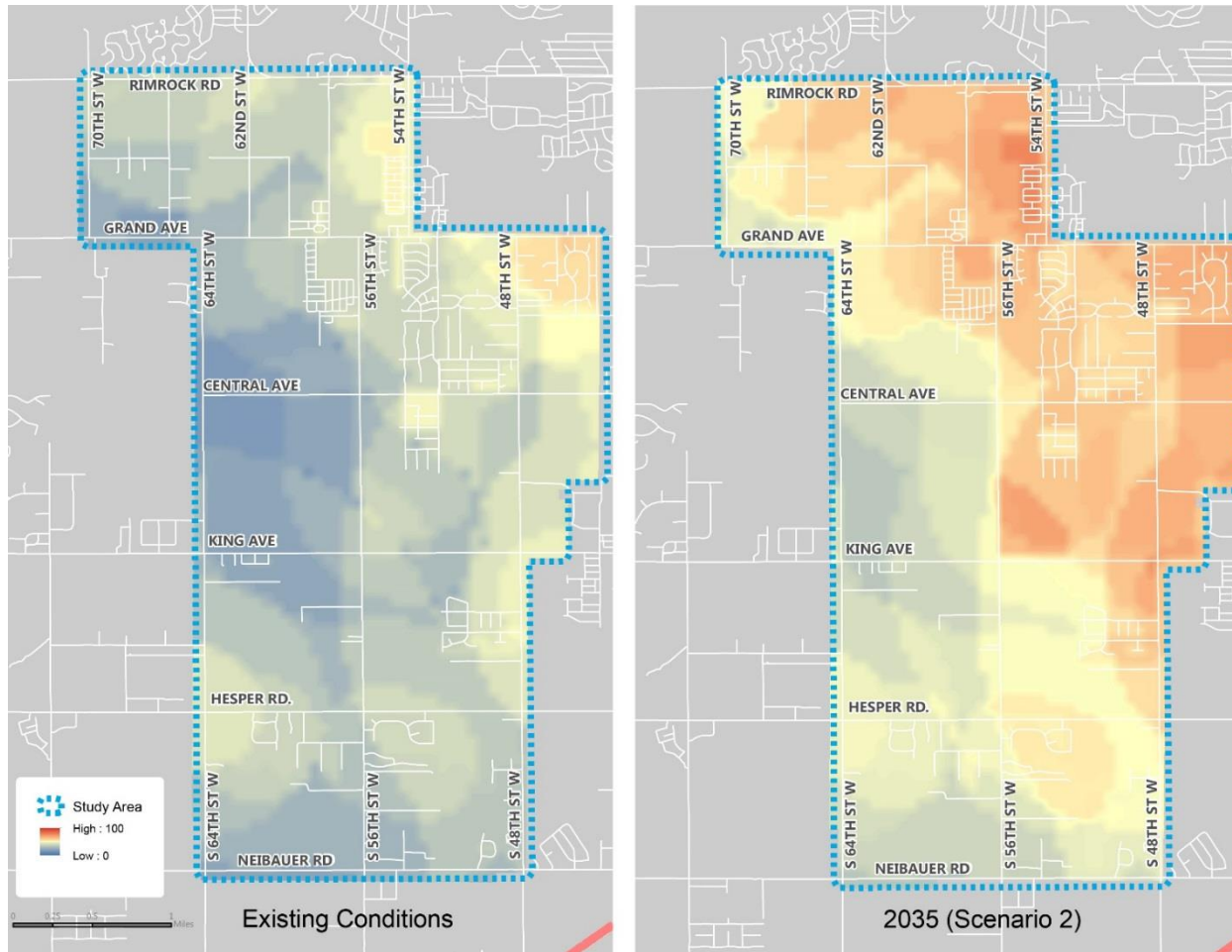


**FIGURE ES2. SCENARIO 1 (2035) INTERSECTION AND CORRIDOR LOS ANALYSIS RESULTS**



**FIGURE ES3. SCENARIO 2 (2035) INTERSECTION AND CORRIDOR LOS ANALYSIS RESULTS**

A Latent Demand Model was used to provide a logical analysis framework to prioritize attention and investment for active transportation. Based on the growth projections, demand for active transportation is expected to increase significantly. Most of the study area north of King Avenue and east of 56th Street will generate demand, with the highest concentrations along 54th Street and Grand Avenue. **Figure ES4** below illustrates the projected change in active transportation demand from Existing Conditions (2015) to Scenario 2 (2035)



**FIGURE ES4. LATENT DEMAND MODEL ANALYSIS RESULTS**

## Study Recommendations

### Streets & Intersections

The priority project recommendations for this study were broken down into short-term and long-term categories. Short-term priority projects are those that could be necessary in order to maintain safe and efficient operations during the first half of the 20-year study period. Long-term priority projects are more likely to be needed during the second half of that period. However, it should be noted that there are many factors related to land development that could change the priority, location and cost considerations that are summarized in these recommendations. As such, the recommendations are to be utilized as a guideline for planning and not as a hard and fast committed projects list.

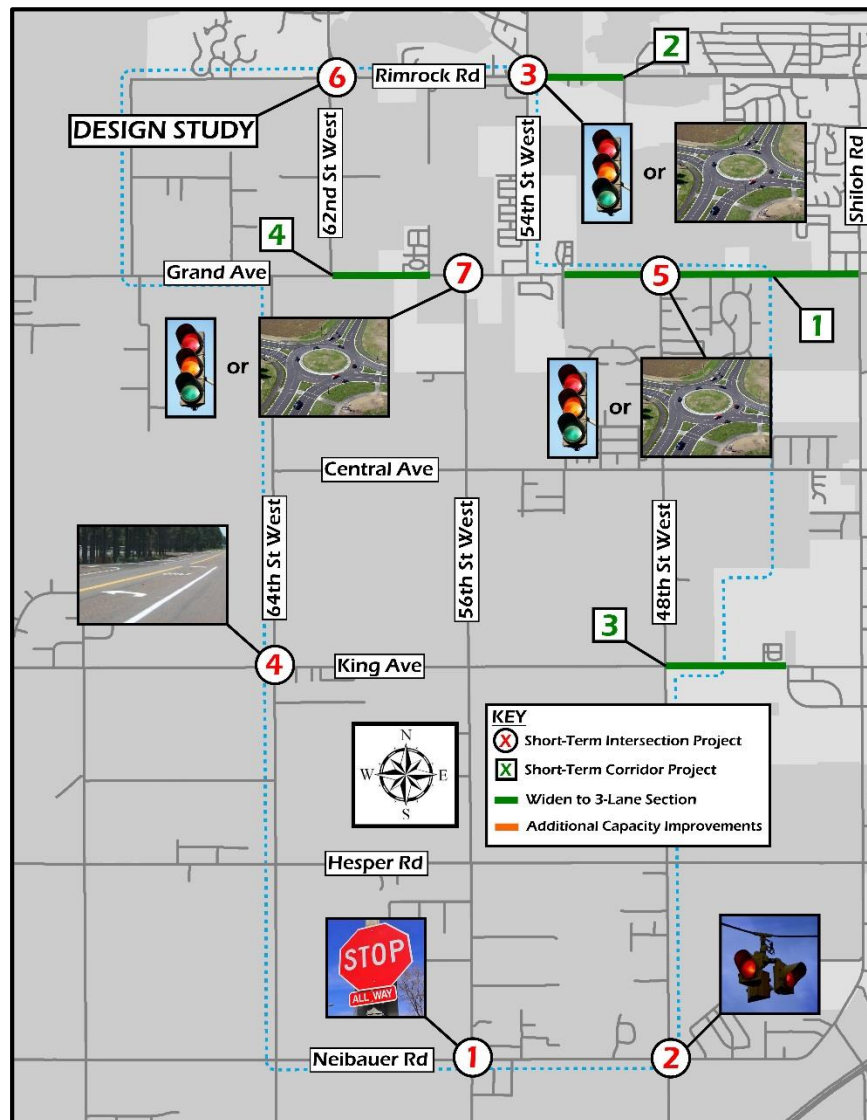
**Tables ES1-ES4** and **Figure ES5-ES6** on the following pages list and illustrate the short term and long-term priority project recommendations for street and intersection improvements. In addition to details about each recommended project, the tables provide estimated construction cost ranges. The estimated costs do not consider right-of-way, irrigation systems modifications or street lighting other than as associated directly with traffic signals or roundabouts.

**TABLE ES1. SHORT-TERM INTERSECTION PROJECT RECOMMENDATIONS**

| Priority Ranking | Project Location                   | Project Type                                                      | Estimated Cost        |
|------------------|------------------------------------|-------------------------------------------------------------------|-----------------------|
| 1                | Neibauer Rd. & 56th St. West       | All-Way Stop Control/OH Flashing Beacons/Transverse Rumble Strips | \$120,000-\$200,000   |
| 2                | Neibauer Rd. & 48th St. West       | OH Flashing Beacons/Transverse Rumble Strips                      | \$120,000-\$200,000   |
| 3                | Rimrock Rd. & 54th St. West        | Traffic Signal or Roundabout                                      | \$400,000-\$1,500,000 |
| 4                | King Ave. West & 64th St. West     | Auxiliary Turn Lanes                                              | \$400,000-\$600,000   |
| 5                | Grand Ave. & 48th St. West         | Traffic Signal or Roundabout                                      | \$400,000-\$1,500,000 |
| 6                | Molt Rd./Rimrock Rd./62nd St. West | Design Study                                                      | \$20,000-\$30,000     |
| 7                | Grand Ave. & 56th St. West         | Traffic Signal or Roundabout                                      | \$400,000-\$1,500,000 |

**TABLE ES2. SHORT-TERM CORRIDOR PROJECT RECOMMENDATIONS**

| Priority Ranking | Project Location                                  | Project Type                             | Estimated Cost          |
|------------------|---------------------------------------------------|------------------------------------------|-------------------------|
| 1                | Grand Ave. - Shiloh Rd. to 52nd St. West          | Widening/Reconstruction (3-lane section) | \$2,800,000-\$4,500,000 |
| 2                | Rimrock Rd. - 50th St. West to 54th St. West      | Widening/Reconstruction (3-lane section) | \$1,000,000-\$1,600,000 |
| 3                | King Ave. West - MT Sapphire Dr. to 48th St. West | Widening/Reconstruction (3-lane section) | \$1,300,000-\$2,000,000 |
| 4                | Grand Ave. - Wilderness Dr. to 62nd St. West      | Widening/Reconstruction (3-lane section) | \$900,000-\$1,400,000   |



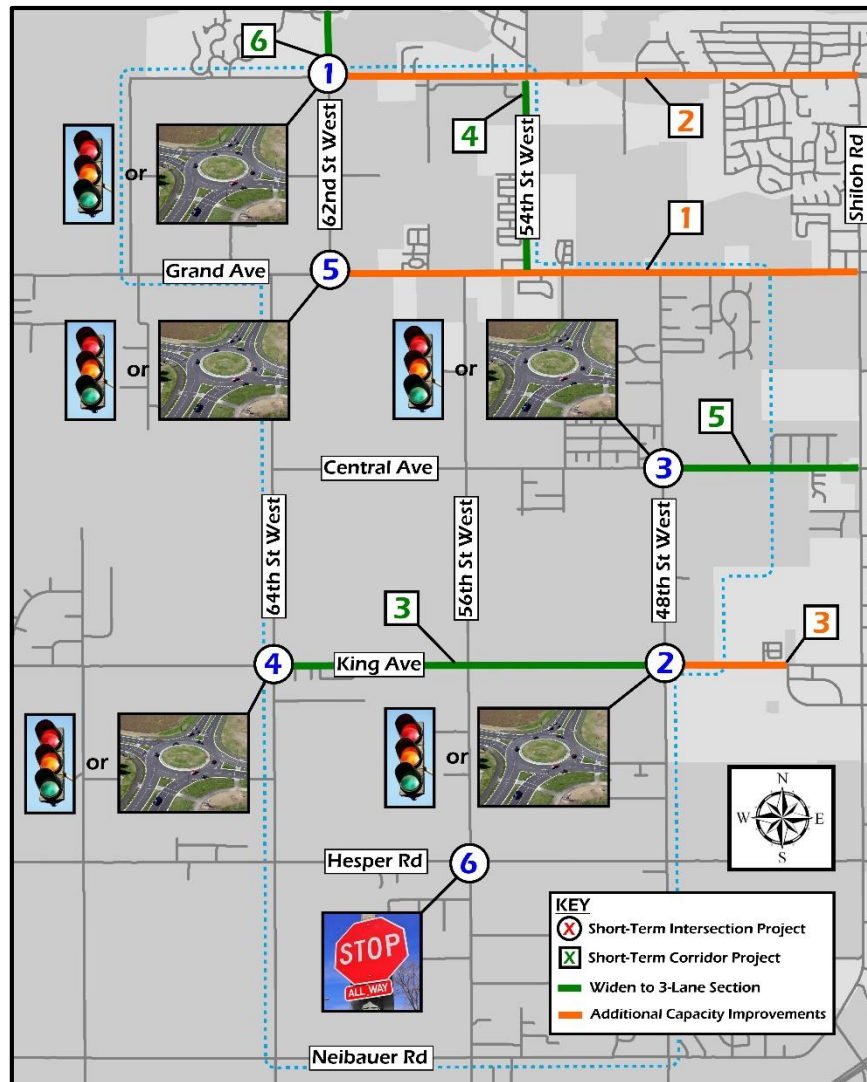
**FIGURE ES5. SHORT-TERM INTERSECTION & CORRIDOR PROJECT RECOMMENDATIONS**

**TABLE ES3. LONG-TERM INTERSECTION PROJECT RECOMMENDATIONS**

| Priority Ranking | Project Location                   | Project Type                 | Estimated Cost        |
|------------------|------------------------------------|------------------------------|-----------------------|
| 1                | Molt Rd./Rimrock Rd./62nd St. West | Traffic Signal or Roundabout | \$400,000-\$1,500,000 |
| 2                | King Ave. West & 48th St. West     | Traffic Signal or Roundabout | \$400,000-\$1,500,000 |
| 3                | Central Ave. & 48th St. West       | Traffic Signal or Roundabout | \$400,000-\$1,500,000 |
| 4                | King Ave. West & 64th St. West     | Traffic Signal or Roundabout | \$400,000-\$1,500,000 |
| 5                | Grand Ave. & 62nd St. West         | Traffic Signal or Roundabout | \$400,000-\$1,500,000 |
| 6                | Hesper Rd. & 56th St. West         | All-Way Stop                 | \$4,000-\$200,000     |

**TABLE ES4. LONG-TERM CORRIDOR PROJECT RECOMMENDATIONS**

| Priority Ranking | Project Location                                  | Project Type                                            | Estimated Cost           |
|------------------|---------------------------------------------------|---------------------------------------------------------|--------------------------|
| 1                | Grand Ave. - Shiloh Rd. to 62nd St. West          | Widening/Reconstruction (5-lane section)                | \$7,500,000-\$11,000,000 |
| 2                | Rimrock Rd. - Shiloh Rd. to 62nd St. West         | Widening/Reconstruction (5-lane section/3-lane section) | \$6,900,000-\$10,300,000 |
| 3                | King Ave. West - MT Sapphire Dr. to 64th St. West | Widening/Reconstruction (5-lane section/3-lane section) | \$6,100,000-\$9,300,000  |
| 4                | 54th St. West - Grand Ave. to Rimrock Rd.         | Widening/Reconstruction (3-lane section)                | \$2,100,000-\$3,300,000  |
| 5                | Central Ave. - Shiloh Rd. to 48th St. West        | Widening/Reconstruction (3-lane section)                | \$2,000,000-\$3,100,000  |
| 6                | 62nd St. West - Rimrock Rd. to Western Bluffs Dr. | Widening/Reconstruction (3-lane section)                | \$700,000-\$1,100,000    |



**FIGURE ES6. LONG-TERM INTERSECTION & CORRIDOR PROJECT RECOMMENDATIONS**

The City and County should also strongly consider the implementation of access control as a tool for extending the life (in terms of capacity) for roadway corridors in this area. Closely spaced driveways with no restrictions on turning movements can greatly degrade the throughput capacity for an arterial. A well-conceived access control plan can improve arterial capacity and also provide safety benefits by reducing conflict points in high-mobility corridors.

### Active Transportation Systems

The Project Team recommends the implantation of short-term bicycle facility improvements in the following locations:

- 54th Street from Rimrock Road to Grand Avenue
- 48th Street from Central Avenue to Grand Avenue
- Grand Avenue from 58th Street to Shiloh Road
- Central Avenue from 56th Street to Shiloh Road

Specific improvements could include shoulder widening to provide rideable space (5-8 ft of pavement outside of the shoulder stripe), protected bike lanes (“cycletrack”), and sidewalks or sidepaths. The provision of parallel multi-use pathways designed to serve both pedestrians and bicycles should also be a focus to better accommodate the needs of multiple user groups.

Near-term improvements for pedestrian facilities should focus on improving sidewalk connectivity with neighborhoods and providing crosswalks and related signage to make drivers aware of crossing locations. The following locations should be considered in the short-term for crossing improvements:

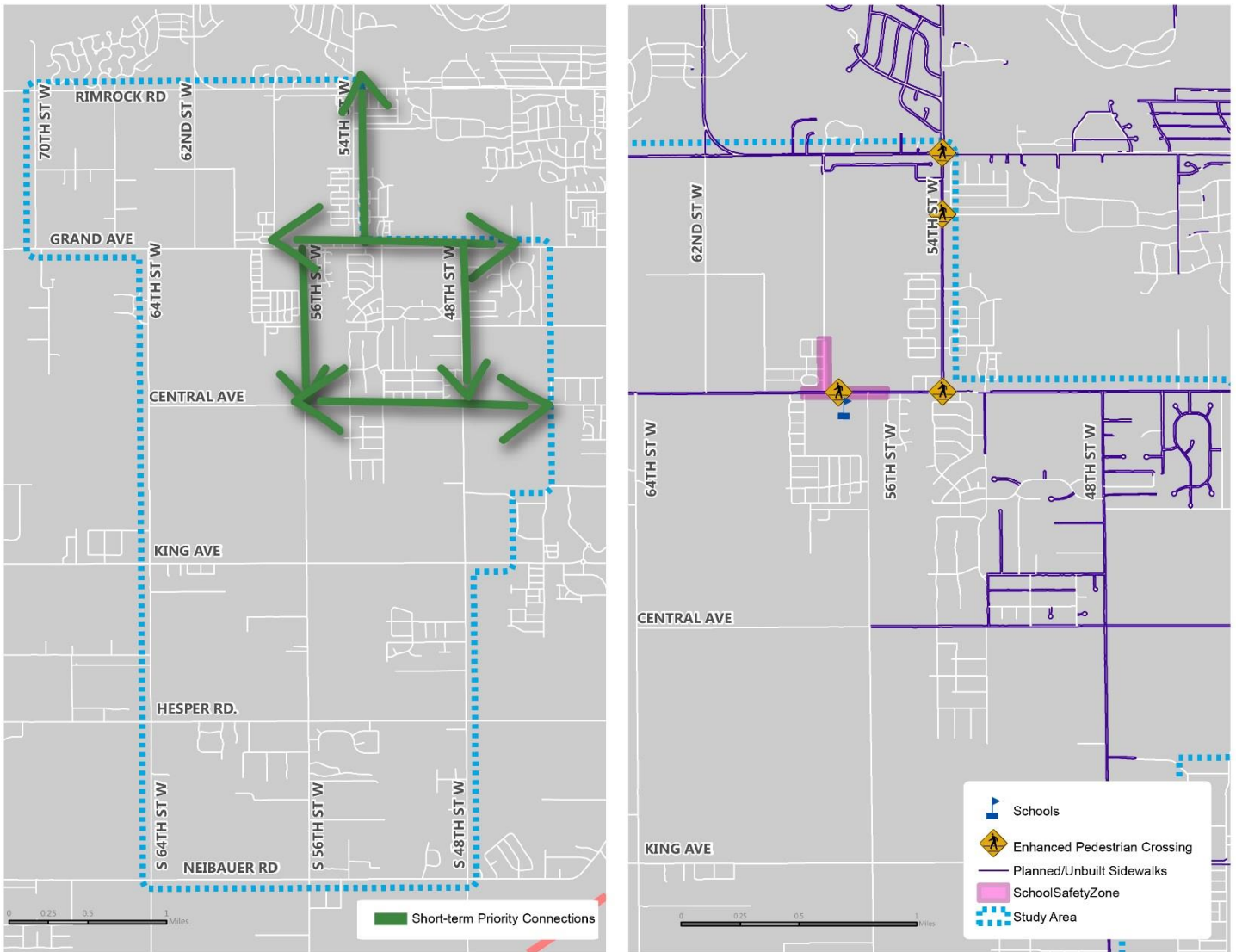
- Grand Ave/54th St: crosswalk enhancements, possibly a traffic signal, to improve pedestrian safety near school zone
- Grand Avenue midway between 56th Street West and 58th Street West: pedestrian actuated mid-block beacon, possibly a pedestrian hybrid beacon (“HAWK signal”) or rectangular rapid flashing beacon (RRFB)
- 54th Street West at terminus of multi-use path (north end of Cottonwood Park): pedestrian actuated mid-block beacon, possibly a pedestrian hybrid beacon (“HAWK signal”) or rectangular rapid flashing beacon (RRFB)
- Rimrock Road/54th St: crosswalk enhancements, possibly a traffic signal, to connect multi-use paths

The following corridors should be considered in the short-term for sidewalk or multi-use path improvements:

- Multi-use path on Grand Ave from 52nd Street West to west boundary of Trails West Subdivision
- Sidewalk on Grand Ave from west boundary of Foxtail Subdivision to HAWK signal
- Multi-use path from Grand Avenue to north boundary of Cottonwood Park along west side of 54th Street West
- Sidewalk along east side of 54th Street West from Grand Avenue to north boundary of Grand Peaks Subdivision

**Figure ES7** on the following page illustrates the recommended locations for short-term active transportation system improvements.

Longer-term, it is recommended that a “layered network” principle be implemented as a way as to provide comfortable and efficient bike and pedestrian connectivity via lower-stress streets instead of force-fitting all modes onto the arterial corridors. Since many of these future collector corridors are platted but not built, it is an ideal time to establish the roadway standards that incorporate bike lanes, sidewalks and modest speed limits. A key consideration regarding this concept is cooperation between the City of Billings and Yellowstone County in terms of developing and implanting development requirements that will require construction of well-planned and consistent facilities as property develops in the study area. In the event that some of the major arterials become more urbanized over time, with speed limit reductions and bike facilities they could also become useful low-stress bikeways.

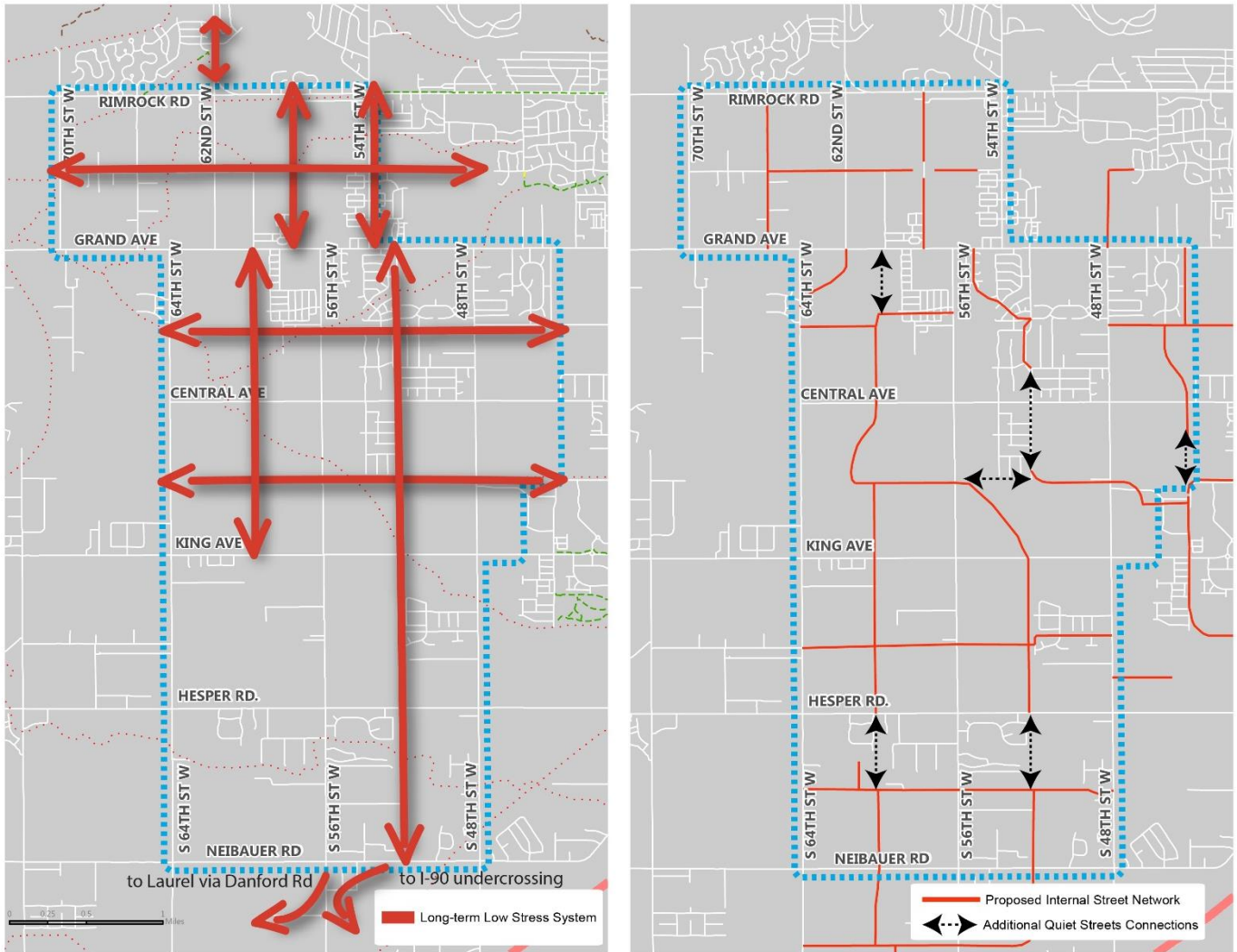


**FIGURE ES7. SHORT-TERM IMPROVEMENTS FOR ON-STREET BICYCLE AND PEDESTRIAN FACILITIES**

Recommended long-term low-stress corridors include:

- 58th Street West - Rimrock Road to Grand Avenue
- 66th Street West - Rimrock Road to Grand Avenue
- 60th Street West
- 52nd Street West
- Monad Road
- Broadwater Avenue
- Colton Boulevard

Future pathway segments should be prioritized based on the proximity to high demand areas and the ability of the segment to provide connectivity through barriers and gaps in the street system. **Figure ES8** on the following page illustrates the locations for recommended long-term active transportation projects. For more detail on all of the project conclusions and recommendations, please see the report body.



**FIGURE ES8. LONG-TERM ACTIVE TRANSPORTATION STRATEGIES**

| <b>SUBJECT PROPERTY</b>             | <b>Application</b>   | <b>DATE</b> | <b>FOR</b>                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                               |
|-------------------------------------|----------------------|-------------|-----------------------------------------------|-----------------------|------------------------------------------------------|
|                                     | <b>None</b>          |             |                                               |                       | Previous zone = A-1 and<br>A-S<br>Updated zone = RR3 |
| <b>SURROUNDING PROPERTY</b>         | <b>Application</b>   | <b>DATE</b> | <b>FOR</b>                                    | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>                               |
| 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 &<br>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<br>Tract 1 | City ZC 803          | 5/14/07     | A-1 to R-150                                  | Y                     | For Cottonwood Park                                  |
| Cottonwood Grove                    | City ZC 734<br>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                                    |
| Sweetgrass Creek                    | City ZC 998          | 10/11/2021  | A to MR-PND with to N1,<br>N2, N3, NX1 and P1 | Y                     | Sweetgrass Creek<br>Subdivision                      |

## Bartley, Robbin

---

**From:** Mary Spitler <spitler@bresnan.net>  
**Sent:** Saturday, February 26, 2022 12:45 PM  
**To:** Bartley, Robbin  
**Subject:** [EXTERNAL] City Zone Change 1011 Proj # PZX-22-00032

We are property owners at 1328 Black Berry Way in the Trails West subdivision in Billings, neighbors to the proposed zoning change area in the above mentioned project.

We're writing because we **do not support** the zoning change as proposed by Buffalo Crossing, LLC. Our biggest concern is the proposal for zone change to NX2 Mixed Residential for 2-8 family units. The application form we received indicates 3.6 acres of the proposed development will be zoned NX2, however that specific zoning area is not included on the zoning map we received. It would be beneficial to see where NX2 is zoned within the proposed area.

The Trails West Subdivision has a "quiet and neighborly" feel; we believe that having 8-plexes nearby will detract from the neighborhood feel, and decrease the value of our home. We're also concerned that the shrubbery and trees along the irrigation ditch (east side of proposed zoning area) may be demolished/scraped. That bit of land is a huge benefit, providing a wind break and a little sanctuary along the walking path surrounding the Trails West subdivision (adding value to the neighborhood and properties). Perhaps that could be maintained, even if the proposed development is approved.

Thank you for your consideration.

Mary & John Spitler  
1328 Black Berry Way  
Billings, MT 59106

ORDINANCE 22-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS,  
PROVIDING THE ZONE CLASSIFICATION ON Tract 4A of  
C/S 2735, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

**Section 1. RECITALS.** *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

**Section 2. DESCRIPTION.** Tract 4A of C/S 2735, is presently zoned Rural Residential 3 (RR3), a county zone, and is shown on the official zoning map within this zone.

**Section 3. ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for Tract 4A of C/S 2735, is hereby changed from Rural Residential 3 (RR3), a county zone, to Suburban Neighborhood (N3), Mid-Century Neighborhood (N2), Mixed Residential 2 (NX2) and and Public 1 (P1) as shown on the attached exhibit, and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to Suburban Neighborhood (N3), Mid-Century Neighborhood (N2), Mixed Residential 2 (NX2) and and Public 1 (P1), as set out in the Billings, Montana City Code.

**Section 4. EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, or upon effective date of Resolution 22-\_\_\_\_\_ approving the annexation of the above territory, whichever is later.

**Section 5. REPEALER.** All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

**Section 6. SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other

provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 28<sup>th</sup> day of March, 2022.

PASSED, ADOPTED and APPROVED on second reading this 11<sup>th</sup> day of April, 2022.

CITY OF BILLINGS

BY: \_\_\_\_\_

William A. Cole, Mayor

Attest:

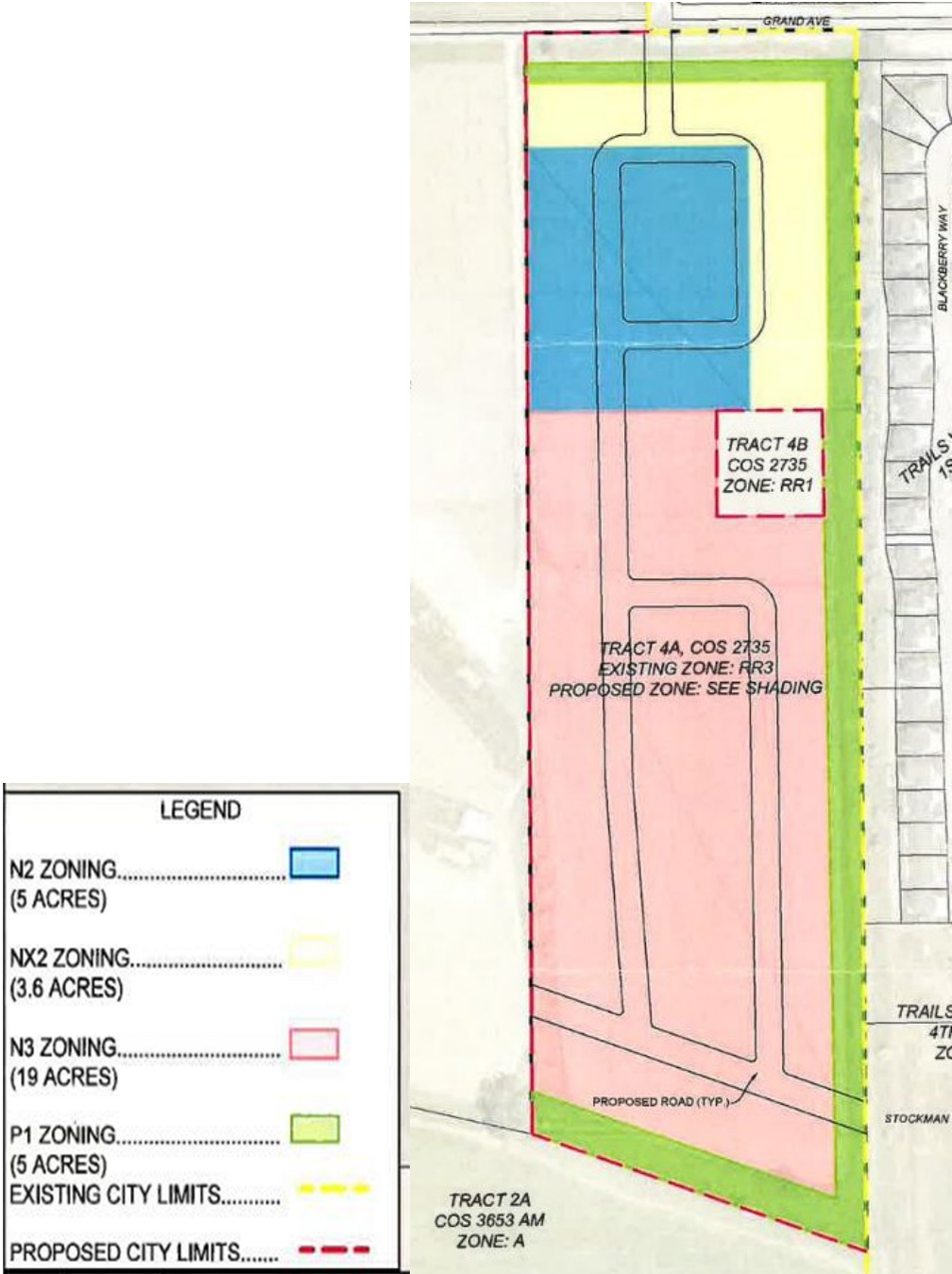
BY: \_\_\_\_\_

Denise R. Bohlman, City Clerk

Zone Change 1011, 60<sup>th</sup> St W and Grand Avenue – Buffalo Crossing LLC

Zone Change 1011

Zoning Exhibit



**City Council Regular**

**Date:** 04/11/2022  
**Title:** Public Hearing - Sale, Exchange or Donation of City Real Property - Terrace Estates Sub. 3rd Filing  
**Presented by:** Mike Whitaker, Parks, Recreation & Public Lands Director  
**Department:** Parks/Rec/Public Lands  
**Presentation:** Yes  
**Legal Review** Not Applicable

**RECOMMENDATION**

Staff Recommends Council adopt the resolution and authorize staff to proceed with the sale, exchange or donation of the nine parcels, see Attachment A in accordance with Billings, Montana City Code, Article 22-900 - Sale, Exchange or Donation of City Real Property. Also, staff recommends the City donate the 3 parcels, see Attachment E to Yellowstone County for the purpose of widening Alkali Creek Road.

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

In September 2017 the Terrace Estates Subdivision 3rd Filing was de-annexed at the request of the developer. Since then the developer, as part of their plan to reconfigure the property for sale, desires to acquire nine parkland parcels, see Attachment A. In exchange, the developer is willing to provide an additional four parcels of equal acreage for parkland See Attachment B. If accepted, these parcels will be aggregated with existing parkland allowing for better connectivity along Alkali Creek and allow more convenient access for Public Works to utilities in the northeast corner of the property. The Billings, Montana City Code, Article 22-902 - Sale, Exchange or Donation of City Real Property, governs the disposal of City owned land, which includes notifications and a public hearing, see Attachment C. After the public hearing and following the adoption of a resolution (See Attachment D) authorizing staff to dispose of the subject property, staff will advertise for competitive bids on these parcels prior to sale, exchange or donation.

In addition, there are three parcels of parkland, see Attachment E, that Yellowstone County is requesting to acquire from the City to widen Alkali Creek Road Right of Way. As stated in billings Montana city Code, Article 22-902, "Other local, state or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange or donate specific real property to such governmental entities without a competitive bidding process."

**ALTERNATIVES**

City Council may:

- Adopt the resolution directing staff to proceed with disposal of the 9 parcels, see Attachment A, of parkland currently owned by the City and donate the 3 parcels, see Attachment E, of parkland currently owned by the City to Yellowstone County; or,
- Not Approve the resolution and provide staff with additional guidance.

**FISCAL EFFECTS**

There will be no significant fiscal effects to the City by disposing of these parkland parcels.

**Attachments**

Attachment A 9 Parcels  
Attachment B 4 Parcels  
Attachment C Sec. 22-902  
Attachment D Resolution  
Attachment E 3 Parcels  
Attachment F Parcel Map

## Attachment A

The property to be considered for sale, exchange or donation is described as nine parcels of parkland:

**Parcel P-B1**, .184 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the north most corner of Lot 25, Block 2 of said subdivision;  
THENCE South 77°23'54" West, along the northwesterly line of said Lot 25, a distance of 138.00 feet to the north right of way line of an unnamed cul-de-sac and the beginning of a curve concave to the southwest having a radius point which bears South 62°42'22" West, 55.00 feet distant;  
THENCE northwesterly 35.76 feet along said curve through a central angle of 37°15'13" to the east most corner of Lot 24, Block 2 of said subdivision;  
THENCE North 06°16'51" West, along the easterly line of said Lot 24, a distance of 75.82 feet to the northeast corner of said Lot 24;  
THENCE South 67°29'36" East, 182.08 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.184 acres, more or less.

**Parcel P-B2**, .807 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

COMMENCING at the northwest corner of Lot 1, Block 2 of said subdivision;  
THENCE North 81°34'48" West, along the south right of way line of Jack and Jill Avenue, 151.74 feet to the TRUE POINT OF BEGINNING;  
THENCE South 26°59'31" West, 133.35 feet;  
THENCE North 63°55'29" West, 40.04 feet;  
THENCE South 51°33'25" West, 115.33 feet;  
THENCE North 24°10'17" West, 203.55 feet;  
THENCE North 51°11'47" West, 19.67 feet to the east right of way line of Valley Heights Road being a point on a curve concave to the east having a radius point which bears South 61°05'39" East, 415.36 feet distant;  
THENCE northerly 66.54 feet along said curve through a central angle of 09°10'45"

to the south right of way line of Jack and Jill Avenue being a point on a curve concave to the north having a radius point which bears North  $36^{\circ}47'23''$  East, 360.00 feet distant;

THENCE easterly 178.27 feet along said curve through a central angle of  $28^{\circ}22'23''$ ;

THENCE South  $81^{\circ}34'48''$  East, continuing along said south right of way line, 86.84 feet to the TRUE POINT OF BEGINNING;

ENCOMPASSING an area of 0.807 acres, more or less.

**Parcel P-B3**, .154 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 17, Block 2 of said subdivision;

THENCE North  $56^{\circ}35'01''$  West, along the north line of said Lot 17, a distance of 141.08 feet to the east right of way line of Valley Heights Road;

THENCE North  $23^{\circ}54'35''$  East, along said east right of way line, 96.45 feet;

THENCE South  $25^{\circ}22'25''$  East, 183.58 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.154 acres, more or less.

**Parcel P-B4**, .033 acres. Legal Description: A tract of land in Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the intersection of the west right of way line of Valley Heights Road and the south right of way line of Jack and Jill Avenue being a point on a curve concave to the east having a radius point which bears South  $51^{\circ}28'26''$  East, 475.36 feet distant;

THENCE southerly 69.37 feet along said curve through a central angle of  $08^{\circ}21'39''$ ; THENCE leaving said right of way line, North  $51^{\circ}11'47''$  West, 14.77 feet;

THENCE North  $24^{\circ}48'34''$  East, 76.16 feet to the south right of way line of Jack and Jill Avenue being a point on a curve having a radius point which bears North  $50^{\circ}51'27''$  East, 360.00 feet distant;

THENCE southeasterly 28.22 feet along said curve through a central angle of  $04^{\circ}29'31''$  to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.033 acres, more or less.

**Parcel P-B5**, .351 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, YellowstoneCounty, Montana, being more particularly described as follows:

BEGINNING at the east most corner of Lot 25, Block 1 of said subdivision;  
THENCE North 65°56'11" West, along the northeasterly line of said Lot 25, a distance of 44.92 feet;  
THENCE continuing along the northeasterly line of said Lot 25, North 23°08'42" West, 88.29 feet to the north most corner of said Lot 25;  
THENCE North 01°15'47" East, along the northeasterly line of Lot 21, Block 1 of said subdivision, 52.78feet to the southeast corner of Lot 20, Block 1 of said subdivision;  
THENCE North 01°25'36" East, along the east line of said Lot 20, a distance of 39.83 feet;  
THENCE North 14°07'03" East, continuing along the east line of said Lot 20, a distance of 99.87 feet tothe northeast corner of said Lot 20;  
THENCE South 06°59'51" East, 123.40 feet;  
THENCE South 48°08'11" East, 103.86 feet to the west right of way line of Valley Heights Road being apoint on a curve concave to the southeast having a radius point which bears South 64°56'32" East, 475.36 feet distant;  
THENCE southwesterly 9.53 feet along said curve through a central angle of 01°08'53";  
THENCE continuing along said westerly right of way line, South 23°54'35" West, 96.79 feet to the POINTOF BEGINNING;

ENCOMPASSING an area of 0.351acres, more or less.

**Parcel P-B6**, .084 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, YellowstoneCounty, Montana, being more particularly described as follows:

BEGINNING at the east most corner of Lot 18, Block 1 of said subdivision;  
THENCE North 65°31'15" West, along the northerly line of said Lot 18, 38.63 feet to the north most corner of said Lot 18;  
THENCE North 14°23'23" East, 91.58 feet to the west most corner of Lot 19, Block 1 of said subdivision;

THENCE South 35°20'22" East, along the southwesterly line of said Lot 19, a distance of 77.32 feet to the south most corner of said Lot 19 being a point on the curved westerly right of way line of Woodland Trail having a radius point which bears South 47°35'31" East, 330.00 feet distant;

THENCE southwesterly 52.77 feet along said curve through a central angle of 09°09'43" to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.084 acres, more or less.

**Parcel P-B7**, .953 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the east most corner of Lot 9, Block 1 of said subdivision; THENCE

South 65°53'04" East, 236.26 feet;

THENCE South 22°09'59" East, 270.87 feet to a point on the north line of Lot 16, Block 1 of said subdivision;

THENCE South 86°08'29" West, along said north line, 50.14 feet to the east most corner of Lot 15, Block 1 of said subdivision;

THENCE North 36°28'31" West, along the northeasterly boundary of said Lot 15, a distance of 62.19 feet to the north most corner of said Lot 15;

THENCE South 77°37'51" West, along the northwesterly line of said Lot 15, a distance of 101.58 feet to the west most corner of said lot 15;

THENCE South 78°08'19" West, along the northerly boundary of Lot 14, Block 1 of said subdivision, 18.53 feet to an angle point in said northerly lot line;

THENCE North 22°33'31" West, along said northerly lot line, 44.95 feet to the southeast corner of Lot 12, Block 1 of said subdivision;

THENCE North 36°52'04" East, along the east line of Lots 12 and 11, a distance of 94.88 feet to an angle point on the east line of lot 11, Block 1 of said subdivision;

THENCE North 06°53'22" West, along the east line of said Lot 11, a distance of 53.93 feet to an angle point on said east line of Lot 11;

THENCE North 40°33'05" West, along the northeasterly boundary of Lots 11 and 10, Block 1 of said subdivision, 155.93 feet to the north most corner of said Lot 10;

THENCE South 49°21'48" West, along the northwesterly line of said lot 10, a distance of 81.11 feet to an angle point on said northwesterly line;

THENCE South 73°03'24" West, along said northwesterly line, 29.93 feet to a point

on the curved easterly right of way line of Sage Drive having a radius point which bears South 77°58'49" West, 200 feet distant;  
THENCE northerly 49.51 feet along said curve through a central angle of 14°10'57" to the southeast  
corner of Lot 9, Block 1 of said subdivision;  
THENCE North 49°41'22" East, along the southeasterly line of said Lot 9, a distance of 80.02 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.953 acres, more or less.

**Parcel P-B8**, 1.173 acres. Legal Description: Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the south most corner of Lot 2, Block 1 of said subdivision;  
THENCE North 21°49'47" East, along the southeasterly boundary of said Lot 2, a distance of 107.97 feet to the south most corner of Lot 3, Block 1 of said subdivision;  
THENCE North 21°47'44" East, along the southeasterly boundary of said Lot 3, a distance of 80.11 feet to an angle point on said southeasterly boundary;  
THENCE North 82°32'22" East, along said southeasterly boundary, 121.99 feet to an angle point on said southeasterly boundary;  
THENCE North 21°45'11" East, along said southeasterly boundary, 39.00 feet to the northeast corner of said Lot 3, being a point on the curved south right of way line of Jack and Jill Avenue having a radius point which bears South 04°40'10" West, 300.00 feet distant;  
THENCE easterly 73.76 feet along said curve through a central angle of 14°05'11";  
THENCE South 71°22'36" East, continuing along said south right of way line, 272.24 feet to the north most corner of Lot 4, Block 1 of said subdivision;  
THENCE South 18°34'50" West, along the westerly boundary of said Lot 4, a distance of 30.02 feet to an angle point on said westerly boundary;  
THENCE North 74°18'20" West, 269.13 feet;  
THENCE South 62°05'07" West, 169.90 feet;  
THENCE South 23°08'14" East, 142.80 feet;  
THENCE South 60°42'31" West, 107.91 feet;  
THENCE South 47°04'57" West, 59.55 feet;  
THENCE North 50°57'52" West, 36.45 feet;  
THENCE North 21°48'05" East, 49.44 feet;

THENCE North 20°40'16" West, 70.74 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 1.173 acres, more or less.

**Parcel P-B9**, .186 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the southwest corner of Lot 9, Block 1 of said subdivision, said point being a point on the curved cul-de-sac of Sage Drive having a radius point which bears South 42°42'58" East, 55.00 distant;

THENCE southerly 46.34 feet along said curve through a central angle of 48°16'28" to the north most corner of Lot 8, Block 1 of said subdivision;

THENCE South 89°07'38" West, along the northwesterly boundary of said Lot 8, a distance of 23.12 feet to an angle point on said northwesterly boundary;

THENCE South 42°25'57" West, along said northwesterly boundary, 111.91 feet to an angle point on the northerly boundary of Lot 7, Block 1 of said subdivision;

THENCE South 89°57'43" West, along said northerly boundary, 71.84 feet to a point on a curve being offset 10.00 feet northerly from the southerly boundary of said Lot 7, having a radius point which bears North 39°50'11" East, 990.00 feet distant;

THENCE northwesterly 9.47 feet along said curve through a central angle of 00°32'54";

THENCE North 53°26'28" East, 224.99 feet to an angle point in the westerly boundary of said Lot 9; THENCE South 42°56'24" East, along said westerly boundary of Lot 9, a distance of 21.53 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.186 acres, more or less.

## Attachment B

The property to be given by the developer in exchange for the nine parcels of land currently owned by the City is described as four parcels of parkland below:

**Parcel B-P1**, Legal Description: A tract of land in Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the northwest corner of Lot 53, Block 3 of said Terrace Estates Subdivision 3<sup>rd</sup> Filing;  
THENCE South  $81^{\circ}32'18''$  East, along the north line of said Lot 53, a distance of 200.60 feet to the northeast corner of said Lot 53;  
THENCE South  $23^{\circ}22'15''$  West, along the east line of said Lot 53, a distance of 177.76 feet to the northright of way line of Jack and Jill Avenue and the beginning of a curve concave to the southwest having a radius point which bears South  $23^{\circ}21'41''$  West, 365.00 feet distant;  
THENCE southeasterly 99.43 feet along said curve through a central angle of  $15^{\circ}36'28''$ ;  
THENCE South  $51^{\circ}01'51''$  East, continuing along said north right of way line, 180.00 feet to the west most corner of Lot 60, Block 3 of said subdivision;  
THENCE North  $38^{\circ}37'45''$  East, along the northwesterly line of said Lot 60, a distance of 159.17 feet to the north most corner of said Lot 60;  
THENCE South  $39^{\circ}10'16''$  East, along the northwesterly line of said Lot 60, a distance of 210.07 feet to the east most corner of said Lot 60;  
THENCE South  $40^{\circ}18'42''$  West, along the southwesterly line of said Lot 60, a distance of 158.44 feet to the northerly line of the existing park boundary,  
THENCE North  $60^{\circ}14'26''$  West, along said park boundary, 67.06 feet;  
THENCE North  $76^{\circ}01'35''$  West, continuing along said park boundary, 57.63 feet to the beginning of a curve concave to the north having a radius point which bears North  $26^{\circ}28'14''$  West, 55.00 feet distant;  
THENCE westerly 31.05 feet along said curve through a central angle of  $32^{\circ}20'48''$ ; THENCE South  $05^{\circ}12'36''$  West, continuing along said park boundary, 24.01 feet; THENCE South  $63^{\circ}52'29''$  West, continuing along said park boundary, 65.04 feet; THENCE North  $86^{\circ}12'13''$  West, continuing along said park boundary, 44.97 feet; THENCE North  $34^{\circ}18'50''$  West, continuing along said park boundary, 67.40 feet; THENCE North  $34^{\circ}21'03''$  West, continuing along said park boundary, 36.69 feet; THENCE North  $74^{\circ}13'48''$

West, continuing along said park boundary, 65.90 feet; THENCE North  $37^{\circ}17'59''$  West, continuing along said park boundary, 49.98 feet; THENCE South  $73^{\circ}26'01''$  West, continuing along said park boundary, 82.09 feet;

THENCE leaving said park boundary North  $10^{\circ}03'39''$  West, 190.01 feet to the northwest corner of Lot 13, Block 2 of Terrace Estates Subdivision 3<sup>rd</sup> Filing; THENCE North  $08^{\circ}20'09''$  East, 219.38 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 3.450 acres, more or less.

**Parcel B-P2**, Legal Description: A tract of land in Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

Lot 76, Block 3 of Terrace Estates Subdivision 3<sup>rd</sup> Filing, EXCEPT the southwesterly 10 feet thereof;

ENCOMPASSING an area of 0.194 acres, more or less.

**Parcel B-P3**, Legal Description: A tract of land in Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

Lot 26 and Lot 27, Block 2 of Terrace Estates Subdivision 3<sup>rd</sup> Filing, EXCEPT the southwesterly 10 feet thereof;

ENCOMPASSING an area of 0.455 acres, more or less.

**Parcel B-P4**, Legal Description: A tract of land being a portion of Valley Heights Road as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

COMMENCING at the east most corner of Lot 25, Block 1 of said Terrace Estates Subdivision 3<sup>rd</sup> Filing;

THENCE North  $23^{\circ}54'35''$  East, along the westerly right of way line of said Valley Heights Road, 96.79 feet to the beginning of a tangent curve concave to the southeast having a radius of 475.36 feet;

THENCE northeasterly 9.53 feet along said curve through a central angle of  $01^{\circ}08'53''$  to the TRUE POINT OF BEGINNING;

THENCE continuing northeasterly 42.37 feet along said curve through a central angle of  $05^{\circ}06'27''$ ;

THENCE leaving said westerly right of way line South 51°11'47" East, 60.79 feet to the easterly right of way line of said Valley Heights Road and the beginning of a curve concave to the southeast having a radius which bears South 61°05'39" East, 415.36 feet distant;

THENCE southwesterly 36.22 feet along said curve through a central angle of 04°59'46";

THENCE South 23°54'35" West, along said easterly right of way line, 30.44 feet;

THENCE leaving said right of way line North 25°22'25" West, 50.53 feet; THENCE North 48°08'11" West, 22.71 feet to the TRUE POINT OF BEGINNING;

ENCOMPASSING an area of 0.070 acres, more or less.

Sec. 22-902. - Sale, exchange or donation of city real property.

- (1) Subject to the provisions of subsections (a) and (b) below, the city council may sell, exchange or donate any real property belonging to the city, including property held in trust for a specific purpose, by a resolution passed by six (6) of the city council members present. The city council shall advertise for competitive bids on any real property prior to sale, exchange or donation. The city council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid or it may reject any and all bids. **Other local, state or federal governmental entities expressing interest shall be exempt from competitive bidding, and the city council may sell, exchange or donate specific real property to such governmental entities without a competitive bidding process. However, the council shall proceed as provided in subsections (a) and (b) and approve the Resolution described above when considering the sale, exchange or donation to another governmental entity.**

In its discretion, the city council may consider and impose deed restrictions relating to the use or subsequent sale of the property as a condition of the sale, exchange or donation of land.

Prior to selling exchanging or donating said real property, the city administrator or his/her designee shall:

- (a) Publish notice in the legal newspaper of the city of the intention to sell, exchange or donate such property and requesting competitive bids prior to the sale, exchange or donation of such lands, giving the public the opportunity to be heard regarding such action. Said notice shall be published no less than fifteen (15) days in advance of the date of the public hearing.
  - (b) Notify by mail all property owners within three hundred (300) feet of the exterior boundaries of the real property subject to sale, exchange or donation fifteen (15) calendar days in advance of the time, date, place of the public hearing and the existing and proposed use.
- (2) Leases of city-owned real property shall be excluded from this section and will be approved in the same manner as all other contracts submitted to the city for approval.
  - (3) The city administrator is hereby authorized to establish procedures to implement this section including establishment of sale criteria or conditions, a minimum sale price or exchange value and shall have discretion to develop individualized marketing plans to maximize land value and promote city land use policies. The city administrator is authorized to the prepare all appropriate documents for signature by the mayor.

(Ord. No. 12-5578, § 1, 9-10-12)

**RESOLUTION 22-\_\_\_\_\_**

**A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.**

WHEREAS, the City of Billings finds it necessary or desirable to dispose of twelve properties it currently owns, located within the de-annexed Terrace Estates Subdivision, 3<sup>rd</sup> Filing, Billings, Montana, and herein described as Parcels P-Y1, P-Y2, P-Y3, P-B1, P-B2, P-B3, P-B4, P-B5, P-B6, P-B7, P-B8 and P-B9.

WHEREAS, Parcels P-Y1, P-Y2 and P-Y3 are to be donated to Yellowstone County, Montana for the purpose of widening Alkali Creek Road; and,

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of parcels P-B1, P-B2, P-B3, P-B4, P-B5, P-B6, P-B7, P-B8 and P-B9 as described below in accordance with Billings, Montana City Code, Article 22-900 – Sale, Exchange or Donation of City Real Property; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 11th day of April 2022;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA AS FOLLOWS:

That the City staff is authorized to proceed with disposal of the twelve properties described as follows under the requirements of Section 2-902 of the Billings Montana City Code:

The property to be considered for sale, exchange or donation is described as the following nine parcels of parkland:

**Parcel P-B1**, .184 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the north most corner of Lot 25, Block 2 of said subdivision;  
THENCE South 77°23'54" West, along the northwesterly line of said Lot 25, a distance of 138.00 feet to the north right of way line of an unnamed cul-de-sac and the beginning

of a curve concave to the southwest having a radius point which bears South 62°42'22" West, 55.00 feet distant;  
THENCE northwesterly 35.76 feet along said curve through a central angle of 37°15'13" to the east mostcorner of Lot 24, Block 2 of said subdivision;  
THENCE North 06°16'51" West, along the easterly line of said Lot 24, a distance of 75.82 feet to the northeast corner of said Lot 24;  
THENCE South 67°29'36" East, 182.08 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.184 acres, more or less.

**Parcel P-B2**, .807 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, YellowstoneCounty, Montana, being more particularly described as follows:

COMMENCING at the northwest corner of Lot 1, Block 2 of said subdivision;  
THENCE North 81°34'48" West, along the south right of way line of Jack and Jill Avenue, 151.74 feet to the TRUE POINT OF BEGINNING;  
THENCE South 26°59'31" West, 133.35 feet;  
THENCE North 63°55'29" West, 40.04 feet;  
THENCE South 51°33'25" West, 115.33 feet;  
THENCE North 24°10'17" West, 203.55 feet;  
THENCE North 51°11'47" West, 19.67 feet to the east right of way line of Valley Heights Road being a point on a curve concave to the east having a radius point which bears South 61°05'39" East, 415.36feet distant;  
THENCE northerly 66.54 feet along said curve through a central angle of 09°10'45" to the south right of way line of Jack and Jill Avenue being a point on a curve concave to the north having a radius point which bears North 36°47'23" East, 360.00 feet distant;  
THENCE easterly 178.27 feet along said curve through a central angle of 28°22'23";  
THENCE South 81°34'48" East, continuing along said south right of way line, 86.84 feet to the TRUE POINT OF BEGINNING;

ENCOMPASSING an area of 0.807 acres, more or less.

**Parcel P-B3**, .154 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, YellowstoneCounty, Montana, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 17, Block 2 of said subdivision;  
THENCE North 56°35'01" West, along the north line of said Lot 17, a distance of 141.08

feet to the east right of way line of Valley Heights Road;  
THENCE North 23°54'35" East, along said east right of way line, 96.45 feet;  
THENCE South 25°22'25" East, 183.58 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.154 acres, more or less.

**Parcel P-B4**, .033 acres. Legal Description: A tract of land in Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the intersection of the west right of way line of Valley Heights Road and the south right of way line of Jack and Jill Avenue being a point on a curve concave to the east having a radius point which bears South 51°28'26" East, 475.36 feet distant;  
THENCE southerly 69.37 feet along said curve through a central angle of 08°21'39"; THENCE leaving said right of way line, North 51°11'47" West, 14.77 feet;  
THENCE North 24°48'34" East, 76.16 feet to the south right of way line of Jack and Jill Avenue being a point on a curve having a radius point which bears North 50°51'27" East, 360.00 feet distant;  
THENCE southeasterly 28.22 feet along said curve through a central angle of 04°29'31" to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.033 acres, more or less.

**Parcel P-B5**, .351 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the east most corner of Lot 25, Block 1 of said subdivision;  
THENCE North 65°56'11" West, along the northeasterly line of said Lot 25, a distance of 44.92 feet;  
THENCE continuing along the northeasterly line of said Lot 25, North 23°08'42" West, 88.29 feet to the north most corner of said Lot 25;  
THENCE North 01°15'47" East, along the northeasterly line of Lot 21, Block 1 of said subdivision, 52.78 feet to the southeast corner of Lot 20, Block 1 of said subdivision;  
THENCE North 01°25'36" East, along the east line of said Lot 20, a distance of 39.83 feet;  
THENCE North 14°07'03" East, continuing along the east line of said Lot 20, a distance of 99.87 feet to the northeast corner of said Lot 20;  
THENCE South 06°59'51" East, 123.40 feet;

THENCE South 48°08'11" East, 103.86 feet to the west right of way line of Valley Heights Road being a point on a curve concave to the southeast having a radius point which bears South 64°56'32" East, 475.36 feet distant;

THENCE southwesterly 9.53 feet along said curve through a central angle of 01°08'53";  
THENCE continuing along said westerly right of way line, South 23°54'35" West, 96.79 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.351 acres, more or less.

**Parcel P-B6**, .084 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the east most corner of Lot 18, Block 1 of said subdivision;

THENCE North 65°31'15" West, along the northerly line of said Lot 18, 38.63 feet to the north most corner of said Lot 18;

THENCE North 14°23'23" East, 91.58 feet to the west most corner of Lot 19, Block 1 of said subdivision;

THENCE South 35°20'22" East, along the southwesterly line of said Lot 19, a distance of 77.32 feet to the south most corner of said Lot 19 being a point on the curved westerly right of way line of Woodland Trail having a radius point which bears South 47°35'31" East, 330.00 feet distant;

THENCE southwesterly 52.77 feet along said curve through a central angle of 09°09'43" to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.084 acres, more or less.

**Parcel P-B7**, .953 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the east most corner of Lot 9, Block 1 of said subdivision; THENCE South 65°53'04" East, 236.26 feet;

THENCE South 22°09'59" East, 270.87 feet to a point on the north line of Lot 16, Block 1 of said subdivision;

THENCE South 86°08'29" West, along said north line, 50.14 feet to the east most corner

of Lot 15, Block 1 of said subdivision;

THENCE North 36°28'31" West, along the northeasterly boundary of said Lot 15, a distance of 62.19 feet to the north most corner of said Lot 15;

THENCE South 77°37'51" West, along the northwesterly line of said Lot 15, a distance of 101.58 feet to the west most corner of said lot 15;

THENCE South 78°08'19" West, along the northerly boundary of Lot 14, Block 1 of said subdivision,

18.53 feet to an angle point in said northly lot line;

THENCE North 22°33'31" West, along said northerly lot line, 44.95 feet to the southeast corner of Lot 12, Block 1 of said subdivision;

THENCE North 36°52'04" East, along the east line of Lots 12 and 11, a distance of 94.88 feet to an angle point on the east line of lot 11, Block 1 of said subdivision;

THENCE North 06°53'22" West, along the east line of said Lot 11, a distance of 53.93 feet to an anglepoint on said east line of Lot 11;

THENCE North 40°33'05" West, along the northeasterly boundary of Lots 11 and 10, Block 1 of said subdivision, 155.93 feet to the north most corner of said Lot 10;

THENCE South 49°21'48" West, along the northwesterly line of said lot 10, a distance of 81.11 feet to an angle point on said northwesterly line;

THENCE South 73°03'24" West, along said northwesterly line, 29.93 feet to a point on the curved easterly right of way line of Sage Drive having a radius point which bears South 77°58'49" West, 200 feet distant;

THENCE northerly 49.51 feet along said curve through a central angle of 14°10'57" to the southeast

corner of Lot 9, Block 1 of said subdivision;

THENCE North 49°41'22" East, along the southeasterly line of said Lot 9, a distance of 80.02 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.953 acres, more or less.

**Parcel P-B8**, 1.173 acres. Legal Description: Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the south most corner of Lot 2, Block 1 of said subdivision;

THENCE North 21°49'47" East, along the southeasterly boundary of said Lot 2, a distance of 107.97 feet to the south most corner of Lot 3, Block 1 of said subdivision;

THENCE North 21°47'44" East, along the southeasterly boundary of said Lot 3, a distance of 80.11 feet to an angle point on said southeasterly boundary;

THENCE North 82°32'22" East, along said southeasterly boundary, 121.99 feet to an angle point on said southeasterly boundary;

THENCE North 21°45'11" East, along said southeasterly boundary, 39.00 feet to the northeast corner of said Lot 3, being a point on the curved south right of way line of Jack and Jill Avenue having a radius point which bears South 04°40'10" West, 300.00 feet distant;

THENCE easterly 73.76 feet along said curve through a central angle of 14°05'11";

THENCE South 71°22'36" East, continuing along said south right of way line, 272.24 feet to the north most corner of Lot 4, Block 1 of said subdivision;

THENCE South 18°34'50" West, along the westerly boundary of said Lot 4, a distance of 30.02 feet to an angle point on said westerly boundary;

THENCE North 74°18'20" West, 269.13 feet;

THENCE South 62°05'07" West, 169.90 feet;

THENCE South 23°08'14" East, 142.80 feet;

THENCE South 60°42'31" West, 107.91 feet;

THENCE South 47°04'57" West, 59.55 feet;

THENCE North 50°57'52" West, 36.45 feet;

THENCE North 21°48'05" East, 49.44 feet;

THENCE North 20°40'16" West, 70.74 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 1.173 acres, more or less.

**Parcel P-B9**, .186 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the southwest corner of Lot 9, Block 1 of said subdivision, said point being a point on the curved cul-de-sac of Sage Drive having a radius point which bears South 42°42'58" East, 55.00 distant;

THENCE southerly 46.34 feet along said curve through a central angle of 48°16'28" to the north most corner of Lot 8, Block 1 of said subdivision;

THENCE South 89°07'38" West, along the northwesterly boundary of said Lot 8, a distance of 23.12 feet to an angle point on said northwesterly boundary;

THENCE South 42°25'57" West, along said northwesterly boundary, 111.91 feet to an angle point on the northerly boundary of Lot 7, Block 1 of said subdivision;

THENCE South 89°57'43" West, along said northerly boundary, 71.84 feet to a point on a curve being offset 10.00 feet northerly from the southerly boundary of said Lot 7, having a radius point which bears North 39°50'11" East, 990.00 feet distant;

THENCE northwesterly 9.47 feet along said curve through a central angle of 00°32'54";  
THENCE North 53°26'28" East, 224.99 feet to an angle point in the westerly boundary  
of said Lot 9; THENCE South 42°56'24" East, along said westerly boundary of Lot 9, a  
distance of 21.53 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.186 acres, more or less.

The property to be considered to donate to Yellowstone County for the purpose of widening  
Alkali Creek Road is described as three parcels of parkland below:

**Parcel P-Y1**, .014 acres. Legal Description: A tract of land in the existing park as depicted  
on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more  
particularly described as follows:

BEGINNING at the southeast corner of Lot 27, Block 2 of said subdivision;

THENCE North 00°09'49" East, along the westerly boundary of said Lot 27, a distance of  
10.93 feet to a point on a line offset 10.00 feet northeasterly from the existing northerly  
right of way line of Alkali Creek Road;

THENCE South 66°05'25" East, along said offset line, 65.68 feet to the westerly right of  
way line of Sun Valley Road being a point on a curve having a radius point which bears  
North 66°05'25" West, 10.00 feet distant;

THENCE southwesterly 15.71 feet along said curve through a central angle of 90°00'00";

THENCE North 66°05'25" West, along said northerly right of way line of Alkali Creek  
Road, 51.28 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.014 acres, more or less.

**Parcel P-Y2**, .026 acres. Legal Description: A tract of land in the existing park as depicted  
on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more  
particularly described as follows:

BEGINNING at the west most corner of Lot 26, Block 2 of said subdivision;

THENCE North 66°05'25" West, along the northerly line of Alkali Creek Road, 99.98 feet  
to the east most corner of Lot 25, Block 2 of said subdivision;

THENCE North 38°49'13" West, along the northeasterly boundary of said Lot 25, a  
distance of 21.83 feet to a point on a line offset 10.00 feet northeasterly from the  
existing northerly right of way line of Alkali Creek Road;

THENCE South 66°05'25" East, along said offset line, 129.27 feet to the northwesterly  
boundary of said Lot 26;

THENCE South 68°36'10" West, along said northwesterly boundary, 14.07 feet to the

POINT OF BEGINNING;  
ENCOMPASSING an area of 0.026 acres, more or less.

**Parcel P-Y3**, .154 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the west most corner of lot 7, Block 1 of said subdivision, said point being a point on the curved northerly right of way line of Alkali Creek Road having a radius point which bears North 40°31'09" East, 1000.00 feet distant;

THENCE northwesterly along said northerly right of way line, 281.96 feet along said curve through a central angle of 16°09'19";

THENCE North 33°19'18" West, continuing on said northerly right of way line, 130.88 feet to the southwest corner of Lot 1, Block 1 of said subdivision;

THENCE North 83°20'45" East, along the southerly boundary of said lot 1, a distance of 27.56 feet;

THENCE South 31°09'33" East, 238.61 feet to a point on a line offset 10.00 feet northeasterly from the existing northerly right of way line of Alkali Creek Road said point being a point on a curve having a radius point which bears North 49°39'43" East, 990.00 feet distant;

THENCE southeasterly 169.77 feet along said curve through a central angle of 09°49'32" to a point on the northerly boundary of said Lot 7;

THENCE South 89°57'43" West, along said northerly boundary, 15.49 feet to the POINT OF

BEGINNING; ENCOMPASSING an area of 0.154 acres, more or less.

See map attached as Exhibit A.

Staff is further directed to apply the proceeds of this sale, if any, to expenses incurred to develop or maintain Parkland along the Alkali Creek corridor now owned by the City of Billings.

APPROVED AND PASSED by the City Council of the City of Billings this 11th day of April 2022.

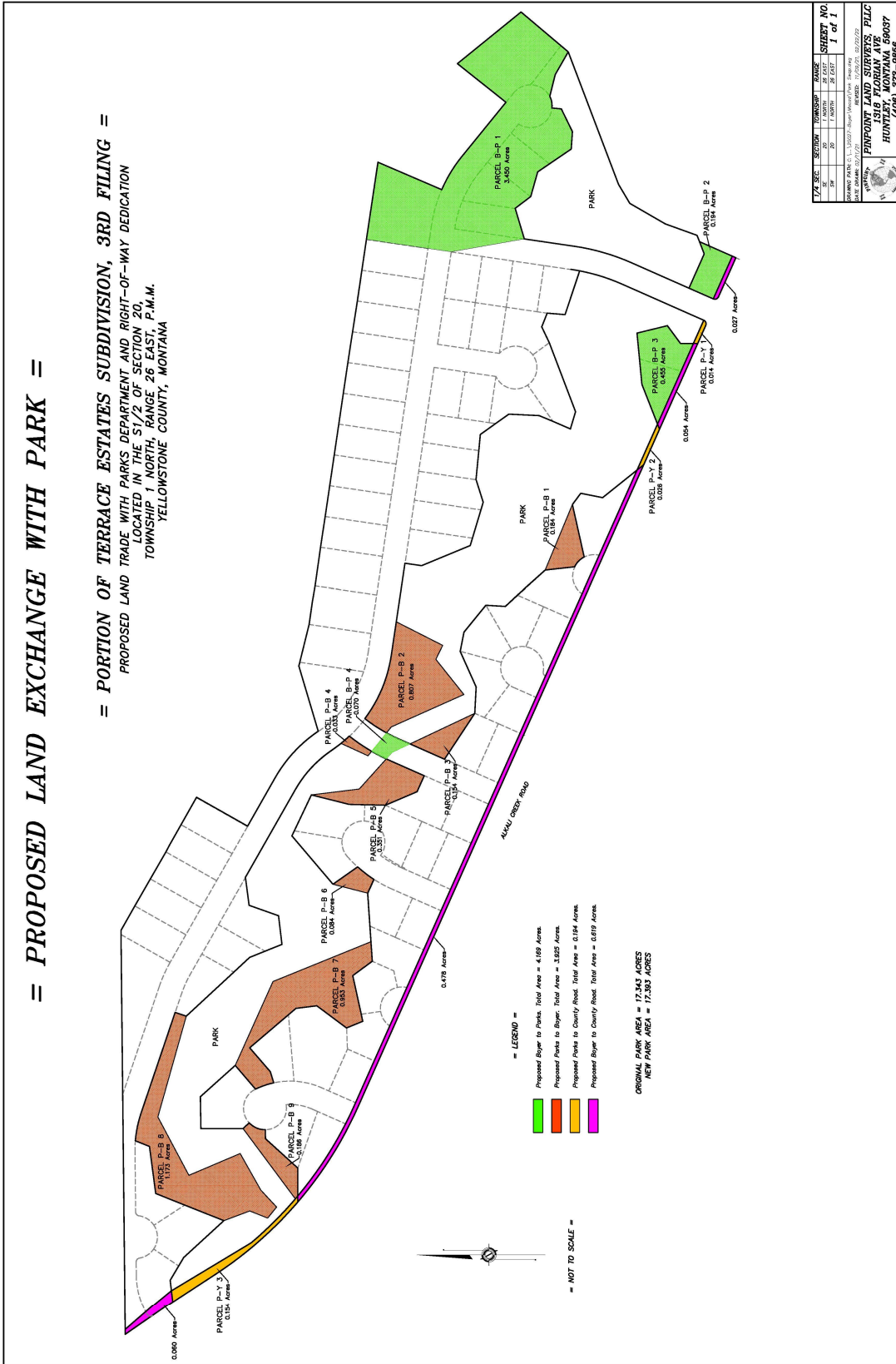
THE CITY OF BILLINGS:

By: \_\_\_\_\_  
William A. Cole, Mayor

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, City Clerk

# Exhibit A





## Attachment E

The property to be considered to donate to Yellowstone County for the purpose of widening Alkali Creek Road is described as three parcels of parkland below:

**Parcel P-Y1**, .014 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the southeast corner of Lot 27, Block 2 of said subdivision;  
THENCE North 00°09'49" East, along the westerly boundary of said Lot 27, a distance of 10.93 feet to a point on a line offset 10.00 feet northeasterly from the existing northerly right of way line of Alkali Creek Road;  
THENCE South 66°05'25" East, along said offset line, 65.68 feet to the westerly right of way line of Sun Valley Road being a point on a curve having a radius point which bears North 66°05'25" West, 10.00 feet distant;  
THENCE southwesterly 15.71 feet along said curve through a central angle of 90°00'00";  
THENCE North 66°05'25" West, along said northerly right of way line of Alkali Creek Road, 51.28 feet to the POINT OF BEGINNING;  
ENCOMPASSING an area of 0.014 acres, more or less.

**Parcel P-Y2**, .026 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the west most corner of Lot 26, Block 2 of said subdivision;  
THENCE North 66°05'25" West, along the northerly line of Alkali Creek Road, 99.98 feet to the east most corner of Lot 25, Block 2 of said subdivision;  
THENCE North 38°49'13" West, along the northeasterly boundary of said Lot 25, a distance of 21.83 feet to a point on a line offset 10.00 feet northeasterly from the existing northerly right of way line of Alkali Creek Road;  
THENCE South 66°05'25" East, along said offset line, 129.27 feet to the northwesterly boundary of said Lot 26;  
THENCE South 68°36'10" West, along said northwesterly boundary, 14.07 feet to the POINT OF BEGINNING;  
ENCOMPASSING an area of 0.026 acres, more or less.

**Parcel P-Y3**, .154 acres. Legal Description: A tract of land in the existing park as depicted on Terrace Estates Subdivision 3<sup>rd</sup> Filing, Yellowstone County, Montana, being more particularly described as follows:

BEGINNING at the west most corner of lot 7, Block 1 of said subdivision, said point being a point on the curved northerly right of way line of Alkali Creek Road having a radius point which bears North 40°31'09" East, 1000.00 feet distant;

THENCE northwesterly along said northerly right of way line, 281.96 feet along said curve through a central angle of 16°09'19";

THENCE North 33°19'18" West, continuing on said northerly right of way line, 130.88 feet to the southwest corner of Lot 1, Block 1 of said subdivision;

THENCE North 83°20'45" East, along the southerly boundary of said lot 1, a distance of 27.56 feet;

THENCE South 31°09'33" East, 238.61 feet to a point on a line offset 10.00 feet northeasterly from the existing northerly right of way line of Alkali Creek Road said point being a point on a curve having a radius point which bears North 49°39'43" East, 990.00 feet distant;

THENCE southeasterly 169.77 feet along said curve through a central angle of 09°49'32" to a point on the northerly boundary of said Lot 7;

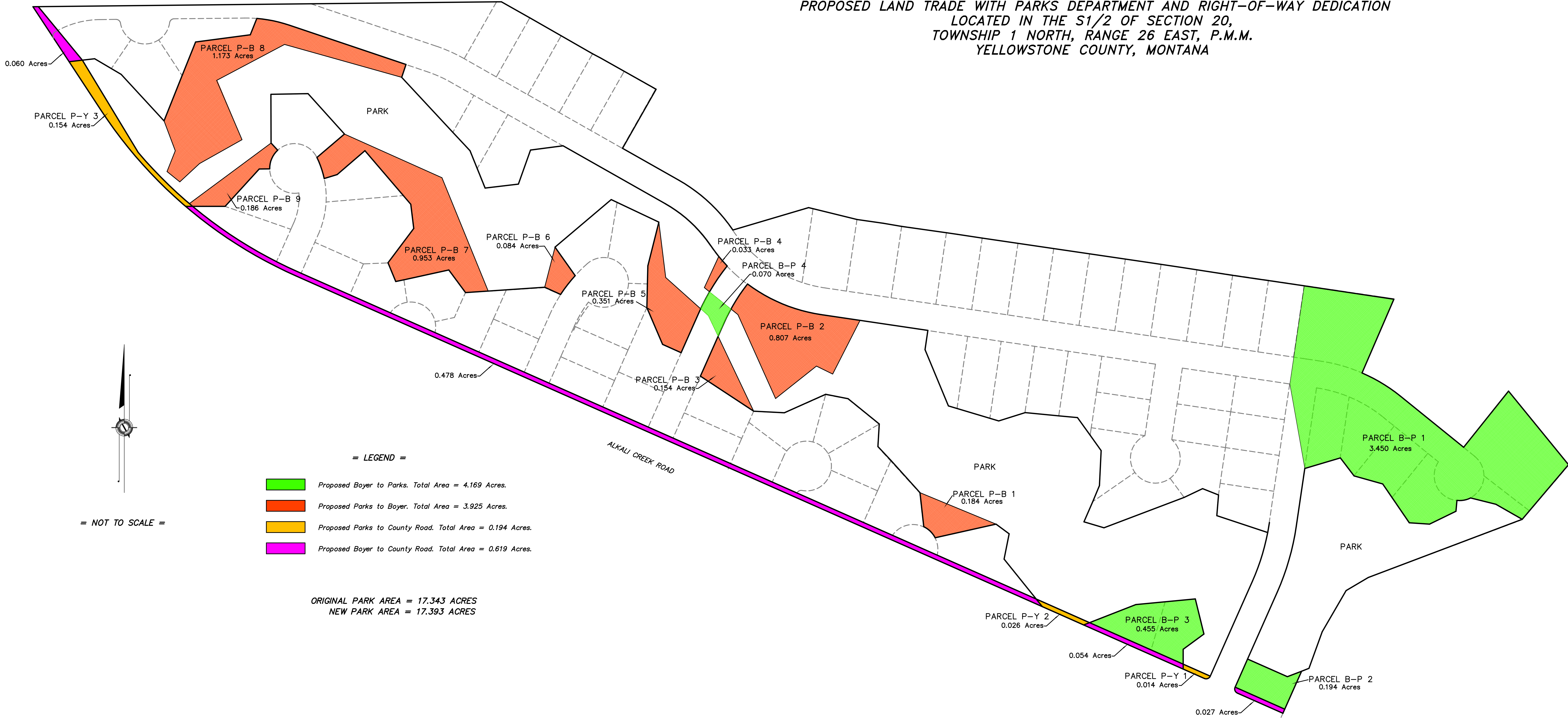
THENCE South 89°57'43" West, along said northerly boundary, 15.49 feet to the

POINT OF BEGINNING; ENCOMPASSING an area of 0.154 acres, more or less.

# = PROPOSED LAND EXCHANGE WITH PARK =

## = PORTION OF TERRACE ESTATES SUBDIVISION, 3RD FILING =

PROPOSED LAND TRADE WITH PARKS DEPARTMENT AND RIGHT-OF-WAY DEDICATION  
 LOCATED IN THE S1/2 OF SECTION 20,  
 TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M.  
 YELLOWSTONE COUNTY, MONTANA



= LEGEND =

- Proposed Boyer to Parks. Total Area = 4.169 Acres.
- Proposed Parks to Boyer. Total Area = 3.925 Acres.
- Proposed Parks to County Road. Total Area = 0.194 Acres.
- Proposed Boyer to County Road. Total Area = 0.619 Acres.

= NOT TO SCALE =

ORIGINAL PARK AREA = 17.343 ACRES  
 NEW PARK AREA = 17.393 ACRES

| 1/4 SEC. | SECTION | TOWNSHIP | RANGE   | SHEET NO. |
|----------|---------|----------|---------|-----------|
| SE       | 20      | 1 NORTH  | 26 EAST | 1 of 1    |
| SW       | 20      | 1 NORTH  | 26 EAST |           |

DRAWING PATH: C:\... \20027-Boyer\Miscad\Park\_Swap.dwg  
 DATE DRAWN: 02/11/21 REVISED: 11/09/21, 02/22/22

**PINPOINT LAND SURVEYS, PLLC**  
 1318 FLORIAN AVE  
 HUNTLEY, MONTANA 59037  
 (406) 373-9856